



**Tuesday, March 3, 2026
5:00 PM**

**City Council
Tuesday Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

Prayer and Pledge of Allegiance

Presentation Agenda

Confirmation or Adjustment of the Agenda

Approval of Minutes for February 17, 2026 meeting of the City Council.

1. **2026-150** Approve the minutes for the February 17, 2026 meeting of the City Council.

POLICY AGENDA

1. **2026-18** Take from the table: Adopt an Ordinance to amend Section 7 of the Hattiesburg Land Development Code (Ordinance No. 3209, as amended) to add “crusher run” as an approved “hard surface” used for parking and driveways within Historic Overlay Districts.” Planning Commission recommended approval, with changes, on January 7, 2026.
2. **2026-102** Adopt an Ordinance amending the City of Hattiesburg Land Development Code (Ordinance No. 3209, as amended) to revise portions of Sections 2, 4, 5, 6, 7, 10, 12, and 13 (text amendments). Planning Commission recommended approval, with changes, on February 4, 2026.
3. **2026-101** Accept the Planning Commission's recommendation to deny a conditional use request for a “Group Care Home” for an R-1A zoned property at 2306 Clayton Place (PPIN 24337, Forrest County, Ward 4).
4. **2026-103** Accept the Planning Commission's recommendation to approve a subdivision alteration for a subdivision known as “Mineral Creek Manor” for a property at 100 J Ed Turner Drive (PPIN 9505, Forrest County, Ward 1).

5. **2026-104** Accept the Planning Commission's recommendation to deny a conditional use request for "Automotive, truck, and small engine repairs," "Automotive, truck, and small engine maintenance," and "Automotive Sales and Rentals" for a B-3-BCO zoned property at 401 Broadway Drive (PPIN 21784, Forrest County, Ward 4).

6. **2026-149** Adopt a Resolution requesting the Mississippi Legislature to extend the repealer imposed on the Hattiesburg Tourism Commission and the special tax levied therefore, to July 1, 2031.

7. **2026-136** 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.

8. **2026-139** Approve an Interlocal Agreement between the City of Hattiesburg and Rawls Springs Utility District regarding services, and authorize the Mayor to execute the same.

9. **2026-124** Approve an agreement with the Federal Aviation Administration to provide a flight inspection of PAPI, REIL & MIRLS as part of the 2025 Airport Lighting project at the Hattiesburg Bobby L. Chain Municipal Airport at an estimated cost of \$20,896.92; authorize the Mayor to execute said agreement and authorize issuance of a manual check.

10. **2026-142** Approve Supplemental Agreement No.1 with Chris Albritton Construction Company Inc. for Federal Aid Project No. STP-0210-00(040) LPA/1008800-701000 to account for modified and added items with an increase of \$9750.00 and decrease of \$9855.00 for a contract amount decrease to \$105.00 adding 44 working days to the contract; Authorize the Mayor to execute the Supplemental Agreement in duplicate.

11. **2026-135** Approve Contract Change Order No. 3 with M&P Construction for the Katie-Dabbs Community Center Renovations Project for a contract increase of \$58,197.28; Authorize the Mayor to execute the Change Order in duplicate.

12. **2026-137** Approve Agreement between the City of Hattiesburg and the Methodist Hour of Mississippi, Inc., to provide services and programs related to impacts caused by the national opiate epidemic and authorize the Mayor to execute the same.

13. **2026-140** Approve Letter of Engagement with Landry Kitchens Germany Architects, P.A. (LKG), to provide architectural concept design services for tennis facilities, and authorize the Mayor to execute the same.

14. **2026-143** Approve and adopt the Standard Operating Procedures (SOP) for Code Enforcement.
15. **2026-144** Acknowledge receipt of closing documents for the Hattiesburg Community Arts Center Renovation project; Authorize payment of final pay application and authorize final acceptance of the project.

ROUTINE AGENDA

1. **2026-138** Acknowledge receipt of the Two-Quote Docket.
2. **2026-134** Approve and authorize issuance of manual checks for CDBG/HOME Claims per attached.
3. **2026-41** Acknowledge no proposals were received on February 19, 2026, for Request for Proposals for Consultant Services to conduct a Historic Survey and prepare a National Register nomination for the Hattiesburg Historic District, pursuant to Miss. Code Ann. § 39-13-5(a) and authorize re-advertisement for the same.
4. **2026-141** Approve and Authorize publication of a Request for Qualifications for HVAC Contractor Services for the Community Development Block Grant (CDBG) Program.
5. **2026-155** Approve and Authorize publication of a Request for Qualifications for Plumbing Contractor Services for the Community Development Block Grant (CDBG) Program.
6. **2026-147** Approve plans and specifications for the Fourth Street Pathway Project, N 34th Ave to N 38th Ave (STP-7194-00(004)LPA/109376-701000) and authorize advertisement for bids contingent upon MDOT approval to advertise.
7. **2026-148** Approve plans and specifications for the Fourth Street Pathway Project, N 38th Ave to Thornhill Dr (HPP-8750-00(004)LPA/105845-802000) and authorize advertisement for bids contingent upon MDOT approval to advertise.
8. **2026-146** Approve Plans and Specifications for the Hattiesburg High Area Infrastructure Improvements - Phase I project and authorize advertisement for bids.
9. **2026-145** Approve plans and specifications for the River Avenue Pedestrian Bridge Rehabilitation project and authorize advertisement for bids.

10. **2026-152** Approve claims docket for the period ending February 28, 2026.

In Memoriam:

- Mr. Robert Carrington “Bobby” Dews, Sr.

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Lisa Luu Jolly, Deputy Clerk of Council
cc: Ronda Kennedy, Clerk of Council
Date: Tuesday, March 3, 2026
Re: Approve the minutes for the February 17, 2026 meeting of the City Council.
File Number: 2026-150
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 3, 2026 City Council meeting for consideration.



Tuesday, February 17, 2026
4:00 PM

City Council
Tuesday Meeting Agenda

Council Chambers
200 Forrest Street

** Note: In accordance with Ordinance No. 3385, Article II, Section 2-60, the meeting will be held at 4:00 p.m. due to the Presidents' Day holiday.*

- Call to Order
- Call to Prayer and Pledge of Allegiance
- Presentation Agenda
- Citizens' Forum
- Confirmation or Adjustment of the Agenda
- Approval of Minutes for the February 2 & 3, 2026 meetings of the City Council.

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p.

- 2026-68 Approve the minutes for the February 2 & 3, 2026 meetings of the City Council.

POLICY AGENDA

p.	1. 2026-92	Adopt an Ordinance amending Section 3 and Section 4 of Ordinance number 3349, adopted April 16, 2024; and amending Ordinance number 3210, adopted February 21, 2017; and amending Ordinance number 3148, adopted December 16, 2014; and amending Ordinance number 2103, adopted February 8, 1983, to amend the regulations for possession or consumption of alcoholic beverages, beer or light wine in certain places and creating exceptions for special events; and amending Chapters 3-9 to include the Carter Carroll Midtown Green Park as an exemption area.
p.	2. 2026-74	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.	3. 2026-111	Adopt a Resolution rescinding Resolution No. 2026-10, adopted January 6, 2026, regarding 1214 Putnam Avenue.
p.	4. 2026-112	Adopt a Corrected Nunc Pro Tunc Resolution correcting Resolution No. 2025-24 adopted January 24, 2025, regarding 1214 Putnam Avenue.
p.	5. 2026-90	Adopt a Resolution amending Resolution No.2025-268 to revise the approved ad valorem tax exemption amount for The Komp, LLC to \$678,520.00, due to an assessment correction issued by the Forrest County Tax Assessor, with all other terms remaining unchanged.
p.	6. 2026-105	Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Discovery Energy, LLC. for a period of ten (10), commencing on December 31, 2025, and ending December 31, 2034, with a true value of \$54,667,750.00 or the amount approved by Mississippi Department of Revenue.
p.	7. 2026-106	Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Zeon Chemicals, L.P. for a period of ten (10), commencing on December 31, 2025, and ending December 31, 2034, with a true value of \$860,020.24 or the amount approved by Mississippi Department of Revenue.
p.	8. 2026-107	Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to B P Rex Closures, LLC for a period of ten (10), commencing on December 31, 2025, and ending December 31, 2034, with a true value of \$731,438.00 or the amount approved by Mississippi Department of Revenue.
p.	9. 2026-108	Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Sofidel America Corp. for a period of ten (10), commencing on December 31, 2025, and ending December 31, 2034, with a true value of \$367,613.00 or the amount approved by Mississippi Department of Revenue.
p.	10. 2026-109	Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Western Container Corp for a period of ten (10), commencing on December 31, 2025, and ending December 31, 2034, with a true value of \$4,602,476.95 or the amount approved by Mississippi Department of Revenue.
p.	11. 2026-110	Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Green Bay Converting, INC. for a period of ten (10), commencing on December 31, 2025, and ending December 31, 2034, with a true value of \$100,056.00 or the amount approved by Mississippi Department of Revenue.

p.	12. 2026-114	Adopt a Resolution approving the request for tax exemption filed by Karen Sanford for ad valorem tax exemption, except school district ad valorem taxes, for property located in the Historic Preservation District at 311 Williams Street in the amount of \$3,980.00, for a period of seven (7) years, beginning January 1, 2026, and ending December 31, 2032; as authorized by Section 17-21-5 of the MS Code.
p.	13. 2026-118	Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to York International for a period of ten (10), commencing on December 31, 2025, and ending December 31, 2034, with a true value of \$860,328.00 or the amount approved by Mississippi Department of Revenue.
p.	14. 2026-119	Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Georgia Pacific for a period of ten (10), commencing on December 31, 2025, and ending December 31, 2034, with a true value of \$6,600,781.00 or the amount approved by Mississippi Department of Revenue.
p.	15. 2026-121	Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to MS Tank for a period of ten (10), commencing on December 31, 2025, and ending December 31, 2034, with a true value of \$167,533.38 or the amount approved by Mississippi Department of Revenue.
p.	16. 2026-122	Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Wis Pak for a period of ten (10) years, commencing on December 31, 2025, and ending December 31, 2034, with a true value of \$1,197,387.42 or the amount approved by Mississippi Department of Revenue.
p.	17. 2026-123	Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Resinall Corporation, for a period not to exceed ten (10) years, commencing December 31, 2025, and ending December 31, 2034, with a true value of \$6,242,160.55 or the amount approved by The Mississippi Department of Revenue.
p.	18. 2026-98	Approve a nunc pro tunc correction to the September 19, 2023 City Council meeting minutes for Policy Item #3 (2023-628), as recorded in Minute Book 2022-298, to accurately reflect all conditions approved by the City Council at that meeting.
p.	19. 2026-75	Approve Release of Lien documents filed in relation to Code Enforcement clean-up assessments per attached memo, and authorize the Mayor to execute and record the same.
p.	20. 2026-92	Approve a Subrecipient Agreement with Starter Homes of Mississippi to provide roof repairs in connection with the City’s Roof Repair Initiative Program, and authorize the Mayor to execute the same in triplicate.
p.	21. 2026-91	Approve the Employee Education Agreement between William Carey University and the City of Hattiesburg, for City employees, and authorize the Mayor to execute the same.
p.	22. 2026-72	Approve the proposal from Doleac Electric Company, Inc., for generator maintenance services for the City of Hattiesburg, and authorize the Mayor to execute an agreement based upon the same.
p.	23. 2026-94	Approve an Agreement between the City of Hattiesburg and Grill Concessions and Catering, LLC to operate and provide concession services at the William “Bill” Wicht Pavilion at Tatum Park Soccer Complex, and authorize the Mayor to execute all necessary documents related thereto.
p.	24. 2026-117	Approve the quote from Arctic Wolf for cybersecurity services for the City of Hattiesburg in the amount of \$43,952.46, and authorize the Mayor to execute all necessary documents related thereto.
p.	25. 2026-93	Acknowledge receipt of the 2025-2026 LEO Grant award from the Mississippi Department of Public Safety (Grant No. 2025007) for the purchase of APX6000 Motorola radios in the total project amount of \$75,719.80, which requires a 50/50 cost match.
p.	26. 2026-115	Acknowledge bids received on February 5, 2026, for the Bobby Chain Airport Timber Cutting, and accept the bid of New South Logging as the highest bidder.

ROUTINE AGENDA

p.	1. 2026-116	Acknowledge receipt of the monthly budget report for the month ending January 31, 2026.
p.	2. 2026-113	Approve the claims docket for the period ending February 13, 2026.

In Memoriam:

- *Mr. Anthony (Ray-Ray) Holliman*
- *Ms. Donna Jill Johnson*
- *Mrs. Erma Lee Craft*

Meeting Adjourn

Call to Order

BE IT REMEMBERED that the Hattiesburg City Council held a **regular meeting at 4:00 p.m. on Tuesday, February 17, 2026**, in the **Council Chambers at City Hall**.

This meeting convened following the Council’s adjourned regularly scheduled meeting held on February 3, 2026.

***In attendance were** Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1; Eric Boney, Ward 2; LeAnn Vance, Ward 3; Dave Ware, Ward 4; and Nicholas Brown, Ward 5.*

***Others in attendance were** Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Clerk of Council, Ronda S. Kennedy; Deputy Clerk of Council, Lisa Luu Jolly; City staff members; media; and the public.*

Council President Ware Called the meeting to order at 4:00 p.m.

Call to Prayer and Pledge of Allegiance

The prayer was given by *Officer David Matos*.

The Pledge of Allegiance was led by *Mr. Kermas Eaton*.

Presentation Agenda

THE PRESENTATION AGENDA came before the Council.

Mayor Barker recognized the newly promoted Interim Assistant Fire Chief, Kerry Hardges.

There were no other presentations at this time.

Citizens’ Forum

Council Vice President George proceeded with the Citizens' Forum.

He stated the procedures and invited members of the public to speak.

There being no individuals wishing to speak, **Council Vice President George closed the Citizens' Forum.**

Confirmation of the Agenda or Adjustment of the Agenda

THE MATTER OF THE AGENDA ORDER was before the Council.

Council President Ware asked whether there were any adjustments to the agenda.

The Clerk of Council responded that there were none.

A MOTION was made by Council Vice President George and seconded by Council Member Boney

to **APPROVE** the agenda as presented.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 – George, Boney, Vance, Ware and Brown

Nays: 0

Approval of Minutes for February 2 & 3, 2026 meetings of the City Council.

2026-68 Approve the minutes for the January 5 & 6, 2026 meetings of the City Council.

Attachments: 02-02-2026 PH, AR, WS Mins.
 02-03-2026 Mins.

Council President Ware asked whether there were any amendments to the minutes.

*There being none, the minutes were **APPROVED** as presented.*

POLCY AGENDA

THE POLICY AGENDA was then considered.

1.

2026-92

[ORD#3402]

Adopt an Ordinance amending Section 3 and Section 4 of Ordinance number 3349, adopted April 16, 2024; and amending Ordinance number 3210, adopted February 21, 2017; and amending Ordinance number 3148, adopted December 16, 2014; and amending Ordinance number 2103, adopted February 8, 1983, to amend the regulations for possession or consumption of alcoholic beverages, beer or light wine in certain places and creating exceptions for special events; and amending Chapters 3-9 to include the Carter Carroll Midtown Green Park as an exemption area.
- Attachments:

ORD-amend Ordinance 3349 alcoholic beverages 2.17.26
ParkswithAlcoholPermit

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to **ADOPT ORDINANCE NO. 3402** amending Section 3 and Section 4 of Ordinance number 3349, adopted April 16, 2024; and amending Ordinance number 3210, adopted February 21, 2017; and amending Ordinance number 3148, adopted December 16, 2014; and amending Ordinance number 2103, adopted February 8, 1983, to amend the regulations for possession or consumption of alcoholic beverages, beer or light wine in certain places and creating exceptions for special events; and amending Chapters 3-9 to include the Carter Carroll Midtown Green Park as an exemption area.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 – George, Boney, Vance, Ware and Brown

Nays: 0

2.

2026-74

[RES#2026-28-33]

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 17 2026
1. 141 Redus St - Adjudication Resolution
2. 143 Redus St - Adjudication Resolution
3. 901 River Ave - Adjudication Resolution
4. 907 River Ave - Adjudication Resolution
5. 1210 Coit St - Adjudication Resolution
6. 2311 Eddy St - Adjudication Resolution

A MOTION was made by Council Vice President George and seconded by Council Member Vance

to **ADOPT RESOLUTION NOS. 2026-28 THROUGH 2026-33** 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.

RES#	Owner	Address	PPIN
#2026-28	Kelvin & Latonya Chambers	141 Redus Street	20670
#2026-29	Kelvin & Latonya Chambers	143 Redus Street	20669
#2026-30	The John L. Company, LLC Attn: T. Owen Beasley	901 River Avenue	14791
#2026-31	T. Owen Beasley	907 River Avenue	14793
#2026-32	Kenneth Harrison	1210 Coit Street	12801
#2026-33	Paul Sanchez	2311 Eddy Street	15479

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 – George, Boney, Vance, Ware and Brown

Nays: 0

3.

2026-111

[RES#2026-34]

Adopt a Resolution rescinding Resolution No. 2026-10, adopted January 6, 2026, regarding 1214 Putnam Avenue.
- Attachments:

Resolution – Rescinding Resolution No. 2026-10 (1214 Putnam Ave)
Executed Resolution No. 2026-10, adopted 01-06-2026

A MOTION was made by Council Vice President George and seconded by Council Member Boney

to **ADOPT RESOLUTION NO. 2026-34** rescinding Resolution No. 2026-10, adopted January 6, 2026, regarding 1214 Putnam Avenue, *due to clerical and procedural errors requiring correction.*

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 – George, Boney, Vance, Ware and Brown

Nays: 0

4.	2026-112 [RES#2026-35]	Adopt a Corrected Nunc Pro Tunc Resolution correcting Resolution No. 2025-24 adopted January 24, 2025, regarding 1214 Putnam Avenue.	
			<u>Attachments:</u> <u>Resolution – Corrected Nunc Pro Tunc (1214 Putnam Ave)</u> <u>Exhibit A - Resolution No. 2025-24, adopted 01-24-2025</u>

A **MOTION** was made by Council Vice President George and seconded by Council Member Boney

to **ADOPT** a Nunc Pro Tunc **RESOLUTION NO. 2026-35** correcting Resolution No. 2025-24 adopted January 24, 2025, regarding 1214 Putnam Avenue, *to correct clerical errors in the legal description and contractor information and to accurately reflect the Council’s original intent.*

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 – George, Boney, Vance, Ware and Brown

Nays: 0

5.	2026-90 [RES#2026-36]	Adopt a Resolution amending Resolution No.2025-268 to revise the approved ad valorem tax exemption amount for The Komp, LLC to \$678,520.00, due to an assessment correction issued by the Forrest County Tax Assessor, with all other terms remaining unchanged.	
			<u>Attachments:</u> <u>Amending Resolution - Tax Exemption - The Komp LLC</u> <u>Komp building revised values</u> <u>Memo- Eaton</u>

A **MOTION** was made by Council Vice President George and seconded by Council Member Brown

to **ADOPT RESOLUTION NO. 2026-36** amending Resolution No. 2025-268 to revise the approved ad valorem tax exemption amount for **The Komp, LLC** to \$678,520.00, due to an assessment correction issued by the Forrest County Tax Assessor, with all other terms remaining unchanged.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 – George, Boney, Vance, Ware and Brown

Nays: 0

6.	2026-105 [RES#2026-37]	Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Discovery Energy, LLC. for a period of ten (10), commencing on December 31, 2025, and ending December 31, 2034, with a true value of \$54,667,750.00 or the amount approved by Mississippi Department of Revenue.	
			<u>Attachments:</u> <u>Discovery</u> <u>DiscoveryEnergyLLC5.22.25</u>

A **MOTION** was made by Council Vice President George and seconded by Council Member Boney

to **ADOPT RESOLUTION NO. 2026-37** granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to **Discovery Energy, LLC** for a period of ten (10), commencing on December 31, 2025, and ending December 31, 2034, with a true value of \$54,667,750.00 or the amount approved by Mississippi Department of Revenue.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 – George, Boney, Vance, Ware and Brown

Nays: 0

7.	2026-106 [RES#2026-38]	Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Zeon Chemicals, L.P for a period of ten (10), commencing on December 31, 2025, and ending December 31, 2034, with a true value of \$860,020.24 or the amount approved by Mississippi Department of Revenue.
	<u>Attachments:</u>	<u>Zeon Res</u> <u>zeonpositionstatement7.31.25</u>

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to **ADOPT RESOLUTION NO. 2026-38** granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to **Zeon Chemicals, L.P** for a period of ten (10), commencing on December 31, 2025, and ending December 31, 2034, with a true value of \$860,020.24 or the amount approved by Mississippi Department of Revenue.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 – George, Boney, Vance, Ware and Brown

Nays: 0

8.	2026-107 [RES#2026-39]	Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to B P Rex Closures, LLC for a period of ten (10), commencing on December 31, 2025, and ending December 31, 2034, with a true value of \$731,438.00 or the amount approved by Mississippi Department of Revenue.
	<u>Attachments:</u>	<u>bprexpositionstatement7.31.25</u> <u>BP Rex closures</u>

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to **ADOPT RESOLUTION NO. 2026-39** granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to **B P Rex Closures, LLC** for a period of ten (10), commencing on December 31, 2025, and ending December 31, 2034, with a true value of \$731,438.00 or the amount approved by Mississippi Department of Revenue.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 – George, Boney, Vance, Ware and Brown

Nays: 0

9.	2026-108 [RES#2026-40]	Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Sofidel America Corp.for a period of ten (10), commencing on December 31, 2025, and ending December 31, 2034, with a true value of \$367,613.00 or the amount approved by Mississippi Department of Revenue.
	<u>Attachments:</u>	

A MOTION was made by Council Member Brown and seconded by Council Vice President George

to **ADOPT RESOLUTION NO. 2026-40** granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to **Sofidel America Corp** for a period of ten (10), commencing on December 31, 2025, and ending December 31, 2034, with a true value of \$367,613.00 or the amount approved by Mississippi Department of Revenue.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 – George, Boney, Vance, Ware and Brown

Nays: 0

10.	2026-109 [RES#2026-41]	Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Western Container Corp for a period of ten (10), commencing on December 31, 2025, and ending December 31, 2034, with a true value of \$4,602,476.95 or the amount approved by Mississippi Department of Revenue.
	<u>Attachments:</u>	<u>westerncontainerpositionstatement7.31.25</u> <u>Western Container</u>

A MOTION was made by Council Member Brown and seconded by Council Vice President George to **ADOPT RESOLUTION NO. 2026-41** granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to **Western Container Corp** for a period of ten (10), commencing on December 31, 2025, and ending December 31, 2034, with a true value of \$4,602,476.95 or the amount approved by Mississippi Department of Revenue.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 – George, Boney, Vance, Ware and Brown

Nays: 0

11.	2026-110 [RES#2026-42]	Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Green Bay Converting, INC. for a period of ten (10), commencing on December 31, 2025, and ending December 31, 2034, with a true value of \$100,056.00 or the amount approved by Mississippi Department of Revenue.
	<u>Attachments:</u>	<u>Application for Ad Valorem Tax Exemption - Forrest County 2024 Signed Green Bay</u>

A MOTION was made by Council Member Brown and seconded by Council Vice President George to **ADOPT RESOLUTION NO. 2026-42** granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to **Western Container Corp** for a period of ten (10), commencing on December 31, 2025, and ending December 31, 2034, with a true value of \$4,602,476.95 or the amount approved by Mississippi Department of Revenue.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 – George, Boney, Vance, Ware and Brown

Nays: 0

12.	2026-114 [RES#2026-43]	Adopt a Resolution approving the request for tax exemption filed by Karen Sanford for ad valorem tax exemption, except school district ad valorem taxes, for property located in the Historic Preservation District at 311 Williams Street in the amount of \$3,980.00, for a period of seven (7) years, beginning January 1, 2026, and ending December 31, 2032; as authorized by Section 17-21-5 of the MS Code.
	<u>Attachments:</u>	<u>Karen Sanford- Reso</u> <u>Set 1 of 2 Supporting Docs</u> <u>Set 2 of 2 Supporting Docs</u> <u>Memo- Eaton</u> <u>2025 Tax Invoice- After Renovation Value</u>

A MOTION was made by Council Member Brown and seconded by Council Vice President George to **ADOPT RESOLUTION NO. 2026-43** approving the request for tax exemption filed by **Karen Sanford** for ad valorem tax exemption, except school district ad valorem taxes, **for property located in the Historic Preservation**

District at 311 Williams Street in the amount of \$3,980.00, for a period of seven (7) years, beginning January 1, 2026, and ending December 31, 2032; as authorized by Section 17-21-5 of the MS Code.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 – George, Boney, Vance, Ware and Brown

Nays: 0

13.	2026-118 [RES#2026-44]	Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to York International for a period of ten (10), commencing on December 31, 2025, and ending December 31, 2034, with a true value of \$860,328.00 or the amount approved by Mississippi Department of Revenue.
	<u>Attachments:</u>	<u>York Reso</u> <u>York International Acq Cost</u>

A **MOTION** was made by Council Vice President George and seconded by Council Member Brown
to **ADOPT RESOLUTION NO. 2026-44** granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to **York International** for a period of ten (10), commencing on December 31, 2025, and ending December 31, 2034, with a true value of \$860,328.00 or the amount approved by Mississippi Department of Revenue.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 – George, Boney, Vance, Ware and Brown

Nays: 0

14.	2026-119 [RES#2026-45]	Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Georgia Pacific for a period of ten (10), commencing on December 31, 2025, and ending December 31, 2034, with a true value of \$6,600,781.00 or the amount approved by Mississippi Department of Revenue.
	<u>Attachments:</u>	<u>Georgia Pacific</u> <u>GP Reso</u>

A **MOTION** was made by Council Vice President George and seconded by Council Member Brown
to **ADOPT RESOLUTION NO. 2026-45** granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to **Georgia Pacific** for a period of ten (10), commencing on December 31, 2025, and ending December 31, 2034, with a true value of \$6,600,781.00 or the amount approved by Mississippi Department of Revenue.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 – George, Boney, Vance, Ware and Brown

Nays: 0

15.	2026-121 [RES#2026-46]	Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to MS Tank for a period of ten (10), commencing on December 31, 2025, and ending December 31, 2034, with a true value of \$167,533.38 or the amount approved by Mississippi Department of Revenue.
	<u>Attachments:</u>	<u>MS Tank</u> <u>MS Tank Reso</u>

A **MOTION** was made by Council Vice President George and seconded by Council Member Brown
to **ADOPT RESOLUTION NO. 2026-46** granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to **MS Tank** for a period of ten (10), commencing on December 31, 2025, and ending December 31, 2034, with a true value of \$167,533.38 or the amount approved by Mississippi Department of Revenue.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 – George, Boney, Vance, Ware and Brown

Nays: 0

16.	2026-122 [RES#2026-47]	Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Wis Pak for a period of ten (10) years, commencing on December 31, 2025, and ending December 31, 2034, with a true value of \$1,197,387.42 or the amount approved by Mississippi Department of Revenue.
	<u>Attachments:</u>	<u>Wis-Pak Reso</u> <u>Wis-Pak</u>

A **MOTION** was made by Council Vice President George and seconded by Council Member Brown
to **ADOPT RESOLUTION NO. 2026-47** granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to **Wis Pak** for a period of ten (10) years, commencing on December 31, 2025, and ending December 31, 2034, with a true value of \$1,197,387.42 or the amount approved by Mississippi Department of Revenue.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 – George, Boney, Vance, Ware and Brown

Nays: 0

17.	2026-123 [RES#2026-48]	Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Resinall Corporation, for a period not to exceed ten (10) years, commencing December 31, 2025, and ending December 31, 2034, with a true value of \$6,242,160.55 or the amount approved by The Mississippi Department of Revenue.
	<u>Attachments:</u>	<u>Resinall Reso</u> <u>Resinall</u>

A **MOTION** was made by Council Vice President George and seconded by Council Member Brown
to **ADOPT RESOLUTION NO. 2026-48** granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to **Resinall Corporation**, for a period not to exceed ten (10) years, commencing December 31, 2025, and ending December 31, 2034, with a true value of \$6,242,160.55 or the amount approved by The Mississippi Department of Revenue.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 – George, Boney, Vance, Ware and Brown

Nays: 0

18.	2026-98	Approve a nunc pro tunc correction to the September 19, 2023 City Council meeting minutes for Policy Item #3 (2023-628), as recorded in Minute Book 2022-298, to accurately reflect all conditions approved by the City Council at that meeting.
	<u>Attachments:</u>	<u>September 19, 2023 minutes approved and signed</u> <u>CC_Minutes_NPT_Correction_09-19-2023_Item3</u>

A **MOTION** was made by Council Member Brown and seconded by Council Vice President George
to **APPROVE** a nunc pro tunc correction to the September 19, 2023 City Council meeting minutes for Policy Item #3 (2023-628), as recorded in Minute Book 2022-298, to accurately reflect all conditions approved by the City Council at that meeting.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 – George, Boney, Vance, Ware and Brown

Nays: 0

19.	2026-75	Approve Release of Lien documents filed in relation to Code Enforcement clean-up assessments per attached memo, and authorize the Mayor to execute and record the same.
		<u>Attachments:</u> <u>Release of Lien Memo 02 17 2026</u> <u>1. 718 Lincoln St - Release of Lien</u> <u>2. 404 Alcorn Ave - Release of Lien</u> <u>3. 1010 Scott St - Release of Lien</u>

A **MOTION** was made by Council Member Brown and seconded by Council Vice President George

to **APPROVE** Release of Lien documents filed in relation to Code Enforcement clean-up assessments per attached memo,

and **AUTHORIZE** the Mayor to execute and record the same.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 – George, Boney, Vance, Ware and Brown

Nays: 0

20.	2026-92	Approve a Subrecipient Agreement with Starter Homes of Mississippi to provide roof repairs in connection with the City’s Roof Repair Initiative Program, and authorize the Mayor to execute the same in triplicate.
		<u>Attachments:</u> <u>Starter Homes Grant Agreement 2.17.26</u>

A **MOTION** was made by Council Member Boney and seconded by Council Vice President George

to **APPROVE** a Subrecipient Agreement with Starter Homes of Mississippi to provide roof repairs in connection with the City’s Roof Repair Initiative Program,

and **AUTHORIZE** the Mayor to execute the same in triplicate.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 – George, Boney, Vance, Ware and Brown

Nays: 0

21.	2026-91	Approve the Employee Education Agreement between William Carey University and the City of Hattiesburg, for City employees, and authorize the Mayor to execute the same.
		<u>Attachments:</u> <u>WCU Continuing Education Agreement</u>

A **MOTION** was made by Council Member Boney and seconded by Council Member Vance

to **APPROVE** the Employee Education Agreement between William Carey University and the City of Hattiesburg, for City employees,

and **AUTHORIZE** the Mayor to execute the same.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 – George, Boney, Vance, Ware and Brown

Nays: 0

22.	2026-72	Approve the proposal from Doleac Electric Company, Inc., for generator maintenance services for the City of Hattiesburg, and authorize the Mayor to execute an agreement based upon the same.
		<u>Attachments:</u> <u>Proposal City Hattiesburg Generator Maint 2026</u>

A **MOTION** was made by Council Vice President George and seconded by Council Member Boney

to **APPROVE** the proposal from Doleac Electric Company, Inc., for generator maintenance services for the City of Hattiesburg,

and **AUTHORIZE** the Mayor to execute an agreement based upon the same.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 – George, Boney, Vance, Ware and Brown

Nays: 0

23.	2026-94	Approve an Agreement between the City of Hattiesburg and Grill Concessions and Catering, LLC to operate and provide concession services at the William “Bill” Wicht Pavilion at Tatum Park Soccer Complex, and authorize the Mayor to execute all necessary documents related thereto. <u>Attachments:</u> <u>The Grill Concessions Agreement 2026</u>
-----	---------	---

A **MOTION** was made by Council Member Brown and seconded by Council Vice President George
to **APPROVE** an Agreement between the City of Hattiesburg and Grill Concessions and Catering, LLC to
operate and provide concession services at the William “Bill” Wicht Pavilion at Tatum Park Soccer Complex,
and **AUTHORIZE** the Mayor to execute all necessary documents related thereto.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 – George, Boney, Vance, Ware and Brown

Nays: 0

24.	2026-117	Approve the quote from Arctic Wolf for cybersecurity services for the City of Hattiesburg in the amount of \$43,952.46, and authorize the Mayor to execute all necessary documents related thereto. <u>Attachments:</u> <u>articwolf quote</u>
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A **MOTION** was made by Council Vice President George and seconded by Council Member Brown
to **APPROVE** the quote from Arctic Wolf for cybersecurity services for the City of Hattiesburg in the amount of
\$43,952.46,
and **AUTHORIZE** the Mayor to execute all necessary documents related thereto.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 – George, Boney, Vance, Ware and Brown

Nays: 0

25.	2026-93	Acknowledge receipt of the 2025-2026 LEO Grant award from the Mississippi Department of Public Safety (Grant No. 2025007) for the purchase of APX6000 Motorola radios in the total project amount of \$75,719.80, which requires a 50/50 cost match. <u>Attachments:</u> <u>Hattiesburg</u>
-----	---------	--

A **MOTION** was made by Council Member Brown and seconded by Council Vice President George
to **ACKNOWLEDGE** receipt of the 2025-2026 LEO Grant award from the Mississippi Department of Public
Safety (Grant No. 2025007) for the purchase of APX6000 Motorola radios in the total project amount of \$75,719.80, which
requires a 50/50 cost match.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 – George, Boney, Vance, Ware and Brown

Nays: 0

26.	2026-115	Acknowledge bids received on February 5, 2026, for the Bobby Chain Airport Timber Cutting, and accept the bid of New South Logging as the highest bidder. <u>Attachments:</u> <u>Bid Tabulation</u>
-----	----------	--

A **MOTION** was made by Council Member Brown and seconded by Council Vice President George

to **ACKNOWLEDGE** bids received on February 5, 2026, for the Bobby Chain Airport Timber Cutting, and accept the bid of New South Logging as the highest bidder.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 – George, Boney, Vance, Ware and Brown

Nays: 0

ROUTINE AGENDA

A **MOTION** was made by Council Vice President George and seconded by Council Member Brown to **APPROVE** the Routine Agenda, including the claims docket.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 – George, Boney, Vance, Ware and Brown

Nays: 0

- | | | |
|----|---------------------|---|
| 1. | 2026-116 | Acknowledge receipt of the monthly budget report for the month ending January 31, 2026. |
| | <u>Attachments:</u> | <u>REV 0126</u>
<u>EXP 0126</u> |
| 2. | 2026-113 | Approve the claims docket for the period ending February 13, 2026. |
| | <u>Attachments:</u> | <u>DOCKET 26.0213</u>
<u>DT 26.0213</u> |

Executive Session

A **MOTION** was made by Council Vice President George to **ENTER CLOSED SESSION TO DETERMINE THE NEED TO ENTER EXECUTIVE SESSION** at 4:19 p.m.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 – George, Boney, Vance, Ware and Brown

Nays: 0

Council President Ware requested that the Chambers be cleared at this time.

A **MOTION** was made by Council Vice President George and seconded by Council Member Brown to **ENTER EXECUTIVE SESSION** at 4:20 p.m. to discuss *pending litigation*, as an open meeting would have a detrimental effect on the City’s litigating position, in accordance with Mississippi Code Section § 25-41-7 (b).

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 – George, Boney, Vance, Ware and Brown

Nays: 0

§ 25-41-7 (b): *Litigation, where open discussion would have detrimental effect on litigating position.*

The City Attorney stepped out into the hall and announced that the Council had entered executive session to discuss pending litigation.

Those present for the Executive Session were Mayor Toby Barker; Council members Jeffrey George, Eric Boney, LeAnn Vance, Dave Ware and Nicholas Brown; Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Chief Financial Officer, Malcolm Berch; Police Chief, Hardy Sims; Fire Chief, Chris Carr; Interim Assistant Fire Chief, Kerry Hardges; Director of Urban Development, Wiley Quinn; Director of Transportation and Engineering, Marybeth Bergin; Deputy Director of Transportation and Engineering, Hunter White; Director of Public Works, Ronnie Perkins; Director of Parks and Recreation, Betsy Mercier; Chief Communications Officer, John

Arender; Clerk of Council, Ronda Kennedy; Deputy Clerk of Council, Lisa Luu Jolly; and Attorneys Keith Turner and Betty Ruth Fox of Watkins & Eager, PLLC.

A **MOTION** was made by Council Vice President George and seconded by Council Member Brown to **EXIT** Executive Session and **RE-OPEN** the meeting to the public at 4:23 pm.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 – George, Boney, Vance, Ware and Brown

Nays: 0

Council President Ware called the meeting back to order in open session and reported that, during executive session, the Council discussed matters pertaining to pending litigation and that no action was taken.

A **MOTION** was made by Council Vice President George and seconded by Council Member Brown to **ADD** the amendment to the agreement with USA Yeast to the agenda.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 – George, Boney, Vance, Ware and Brown

Nays: 0

A **MOTION** was made by Council Vice President George and seconded by Council Member Vance to **APPROVE** the amendment to the agreement with USA Yeast, and **AUTHORIZE** the Mayor to execute the same.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 – George, Boney, Vance, Ware and Brown

Nays: 0

In Memoriam:

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

- *Mr. Anthony (Ray-Ray) Holliman*
- *Ms. Donna Jill Johnson*
- *Mrs. Erma Lee Craft*

Meeting Adjourn

THERE BEING NO FURTHER BUSINESS, Council President Ware declared the meeting adjourned at 4:25 p.m. on this 17th day of February 2026, by unanimous consent.

The next Council meeting had been duly scheduled for the 2nd day of March 2026.

APPROVAL OF MINUTES AND CERTIFICATION

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: Ann Jones, Chief Administrative Officer
Date: Tuesday, March 3, 2026
Re: Take from the table: Adopt an Ordinance to amend Section 7 of the Hattiesburg Land Development Code (Ordinance No. 3209, as amended) to add “crusher run” as an approved “hard surface” used for parking and driveways within Historic Overlay Districts.” Planning Commission recommended approval, with changes, on January 7, 2026.
File Number: 2026-18
Minute Book #

Summary

Adopt an ordinance to amend Section 7 of the Hattiesburg Land Development Code, Ord. No. 3209, as amended, to add the following to section 7.12.8.3. Planning Commission recommended approval of the amendment with added language in ***bold/italicized***.

iv. “Crusher run” is an approved hard surface when used for parking and driveways inside any historic district, ***excepting aprons***.

The Hattiesburg Historic Conservation Commission heard the request on February 11th and stated no concerns with the text amendment.

Recommendation Statement

Planning Commission recommended approval, with changes, on January 7, 2026.

Please place this on the March 3, 2026 City Council meeting for consideration.



Quick Facts:

Applicant:

Chad F Edmonson

Address:

N/A

Zoning:

N/A

Future Land Use:

N/A

Historic District:

N/A

Overlay District(s):

N/A

Flood Zone:

N/A

Ward:

N/A

County:

N/A

PPIN Number(s):

N/A

Parcel Number(s):

N/A

Hattiesburg Planning Commission

Planning Division

Item B- Staff Report

January 7, 2025



Potential Example of "Crusher Run" Driveway

Applicant's Requests:

Chad F. Edmonson requests a text amendment to Section 7 of the Hattiesburg Land Development Code, Ord. No. 3209, as amended, to add "crusher run" as an approved "hard surface" used for parking and driveways inside any historic district."

Background and History

The applicant's text amendment proposes that "crusher run" be approved as a hard surface for parking and driveways in historic districts. The Land Development Code currently only allows for a "hard surface" to be made out of asphalt or concrete, and "as approved by the Engineering Department." Gravel is allowable only in A-1 zoning districts by right and A-2 zoning districts with a conditional use approval.

Proposed Text of Amendment:

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. 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
- iv. "Crusher run" is an approved hard surface when used for parking and driveways inside any historic district.*

Codes and 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. 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

Considerations and Basis for Approval

Applicant's Request:

Chad F. Edmonson requests a text amendment to Section 7 of the Hattiesburg Land Development Code, Ord. No. 3209, as amended, to add “crusher run” as an approved “hard surface” used for parking and driveways inside any historic district.”

Option:

Recommend approval or denial of a text amendment to Section 7 of the Hattiesburg Land Development Code, Ord. No. 3209, as amended, to add “crusher run” as an approved “hard surface” used for parking and driveways inside any historic district.”



Application for Public Hearing

City of Hattiesburg – Planning Division

PO BOX 1898 – Hattiesburg, MS 39403-1898 | Phone (601)- 545-4599

NOTE:

- Fill this application out IN FULL with what applies to your application
- Refer to the hattiesburgms.com/planning for Land Development Code and GIS map. Access via link or QR code



Applicant Information

Name Applicant: Chad F. Edmonson Project Name: Crusher Run

Municipal Address of Site: _____ PPIN #: _____

Parcel Number(s): _____

Type of Public Hearing	Additional Information Needed:
☐ Variance (fill out pages 7 & 8)	☐ Sign ☐ Setback ☐ Off-Site Parking ☐ Lot Width ☐ Lot Coverage Area ☐ Buffer ☐ Open Space ☐ Other: _____
☐ Rezoning (fill out page 11)	Existing Zoning: _____ Proposed Zoning: _____
☐ Conditional Use (fill out pages 9 & 10)	☐ Automotive Filling Station ☐ Digital Billboard, New ☐ Digital Billboard, Replacement ☐ Telecommunications ☐ Restaurant ☐ Solar Farm ☐ Other: _____

Other Application types:

- | | |
|--|---|
| ☐ Subdividing of a lot, Parcel, or Tract (fill out page 12) | ☒ Text Amendment |
| ☐ Street or Alley Renaming (fill out pages 13 & 14) | ☐ Overlay District |
| ☐ Vacating Street or Alley (fill out pages 13 & 14) | ☐ Planned Mixed-Use District (PMU) |

For Staff Only:				
Zoning:	Historic District:	Flood Zone:	Ward:	
			☐ 1	☐ 2 ☐ 3 ☐ 4 ☐ 5
Project Number: <u>TXAM-1125-0007</u>		Received: <u>4/3/25</u> <u>NS</u>		
PPIN # or Parcel #:				

Chad F. Edmonson
1202 S 34th Ave
Hattiesburg, MS 39402
(917) 952-4262
chad.f.edmonson@gmail.com

November 3, 2025

Mr. Nathan Satcher,
Planner, Department of Urban Development
City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39403

Subject: Text Amendment to Land Development Code.

Dear Mr. Satcher,

The purpose of this letter is to request a text amendment to the Land Development Code as follows:

To amend Section 7.12.8.3 to add "crusher run" as an approved "hard surface" used for parking and driveways inside any historic district.

Thank you for the opportunity to present on this matter. If you have any questions or need additional information, please contact me.

Best,



Chad F. Edmonson

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
January 7th, 2026**

Board Members Roll Call:

Members Present:

1. Richard Conville
2. Charles Dawe
3. Michael Dickerson
4. Edward Hargrove
5. Amy Hinton, Chair
6. Caroline Ingram
7. Elayne Lockett
8. Rhoda Pickett, Vice Chair
9. Lee Anne Venable
10. Rebekah Ray, Secretary

Members Not Present:

1. Vacant Seat

Staff Present:

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

Chair Hinton declared the Hattiesburg Planning Commission meeting open and in session at 1:02 p.m.

AGENDA REVIEW

Motion:

Made by Commissioner Rebekah Ray to approve January's agenda.

Second:

Made by Commissioner Elayne Lockett

Vote:

Board Member	Yea	Nay	Other
Richard Conville	X		
Charles Dawe			ABSENT
Michael Dickerson	X		
Edward Hargrove	X		
Amy Hinton	X		
Caroline Ingram	X		
Elayne Lockett	X		
Rhoda Pickett	X		
Rebekah Ray	X		
Lee Anne Venable			ABSENT

The motion to approve January's agenda was passed by an 8-0 vote.

Commissioner Dawe and Commissioner Venable arrived prior to the minutes review.

MINUTES REVIEW

Motion:

Made by Commissioner Rebekah Ray to approve the December 2025 meeting minutes, subject to staff corrections.

Second:

Made by Commissioner Rhoda Pickett

Vote:

Board Member	Yea	Nay	Other
Richard Conville	X		
Charles Dawe	X		
Michael Dickerson	X		
Edward Hargrove	X		
Amy Hinton	X		
Caroline Ingram	X		
Elayne Lockett	X		
Rhoda Pickett	X		
Rebekah Ray	X		
Lee Anne Venable	X		

The motion to approve the December 2025 meeting minutes passed with a 10-0 vote.

BUILDING REPORT

Kevin Bates, Building Official, gave the Building Permit Report for November and December 2025.

PLANNING REPORT

Planning staff provided updates on the previous month's agenda items and an update on the progress of the comprehensive plan.

CHAIR'S REPORT

The Chair did not have a report for the meeting.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

Commissioner Pickett recused herself from items B and C.

Item B: Chad F. Edmonson requests a text amendment to Section 7 of the Hattiesburg Land Development Code, Ord. No. 3209, as amended, to add “crusher run” as an approved “hard surface” used for parking and driveways inside any historic district.” 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.

Discussion and Vote:

The Planning Staff introduced the case.

- Presented by:
 - o Chad F. Edmonson
- Proponents:
 - o None
- Opponents:
 - o None

Motion:

Made by Commissioner Edward Hargrove to recommend approval of the intent of the text amendment that was on the screen at the meeting:

- “Crusher run” is an approved hard surface when used for parking and driveways inside any historic district, excepting aprons.”

Second:

Made by Commissioner Lee Anne Venable

Vote:

Board Member	Yea	Nay	Other
Richard Conville	X		
Charles Dawe	X		
Michael Dickerson	X		
Edward Hargrove	X		
Amy Hinton	X		
Caroline Ingram		X	
Elayne Lockett	X		
Rhoda Pickett			RECUSED
Rebekah Ray	X		
Lee Anne Venable	X		

The motion to recommend approval of the request passed 8-1.

Commissioner Dawe recused himself from item C.

Item C: Chad F. Edmonson requests a text amendment to the Hattiesburg Land Development Code, Ord. No. 3209, as amended, to allow accessory dwelling units in residential zoning districts that are also located in historic districts. 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.

Discussion and Vote:

The Planning Staff introduced the case.

- Presented by:
 - o Chad F. Edmonson
- Proponents:
 - o None
- Opponents:
 - o None

Motion:

Made by Commissioner Caroline Ingram to table the item for the next meeting.

Second:

Made by Commissioner Edward Hargrove

Vote:

Board Member	Yea	Nay	Other
Richard Conville	X		
Charles Dawe			RECUSED
Michael Dickerson	X		
Edward Hargrove	X		
Amy Hinton	X		
Caroline Ingram	X		
Elayne Lockett	X		
Rhoda Pickett			RECUSED
Rebekah Ray	X		
Lee Anne Venable	X		

The motion to table the request passed 8-0.

Commissioner Dawe and Commissioner Pickett rejoined the meeting.

Item D: Derrick Young, Applicant, requests approval of a zoning change from B-2 to R-1B for properties at 702 W 7th Street (PPIN 23495 & 23496, Forrest County, Ward 2).

Discussion and Vote:

The Planning Staff introduced the case.

- Presented by:
 - o Derrick Young
- Proponents:
 - o Jammeica Godfrey
 - o Chad F. Edmonson
- Opponents:
 - o None

Motion:

Made by Commissioner Charles Dawe to recommend approval.

Second:

Made by Commissioner Rebekah Ray

Vote:

Board Member	Yea	Nay	Other
Richard Conville	X		
Charles Dawe	X		
Michael Dickerson	X		
Edward Hargrove	X		
Amy Hinton	X		
Caroline Ingram	X		
Elayne Lockett	X		
Rhoda Pickett	X		
Rebekah Ray	X		
Lee Anne Venable	X		

The motion to recommend approval passed with a 10-0 vote.

Item E: Derrick Young, Applicant, requests approval for a preliminary plat for a major subdivision to be known as the “Rawls Avenue Development” for properties at 702 W 7th Street (PPIN 23495 & 23496, Forrest County, Ward 2).

Discussion and Vote:

The Planning Staff introduced the case.

- Presented by:
 - o Derrick Young
- Proponents:
 - o Jammeica Godfrey
 - o Chad F. Edmonson
- Opponents:
 - o None

Motion:

Made by Commissioner Charles Dawe to recommend approval.

Second:

Made by Commissioner Michael Dickerson

Vote:

Board Member	Yea	Nay	Other
---------------------	------------	------------	--------------

Richard Conville	X		
Charles Dawe	X		
Michael Dickerson	X		
Edward Hargrove	X		
Amy Hinton	X		
Caroline Ingram	X		
Elayne Lockett	X		
Rhoda Pickett	X		
Rebekah Ray	X		
Lee Anne Venable	X		

The motion to recommend approval passed with a 10-0 vote.

Other Business:

- Work Session- February proposed LDC text Amendment presentation
 - *Commissioner Hargrove and Commissioner Lee Anne Venable departed the meeting.*

Adjournment:

Motion:

Made by Commissioner Rhoda Pickett to adjourn

Second:

Made by Commissioner Elayne Lockett

The motion to adjourn the meeting passed with an 8-0 vote.

The Planning Commission adjourned the meeting at 3:16 pm.

Rebekah Ray, Secretary

Cory Long, AICP, Planning Division Manager

ORDINANCE NUMBER _____

**AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE
(ORDINANCE NUMBER 3209, AS AMENDED), SECTION 7: STANDARDS OF DESIGN
FOR THE CITY OF HATTIESBURG, MISSISSIPPI**

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

SECTION 1. That the Land Development Code, Ordinance Number 3209, as amended, of the City of Hattiesburg, Mississippi, be further amended as follows:

Code Section	Amendment <i>Explanations are written in italic text and are not part of the adopted code.</i>
Section 7.12.8.3	<i>Amend to add the following to the end of section 7.12.8.3</i> iv. “Crusher run” is an approved hard surface when used for parking and driveways inside any historic district, excepting aprons.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Land Development Code, Ordinance Number 3209, adopted February 21, 2017, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. The Director of Urban Development, in coordination with the Planning Division, is authorized to renumber, reletter, or reformat the provisions of this Ordinance, including all associated tables, figures, and diagrams, as necessary to maintain consistency with the structure and organization of the Land Development Code. These administrative changes shall not alter the substance or intent of any provision and shall be documented in the official records of the City.

SECTION 4. 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 Councilmember _____, seconded by Councilmember _____, 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., 2026.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above foregoing Ordinance having been submitted to and approved by the Mayor, this the _____ day of _____ A.D., 2026.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director
cc: Ann Jones
Date: Tuesday, March 3, 2026
Re: Adopt an Ordinance amending the City of Hattiesburg Land Development Code (Ordinance No. 3209, as amended) to revise portions of Sections 2, 4, 5, 6, 7, 10, 12, and 13 (text amendments). Planning Commission recommended approval, with changes, on February 4, 2026.
File Number: 2026-102
Minute Book #

Summary

Adopt an Ordinance for a text amendment to the City of Hattiesburg Land Development Code (Ordinance No. 3209, as amended) to update Sections 2, 4, 5, 6, 7, 10, 12, and 13, including provisions related to variance reestablishment, annexation transition, historic overlay conflicts, self-storage approvals, automotive filling station and drive-through standards, dimensional and design clarifications, sign standards, process/notice updates, and definition revisions. Planning Commission recommended approval on February 4th, 2026, with changes.

Recommendation Statement

Planning Commission recommended approval, with changes, on February 4, 2026.

Please place this on the March 3, 2026 City Council meeting for consideration.



Quick Facts:

Applicant:

City of Hattiesburg

Purpose of Request:

Text Amendment to the Land Development Code, Ordinance #3209, as Amended

Hattiesburg Planning Commission Planning Division

Item B- Staff Report

February 4th, 2026

Text Amendment Request: The City of Hattiesburg requests a text amendment to the Hattiesburg Land Development Code, Ord. No. 3209, as amended, to the following sections:

- Section 2 (Applicability and Conformity)
- Section 4 (Zoning Districts Established)
- Section 5 (Use Regulations and Conditions)
- Section 6 (Dimensional Standards)
- Section 7 (Standards of Design)
- Section 10 (Signs)
- Section 12 (Process and Procedures)
- Section 13 (Definitions).

Summary:

These amendments are intended to clarify and strengthen the Land Development Code in several targeted areas where staff have encountered recurring interpretation and administration issues. The updates prevent “zombie” variances by requiring reestablishment after discontinuance, add a clear annexation transition framework to guide permitting and interim development review before permanent zoning is applied, and clarify how historic district approvals interact with base code standards.

The package also refines use permissions and conditions (including self-storage and operational standards for fueling stations and drive-through restaurants), improves dimensional and design standards for consistency and enforceability (side yard interpretations, multiple principal buildings, exterior material thresholds, and landscape island flexibility), and makes key sign standards and process requirements clearer (historic monument sign frontage exception, projecting sign limits, conditional use site plans, variance deadlines, appeal timing, and notice posting).

Finally, the definitions section is updated to reduce ambiguity in common classifications and to better align care-related land uses with current terminology and licensing concepts.

Proposed Code Amendments

Below is the updated staff report summary, by section, of the proposed text amendments to the Land Development Code. A full list of all changes is included in the draft ordinance as a separate attachment.

Section 2

- Adds new subsection 2.4.11 (Variances) to address “zombie variances” by clarifying that variance approvals are not perpetual if the variance-approved condition is discontinued or removed.
- Adds new Section 2.6 (Annexation Transition) to guide how newly annexed properties are administered prior to permanent zoning, establishing an interim development designation for permit administration prior to permanent zoning.

Section 4.7.2 Historic Overlay District

- Adds 4.7.2.1 (Superseded Standards and Conflicts) to clarify that when an approved COA requires a design or sign treatment that conflicts with the Code, the COA governs to the extent of the conflict.

Section 5 Use Regulations and Conditions

Table 5.1 Use Table

- Self-Storage (B-5): Changes self-storage from Permitted with Conditions to Conditional Use in the B-5 zoning district.
- Automotive Filling Stations
 - Clarifies canopy setback measurements, parking count, and design standards
- Restaurants with Drive-Thru
 - Adds a cross-reference requiring drive-thru restaurants to meet stacking and queuing requirements in Section 7.12.16, including any fast-food stacking standards.

Section 6 Dimensional Standards

- Adds a clarification for districts listing side yards as “0 or 10 feet” or “0 or 15 feet.”

Section 7 Standards of Design

- 7.8.1.3 Multiple Principal Buildings: Clarifies that multiple principal buildings may be permitted where allowed by the district and approved through site plan review or applicable processes; retains the clustering/pedestrian connection intent.
- 7.8.1.6 Exterior Material Standard: Clarifies CMU/metal panels may not be used as “primary” exterior materials and defines “primary” as 75% or more of a wall plane or mansard; allows alternatives through the applicable review process.

- 7.5.3.9 Landscape Islands: Adds a minimum landscape area requirement (120 sq ft) while keeping 8'x15' as the typical standard; allows alternative dimensions with SDRC approval if area and intent are met, and emphasizes long-term tree health.

Section 10 Signs

- Table 10.6-2 Wall Signs: Extends the B-1/R wall sign area standard to include Agricultural (A) zones.
- Table 10.6-2 Monument Signs (Historic Overlay): Adds a new historic overlay provision allowing monument signs without the minimum frontage requirement when approved through the COA process.
- Projecting Signs: Clarifies projecting signs are limited to one (1) per structure/unit, in addition to existing ROW and traffic clearance limitations.

Section 12 Processes

- Conditional Uses: Requires a site plan as part of a conditional use application.
- Approved Site Plans (12.3.4): Expands binding site plan language to cover conditional use approvals in addition to appeals; maintains SDRC authority for minor variations and limits site plan validity unless a valid building permit exists.
- Variance Conditions (12.4.1.2): Adds a two-year establishment deadline for variances and clarifies lapse and reestablishment rules, including a cross-reference to 2.4.11.
- Appeal Procedures / Notice Timing: Clarifies notice timing for appeals of Director/SDRC decisions (filed at least 15 days before the Planning Commission meeting and advertised prior to the meeting); applies similar procedure to fee-in-lieu requests.
- Posted Notice Signs: Simplifies the required posted sign content by removing the date/signature elements, while retaining key hearing information and the 15-day posting requirement.

Section 13 Definitions

- Updates Bar and Restaurant definitions and clarifies that primary use may be determined by reviewing sales over a consecutive 90-day period.
- Adds and alphabetizes new definitions: Day, Interim Development Designation, and updated care-use definitions, including Rehabilitation Center, Nursing Care Facility (Nursing Home), Assisted Living, Congregate Care, and Hospice Care.

ORDINANCE NUMBER _____
OF THE
CITY OF HATTIESBURG, MISSISSIPPI

**AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE,
ORDINANCE NUMBER 3209, AS AMENDED, SECTION 2 – APPLICABILITY AND
CONFORMITY, SECTION 4 - ZONING DISTRICTS ESTABLISHED, SECTION 5 -USE
REGULATION, SECTION 7 STANDARDS OF DESIGN, SECTION 12 PROCESSES
AND PROCEDURES, AND SECTION 13 DEFINITIONS, FOR THE CITY OF
HATTIESBURG, MISSISSIPPI.**

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

SECTION 1. That the Land Development Code, Ordinance Number 3209, as amended, of the City of Hattiesburg, Mississippi, be further amended as follows:

Code Section	Amendment <i>Explanation of the amendment in italics</i>
Section 2.4	<i>Add the following to create a new subsection under 2.4:</i> 2.4.11 Variances A. Applicability. This section applies to any variances approved, whether approved before or after the effective date of this ordinance. B. Lawful continuation. A variance-approved condition that lawfully exists may continue only in accordance with the provisions of this section. C. Reestablishment restricted. A variance-approved condition, when discontinued or abandoned, shall not be resumed. Discontinuance or abandonment shall be defined as: i. When the variance-approved condition ceases to exist in a bona fide manner for a period of six consecutive calendar months. ii. When a building, structure, or site improvement that is authorized or enabled by a variance-approved condition is removed, demolished, or altered so that the variance-approved condition no longer exists. iii. When a property is redeveloped or reconfigured in a manner that eliminates or replaces the variance-approved condition. D. Conforming by Ordinance Change. If a variance-approved dimensional condition becomes compliant due to an amendment to this ordinance or a change to the applicable zoning district standards, the condition may continue as a conforming condition, and no new variance shall be required. E. A discontinued variance approved condition shall not be reestablished except in compliance with current Code requirements or upon approval of a new variance

	in accordance with Section 12.
Section 2	<i>Add the following to create a new section under Section 2:</i> 2.6 – Annexation Transition 2.6.1 Annexed Properties, Interim Zoning Administration A. Applicability. Upon the effective date of annexation, annexed property shall be subject to this Code. B. Interim status. Until a zoning district is applied by ordinance through amendment to the Official Zoning Map, annexed property shall remain subject to the lawful county zoning classification, if any, or to its existing lawful use if the county has no zoning. C. Interim Development Designation. During the interim period, the Director of Urban Development may issue an Interim Development Designation for annexed property, subject to recommendation by the Site and Design Review Committee, for the limited purpose of administering development standards and permit review under this code. D. Basis. The Interim Development Designation shall be based on the current lawful land use and the zoning and development pattern of surrounding properties, and shall further the intent of this Code and any applicable adopted plans. E. Limits. The Interim Development Designation shall not amend the Official Zoning Map and shall not authorize uses not otherwise lawful under subsection B. The Interim Development Designation shall not prohibit development that is otherwise lawful under subsection B, except as necessary to comply with generally applicable City regulations and adopted standards (including, but not limited to, building and fire codes, flood damage prevention, stormwater and drainage requirements, access management, and public safety). F. Duration. The Interim Development Designation shall remain in effect for twelve (12) months from the effective date of annexation or until the property is assigned permanent zoning by ordinance, whichever occurs first. G. Permanent zoning required. The City shall initiate and process a zoning map amendment to apply permanent zoning in accordance with state law notice and public hearing requirements prior to expiration of the interim period in accordance with section 12.3. H. No vested right. An Interim Development Designation does not create a vested right to permanent zoning of the same classification. I. Appeals. Any determination or decision made under this Section, including issuance, denial, or conditions of an Interim Development Designation, may be appealed in accordance with Section 12.4.2.
Section 4.7.2	<i>Add the following subsection under section 4.7.2, Historic Overlay District:</i> 4.7.2.1 - Superseded Standards and Conflicts. Where a Certificate of Appropriateness (COA) issued by the Hattiesburg Historic Conservation Commission (HHCC) requires a design or sign treatment that conflicts with a standard of this Code, the COA shall govern to the extent of the conflict. All standards not expressly addressed by the COA remain in

	full force and effect. Nothing herein modifies compliance with applicable building and fire codes.
Section 5, Table 5.1	<i>Amend the following use in the B-5 zoning district for Self-Storage:</i> For “Self-Storage”, change from “Permitted with conditions” to “Conditional Use” in B-5 Zoning Districts.
Section 5, Table 5.1	<i>Add the following Use Conditions for “Automotive Filling Station” under section 5.4.7 and number accordingly:</i> 5.4.7.3 Automotive Filling Stations i. Setback measurement. Where a fuel dispenser canopy is provided, required yard setbacks for an automotive filling station shall be measured to the outermost edge of the canopy, including overhangs. ii. Pump islands shall be located to provide queuing space for a minimum of one (1) vehicle behind the dispenser closest to an entrance or exit driveway, without impeding on-site circulation. iii. Parking Count. Fueling positions at pump islands may be counted toward the minimum off-street parking requirement. iv. Design Standards. All exterior elements of the canopy, including supporting columns, shall meet the façade and material requirements of Section 7.8 of the underlying zoning district and shall be compatible with the architectural style of the principal structure.
Section 5, Table 5.1	<i>Add the following Use Conditions for “Restaurant, with drive-thru” to section 5.4.41:</i> 5.4.41.7 Stacking and Drive-Through Requirements i. Where a restaurant includes drive-through service, stacking and queuing requirements shall comply with Section 7.12.16, including any additional stacking space requirements applicable to fast food restaurants.
Section 5, Table 5.1	<i>Amend the use of “Rehabilitation center, nursing care, assisted living, congregate care, palliative care, and hospice care” to the following, removing palliative care:</i> Rehabilitation center, nursing care, assisted living, congregate care, and hospice care.
Section 6.3.3	<i>Add the following subsection to 6.3.3 regarding side yard setbacks</i> 6.3.3.4 Side yard standards where listed as “0 or 10 feet” and “0 or 15 feet” i. Where a district lists the side yard as “0 or 10 feet/0 or 15 feet” a building may be located on one side lot line only if a minimum ten/fifteen (10/15) foot side yard is provided on the opposite side. A wall on the lot line shall contain no openings except as permitted by applicable building and fire codes. Where a wall is located less than five (5) feet from a side lot line, the Director may require a recorded

	wall maintenance easement at least five (5) feet wide on the adjacent lot, parallel to the wall.
Section 7.5.3.9	<i>Amend section 7.5.3.9 from the following:</i> 7.5.3.9 A landscaped island not less than 8 feet wide and 15 feet in length, measured from back of curb, shall be installed for each 150 lineal feet of parking area and shall cap ends of parking rows. Islands shall be landscaped in accordance with the landscape standards of this code. (See Illustration 7.5-3) <i>To read as follows, specifying an alternative compliance using sq. ft.:</i> 7.5.3.9 A landscaped island providing not less than one hundred twenty (120) square feet of landscaped area shall be installed for each 150 lineal feet of parking area and shall cap ends of parking rows. Landscape islands shall generally be not less than 8 feet wide and 15 feet in length, measured from back of curb; alternative dimensions may be approved by the Site and Design Review Committee, provided the minimum area requirement is met, and the intent of this standard is satisfied. Islands shall be landscaped in accordance with the landscape standards of this code and designed and constructed to support long-term tree health (See Illustration 7.5-3)
Section 7.8.1.3	<i>Amend section 7.8.1.3 from the following:</i> 7.8.1.3 Multiple buildings on a site should be clustered to create a plaza or pedestrian mall areas. Where this cannot be achieved, buildings shall be connected by means of pedestrian walkways defined by separate paving textures and accented by landscape areas. <i>To read as follows, allowing multiple principal buildings:</i> 7.8.1.3 Multiple <u>principal</u> buildings may be permitted on a zoning lot where allowed by the underlying district and approved through site plan review or other applicable approval. Multiple buildings on a site should be clustered to create a plaza or pedestrian mall areas. Where clustering cannot be achieved, buildings shall be connected by pedestrian walkways defined by distinct paving textures and accented by landscape areas.
Section 7.8.1.6	<i>Amend section 7.8.1.6 from the following:</i> 7.8.1.6 No flat-faced cement block or metal surfaces shall be visible upon the exterior of any building as a primary surface material or mansard. Alternatives of equal or better quality may be considered. (See illustration 7.8-3) <i>To read as follows, specifying the % of exterior wall materials allowed:</i>

	7.8.1.6 No flat-faced concrete masonry unit (CMU) block or metal panel surfaces shall be used as a primary exterior surface material. “Primary” means seventy-five percent (75%) or more of any exterior wall plane or mansard surface. Materials of equal or superior quality may be considered as alternatives, subject to approval through the applicable review process. (See Illustration 7.8-4.)
Section 7.10.1.1	<i>Amend section 7.10.1.1 from the following :</i> 7.10.1.1 There shall be a minimum of 20 square feet of interior landscaped area provided within each parking lot for each parking space provided exclusive of landscape islands. <i>To read as follows, specifying the type of landscaping required:</i> 7.10.1.1 There shall be a minimum of 20 square feet of interior landscaped area provided within each parking lot for each parking space provided exclusive of landscape islands. Interior landscaped areas shall not consist solely of turf grass and shall consist primarily of low-growing, native plant materials such as shrubs, groundcover, and/or flowering plants; trees may be included where appropriate.
Section 10.6, Table 10.6-2	<i>Amend Table 10.6-2, wall sign message area max for B-1 and R zones from the following:</i> For B-1, All R zones - 1 sq. ft. sign area/ 1’ front facade width up to 50 sq. ft. <i>To read as following, adding agricultural zones:</i> All A and R zones, B-1 zone- 1 sq. ft. sign area/ 1’ front facade width up to 50 sq. ft.
Section 10.6, Table 10.6-2	<i>Amend Table 10.6-2, to create a new row under the “On Premises Signs Freestanding” section to add the following:</i> Within the Historic Overlay District, the minimum street frontage requirement for new monument signs shall not apply, provided the Hattiesburg Historic Conservation Commission approval has been obtained through the Certificate of Appropriateness process.
Section 10.6, Table 10.6-2	<i>Amend Table 10.6-2, additional criteria for Projecting Signs from the following:</i> 1/ May not project into public ROW, except sidewalks, or impede traffic <i>To read as follows:</i> 1 per structure /unit - may not project into public ROW, except sidewalks, or impede traffic

Section 12.3.3.3	<i>Amend to add the following new subsection under 12.3.3.3 Application and Review Procedures for Conditional Uses Approval</i> 12.3.3.3.i Site Plan Required. A site plan shall be required as part of a conditional use application.
Section 12.3.4	<i>Amend Section 12.3.4 from the following:</i> 12.3.4 Approved Site Plans. Whenever a site plan is required for an appeal, the site plan shall be reviewed for conformity with the requirements of this Code and, if approved, shall be binding on the property. The Site and Design Review Committee may approve minor variations to the site plan during construction to accommodate unforeseen onsite issues provided that those variations do not alter the location, character, use, function, capacity or offsite impacts of the project as determined by the Committee. Any significant change in a site plan shall require the applicant to apply for board approval using the same process and procedures required for original approval. Approved site plans are good for a maximum of one year unless a valid building permit exists for construction according to the site plan. <i>To read as follows:</i> 12.3.4 Approved Site Plans. Whenever a site plan is required for an appeal or conditional use approval, the site plan shall be reviewed for conformity with the requirements of this Code and, if approved, shall be binding on the property. The Site and Design Review Committee may approve minor variations to the site plan during construction to accommodate unforeseen onsite issues, provided that those variations do not alter the location, character, use, function, capacity, or offsite impacts of the project as determined by the Committee. Any significant change in a site plan shall require the applicant to apply for board approval using the same process and procedures required for original approval. Approved site plans are good for a maximum of one year unless a valid building permit exists for construction according to the site plan.
Section 12.4.1.2	<i>Add the following to create a new subsection under 12.4.1.2 regarding variance approval conditions:</i> 12.4.1.2 i. Variance Establishment Deadline and Lapse. A variance approval shall expire and become void if not established within two (2) years of the date of approval. “Established” means the variance-approved condition has been implemented through issuance of required permits and commencement of substantial work, or otherwise placed into operation as applicable. ii. If not established upon expiration, the property shall comply with current code requirements unless a new variance is approved. iii. A variance-approved condition that has been discontinued or abandoned shall not be reestablished except in compliance with current regulations or upon

	approval of a new variance, following section 2.4.11
Section 12.4.3	<i>Add the following to create a new subsection under 12.4.3 regarding appeal procedures:</i> 12.4.3.2 Appeals of the decision of the Director of Urban Development and/or the Site and Design Review Committee shall not be subject to section 12.4.3.2.ii. They shall follow the following regarding notice: i. Appeals shall be filed no later than fifteen (15) days before the next regularly scheduled meeting of the Planning Commission at which the appeal will be heard. ii. Appeals shall be advertised prior to the meeting, published in an official newspaper recognized by the City. - iii.
Section 12.3.3	<i>Add the following subsection to create a new subsection under 12.3.3 regarding fee-in-lieu request procedures:</i> 12.3.3.i Fee-in-lieu requests shall not be subject to the notice requirements of section 12.3.5.4.vi and shall follow the procedures of the appeal process outlined in 12.4.3.2
Section 12.5.4.3.vi	<i>Amend a portion of section 12.5.4.3.vi from the following:</i> 12.5.4.3.vi The applicant will post a sign provided by the City on each street frontage of the property at least 15 days prior to the date of the hearing. The sign will show the time, date and place of the hearing, the reason for the hearing, the date of the notice and signature of the Director, and a telephone number that can be called for information. The applicant is required to maintain the sign(s) on the subject property until the day after the final public hearing. <i>To read as follows, adjusting the notice posting process:</i> 12.5.4.3.vi The applicant will post a sign provided by the City on each street frontage of the property at least 15 days prior to the date of the hearing. The sign will show the time, date and place of the hearing, the reason for the hearing, and a telephone number that can be called for information. The applicant is required to maintain the sign(s) on the subject property until the day after the final public hearing.
Section 13.2	<i>Amend the definitions of “Bar” and “Restaurant” to read as follows:</i> <u>Bar</u>. A commercial enterprise whose primary activity (defined as fifty-one percent (51%) or more) is the sale of alcoholic beverages to be consumed on the premises. Bars include taverns, nightclubs, pubs, and similar facilities serving alcoholic beverages. Primary use shall be determined based on gross sales over a consecutive ninety (90) day period, using sales records provided by the operator upon request.

	<u>Restaurant.</u> A business establishment whose primary service (defined as fifty-one percent (51%) or more) is the providing of food for patrons for consumption on the premises or for take-out. Beverages containing alcohol may also be sold and consumed within the confines of the structure in conjunction with the food service and shall comply with Miss. Code Ann. § 67-1-5, applicable City ordinances, and this Code, including Section 73, Alcoholic Beverage Sales. Examples include cafes, cafeterias, delicatessens, fast food drive-ins, fast food with counter service, and drive-through restaurants. Primary use shall be determined based on gross sales over a consecutive ninety (90) day period, using sales records provided by the operator upon request.
Section 13.2	<i>Add the following definitions to section 13.2 and alphabetize accordingly:</i> <u>Day.</u> Unless otherwise indicated, “day” means a calendar day. <u>Interim Development Designation.</u> An administrative designation issued by the Director of Urban Development, with approval of the Site and Design Review Committee, for annexed property during the interim period prior to permanent zoning by ordinance. An Interim Development Designation is used solely to administer development standards and permit review under this Code, does not amend the Official Zoning Map, does not authorize uses not otherwise lawful, and shall not prohibit development otherwise lawful under the interim status except as necessary to comply with generally applicable City regulations and adopted standards. <u>Rehabilitation Center.</u> An establishment licensed to provide diagnostic, medical treatment, and monitoring services for inpatients who suffer from mental illness or substance abuse disorders, typically requiring extended stays, and providing organized physician and medical staffing and patient food services. <u>Nursing Care Facility (Nursing Home).</u> An establishment primarily engaged in providing inpatient nursing care and related rehabilitative services on an extended basis. <u>Assisted Living.</u> A facility consisting of independent and semi-independent dwelling units, each occupied by not more than two residents per dwelling unit, providing supportive services that may include recreational activities, housekeeping assistance, dietary assistance, and access to on-site staff to provide resident support services. <u>Congregate Care.</u> One main building, or portion thereof, on one zoning lot providing 24-hour-per-day temporary shelter and supportive services for persons without housing, generally for periods not exceeding thirty (30) days. <u>Hospice Care.</u> Any coordinated program of home care with provision for inpatient care for terminally ill patients and their families, provided by a medically directed interdisciplinary team, offering palliative and supportive medical and other services during terminal illness and bereavement.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Land Development Code, Ordinance Number 3209, adopted February 21, 2017, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. The Director of Urban Development, in coordination with the Planning Division, is authorized to renumber, reletter, or reformat the provisions of this Ordinance, including all associated tables, figures, and diagrams, as necessary to maintain consistency with the structure and organization of the Land Development Code. These administrative changes shall not alter the substance or intent of any provision and shall be documented in the official records of the City.

SECTION 4. 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 Councilmember _____, seconded by Councilmember _____, 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., 2026.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above foregoing Ordinance having been submitted to and approved by the Mayor, this

the _____ day of _____ A.D., 2026.

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
Date: Tuesday, March 3, 2026
Re: Accept the Planning Commission's recommendation to deny a conditional use request for a "Group Care Home" for an R-1A zoned property at 2306 Clayton Place (PPIN 24337, Forrest County, Ward 4).
File Number: 2026-101
Minute Book #

Summary

Recommendation Statement

The Planning Commission voted to recommend denial on February 4, 2026.

Please place this on the March 3, 2026 City Council meeting for consideration.



Quick Facts:

Applicant:

Monique Jobe

Address:

2306 Clayton Place

Zoning:

R-1A Single-Family Residential

Future Land Use:

Neighborhood Conservation
District 2

Historic District:

N/A

Overlay District(s):

N/A

Flood Zone:

AE

Ward:

3

County:

Forrest

PPIN Number(s):

24337

Parcel Number(s):

2-039G-17-138.00

Hattiesburg Planning Commission Planning Division

Item A- Staff Report

February 4th, 2026



Property Image

Applicant's Request:

Conditional Use Request—Monique Jobe, Property Owner/Applicant, request conditional use approval for a “Group Care Home” for an R-1A zoned property at 2306 Clayton Place (PPIN 24337, Forrest County, Ward 4).

Applicant's Scope of Work:

The applicant is seeking approval for a conditional use request to use the property as a group home for individuals with Intellectual and Developmental disabilities.



Background and History

The applicant met with staff in a pre-application meeting in the Fall of 2025 to discuss the possibility of using the property as a Group Care Home. The applicant told staff that the home would be for adult individuals with Intellectual and Developmental Disabilities (IDD) and that the home would be kept as is, with only the improvements to the ADA ramp in the rear of the home. Staff went over the regulations and requirements for a group care home, including the need for a public hearing, maximum occupancy for the home, and other conditions listed in the Land Development Code under Section 5.4.25. The staff also told the applicant that the property is located in a flood zone and discussed substantial improvement and flood insurance requirements.



Surrounding Area Image

Conditional use requests allow a community to assess whether a specific use or feature is appropriate for the surrounding area and the overall community. It provides a bit of flexibility in a zoning ordinance, where in some instances a proposed use could be appropriate in a certain area of a zoning district, but not in other areas. As with any conditional use approvals, the planning commission can recommend certain conditions be met with approval, such as exceeding certain landscaping or buffering requirements so that the use is more harmonious with the surrounding area.



Surrounding Area Image

Future Land Use:

Neighborhood Conservation District 2 – Suburban Neighborhoods: This Neighborhood Conservation District is primarily a residential district located in conventional subdivisions. In this district, large tracts of land were platted as single-family residential neighborhoods. Other than schools and churches, non-residential land uses are not typically found in these districts.

District Characteristics: The characteristics of this district include the following: low-density or moderate-density single-family residences; building lots with front and side yards with

standard depths; and a lower overall density of development than downtown or historic neighborhoods.

District Land Uses: The following land uses should be found in this district: single-family residential uses; public and quasi-public uses, such as churches and schools; small neighborhood parks and tot lots.

Codes and Regulations

SECTION 4: Zoning Districts Established

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

SECTION 5 — Use Regulations

Table 5.1 Table of Uses																
Use		Agricultural		Residential				Business				Industrial		Additional Use Conditions Cross Reference		
■	Permitted	A-1	A-2	R-1A	R-1B	R-1C	R-2	R-3	B-1	B-2	B-3	B-4	B-5	I-1	I-2	
□	Permitted with conditions															
◆	Conditional Use															
×	Not Permitted															
Gallery, museum, and library		◆	◆	◆	◆	◆	◆	◆	◆	■	■	■	■	◆	◆	-
Gated communities		◆	◆	◆	◆	◆	◆	◆	×	×	×	×	×	×	×	5.4.25
Glass repair and replacement		×	×	×	×	×	×	×	×	×	□	×	□	×	×	5.4.26
Golf course		■	■	■	■	■	■	■	×	×	×	×	×	×	×	-
Government center/complex and offices		◆	◆	◆	◆	◆	◆	◆	■	■	■	■	■	■	■	-
Group facility		◆	◆	×	×	×	×	◆	◆	◆	◆	×	×	×	×	5.4.27
Group home		◆	◆	◆	◆	◆	◆	◆	◆	◆	×	×	×	×	×	5.4.27

5.4.25 Group Care Home; Group Care Center.

5.4.25.1 A group home shall be located in a structure originally constructed as and designed for a single-family dwelling which shall be the principal structure on the lot. The structure shall not be altered nor the site used in any manner which diminishes its value as a single-family dwelling or which changes its exterior residential character.

5.4.25.2 Group care centers serving individuals who are deemed to be a danger to themselves or others must be identified by the applicant during Site Plan Review. Care centers may not serve more than 20 residents; however, in order to protect the health and safety of the community, the Planning Commission has the right to further restrict the location of facilities and the number of residents, and to require increased buffering, screening, and fencing.



Property Image

Considerations and Basis for Approval

Applicant's Requests:

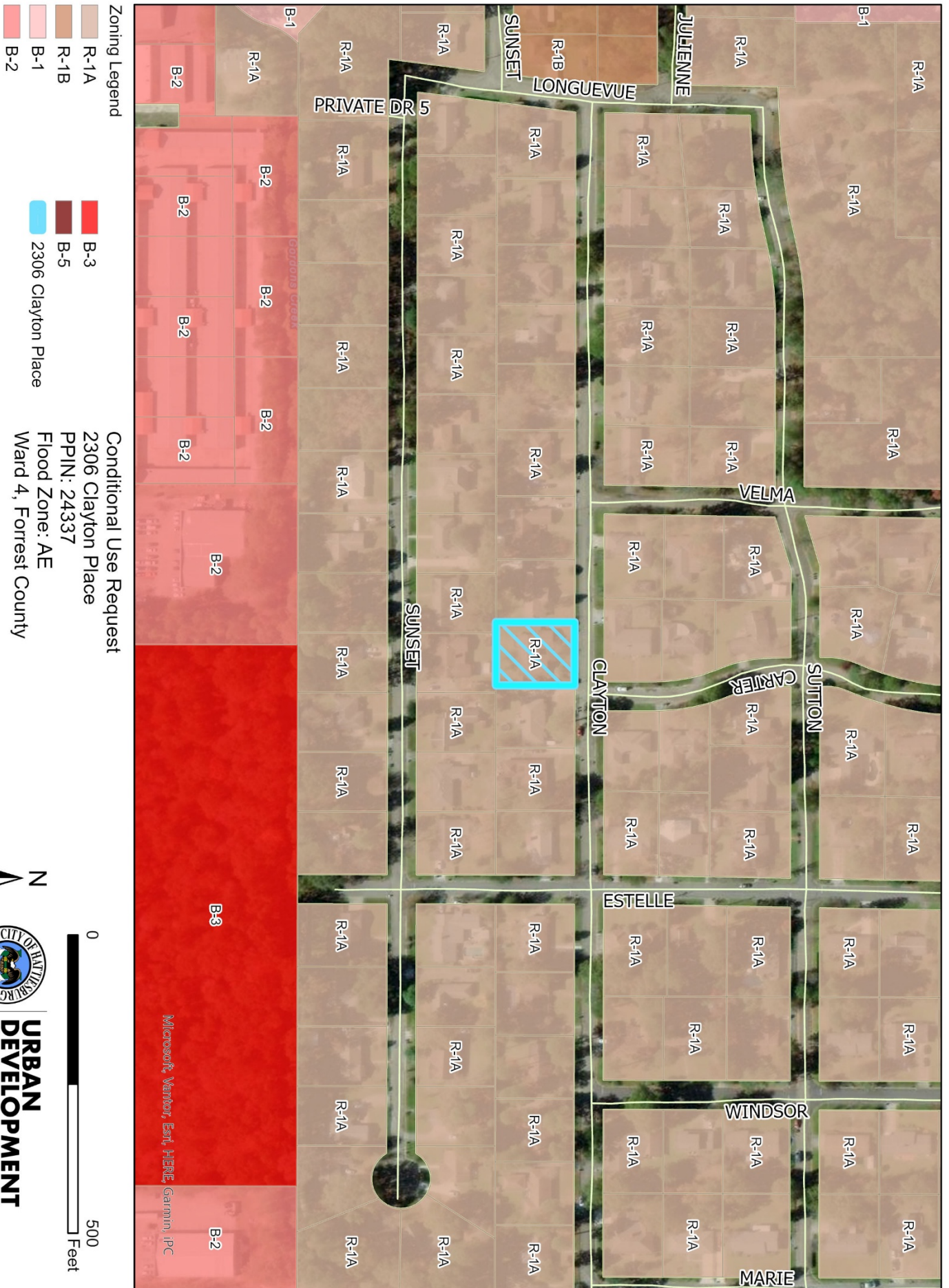
Recommend approval or denial of the conditional use request for a "Group Care Home" for an R-1A zoned property at 2306 Clayton Place (PPIN 24337, Forrest County, Ward 4).

Basis for Approval:

Conditional Use

- 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.
- 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.
- 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.

- 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.





- Future Land Use Map
- Neighborhood Business
 - Neighborhood Conservation District 2
 - 2306 Clayton Place

Conditional Use Request
2306 Clayton Place
PPIN: 24337
Flood Zone: AE
Ward 4, Forrest County

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: 1/9/2026 10:56 AM



0 500 Feet



URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°19'34"W 31°18'22"N

- FLOODWAY AREA IN ZONE AE

ZONE A (100 yr flood - no elevation)

ZONE AE (100 yr flood w / elevation)

ZONE SX (500 yr flood)

2306 Clayton Place
- Conditional Use Request

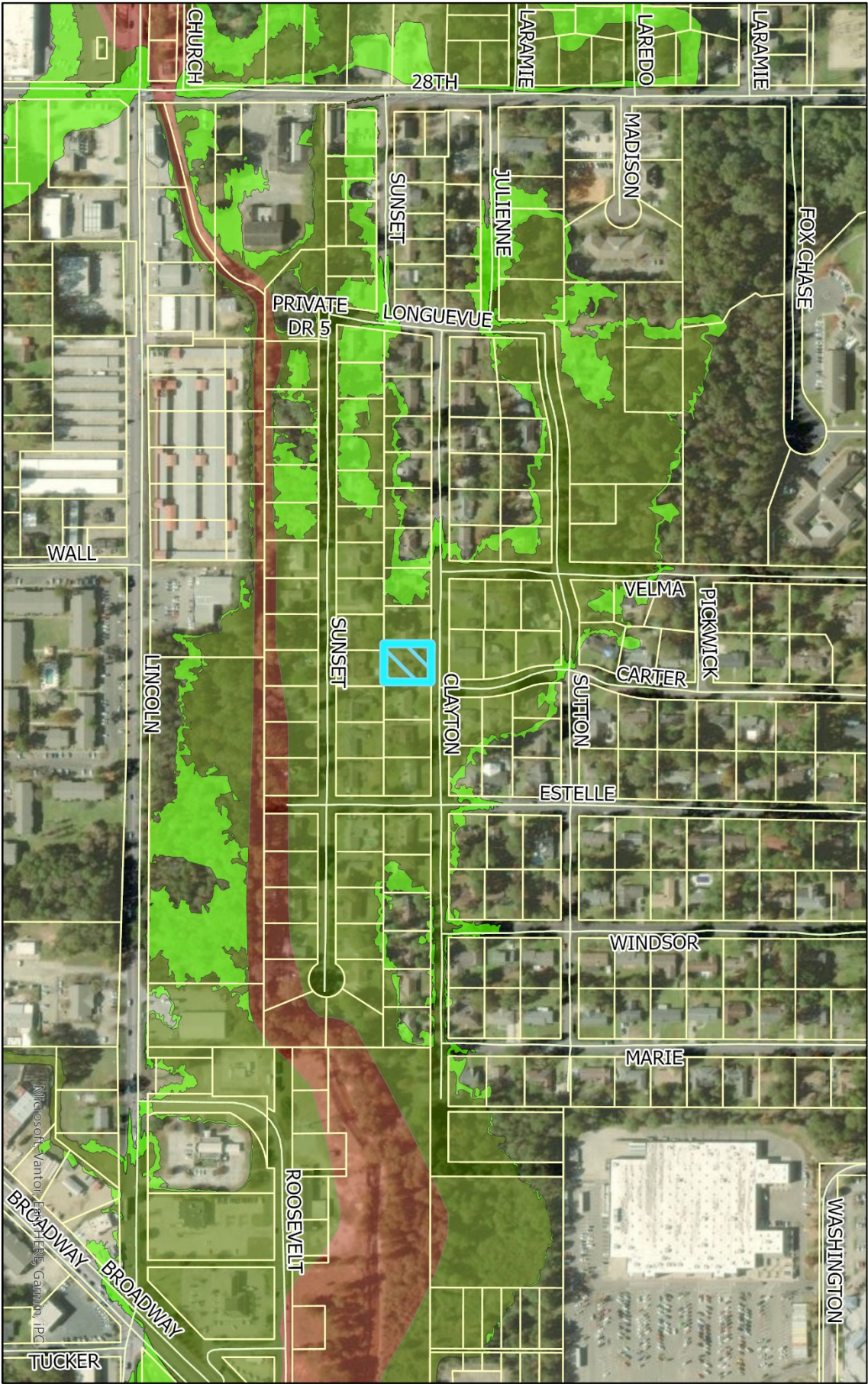
2306 Clayton Place

PPIN: 24337

Flood Zone: AE

Ward 4, Forrest County

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: 1/9/2026 11:08 AM



URBAN DEVELOPMENT
PLANNING DIVISION
Center: 89°19'33"W 31°18'23"N



Surrounding Area Image- Clayton Place facing North



Surrounding Area Image- Clayton Place Facing South





Application for Public Hearing

City of Hattiesburg – Planning Division

PO BOX 1898 – Hattiesburg, MS 39403-1898 | Phone (601)- 545-4599

NOTE:

- Fill this application out **IN FULL** with what applies to your application
- Refer to the hattiesburgms.com/planning for Land Development Code and GIS map. Access via link or QR code



Applicant Information

Name Applicant: Monique Jobe (Lighthouse to Independent) Project Name: The Willow Residence

Municipal Address of Site: 2306 Clayton Place, Hattiesburg, MS 39402 PPIN #: 024337

Parcel Number(s): 2-039G-17-138.00

Type of Public Hearing	Additional Information Needed:
☐ Variance (fill out pages 7 & 8)	☐ Sign ☐ Setback ☐ Off-Site Parking ☐ Lot Width ☐ Lot Coverage Area ☐ Buffer ☐ Open Space ☐ Other: _____
☐ Rezoning (fill out page 11)	Existing Zoning: <u>R-1A</u> Proposed Zoning: <u>Community Residential Home</u>
☒ Conditional Use (fill out pages 9 & 10)	☐ Automotive Filling Station ☐ Digital Billboard, New ☐ Digital Billboard, Replacement ☐ Telecommunications ☐ Restaurant ☐ Solar Farm ☐ Other: _____

Other Application types:

- | | |
|--|---|
| ☐ Subdividing of a lot, Parcel, or Tract (fill out page 12) | ☐ Text Amendment |
| ☐ Street or Alley Renaming (fill out pages 13 & 14) | ☐ Overlay District |
| ☐ Vacating Street or Alley (fill out pages 13 & 14) | ☐ Planned Mixed-Use District (PMU) |

For Staff Only:				
Zoning:	Historic District:	Flood Zone:	Ward:	
			☐ 1	☐ 2 ☐ 3 ☐ 4 ☐ 5
Project Number:		Received:		
PPIN # or Parcel #:				



Application for Public Hearing

City of Hattiesburg – Planning Division

PO BOX 1898 – Hattiesburg, MS 39403-1898 | Phone (601)- 545-4599

Public Hearing Petitioner Information:

Deadline for applicant to file petition: _____

Hattiesburg Planning Commission Meeting Date: _____

Hattiesburg Board of Adjustment Meeting Date: _____

City Council Agenda Review Date – (you or your representative should attend): _____

City Council Meeting (Vote) Date – (you or your representative may attend): _____

- 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.
 - There is an additional 10-day appeal period, required by State Law, after the 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. *

Public Hearing Application Checklist

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 standards may be accepted only per approval from staff)
- ☐ Site & Design Review Committee, if needed
- ☒ Copy of entire Warranty Deed (filed and recorded at the courthouse) with legal description granting title to the 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 the application
- ☐ Other documents needed (if relevant):
 - ☐ Maps of digital billboard removal sites
 - ☐ Maps of digital billboard replacement sites
 - ☐ Documentation on measurements
 - ☐ Other: _____
- ☒ Payment to the City of Hattiesburg for filing a public hearing application in the amount of \$ 200.00



Application for Site Plan Review

City of Hattiesburg – Planning Division

PO BOX 1898 – Hattiesburg, MS 39403-1898 | Phone (601)- 545-4599

The following fees are an excerpt from Ordinance No. 2977, adopted January 22, 2008, as amended.

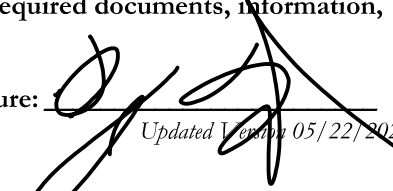
<u>Public Hearing Fees</u>	
Public Hearing Type	Fees Associated
Variance Variance applications include one Concept Site Plan Review and one Variance request	\$175.00 per application. \$50.00 for each additional variance.
Street / Alley Naming or Re-Naming	\$300.00 per application. \$100.00 per required street name sign if approved* (*Fees for replacement street signs shall be paid after City Council approval but prior to the effective date.)
Street / Alley Closing	\$300.00 per application.
Conditional Use	\$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) with zoning change package	\$600.00 per package.
Subdivision of Land (Preliminary Plats) Note: Final Plats should be submitted to the governing body for approval within 12 months of approval of preliminary plats.	\$225.00 per application. \$10.00 per each additional created lot (** see PUD or PRD & Subdivision of Land package rate)
Planned Unit Development (PUD) or Planned Residential Development with Subdivision of Land Package**	\$500.00 per application. \$10.00 per each additional 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 *Exempt from fees – Established Neighborhood Association*	\$50.00 per appeal.
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

I hereby certify that I have completed and attached the above-required documents, information, and fees.

Print Name: Monique Jobe

Signature: 

Updated Version 05/22/2025

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
2306 Clayton Place Hattiesburg, MS 39402

Street Address City State

on this the _____ day of _____, 20____.

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.

Monique Jobe

on this the _____ day of _____, 20____.

Monique Jobe

Property Owner (Print)

Property Owner (Signature)

STATE OF _____

COUNTY OF _____

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 _____ day of
_____, 20____.

NOTARY PUBLIC

My Commission Expires:

APPLICANT AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE **APPLICANT(S)** OF THE 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
2306 Clayton Place, Hattiesburg, MS 39402

Street Address

City

State

on this the _____ day of _____, 20____.

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.

Monique Jobe

on this the _____ day of _____, 20____.

Monique Jobe

Applicant (Print)

Applicant (Signature)

STATE OF _____

COUNTY OF _____

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 _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:

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:**
The Willow Residence is a proposed community residential home that will provide housing and support for 3 to 6 adults with intellectual and developmental disabilities.
The home will offer a family-styles living environment with 24-hour staff supervision, focusing on promoting independence, safety, and personal growth in a community setting.
2. **Describe the effects the proposed use of utilities and facilities will have on the community.**
The Willow Residence will maintain the residential character of the neighborhood.
The property will continue to look and function as a single-family home. Residents will be integrated respectfully into the community and encouraged to participate in local activities, contributing positively to the neighborhood.
3. **Describe how the size of the site is appropriate for the proposed use.**
The property at 2306 Clayton Place provides ample interior living space with multiple bedrooms, bathrooms, and common areas, as well as outdoor areas including a courtyard and backyard.
The layout supports a community residential model for up to 5 adult residents and staff, allowing for safe, comfortable, and private accommodations. The home's layout and square footage meet the needs for accessibility, supervision, and daily living.
4. **Will there be any additional pedestrian or vehicular traffic generated by the proposed use? If yes, please explain:**
There will be minimal additional traffic. Staff may arrive and depart in shifts, and occasional visitors such as case managers or services providers may stop by, but overall traffic will remain consistent with residential neighborhood levels. No major disruption to pedestrian or vehicular flow is expected.
5. **Will there be any elevation in the noise level resulting from this proposed use? If yes, please explain:**
No. The Willow Residence will operate like a typical single-family home.
Residents and staff will engage in regular household activities without elevated noise levels.

No loud equipment, events or outdoor operations are expected. The peaceful residential environment will be maintained at all times.

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

The home will house 3 to 6 residents. Staff coverage includes 2 to 3 caregivers per shift, rotating over 3 shifts per day, totaling approximately 4 to 6 staff entering/exiting daily. Occasional visits by case workers or medical professionals may occur.

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

Yes. The home will maintain the look and function of a single-family residence and will blend into the neighborhood without structural or visual changes. Residents will be integrated respectfully into the community, and the care model promotes quiet independent living in a typical home setting.

8. **Parking requirements:** Commercial/Industrial: Paved parking will be provided for 4 vehicles, and 1 ADA vehicles; with 0 loading spaces.

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

Refer to the hattiesburgms.com/planning for Land Development Code and GIS map. Access via link or QR code.



The Willow Residence – Community Residential Home Concept Plan

Prepared for: City of Hattiesburg Planning Department

Prepared by: Monique Jobe

Address: 2306 Clayton Place, Hattiesburg, MS 39402

Date: October 27, 2025

Project Overview

The Willow Residence, operated under *Lighthouse to Independent Corporation*, is a proposed community residential home designed to provide a safe, structured, and family-style environment for **three to five adults** with intellectual and developmental disabilities.

The program's mission is to promote **independence, stability, and meaningful community involvement**, ensuring each resident receives care tailored to their needs and abilities. The home will provide 24-hour supervision from trained caregivers who assist residents in developing daily living skills, improving personal growth, and participating in household and community activities.

Located in a quiet residential area near **Forrest General Hospital** and **The University of Southern Mississippi**, the property offers convenient access to healthcare, employment, and recreational opportunities. The home will maintain the appearance and character of a single-family residence while offering a supportive living environment for adults who may otherwise face barriers to independent living.

Beyond residential care, *Lighthouse to Independent Corporation* provides **job readiness programs, adult day services, respite care, and transportation assistance** to empower individuals toward self-sufficiency and stability.

Property & Zoning Information

Field	Details
Property Address	2306 Clayton Place, Hattiesburg, MS 39402
Zoning	R-1A (Single-Family Residential)
Parcel Number	2-039G-17-138.00
Lot Size	105 ft x 130 ft
Parking	4 on-site spaces
Nearby Landmarks	Forrest General Hospital, The University of Southern Mississippi

Site & Floor Plan

The Willow Residence-Site & Floor Plan
 Property Address: 2306 Clayton Place,
 Hattiesburg, MS 39402
 Prepared For: City of Hattiesburg Planning
 Department
 Prepared By: Monique Jobe
 Proposed Use: Community Residential
 Home

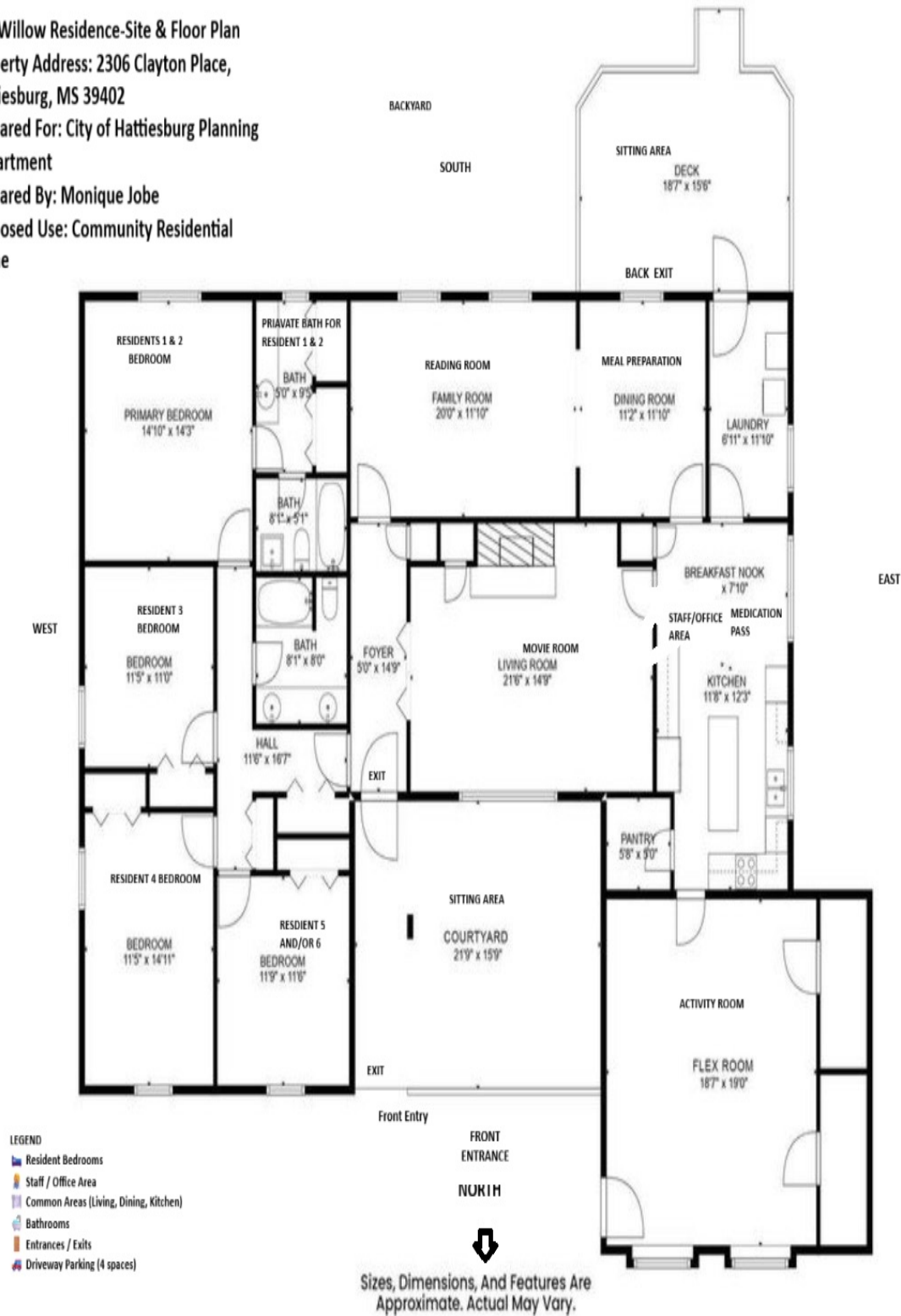


Figure 1. *The Willow Residence – Floor Plan and Site Orientation*

Property Photos (Walkthrough Order)

Front View / Street Entrance





Living Room / Common Area



Comfortable family-style space for resident interaction and activities.

Kitchen & Dining Area





Open kitchen and dining space for shared meals and daily living skill development.

Bedrooms





Private resident rooms designed for comfort, safety, and personal privacy.

Bathrooms



Clean and accessible bathroom facilities meeting residential care standards.

Backyard / Courtyard Area





Outdoor recreational space providing a peaceful and safe environment.

Concept Summary

The Willow Residence will operate as a small-scale, family-style community residential home offering 24-hour supervision, safety, and independence for residents. The home will maintain its residential character consistent with the **R-1A zoning district** and meet all **City of Hattiesburg** requirements.

Prepared for submission to the City of Hattiesburg Planning Department – October 2025

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

The neighborhood and broader community of Hattiesburg have experienced significant growth in demand for supportive housing and services for adults with intellectual and developmental disabilities, especially as aging parents seek safe and stable alternatives for their adult children.

As family dynamics evolve and community needs shift, there is a clear and growing public need for licensed community-based homes like the Willow Residence.

This project addresses a critical service gap by offering housing, supervision, transportation, and community integration services in a residential setting—without disrupting the single-family character of the area.

The rezoning will allow us to provide a much-needed residential alternative that meets the standards of health, safety, and independence while continuing to maintain the residential look and function of the property.



URBAN DEVELOPMENT PLANNING DIVISION

PRE-APPLICATION MEETING SUMMARY NOTES

Meeting Date: Thursday, October 16, 2025

Pre-App Number: 1025-1040

Staff Present:

Nathan Satcher (Senior Planner), Kevin Bates (Building Official), Shawn Whitaker (Fire Marshall), Jerald Little (Engineering Technician), Meridian McDaniel (Planner I), Noah Gower (Engineering Technician)

Project: The Willow Residence

Address: 2306 Clayton Place

Presented by: Monique Jobe

Project Type: Change of Use

PPIN: 24337

Flood Zone: X

Historic District: N/A

Elevation Certificate Required: No

County: Forrest

Ward: 3

Estimated Cost: TBD

Zoning: R-1A

Designated Use: Group Home

PROJECT SUMMARY:

- Applicant Summary
 - Currently in the process of purchasing the home, the layout was attractive for group home living.
 - Group Home for individuals with IDD. No plans for changing anything in the house except for improving the ADA ramp in the rear.
- Planning
 - Property is located in a flood zone- AE (100-year)
 - Substantial improvements limited to 50% of the dollar value of the structure
 - If an appraisal can be done (separated value of structure from value of land) and used as the value
 - If no appraisal, the tax assessed value will be used in this determination
 - Tax assessed value \$209,000
 - Improvements would be limited to ~\$105,000 over a rolling 10-year period
 - If the mortgage is federally backed, flood insurance is required
 - If the house was purchased outright, the staff still recommends flood insurance
 - 5.4.25 Group Care Home; Group Care Center.
 - 5.4.25.1 A group home shall be located in a structure originally constructed as and designed for a single-family dwelling which shall be the principal structure on the lot. The structure shall not be altered nor the site used in any manner which diminishes its value as a single-family dwelling or which changes its exterior residential character.
 - 5.4.25.2 Group care centers serving individuals who are deemed to be a danger to themselves or others must be identified by the applicant during Site Plan Review Care centers may not serve more than 20 residents; however, in order to protect the health and safety of the community, the Planning

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.

Commission has the right to further restrict the location of facilities and the number of residents, and to require increased buffering, screening, and fencing.

- Zoning- R-1A (Single-Family Residential)
 - “Group Home” is a Conditional Use in this zoning
 - Conditional Use Requests go to a public hearing with the Hattiesburg Planning Commission
 - Public Hearing Information
 - Hearing Date: December 3rd, 2025 at 3:30pm
 - Application Deadline: October 27th, 2025 at 5:00pm
 - Hearing Date: January 7th, 2026 at 3:30pm
 - Application Deadline: November 24th, 2025 at 5:00pm
 - Staff recommendation to contact Councilwoman Lee Ann Vance and neighbors in the area to let them know what is going on with a public hearing for the property.
 - Current property owner will need to sign off on the application
 - Use: Group Care Home
 - Group Care Homes have a maximum # of 6 people that can live in the home and operate as a group care home.
- Building
 - To be qualified under residential building codes, a maximum of 5 people.
 - 6 people or more would trigger commercial building codes.
- Engineering
 - If needing more than one trash can, contact the Solid Waste Department
 - Contact: 601-544-5406
- Fire
 - A fire alarm system that is monitored is needed

NEXT STEPS:

- Additional information
 - Apply for a public hearing for a Conditional Use for a “Group Home”
 - Public Hearing Information
 - Hearing Date: December 3rd, 2025 at 1:00pm
 - Application Deadline: October 27th, 2025 at 5:00pm
 - Hearing Date: January 7th, 2026 at 1:00pm
 - Application Deadline: November 24th , 2025 at 5:00pm
- Permits
 - Apply for permits indicated below

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
☐	Privilege Tax License	☐	Sign Permit

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.

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
February 4th, 2026**

Board Members Roll Call:

Members Present:

1. Richard Conville
2. Charles Dawe
3. Michael Dickerson (Virtual, Departed following item D)
4. Edward Hargrove
5. Amy Hinton, Chair (Departed following item D)
6. Elayne Lockett
7. Rhoda Pickett, Vice Chair
8. Lee Anne Venable (Departed following item D)
9. Rebekah Ray, Secretary

Members Not Present:

1. Caroline Ingram
2. Vacant Seat

Staff Present:

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

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

AGENDA REVIEW

Motion:

Made by Commissioner Rebekah Ray to approve February's agenda with the amendment of moving Item B to the end of the meeting.

Second:

Made by Commissioner Rhoda Pickett

Vote:

Board Member	Yea	Nay	Other
Richard Conville	X		
Charles Dawe			ABSENT
Michael Dickerson			ABSENT
Edward Hargrove	X		
Amy Hinton	X		
Caroline Ingram			ABSENT
Elayne Lockett	X		
Rhoda Pickett	X		
Rebekah Ray	X		
Lee Anne Venable	X		

The motion to approve February's agenda with the amendment of moving Item B to the end of the meeting.

MINUTES REVIEW**Motion:**

Made by Commissioner Rhoda Pickett to approve the January 2026 minutes.

Second:

Made by Commissioner Lee Anne Venable

Vote:

Board Member	Yea	Nay	Other
Richard Conville	X		
Charles Dawe			ABSENT
Michael Dickerson			ABSENT
Edward Hargrove	X		
Amy Hinton	X		
Caroline Ingram			ABSENT
Elayne Lockett	X		
Rhoda Pickett	X		
Rebekah Ray	X		
Lee Anne Venable	X		

The motion to approve the January 2026 meeting minutes passed with a 7-0 vote.

BUILDING REPORT

Kevin Bates, Building Official, gave the Building Permit Report for January 2026.

PLANNING REPORT

Planning staff provided updates on the previous month's agenda items and an update on the progress of the comprehensive plan.

CHAIR'S REPORT

The Chair did not have a report for the meeting.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

Motion:

Made by Commissioner Richard Conville to amend the agenda to move the tabled item to the end of the meeting.

Second:

Made by Commissioner Charles Dawe

Vote:

Board Member	Yea	Nay	Other
Richard Conville	X		
Charles Dawe	X		
Michael Dickerson	X		
Edward Hargrove	X		
Amy Hinton	X		
Caroline Ingram			ABSENT
Elayne Lockett	X		
Rhoda Pickett	X		
Rebekah Ray	X		
Lee Anne Venable	X		

The motion to amend the agenda to move the tabled item to the end of the meeting passed with a vote of 9-0.

Item A: Monique Jobe, Property Owner/Applicant, requests conditional use approval for a “Group Care Home” for an R-1A zoned property at 2306 Clayton Place (PPIN 24337, Forrest County, Ward 4).

Discussion and Vote:

The Planning Staff introduced the case.

- Presented by:
 - o Monique Jobe
- Proponents:
 - o None
- Opponents:
 - o Sharron Nichols
 - o Christine Wolfe
 - o Alison Stevens
 - o Kathy Wheeler
 - o Megan Marlowe
 - o Gay Polk-Payton
 - o Alice Simons
 - o Blaise M. Sonnier
 - o Lisa J Martin
 - o Shane Richard
 - Mr. Richard and Ms. Tart provided a petition of opposition with 66 signatures
 - o Rebecca Tuuri
 - o Brenda Tart
 - Mr. Richard and Ms. Tart provided a petition of opposition with 66 signatures

Motion:

Made by Commissioner Lee Ann Venable to recommend denial

Second:

Made by Commissioner Charles Dawe

Vote:

Board Member	Yea	Nay	Other
Richard Conville		X	
Charles Dawe	X		
Michael Dickerson	X		

Edward Hargrove		X	
Amy Hinton	X		
Caroline Ingram			ABSENT
Elayne Lockett		X	
Rhoda Pickett		X	
Rebekah Ray	X		
Lee Anne Venable	X		

The motion to recommend denial of the request passed 5-4.

Item C: John Weeks, Applicant, requests approval to alter a subdivision known as the “Mineral Creek Manor” subdivision for a property at 100 J Ed Turner Drive (PPIN 9505, Forrest County, Ward 1).

Discussion and Vote:

The Planning Staff introduced the case.

- Presented by:
 - o John Weeks
- Proponents:
 - o John Eye- Via email.
- Opponents:
 - o None

Motion:

Made by Commissioner Charles Dawe to recommend approval.

Second:

Made by Commissioner Lee Anne Venable

Vote:

Board Member	Yea	Nay	Other
Richard Conville	X		
Charles Dawe	X		
Michael Dickerson	X		
Edward Hargrove	X		
Amy Hinton	X		
Caroline Ingram			ABSENT
Elayne Lockett	X		
Rhoda Pickett	X		
Rebekah Ray	X		
Lee Anne Venable	X		

The motion to recommend approval passed with a 9-0 vote.

Item D: Wyche McMullan, Applicant, requests a conditional use approval for “Automotive Sales and Rentals” for a B-3 (BCO) zoned property at 401 Broadway Drive (PPIN 21784, Forrest County, Ward 4).

Discussion and Vote:

The Planning Staff introduced the case.

- Presented by:
 - o Wyche McMullan
- Proponents:
 - o None
- Opponents:
 - o Shawn Harris

Motion:

Made by Commissioner Richard Conville to recommend denial for conditional use for “automotive rental and sales”, “automotive, truck, and small engine maintenance,” and “automotive truck, and small repairs.”

Second:

Made by Commissioner Michael Dickerson

Vote:

Board Member	Yea	Nay	Other
Richard Conville	X		
Charles Dawe	X		
Michael Dickerson	X		
Edward Hargrove			ABSTAIN
Amy Hinton		X	
Caroline Ingram			ABSENT
Elayne Lockett	X		
Rhoda Pickett			ABSTAIN
Rebekah Ray			ABSTAIN
Lee Anne Venable	X		

The motion to recommend denial passed with a 5-1-3 vote.

Item B: The City of Hattiesburg requests a text amendment to the Hattiesburg Land Development Code, Ord. No. 3209, as amended, to Section 1 (Intent and Purpose), Section 2

(Applicability and Conformity), Section 3 (General Requirements), Section 4 (Zoning Districts Established), Section 5 (Use Regulations and Conditions), Section 6 (Dimensional Standards), Section 7 (Standards of Design), Section 8 (Infrastructure Standards), Section 9 (Environmental Standards), Section 10 (Signs), Section 11 (Administration and Enforcement), Section 12 (Process and Procedures), and Section 13 (Definitions). 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.

Discussion and Vote:

The Planning Staff introduced the case.

- Presented by:
 - o Staff, City of Hattiesburg
- Proponents:
 - o Murph Little
- Opponents:
 - o None

Motion:

Made by Commissioner Edward Hargrove to recommend approval with the added changes from staff.

Second:

Made by Commissioner Rebekah Ray

Vote:

Board Member	Yea	Nay	Other
Richard Conville	X		
Charles Dawe	X		
Michael Dickerson			ABSENT
Edward Hargrove	X		
Amy Hinton			ABSENT
Caroline Ingram			ABSENT
Elayne Lockett	X		
Rhoda Pickett	X		
Rebekah Ray	X		
Lee Anne Venable			ABSENT

The motion to table the request passed 6-0.

Motion:

Made by Commissioner Edward Hargrove to recommend approval of section 2.6 with the added changes from staff.

Second:

Made by Commissioner Edward Hargrove

Vote:

Board Member	Yea	Nay	Other
Richard Conville	X		
Charles Dawe			
Michael Dickerson			ABSENT
Edward Hargrove	X		
Amy Hinton			ABSENT
Caroline Ingram			ABSENT
Elayne Lockett	X		
Rhoda Pickett	X		
Rebekah Ray	X		
Lee Anne Venable			ABSENT

The motion to recommend approval with the added changes by staff passed 5-0-1.

Item E: Mary Jane & Herbs, Property Owner/Applicant, and Michael Haddox, Property Owner/Applicant, request a conditional use approval to allow the property to be eligible to participate in the sidewalk fee-in-lieu program for a B-3 zoned property located at 135 Thornhill Drive (PPIN 21511, Lamar County, Ward 3).

Motion:

Made by Commissioner Rebekah Ray to table the item to the March meeting.

Second:

Made by Commissioner Elayne Lockett

Vote:

Board Member	Yea	Nay	Other
Richard Conville	X		
Charles Dawe	X		
Michael Dickerson			ABSENT
Edward Hargrove	X		
Amy Hinton			ABSENT
Caroline Ingram			ABSENT
Elayne Lockett	X		

Rhoda Pickett	X		
Rebekah Ray	X		
Lee Anne Venable			ABSENT

The motion to recommend approval passed with a 6-0 vote.

TABLED ITEM: Chad F. Edmonson requests a text amendment to the Hattiesburg Land Development Code, Ord. No. 3209, as amended, to allow accessory dwelling units in residential zoning districts that are also located in historic districts. 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.

No action was taken on this item. The item dies on the table.

Other Business:

- None

Adjournment:

Motion:

Made by Commissioner Charles Dawe to adjourn

Second:

Made by Commissioner Richard Conville

The motion to adjourn the meeting passed with a 6-0 vote.

The Planning Commission adjourned the meeting at 4:27 pm.

Rebekah Ray, Secretary

Cory Long, AICP, Planning Division Manager

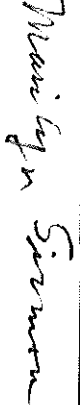
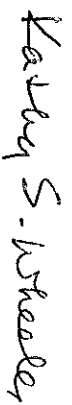
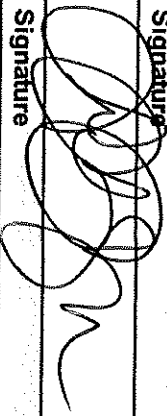
PETITION IN OPPOSITION TO GROUP HOME EXHIBIT A-1

2306 Clayton Place

We, the undersigned residents and property owners, hereby express our opposition to the approval of the property located at 2306 Clayton Place for use as a GROUP HOME.

We respectfully request that the Planning Commission, City Counsel, and other appropriate authorities consider the concerns of the neighborhood and deny this application.

SIGNATURES

Signature	Print Name	Address	Owner/Renter
	Roger David Hester	2308 Clayton Place Hattiesburg	☒ Owner ☐ Renter
	Patricia M. McGinnis	2308 Clayton Place	☒ Owner ☐ Renter
	MARYLYN SIMON	1304 Velma Ave.	☒ Owner ☐ Renter
	KATHY S. WHEELER	1210 MAULE	☒ Owner ☐ Renter
	Gary Park Ruston	1204 Carter Drive	☒ Owner ☐ Renter
			☐ Owner ☐ Renter
			☐ Owner ☐ Renter

PETITION IN OPPOSITION TO GROUP HOME

2306 Clayton Place

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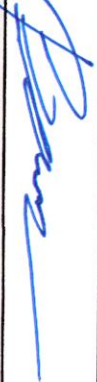
Signature	Print Name	Address	Owner/Renter
<i>Joselyn F. Clark</i>	Joselyn F. Clark	2103 McInnis Street	☒ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter
<i>Sharon Nichols</i>	Sharon Nichols	1201 Marie St 32402	☒ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter
<i>Daniel W. Sigs</i>	DANIEL W. SIGS	2602 Sutton Place	☒ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter
<i>Jan Wiggins</i>	Jan Wiggins	2611 Clayton Pl.	☒ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter
<i>Melba Wiggins</i>	Melba Wiggins	2602 Sutton Pl.	☒ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter
<i>Christian Richardson</i>	Christian Richardson	2301 Eddy St. 39452	☒ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter

PETITION IN OPPOSITION TO GROUP HOME **2306 Clayton Place**

We, the undersigned residents and property owners, hereby express our opposition to the approval of the property located at 2306 Clayton Place for use as a GROUP HOME.

We respectfully request that the Planning Commission, City Counsel, and other appropriate authorities consider the concerns of the neighborhood and deny this application.

SIGNATURES

Signature	Print Name	Address	Owner/Renter
	Carolyn Karlovich	2306 Eddy Hattiesburg, MS 39402	☒ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter
	Willie Washington	2304 Sunset Dr Hattiesburg, MS 39402	☒ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter
	Joseph Davis	2307 Eddy St. MS 39402	☐ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter
	Baker Brown	2307 Eddy St Hattiesburg MS 39402	☐ Owner ☒ Renter
Signature	Print Name	Address	Owner/Renter
	Gina Dionick	2307 Eddy St. 39402	☒ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter
	Keith Henry Osman	2307 Eddy St. 39402	☐ Owner ☒ Renter
Signature	Print Name	Address	Owner/Renter

PETITION IN OPPOSITION TO GROUP HOME 2306 Clayton Place

We, the undersigned residents and property owners, hereby express our opposition to the approval of the property located at 2306 Clayton Place for use as a GROUP HOME.

We respectfully request that the Planning Commission, City Counsel, and other appropriate authorities consider the concerns of the neighborhood and deny this application.

SIGNATURES

Signature	Print Name	Address	Owner/Renter
<i>Christine Wolfe</i>	Christine Wolfe	2600 Sunset Dr. Hattiesburg MS 39402	☒ Owner ☐ Renter
<i>Michael J. Williams</i>	MICHAEL J. WILLIAMS	2611 SUTTON PL. HATTIESBURG, MS. 39402	☒ Owner ☐ Renter
<i>Rebecca Brown</i>	Rebecca Brown	1203 Estelle St 39402	☒ Owner ☐ Renter
<i>Susan Booth</i>	Susan Booth	1303 Estelle St 39402	☒ Owner ☐ Renter
<i>Joseph R. Booth</i>	Joseph R Booth	1303 Estelle St 39402	☒ Owner ☐ Renter
<i>Janet Marys Montgomery</i>	Janet Marys Montgomery	1101 Windsor Dr 39402	☒ Owner ☐ Renter

PETITION IN OPPOSITION TO GROUP HOME **2306 Clayton Place**

We, the undersigned residents and property owners, hereby express our opposition to the approval of the property located at 2306 Clayton Place for use as a GROUP HOME.

We respectfully request that the Planning Commission, City Counsel, and other appropriate authorities consider the concerns of the neighborhood and deny this application.

SIGNATURES

Signature	Print Name	Address	Owner/Renter
	SHANE S. RICHARD	1206 CALLED DR. 39402	☒ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter
	Blaise Sonnier	1206 Carter Dr Hattiesburg, MS 39402	☒ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter
	Cory Williams	1301 Marie St Hattiesburg, MS 39402	☒ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter
	Joshua Williams	1301 Marie St Hattiesburg MS 39402	☒ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter
	Jeff Keysear	1207 Marie Street Hattiesburg MS 39402	☒ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter
	Billie W Sullivan	2609 Clayton Place Hattiesburg, MS 39402	☐ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter

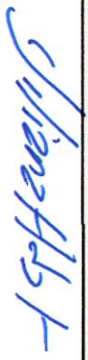
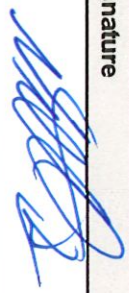
PETITION IN OPPOSITION TO GROUP HOME

2306 Clayton Place

We, the undersigned residents and property owners, hereby express our opposition to the approval of the property located at 2306 Clayton Place for use as a GROUP HOME.

We respectfully request that the Planning Commission, City Counsel, and other appropriate authorities consider the concerns of the neighborhood and deny this application.

SIGNATURES

Signature	Print Name	Address	Owner/Renter
	Carmen Liliama Hernández	2600 Sutton Place	☒ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter
	Nestor Raul Anzola	2600 Sutton Place	☒ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter
	Nestie Carter	1234 Marie St.	☒ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter
			☐ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter
			☐ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter
			☐ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter
			☐ Owner ☐ Renter

PETITION IN OPPOSITION TO GROUP HOME **2306 Clayton Place**

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SIGNATURES

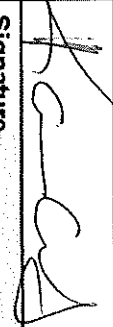
Signature	Print Name	Address	Owner/Renter ☒ Owner ☐ Renter
<i>Josephine Ware</i>	<i>Josephine Ware</i>	<i>2101</i>	
<i>Widdon</i>	<i>Widdon</i>	<i>Mc Innis Street</i>	☐ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter
			☐ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter
			☐ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter
			☐ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter
			☐ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter
			☐ Owner ☐ Renter

PETITION IN OPPOSITION TO GROUP HOME **2306 Clayton Place**

We, the undersigned residents and property owners, hereby express our opposition to the approval of the property located at 2306 Clayton Place for use as a GROUP HOME.

We respectfully request that the Planning Commission, City Counsel, and other appropriate authorities consider the concerns of the neighborhood and deny this application.

SIGNATURES

Signature	Print Name	Address	Owner/Renter
	Russell Hudson	2310 SUNSET DR 447125 ARLAND, 39402	☒ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter
	Karen Canard	2310 Clayton Place Hartfield MD 39402	☒ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter
	Lise J Martin	2402 Sunset Pl Hibury MS 39402	☒ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter
	Carol/Jack Simons	2601 SUNSET DR Hibury, MS 39402	☒ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter
			☐ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter
			☐ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter
			☐ Owner ☐ Renter

PETITION IN OPPOSITION TO GROUP HOME 2306 Clayton Place

We, the undersigned residents and property owners, hereby express our opposition to the approval of the property located at 2306 Clayton Place for use as a GROUP HOME.

We respectfully request that the Planning Commission, City Counsel, and other appropriate authorities consider the concerns of the neighborhood and deny this application.

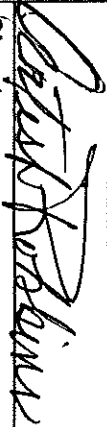
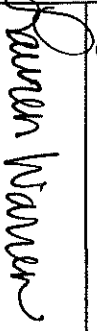
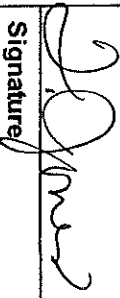
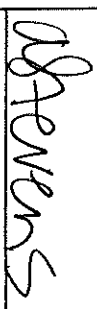
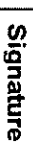
Signature	Print Name	Address	☒ Owner ☐ Renter
	Elaine DeDEN	2311 Sunset Drive Hattiesburg	☐ Owner ☐ Renter
Signature	Print Name	Address	☐ Owner ☐ Renter
Signature	Print Name	Address	☐ Owner ☐ Renter
Signature	Print Name	Address	☐ Owner ☐ Renter
Signature	Print Name	Address	☐ Owner ☐ Renter
Signature	Print Name	Address	☐ Owner ☐ Renter
Signature	Print Name	Address	☐ Owner ☐ Renter
Signature	Print Name	Address	☐ Owner ☐ Renter

PETITION IN OPPOSITION TO GROUP HOME **2306 Clayton Place**

We, the undersigned residents and property owners, hereby express our opposition to the approval of the property located at 2306 Clayton Place for use as a GROUP HOME.

We respectfully request that the Planning Commission, City Counsel, and other appropriate authorities consider the concerns of the neighborhood and deny this application.

SIGNATURES

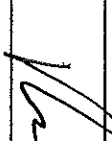
Signature	Print Name	Address	Owner/Renter
	Kristi Robbins	1240 Windsor Dr.	☒ Owner ☐ Renter
	Lauren Warren	2104 Clayton Place	☒ Owner ☐ Renter
	Warren Warren	2104 Clayton Place	☒ Owner ☐ Renter
	Thalia Jones	2402 Clayton Place	☒ Owner ☐ Renter
	Shera Anderson	2610 Clayton Place	☐ Owner ☐ Renter
	Allison Stevens	2110 Clayton Place	☒ Owner ☐ Renter
	Print Name	Address	Owner/Renter

PETITION IN OPPOSITION TO GROUP HOME **2306 Clayton Place**

We, the undersigned residents and property owners, hereby express our opposition to the approval of the property located at 2306 Clayton Place for use as a GROUP HOME.

We respectfully request that the Planning Commission, City Counsel, and other appropriate authorities consider the concerns of the neighborhood and deny this application.

SIGNATURES

Signature	Print Name	Address	Owner/Renter ☒ Owner ☐ Renter
	Paul Hu	2403 Monongahela	Owner/Renter
Signature	Print Name	Address	Owner/Renter ☒ Owner ☐ Renter
Christine Watson	Christina Watson	1205 Marie St.	Owner/Renter
Signature	Print Name	Address	Owner/Renter ☒ Owner ☐ Renter
Emily Sesera	Emily Sesera	1305 Marie St.	Owner/Renter
Signature	Print Name	Address	Owner/Renter ☒ Owner ☐ Renter
	John Sesera	1305 Marie St.	Owner/Renter
Signature	Print Name	Address	Owner/Renter ☒ Owner ☐ Renter
	Ernie Watson	2106 Clayton Pl	Owner/Renter
Signature	Print Name	Address	Owner/Renter ☒ Owner ☐ Renter
			Owner/Renter
Signature	Print Name	Address	Owner/Renter ☒ Owner ☐ Renter

PETITION IN OPPOSITION TO GROUP HOME **2306 Clayton Place**

We, the undersigned residents and property owners, hereby express our opposition to the approval of the property located at 2306 Clayton Place for use as a GROUP HOME.

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SIGNATURES

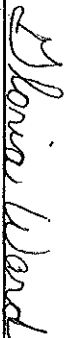
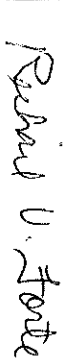
Signature	Print Name	Address	Owner/Renter
<i>Hamilton Stevens</i>	Hamilton Stevens	2110 Clayton Place Hattiesburg, MS 39402	☒ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter
<i>Mary V. Seung</i>	Mary V. Seung	HATTIESBURG MS. 39402 1303 Marie Street	☒ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter
<i>Ed Warren</i>	Ed Warren	2603 Clayton Place Hattiesburg, MS 39402	☒ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter
<i>Jim Malbore</i>	Jim Malbore	2502 Arcadia St. Hattiesburg, MS 39402	☒ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter
<i>Megan Malbore</i>	Megan Malbore	2502 Arcadia St. Hattiesburg, MS 39402	☒ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter
<i>Mickey Chagman</i>	Mickey Chagman	2303 Sunset Dr. Hattiesburg, MS 39402	☒ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter

PETITION IN OPPOSITION TO GROUP HOME **2306 Clayton Place**

We, the undersigned residents and property owners, hereby express our opposition to the approval of the property located at 2306 Clayton Place for use as a GROUP HOME.

We respectfully request that the Planning Commission, City Counsel, and other appropriate authorities consider the concerns of the neighborhood and deny this application.

SIGNATURES

Signature	Print Name	Address	Owner/Renter
	Marjorie Cervantes	2109 Sunset Dr 39402	☒ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter
	Gloria Ward	2116 Sunset Dr. 39462	☒ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter
	RICHARD V. FORTE	2301 SUNSET DR 39402	☒ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter
	Ethan B. Mangano	2107 Sunset Dr	☒ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter
	Sarah Hutto	2111 Sunset Dr	☒ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter
	Patsy Register	2609 Sunset Dr	☒ Owner ☐ Renter
Signature	Print Name	Address	Owner/Renter



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director
cc: Ann Jones
Date: Tuesday, March 3, 2026
Re: Accept the Planning Commission's recommendation to approve a subdivision alteration for a subdivision known as "Mineral Creek Manor" for a property at 100 J Ed Turner Drive (PPIN 9505, Forrest County, Ward 1).
File Number: 2026-103
Minute Book #

Summary

Recommendation Statement

The Planning Commission voted to recommend approval on February 4, 2026.

Please place this on the March 3, 2026 City Council meeting for consideration.



Quick Facts:

Applicant:

John Weeks

Address:

100 J Ed Turner Drive

Zoning:

B-2 (Neighborhood Business)

Future Land Use:

Neighborhood Conservation 2

Historic District:

N/A

Overlay District(s):

N/A

Flood Zone:

A

Ward:

1

County:

Forrest

PPIN Number(s):

9505

Parcel Number(s):

2-026O-34-001.00

Hattiesburg Planning Commission Planning Division

Item D and Item E- Staff Report

January 7, 2025



Property Area Image- Home Under Construction

Applicant's Requests:

John Weeks, Applicant, requests approval to alter a subdivision known as the "Mineral Creek Manor" subdivision for a property at 100 J Ed Turner Drive (PPIN 9505, Forrest County, Ward 1).

Applicant's Scope:

The applicant wants to amend an existing subdivision to divide the parcel into two lots, one ~ 3.17-acre-sized lot and the other to remain the parent parcel.



Surrounding Area Image

Background and History

The subdivision of “Mineral Creek Manor” was created in January of 2025 as a minor subdivision with the division of a ~210-acre parcel located along J Ed. Turner Drive, Jackson Road, as well as Lake Estate Drive. The applicant further subdivided lot 2 to create the Mineral Creek Estates Subdivision, a 9-lot subdivision primarily along J Ed Turner Drive, and was approved by the City Council in March of 2025.



The applicant is now proposing the subdivision of the “Mineral Creek Manor”

Subdivision to carve off an approximately 3.17-acre lot (shown as lot 4 on their preliminary plat) facing Lake Estates Drive for their personal residence, leaving approximately 122.13 acres of the remaining lot.

Future Land Use:

Neighborhood Conservation District 2 – Suburban Neighborhoods: This Neighborhood Conservation District is primarily a residential district located in conventional subdivisions. In this district, large tracts of land were platted as single-family residential neighborhoods. Other than schools and churches, non-residential land uses are not typically found in these districts.

District Characteristics: The characteristics of this district include the following: low-density or moderate-density single-family residences; building lots with front and side yards with standard depths; and a lower overall density of development than downtown or historic neighborhoods.

District Land Uses: The following land uses should be found in this district: single-family residential uses; public and quasi-public uses, such as churches and schools; small neighborhood parks and tot lots.

Codes and Regulations

SECTION 4: Zoning Districts Established

4.5.1 A-1 Agricultural District

The purpose of the A-1 Agricultural District is to permit agricultural uses and low-density residential development. This district is consistent with the Rural Residential / Agricultural District in the

Comprehensive Plan. The district is intended to encourage and protect rural uses from urbanization until such is warranted and the appropriate change in district classification is made.

SECTION 6: 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%	-
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%	-

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.

- Conformance with the Hattiesburg Comprehensive Plan.
- Conformance with the standards of the zoning district.
- Conformance with other standards and requirements of this Code and other City policies and regulations.
- 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. 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 within 90 days of submission for acceptance with any applicable bonds.

12.3.2.6 Duration. As this code and state and federal law may change over time, approval of a preliminary plat shall be effective for a maximum period of one (1) year for a permit to be submitted to the city. A six (6) month extension may be granted upon the Planning Commission's recommendation to the City Council followed by an approval of the Council. An extension request must come in writing by the subdivider before the regularly scheduled Planning Commission hearing in which it is to be heard. The Planning Commission will offer its recommendation under "other business" as notice was given at the original hearing date. If the final plat has not been submitted to Urban Development within this time limit, the preliminary plat process shall begin anew.

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.

Miss. Code Ann. § 17-1-23: Subdivision Regulation Section 4 – (4)

If the owner of any land which shall have been laid off, mapped or platted as a city, town or village, or addition thereto, or subdivision thereof, or other platted area, whether inside or outside a municipality, desires to alter or vacate such map or plat, or any part thereof, he may petition the board of supervisors of the county or the governing authorities of the municipality for relief in the premises, setting forth the particular circumstances of the case and giving an accurate description of the property, the map or plat of which is to be vacated or altered and the names of the persons to be adversely affected thereby or directly interested therein. However, before taking such action, the parties named shall be made aware of the action and must agree in writing to the vacation or alteration. Failure to gain approval from the parties named shall prohibit the board of supervisors or governing authorities from altering or vacating the map or plat, or any part thereof. Any alterations of a plat or map must be recorded in the appropriate location and a note shall be placed on the original plat denoting the altered or revised plat. No land shall be subdivided nor shall the map or plat of any land be altered or vacated in violation of any duly recorded covenant running with the land. Any municipality which shall approve such a vacation or alteration pursuant to this section shall be exempt from the sale of surplus real property provisions as set forth in Section 21-17-1.

Considerations and Basis for Approval



Property Area Image- Home Under Construction

Applicant's Requests:

Item C: John Weeks, Applicant, requests approval to alter a subdivision known as the "Mineral Creek Manor" subdivision for a property at 100 J Ed Turner Drive (PPIN 9505, Forrest County, Ward 1).

Option:

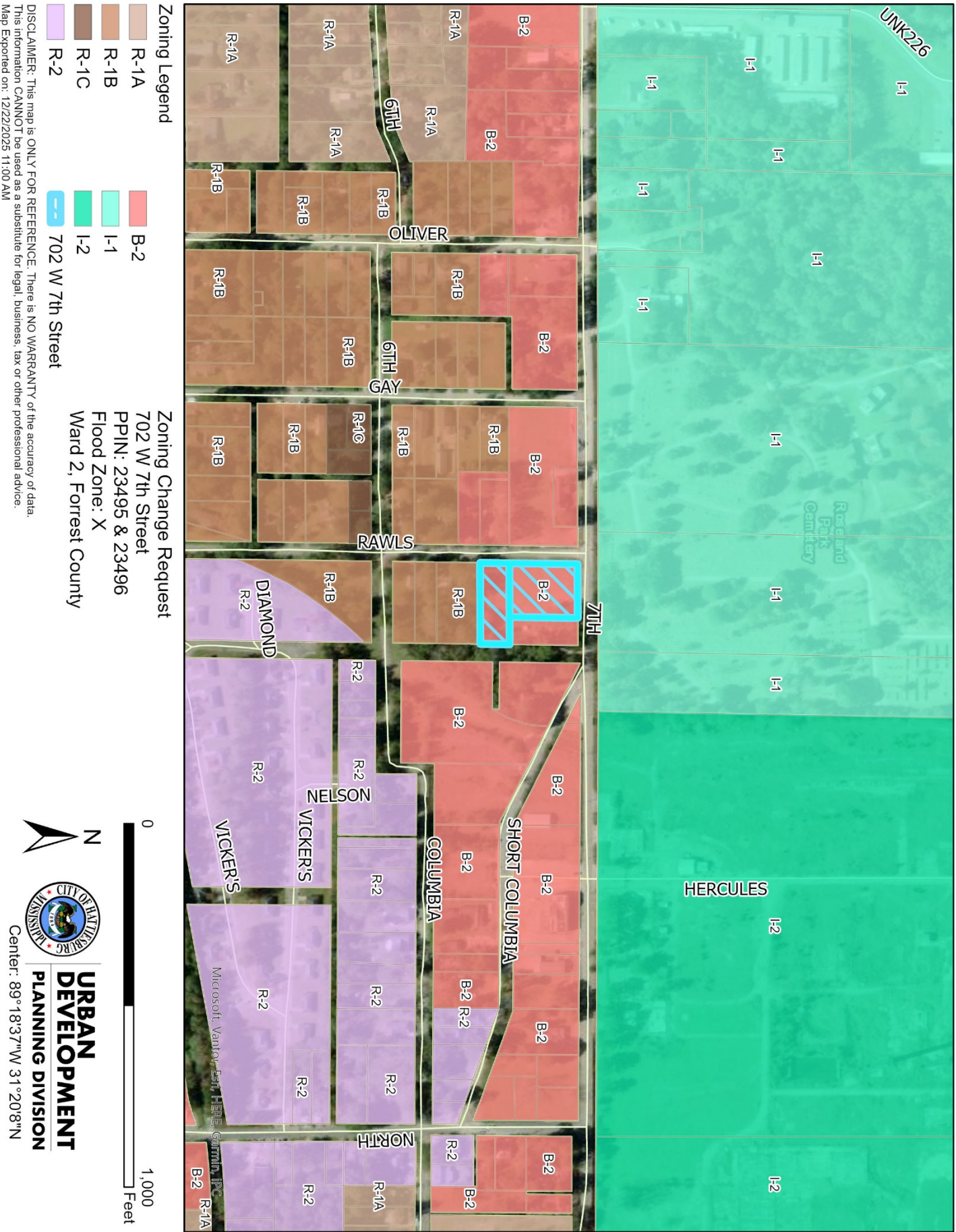
Item C:

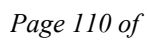
Recommend approval or denial to alter a subdivision known as the "Mineral Creek Manor" subdivision for a property at 100 J Ed Turner Drive (PPIN 9505, Forrest County, Ward 1).

Basis for Approval:

- Subdivisions

- 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.





[illegible]

Surrounding Area Image- facing east in front of property



Surrounding Area Image- Property to north (Roseland Park Cemetery)





Application for Public Hearing

City of Hattiesburg – Planning Division

PO BOX 1898 – Hattiesburg, MS 39403-1898 | Phone (601)- 545-4599

NOTE:

- Fill this application out IN FULL with what applies to your application
- Refer to the hattiesburgms.com/planning for Land Development Code and GIS map. Access via link or QR code



Applicant Information

Name Applicant: John Weeks Project Name: Mineral Creek Manor - Amendment

Municipal Address of Site: 100 J Ed Turner Dr PPIN #: Forrest Co 9505

Parcel Number(s): 2-026O-34-001.00

Type of Public Hearing	Additional Information Needed:
☐ Variance (fill out pages 7 & 8)	☐ Sign ☐ Setback ☐ Off-Site Parking ☐ Lot Width ☐ Lot Coverage Area ☐ Buffer ☐ Open Space ☐ Other: _____
☐ Rezoning (fill out page 11)	Existing Zoning: _____ Proposed Zoning: _____
☐ Conditional Use (fill out pages 9 & 10)	☐ Automotive Filling Station ☐ Digital Billboard, New ☐ Digital Billboard, Replacement ☐ Telecommunications ☐ Restaurant ☐ Solar Farm ☐ Other: _____

Other Application types:

- | | |
|---|---|
| ☒ Subdividing of a lot, Parcel, or Tract (fill out page 12) | ☐ Text Amendment |
| ☐ Street or Alley Renaming (fill out pages 13 & 14) | ☐ Overlay District |
| ☐ Vacating Street or Alley (fill out pages 13 & 14) | ☐ Planned Mixed-Use District (PMU) |

For Staff Only:				
Zoning:	Historic District:	Flood Zone:	Ward:	
			☐ 1	☐ 2 ☐ 3 ☐ 4 ☐ 5
Project Number:		Received:		
PPIN # or Parcel #:				



Application for Public Hearing

City of Hattiesburg – Planning Division

PO BOX 1898 – Hattiesburg, MS 39403-1898 | Phone (601)- 545-4599

Public Hearing Petitioner Information:

Deadline for applicant to file petition: _____

Hattiesburg Planning Commission Meeting Date: _____

Hattiesburg Board of Adjustment Meeting Date: _____

City Council Agenda Review Date – (you or your representative should attend): _____

City Council Meeting (Vote) Date – (you or your representative may attend): _____

- 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.
 - There is an additional 10-day appeal period, required by State Law, after the 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. *

Public Hearing Application Checklist

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 standards may be accepted only per approval from staff)
- ☐ Site & Design Review Committee, if needed
- ☒ ☐ Copy of entire Warranty Deed (filed and recorded at the courthouse) with legal description granting title to the 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 the application
- ☐ Other documents needed (if relevant):
 - ☐ Maps of digital billboard removal sites
 - ☐ Maps of digital billboard replacement sites
 - ☐ Documentation on measurements
 - ☐ Other: _____
- ☒ ☐ Payment to the City of Hattiesburg for filing a public hearing application in the amount of \$ 245.00



Application for Site Plan Review

City of Hattiesburg – Planning Division

PO BOX 1898 – Hattiesburg, MS 39403-1898 | Phone (601)- 545-4599

The following fees are an excerpt from Ordinance No. 2977, adopted January 22, 2008, as amended.

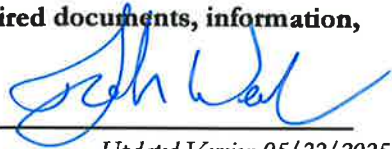
<u>Public Hearing Fees</u>	
Public Hearing Type	Fees Associated
Variance Variance applications include one Concept Site Plan Review and one Variance request	\$175.00 per application. \$50.00 for each additional variance.
Street / Alley Naming or Re-Naming	\$300.00 per application. \$100.00 per required street name sign if approved* (*Fees for replacement street signs shall be paid after City Council approval but prior to the effective date.)
Street / Alley Closing	\$300.00 per application.
Conditional Use	\$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) with zoning change package	\$600.00 per package.
Subdivision of Land (Preliminary Plats) Note: Final Plats should be submitted to the governing body for approval within 12 months of approval of preliminary plats.	\$225.00 per application. \$10.00 per each additional created lot (** see PUD or PRD & Subdivision of Land package rate)
Planned Unit Development (PUD) or Planned Residential Development with Subdivision of Land Package**	\$500.00 per application. \$10.00 per each additional 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 *Exempt from fees – Established Neighborhood Association*	\$50.00 per appeal.
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

I hereby certify that I have completed and attached the above-required documents, information, and fees.

Print Name: John Weeks

Signature: 

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

100 J Ed Turner Dr, Hattiesburg, MS, 39402

Street Address

City

State

on this the 5th day of January, 2026

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.

Subdivide Lot 1 of Mineral Creek Manor into 2 Lots

on this the 5th day of January, 2026

John T Weeks

Property Owner (Print)

Property Owner (Signature)

STATE OF Mississippi

COUNTY OF Forrest

Personally came and appeared before me, the within named

John T Weeks

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 5 day of January, 2026.

Kayla Rainey
NOTARY PUBLIC

My Commission Expires:

March 3, 2029



APPLICANT AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE **APPLICANT(S)** OF THE 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
100 J Ed Turner Dr, Hattiesburg, MS, 39402

Street Address City State

on this the 5th day of January, 2026

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.

Subdivide Lot 1 of Mineral Creek Manor into 2 Lots

on this the 5th day of January, 2026

John T Weeks

Applicant (Print)

Applicant (Signature)

STATE OF Mississippi

COUNTY OF Forrest

Personally came and appeared before me, the within named

John T Weeks

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 5 day of January, 2026.

Kayla Rainey
NOTARY PUBLIC



My Commission Expires:

March 3, 2029

FOR SUBDIVIDING OF LOT, PARCEL OR TRACT

Property Data

- Parent Parcel / Existing lot/parcel/tract contains: 125.30 Ac Square Footage/Acres
- Lot Area Requirement:
- Lot Frontage Requirement:
- Existing use of lot/parcel/tract
- To be subdivided into 2 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	New lot has private road frontage	Indicate name of public or private road(s)	<u>STAFF ONLY</u> Lot area & frontage requirements comply?
1.	3.17 Ac	☒ Yes ☐ No	☐ Yes ☐ No	Lake Estates Dr	☐ Yes ☐ No
2.		☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
3.		☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
4.		☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
5.		☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
6.		☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
7.		☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
8.		☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
9.		☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
10.		☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
11.		☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
12.		☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
<u>Be sure to include information on the remainder of "existing" lot after splits made – identify as "Parent Parcel"</u>					
<u>Parent Parcel</u>	122.13 Ac				
		<u>Total square footage of new lots (verify total matches existing parcel prior to splits)</u>			

Infrastructure required: (Check all that apply) **None Required - Existing**

☐ Water/Sewer ☐ Gas ☐ Electric ☐ Telephone ☐ Cable ☐ Streets

NAME OF RECORDED SUBDIVISION TO BE ALTERED:

Lot 1 of Mineral Creek Manor

I am writing to formally submit my application for approval of a subdivision alteration as per the requirements outlined in Mississippi State Code 17-1-23, Section 4. I have diligently complied with the provisions of this statute by identifying and notifying individuals who may be adversely affected or directly interested in the proposed alteration.

Below is a summary of the steps required to meet the requirements of Mississippi State Code 17-1-23 for alteration of a plat:

1. **Identification of Affected Individuals:** I have thoroughly documented and named all persons who would be adversely affected by or directly interested in the proposed subdivision alteration.
2. **Notification of Proposed Changes:** Before initiating any action regarding the alteration, I have ensured that the parties named are made aware of the proposed changes.
3. **Obtaining Written Agreement:** I have obtained written agreements to the vacation or alteration from all affected individuals, as required by the statute.

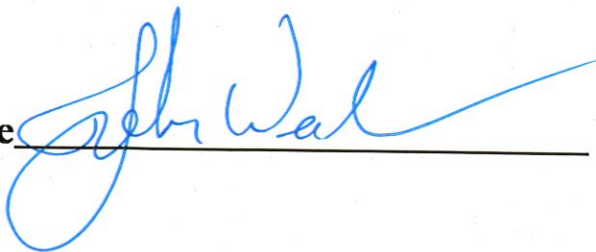
I have also submitted the following with this application:

- ☒ List of persons who are adversely affected or otherwise directly interested in the alteration of the subdivision
- ☒ Written agreements from the persons identified approving the proposed alteration
- ☒ Proposed alteration to the subdivision, drawn to scale.

Enclosed with this application, you will find comprehensive documentation supporting my compliance with Mississippi State Code 17-1-23, Section 4. This includes a list of individuals adversely affected or directly interested in the proposed subdivision alteration, along with copies of their written agreements to the vacation or alteration.

I attest that I have met the requirements above for the alteration of a recorded subdivision in the State of Mississippi and the City of Hattiesburg as outlined in MS State Code 17-1-23.

Signature



Date

12/22/25

Identification of Persons Adversely Affected or Directly Interested in Proposed Subdivision Alteration

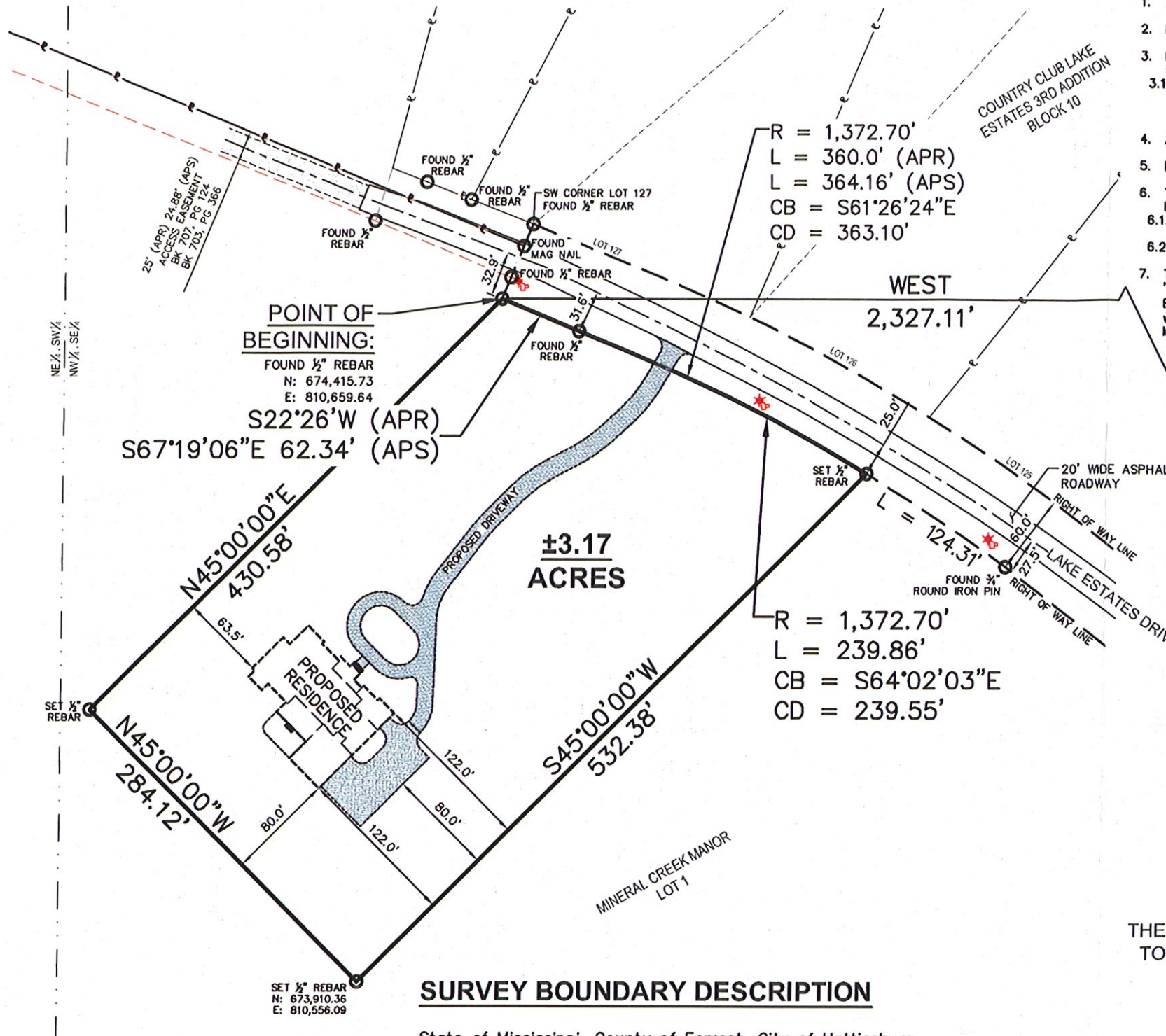
Name of Subdivision being altered:

Mineral Creek Manor

Address and PPIN of alteration in subdivision:

9505

	Name	Address	Phone Number	Approve of Proposed Alteration (Yes or No)		Signature
				Yes	No	
1	John Weeks	100 J Ed Turner Dr	601.544.1821	Yes		
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						



SURVEYOR'S NOTES:

1. All paved areas are asphalt unless otherwise noted.
2. No subsurface utilities are shown hereon. Utilities shown are based on visual evidence only.
3. Lake Estates Drive appears to be a public roadway. The Surveyed Parcel, shown hereon, appears to have access to a public road.
 - 3.1. Lake Estates Drive is a public roadway by virtue of the Subdivision Plate for Country Club Lake Estates 2nd Addition in Bk 10, Pg 24, 08-19-1968 and Country Club Lake Estates 3rd Addition in Bk 11, Pg 24, 09-18-1972.
4. All SIP Corners are Set 1/2"x18" Rebar with Caps, unless otherwise noted.
5. Principal Meridian: St. Stephens Meridian
6. This survey was performed without the benefit of a title opinion, search or commitment. For Title Issues, Please consult a qualified Land Attorney.
 - 6.1. Record Deeds noted hereon are the latest available based on the County Tax Roll database and County Land Records.
 - 6.2. A complete easement search was not performed.
7. The Surveyed Parcel, shown hereon, is located within an Area having a Flood Zone Designation "X", Areas Determined to be Outside the 0.2% Annual Chance of Flood Floodplain, by the Federal Emergency Management Agency (FEMA), on Flood Insurance Rate Map (FIRM) No. 28035C0085D, with a Date of Identification of March 2, 2010 for Community No. 280053, in Forrest County, Mississippi.

SURVEY DATE: AUGUST 20-21, 27-30, 2024
SEPTEMBER 3-6, 2024
NOVEMBER 13-15, 22-27, 2024
DECEMBER 20, 2024
SEPTEMBER 10, 2025

DRAWING SCALE: 1" = 100'

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

BEARINGS ARE BASED ON MS STATE PLANE
COORDINATE SYSTEM, ZONE EAST GRID, US SURVEY
FEET, AS DETERMINED BY GPS

HORIZONTAL DATUM: NAD 83(2011)
CONTROL STATION: RTCM0006 (USM CAMPUS)
HATTIESBURG, MS

N: 665,022.122
E: 827,206.385
Z: 303.382

AT THE SOUTHEAST CORNER, SECTION 34,
TOWNSHIP 5 NORTH, RANGE 14 WEST:
COMBINED SCALE FACTOR: 0.999976185
CONVERGENCE: -0°17'07.43"
GRAPHIC SCALE



REFERENCE MATERIALS:

- FORREST COUNTY TAX MAP
- PLAT OF COUNTRY CLUB LAKE ESTATES 2nd ADDITION
BK 10 PG 24 08-19-1968
- PLAT OF COUNTRY CLUB LAKE ESTATES 3rd ADDITION
BK 11 PG 24 08-18-1972
- PLAT OF MINERAL CREEK MANOR
BK C PG 83 01-28-2025
- WARRANTY DEEDS
BK 703 PG 366 12-16-1993
BK 1460 PG 668 11-21-2024
- EASEMENT DEED
BK 707 PG 124 02-22-1994
- PROPERTY MAP OF J ED TURNER DRIVE, SECTIONS 34
& 35, TOWNSHIP 5 NORTH, RANGE 14 WEST, FORREST
COUNTY, MISSISSIPPI, BY NICHOLAS M. CONNOLLY, PE,
PLS
SDW No. FC15-220 09-28-2015
- 210.38 AC SURVEY IN SECTION 34, TOWNSHIP 5
NORTH, RANGE 14 WEST, FORREST COUNTY,
MISSISSIPPI, BY RICHARD E SULLIVAN, PLS
SDW No. 038 12-20-2024

POINT OF COMMENCEMENT:
THE SOUTHEAST CORNER, SECTION 34,
TOWNSHIP 5 NORTH, RANGE 14 WEST,
FORREST COUNTY, MISSISSIPPI.

FOUND 1/2" REBAR
N: 672,037.29
E: 812,986.75

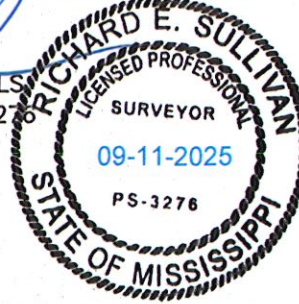
SURVEY BOUNDARY DESCRIPTION

State of Mississippi, County of Forrest, City of Hattiesburg

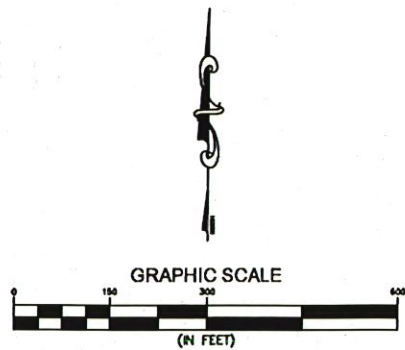
A part of the Northwest 1/4 of the Southeast 1/4, in Section 34, Township 5 North, Range 14 West, in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.999976185 and a convergence angle of (minus) -0°17'07.43" at the Southeast Corner of said Section 34, and **Commencing** at a 1/2 Inch Rebar representing said Southeast Section Corner and having a Grid Value of N 672,037.29 feet and E 812,986.75 feet on said East Zone Grid, thence North for 2,378.43 feet, thence run West 2,327.11 feet to a 1/2 Inch Rebar representing the Southwest Corner of the Right of Way of Lake Estates Drive, a public roadway as defined on the Plat or Map of Country Club Lake Estates 3rd Addition thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, and a Corner on the Northeastern Line of Lot 1 of Mineral Creek Manor as per Plat or Map thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, said Corner also being the **Point of Beginning** and having a Grid Value of N 674,415.73 feet and E 810,659.64 feet on said East Zone Grid; thence run S67°19'06"E along the Southwestern Right of Way Line of said Lake Estates Drive for 62.34 feet to a 1/2 Inch Rebar, thence run Southeasterly along an Arc to the Right and along said Southwestern Right of Way Line for 239.86 feet to a 1/2 Inch rebar, said Arc having a Radius of 1,372.70 feet, a Chord Bearing of S64°02'03"E and a Chord Distance of 239.55 feet, thence run S45°00'00"W for 532.38 feet to a 1/2 Inch Rebar having a Grid Value of N 673,910.36 feet and E 810,556.09 feet on said East Zone Grid, thence run N45°00'00"W for 284.12 feet to a 1/2 Inch Rebar, thence run N45°00'00"E for 430.58 feet to the **Point of Beginning**, comprising **3.17 Acres**, more or less.

This is to Certify that I have made a Survey
of the Parcel shown and described hereon.

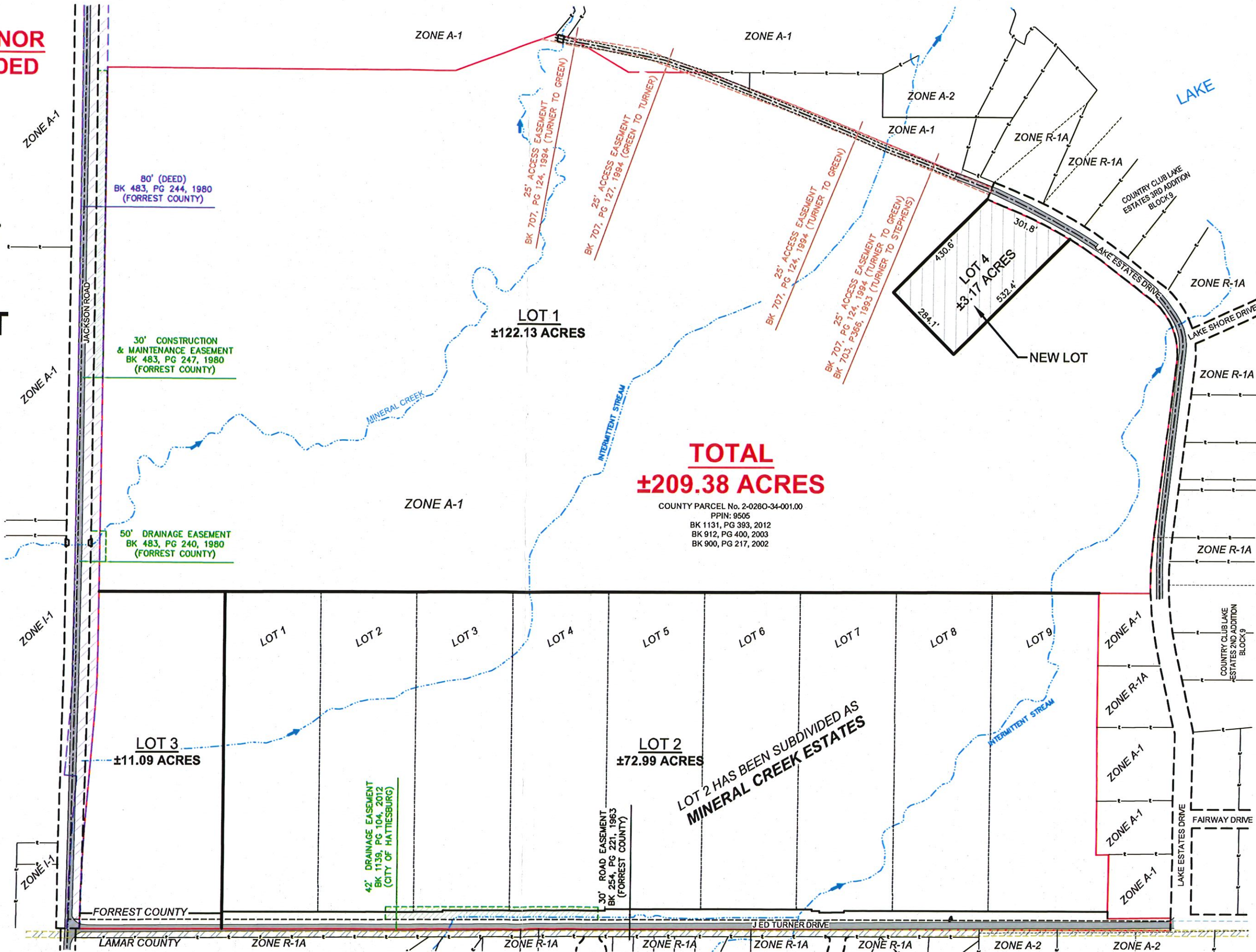
Richard E Sullivan, PLS
Land Surveyor No. 3276



MINERAL CREEK MANOR
SUBDIVISION AMENDED



PROPOSED
AMENDMENT



Date: 12-22-2025
Project No.: 038

Notes:
Proposed Map Based on Survey by SDW
& Filed Plat for Mineral Creek Manor.

This Document is NOT a Boundary Survey.



URBAN DEVELOPMENT PLANNING DIVISION

PRE-APPLICATION MEETING SUMMARY NOTES

Meeting Date: Thursday, December 18, 2025

Pre-App Number: 1225-1070

Staff Present:

Nathan Satcher (Senior Planner), Kevin Bates (Building Official),
Shawn Whitaker (Fire Marshal), Jerald Little (Engineering Technician),
Meridian McDaniel (Planner I), Noah Gower (Engineering Technician)

STATUS: SUBMIT FOR SUBDIVISION

Project: Mineral Creek Manor Amendment

Address: 100 J Ed Turner Drive

Presented by: Rick Sullivan and John Weeks

Use Designation: Dwelling, Single Family

PPIN: 9505

Flood Zone: A (100 year)

Historic District: N/A

Elevation Certificate Required: Yes

County: Forrest

Ward: 1

Construction type: New Construction

Zoning: A-1

Estimated Cost: TBD

Project Summary:

- Applicant Summary
 - Wanting to amend the subdivision to carve off a new lot ~3.17 acres
- Planning
 - Plat amendment—requires a public hearing with the Planning Commission
 - Will need to fill out the application for plat alteration as well
 - MS Code 17.1.23 (form will be attached to notes)
 - Lot 2 can be shown as the “Mineral Creek Subdivision.”
 - Show lot boundaries
- Building
 - No comments at this meeting.
- Engineering
 - No comments at this meeting.
- Fire
 - No comments at this meeting.

NEXT STEPS:

- Additional information
 - Public Hearing Information
 - February 4th public hearing
 - Application deadline- December 29th at 1:00 pm
 - City Council meetings- March 2nd (4:00pm) and March 3rd (5:00pm)
- Permits

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.

- Apply for permits indicated below

APPLICATIONS REQUIRED:

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

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.

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
February 4th, 2026**

Board Members Roll Call:

Members Present:

1. Richard Conville
2. Charles Dawe
3. Michael Dickerson (Virtual, Departed following item D)
4. Edward Hargrove
5. Amy Hinton, Chair (Departed following item D)
6. Elayne Lockett
7. Rhoda Pickett, Vice Chair
8. Lee Anne Venable (Departed following item D)
9. Rebekah Ray, Secretary

Members Not Present:

1. Caroline Ingram
2. Vacant Seat

Staff Present:

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

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

AGENDA REVIEW

Motion:

Made by Commissioner Rebekah Ray to approve February's agenda with the amendment of moving Item B to the end of the meeting.

Second:

Made by Commissioner Rhoda Pickett

Vote:

Board Member	Yea	Nay	Other
Richard Conville	X		
Charles Dawe			ABSENT
Michael Dickerson			ABSENT
Edward Hargrove	X		
Amy Hinton	X		
Caroline Ingram			ABSENT
Elayne Lockett	X		
Rhoda Pickett	X		
Rebekah Ray	X		
Lee Anne Venable	X		

The motion to approve February's agenda with the amendment of moving Item B to the end of the meeting.

MINUTES REVIEW**Motion:**

Made by Commissioner Rhoda Pickett to approve the January 2026 minutes.

Second:

Made by Commissioner Lee Anne Venable

Vote:

Board Member	Yea	Nay	Other
Richard Conville	X		
Charles Dawe			ABSENT
Michael Dickerson			ABSENT
Edward Hargrove	X		
Amy Hinton	X		
Caroline Ingram			ABSENT
Elayne Lockett	X		
Rhoda Pickett	X		
Rebekah Ray	X		
Lee Anne Venable	X		

The motion to approve the January 2026 meeting minutes passed with a 7-0 vote.

BUILDING REPORT

Kevin Bates, Building Official, gave the Building Permit Report for January 2026.

PLANNING REPORT

Planning staff provided updates on the previous month's agenda items and an update on the progress of the comprehensive plan.

CHAIR'S REPORT

The Chair did not have a report for the meeting.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

Motion:

Made by Commissioner Richard Conville to amend the agenda to move the tabled item to the end of the meeting.

Second:

Made by Commissioner Charles Dawe

Vote:

Board Member	Yea	Nay	Other
Richard Conville	X		
Charles Dawe	X		
Michael Dickerson	X		
Edward Hargrove	X		
Amy Hinton	X		
Caroline Ingram			ABSENT
Elayne Lockett	X		
Rhoda Pickett	X		
Rebekah Ray	X		
Lee Anne Venable	X		

The motion to amend the agenda to move the tabled item to the end of the meeting passed with a vote of 9-0.

Item A: Monique Jobe, Property Owner/Applicant, requests conditional use approval for a “Group Care Home” for an R-1A zoned property at 2306 Clayton Place (PPIN 24337, Forrest County, Ward 4).

Discussion and Vote:

The Planning Staff introduced the case.

- Presented by:
 - o Monique Jobe
- Proponents:
 - o None
- Opponents:
 - o Sharron Nichols
 - o Christine Wolfe
 - o Alison Stevens
 - o Kathy Wheeler
 - o Megan Marlowe
 - o Gay Polk-Payton
 - o Alice Simons
 - o Blaise M. Sonnier
 - o Lisa J Martin
 - o Shane Richard
 - Mr. Richard and Ms. Tart provided a petition of opposition with 66 signatures
 - o Rebecca Tuuri
 - o Brenda Tart
 - Mr. Richard and Ms. Tart provided a petition of opposition with 66 signatures

Motion:

Made by Commissioner Lee Ann Venable to recommend denial

Second:

Made by Commissioner Charles Dawe

Vote:

Board Member	Yea	Nay	Other
Richard Conville		X	
Charles Dawe	X		
Michael Dickerson	X		

Edward Hargrove		X	
Amy Hinton	X		
Caroline Ingram			ABSENT
Elayne Lockett		X	
Rhoda Pickett		X	
Rebekah Ray	X		
Lee Anne Venable	X		

The motion to recommend denial of the request passed 5-4.

Item C: John Weeks, Applicant, requests approval to alter a subdivision known as the “Mineral Creek Manor” subdivision for a property at 100 J Ed Turner Drive (PPIN 9505, Forrest County, Ward 1).

Discussion and Vote:

The Planning Staff introduced the case.

- Presented by:
 - o John Weeks
- Proponents:
 - o John Eye- Via email.
- Opponents:
 - o None

Motion:

Made by Commissioner Charles Dawe to recommend approval.

Second:

Made by Commissioner Lee Anne Venable

Vote:

Board Member	Yea	Nay	Other
Richard Conville	X		
Charles Dawe	X		
Michael Dickerson	X		
Edward Hargrove	X		
Amy Hinton	X		
Caroline Ingram			ABSENT
Elayne Lockett	X		
Rhoda Pickett	X		
Rebekah Ray	X		
Lee Anne Venable	X		

The motion to recommend approval passed with a 9-0 vote.

Item D: Wyche McMullan, Applicant, requests a conditional use approval for “Automotive Sales and Rentals” for a B-3 (BCO) zoned property at 401 Broadway Drive (PPIN 21784, Forrest County, Ward 4).

Discussion and Vote:

The Planning Staff introduced the case.

- Presented by:
 - o Wyche McMullan
- Proponents:
 - o None
- Opponents:
 - o Shawn Harris

Motion:

Made by Commissioner Richard Conville to recommend denial for conditional use for “automotive rental and sales”, “automotive, truck, and small engine maintenance,” and “automotive truck, and small repairs.”

Second:

Made by Commissioner Michael Dickerson

Vote:

Board Member	Yea	Nay	Other
Richard Conville	X		
Charles Dawe	X		
Michael Dickerson	X		
Edward Hargrove			ABSTAIN
Amy Hinton		X	
Caroline Ingram			ABSENT
Elayne Lockett	X		
Rhoda Pickett			ABSTAIN
Rebekah Ray			ABSTAIN
Lee Anne Venable	X		

The motion to recommend denial passed with a 5-1-3 vote.

Item B: The City of Hattiesburg requests a text amendment to the Hattiesburg Land Development Code, Ord. No. 3209, as amended, to Section 1 (Intent and Purpose), Section 2

(Applicability and Conformity), Section 3 (General Requirements), Section 4 (Zoning Districts Established), Section 5 (Use Regulations and Conditions), Section 6 (Dimensional Standards), Section 7 (Standards of Design), Section 8 (Infrastructure Standards), Section 9 (Environmental Standards), Section 10 (Signs), Section 11 (Administration and Enforcement), Section 12 (Process and Procedures), and Section 13 (Definitions). 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.

Discussion and Vote:

The Planning Staff introduced the case.

- Presented by:
 - o Staff, City of Hattiesburg
- Proponents:
 - o Murph Little
- Opponents:
 - o None

Motion:

Made by Commissioner Edward Hargrove to recommend approval with the added changes from staff.

Second:

Made by Commissioner Rebekah Ray

Vote:

Board Member	Yea	Nay	Other
Richard Conville	X		
Charles Dawe	X		
Michael Dickerson			ABSENT
Edward Hargrove	X		
Amy Hinton			ABSENT
Caroline Ingram			ABSENT
Elayne Lockett	X		
Rhoda Pickett	X		
Rebekah Ray	X		
Lee Anne Venable			ABSENT

The motion to table the request passed 6-0.

Motion:

Made by Commissioner Edward Hargrove to recommend approval of section 2.6 with the added changes from staff.

Second:

Made by Commissioner Edward Hargrove

Vote:

Board Member	Yea	Nay	Other
Richard Conville	X		
Charles Dawe			
Michael Dickerson			ABSENT
Edward Hargrove	X		
Amy Hinton			ABSENT
Caroline Ingram			ABSENT
Elayne Lockett	X		
Rhoda Pickett	X		
Rebekah Ray	X		
Lee Anne Venable			ABSENT

The motion to recommend approval with the added changes by staff passed 5-0-1.

Item E: Mary Jane & Herbs, Property Owner/Applicant, and Michael Haddox, Property Owner/Applicant, request a conditional use approval to allow the property to be eligible to participate in the sidewalk fee-in-lieu program for a B-3 zoned property located at 135 Thornhill Drive (PPIN 21511, Lamar County, Ward 3).

Motion:

Made by Commissioner Rebekah Ray to table the item to the March meeting.

Second:

Made by Commissioner Elayne Lockett

Vote:

Board Member	Yea	Nay	Other
Richard Conville	X		
Charles Dawe	X		
Michael Dickerson			ABSENT
Edward Hargrove	X		
Amy Hinton			ABSENT
Caroline Ingram			ABSENT
Elayne Lockett	X		

Rhoda Pickett	X		
Rebekah Ray	X		
Lee Anne Venable			ABSENT

The motion to recommend approval passed with a 6-0 vote.

TABLED ITEM: Chad F. Edmonson requests a text amendment to the Hattiesburg Land Development Code, Ord. No. 3209, as amended, to allow accessory dwelling units in residential zoning districts that are also located in historic districts. 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.

No action was taken on this item. The item dies on the table.

Other Business:

- None

Adjournment:

Motion:

Made by Commissioner Charles Dawe to adjourn

Second:

Made by Commissioner Richard Conville

The motion to adjourn the meeting passed with a 6-0 vote.

The Planning Commission adjourned the meeting at 4:27 pm.

Rebekah Ray, Secretary

Cory Long, AICP, Planning Division Manager

Satcher, Nathaniel

EXHIBIT C-1

From: John Eye <johngeye@gmail.com>
Sent: Sunday, February 1, 2026 4:52 PM
To: Satcher, Nathaniel
Subject: Concerning Lot 1 - Mineral Creek Manor

Hello Nathan: Please submit this for consideration by the Planning Commission. Thanks. John

To whom it may concern:

We are in favor of the subdivision request at 100 J Ed Turner Drive. As property owners directly across the street, we appreciate the owner's commitment to developing the land in a way that preserves the positive character of the neighborhood, specifically, its large lots and respect for minimizing traffic congestion.

Sincerely,

John and Krista Eye
123 J Ed Turner Drive
Hattiesburg, MS 39402



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director
cc: Ann Jones
Date: Tuesday, March 3, 2026
Re: Accept the Planning Commission's recommendation to deny a conditional use request for "Automotive, truck, and small engine repairs," "Automotive, truck, and small engine maintenance," and "Automotive Sales and Rentals" for a B-3-BCO zoned property at 401 Broadway Drive (PPIN 21784, Forrest County, Ward 4).
File Number: 2026-104
Minute Book #

Summary

Recommendation Statement

The Planning Commission voted to recommend denial on February 4, 2026.

Please place this on the March 3, 2026 City Council meeting for consideration.



Quick Facts:

Applicant:

Wyche McMullan

Address:

401 Broadway Drive

Zoning:

B-3 (BCO)

Future Land Use:

Community Business District

Historic District:

N/A

Overlay District(s):

Broadway Corridor Overlay

Flood Zone:

X

Ward:

4

County:

Forrest

PPIN Number(s):

21784

Parcel Number(s):

2-038D-16-022.00

Hattiesburg Planning Commission Planning Division

Item D- Staff Report

February 4th, 2026



Property Image



Applicant's Request:

Conditional Use Request—Wyche McMullan, Applicant, requests a conditional use approval for “Automotive Sales and Rentals” for a B-3 (BCO) zoned property at 401 Broadway Drive (PPIN 21784, Forrest County, Ward 4).

Applicant's Scope of Work:

The applicant is seeking approval for a conditional use request to use the property for automotive sales and rentals. The property is located in the Broadway Corridor Overlay.

Background and History

The applicant met with staff in a pre-application meeting to discuss the property and its intended use. The applicant explained that they want to use the property for automotive purposes and to sell used cars. Staff explained the recent zoning changes to the Broadway-West Pine Corridor and the Right Down Broadway Master Plan. Specifically, they addressed how the overlay affects automotive-related uses, which are now subject to conditional use approval, including rental and sales.



Property / Surrounding Area Image

The Right Down Broadway Master Plan, adopted in January 2025, established a long-term vision to “transform Hattiesburg’s Automotive Row into Hattiesburg’s Creators Corridor.” The plan’s implementation matrix outlines a phased approach, spanning roughly the next decade, to gradually encourage reinvestment, redevelopment, and the introduction of new creative, commercial, and mixed-use opportunities along the corridor. The BCO overlay is intended to “promote infill activity in the Broadway Drive-West Pine Street Revitalization area by enabling additional uses that are supportive of the corridor vision plan and providing flexibility for the continuation and expansion of existing businesses within the corridor. “

As part of this implementation, automotive uses are now conditional, allowing the City to evaluate each proposal individually for compatibility with the plan’s goals as the corridor transitions toward the desired future mix of uses. This approach provides flexibility for existing businesses while ensuring that new or continued automotive uses do not impede the corridor’s evolution toward its long-term vision.

Conditional uses provide flexibility within the zoning ordinance while ensuring proposed uses remain compatible with surrounding development and consistent with the intent of adopted plans. The Planning Commission should consider whether the proposed use is compatible with its immediate context and whether it aligns with the Comprehensive Plan and the Right Down Broadway Master Plan as the corridor transitions to a more diverse and creative economic corridor.



Surrounding Area Image

Future Land Use:

Community Business District The Community Business District is primarily a non-residential district located along the city's major roadways. In this district, certain residential and non-residential land uses may be found that exhibit suburban development patterns.

District Characteristics The characteristics of this district include the following: moderate-density single-family residences and certain two-family and multi-family uses; mixed-use buildings and

developments; suburban-style, higher-intensity business developments that provide services to the entire community; and less-intensive commercial uses than are found in the Regional Business District.

District Land Uses The following land uses should be found in this district: residential uses; public and quasi-public uses, such as churches and schools; and general indoor retail, service and office land uses that do not require the outdoor storage of goods or equipment.

Codes and Regulations

SECTION 4: Zoning Districts Established

4.7.2 Broadway Corridor Overlay District (BCO).

The Broadway Corridor Overlay District is intended to promote infill activity in the Broadway Drive-West Pine Street Revitalization area by enabling additional uses that are supportive of the corridor vision plan and providing flexibility for the continuation and expansion of existing businesses within the corridor. The Broadway Corridor Overlay District was established as part of the Right Down Broadway Master Plan, adopted by the City of Hattiesburg on January 7th, 2025, Ordinance No. 3365. Additionally, the Broadway Corridor Overlay District aims to achieve the following:

- i. Encourage incremental, mixed-use infill development.
- ii. Encourage adaptive reuse, infill, and redevelopment that creates a pedestrian-oriented district with a mix of small retail, service, and artisan uses and complementary residential uses.
- iii. Allow for a greater mix of housing types and opportunities.

4.7.3.3 Conditional Use Approval. Within the B-3 Zoned areas of the BCO District, the following uses shall require conditional use approval, along with the following all applicable additional use conditions as cross-referenced in Table 5.1, Table of Uses:

- i. Automotive rental and sales
- ii. Automotive, truck, and small engine repair
- iii. Automotive, truck, and small engine maintenance
- iv. Automotive filling station
- v. Parking, Passenger Vehicles
- vi. Parking, Commercial Vehicles

ZONING DISTRICT	Minimum Lot Size in SF/ Width at Setback	Maximum Dwelling Units per Acre	Setbacks in Feet		Maximum Floors/Height*
			Minimum Front	Maximum Front	
B-3 COMMUNITY BUSINESS	No minimum/no minimum	17 per acre	0	15'	55' or 4 stories
B-5 REGIONAL BUSINESS	No minimum/no minimum	17 per acre	0	30'	72' or 6 stories

Considerations and Basis for Approval

Applicant's Requests:

Recommend approval or denial of the conditional use request for "Automotive Sales and Rentals" for a B-3 (BCO) zoned property at 401 Broadway Drive (PPIN 21784, Forrest County, Ward 4).

Potential Considerations:

Should the Planning Commission recommend approval, they can include conditions with the approval to ensure the site coordinates with the Right Down Broadway Plan, such as:

- Breaking up of hard scaping on the front of the property
 - o Addition of landscaping or tree planting requirement on site
- Widening of the sidewalk on site to 8ft
- Making the curb cuts and driveways on the site code-compliant
 - o Existing driveways are ~ 50ft-65ft. Code-compliant driveways for 3-way driveways are 36ft max, and 2-way driveways are 24ft max.

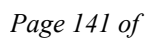


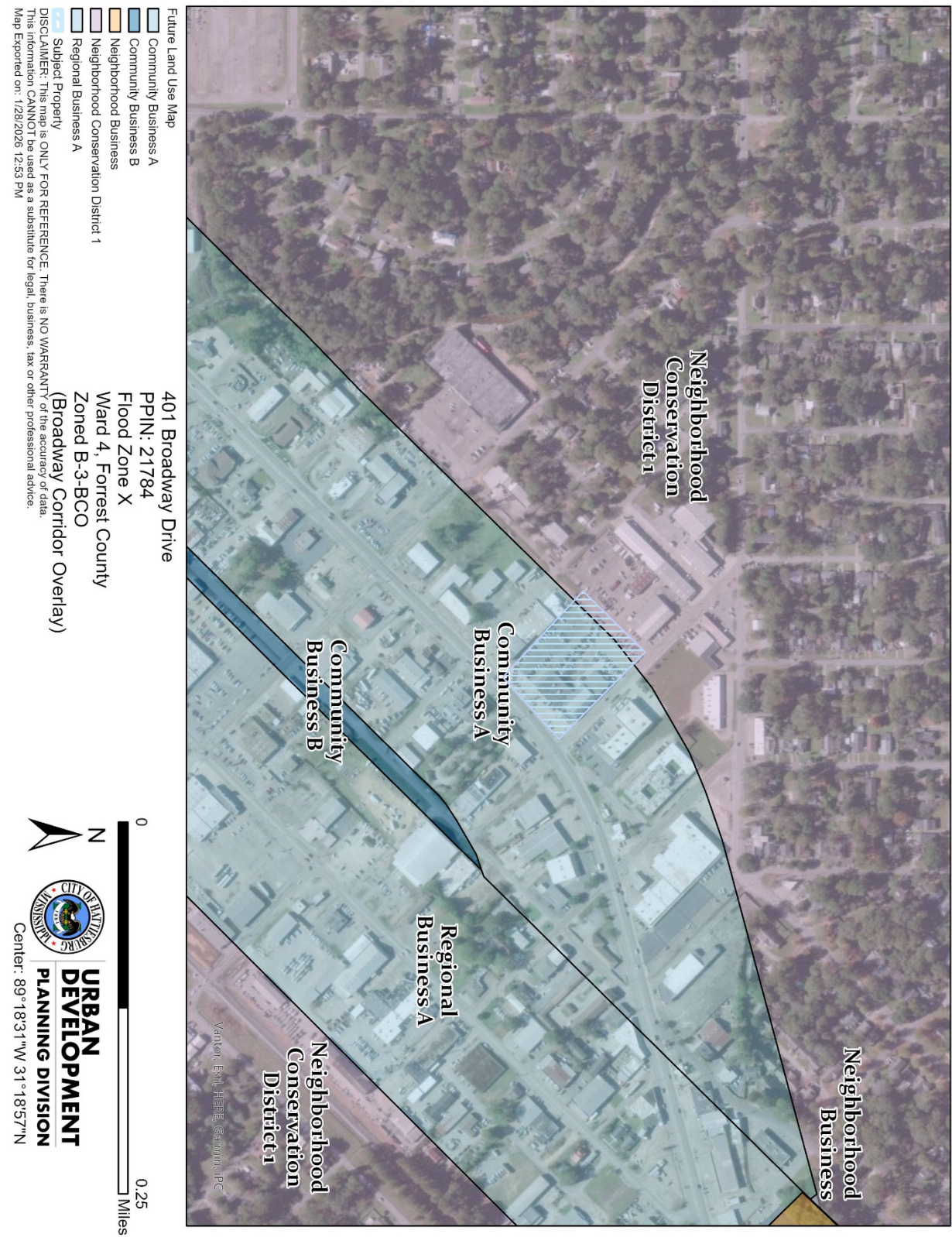
Surrounding Area Image

Basis for Approval:

Conditional Use

- 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.
- 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.
- 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.
- 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.





Surrounding Area Image- Broadway Drive facing East



Surrounding Area Image- Broadway Drive facing West





Application for Public Hearing

City of Hattiesburg – Planning Division

PO BOX 1898 – Hattiesburg, MS 39403-1898 | Phone (601)- 545-4599

NOTE:

- Fill this application out IN FULL with what applies to your application
- Refer to the hattiesburgms.com/planning for Land Development Code and GIS map. Access via link or QR code



Applicant Information

Name Applicant: Mc's Inc Project Name: Mc's Inc RIGHT DOWN BROADWAY

Municipal Address of Site: 401 BROADWAY DR & 601 SCOOTER PPIN #: _____

Parcel Number(s): _____

Type of Public Hearing	Additional Information Needed:
☐ Variance (fill out pages 7 & 8)	☐ Sign ☐ Setback ☐ Off-Site Parking ☐ Lot Width ☐ Lot Coverage Area ☐ Buffer ☐ Open Space ☐ Other: _____
☐ Rezoning (fill out page 11)	Existing Zoning: _____ Proposed Zoning: _____
☒ Conditional Use (fill out pages 9 & 10)	☐ Automotive Filling Station ☐ Digital Billboard, New ☐ Digital Billboard, Replacement ☐ Telecommunications ☐ Restaurant ☐ Solar Farm ☐ Other: <u>VEHICLE REPAIR / MAINTENANCE</u>

Other Application types:

- | | |
|--|---|
| ☐ Subdividing of a lot, Parcel, or Tract (fill out page 12) | ☐ Text Amendment |
| ☐ Street or Alley Renaming (fill out pages 13 & 14) | ☐ Overlay District |
| ☐ Vacating Street or Alley (fill out pages 13 & 14) | ☐ Planned Mixed-Use District (PMU) |

For Staff Only:			
Zoning: <u>B-3-B20</u>	Historic District: <u>N/A</u>	Flood Zone: <u>X</u>	Ward: ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ 5
Project Number: <u>USE-1225-0032</u>		Received:	
PPIN # or Parcel #: <u>21784, 21790</u>			

904



Application for Public Hearing

City of Hattiesburg – Planning Division

PO BOX 1898 – Hattiesburg, MS 39403-1898 | Phone (601)- 545-4599

Public Hearing Petitioner Information:

Deadline for applicant to file petition: Jan 5, 2026 Dec, 29th 2025
Hattiesburg Planning Commission Meeting Date: 12/18/25 2-9-2026
Hattiesburg Board of Adjustment Meeting Date: _____
City Council Agenda Review Date – (you or your representative should attend): _____
City Council Meeting (Vote) Date – (you or your representative may attend): _____

- 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.
 - There is an additional 10-day appeal period, required by State Law, after the 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. *

Public Hearing Application Checklist

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 standards may be accepted only per approval from staff)
- ☐ Site & Design Review Committee, if needed
- ☐ Copy of entire Warranty Deed (filed and recorded at the courthouse) with legal description granting title to the 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 the application
- ☐ Other documents needed (if relevant):
 - ☐ Maps of digital billboard removal sites
 - ☐ Maps of digital billboard replacement sites
 - ☐ Documentation on measurements
 - ☐ Other: _____
- ☐ Payment to the City of Hattiesburg for filing a public hearing application in the amount of \$_____



Application for Site Plan Review

City of Hattiesburg – Planning Division

PO BOX 1898 – Hattiesburg, MS 39403-1898 | Phone (601)- 545-4599

The following fees are an excerpt from Ordinance No. 2977, adopted January 22, 2008, as amended.

<u>Public Hearing Fees</u>	
Public Hearing Type	Fees Associated
Variance Variance applications include one Concept Site Plan Review and one Variance request	\$175.00 per application. \$50.00 for each additional variance.
Street / Alley Naming or Re-Naming	\$300.00 per application. \$100.00 per required street name sign if approved* (*Fees for replacement street signs shall be paid after City Council approval but prior to the effective date.)
Street / Alley Closing	\$300.00 per application.
Conditional Use	\$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) with zoning change package	\$600.00 per package.
Subdivision of Land (Preliminary Plats) Note: Final Plats should be submitted to the governing body for approval within 12 months of approval of preliminary plats.	\$225.00 per application. \$10.00 per each additional created lot (** see PUD or PRD & Subdivision of Land package rate)
Planned Unit Development (PUD) or Planned Residential Development with Subdivision of Land Package**	\$500.00 per application. \$10.00 per each additional 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 *Exempt from fees – Established Neighborhood Association*	\$50.00 per appeal.
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

I hereby certify that I have completed and attached the above-required documents, information, and fees.

Print Name: _____

Signature: _____

Updated Version 05/22/2025

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

Wyche McMullan 401 Broadway Dr.
Street Address City State

on this the December day of 18th, 2025.

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____.

Mc's Inc By Wyche McMullan
Property Owner (Print) Sec/Treasurer

Wyche McMullan
Property Owner (Signature)

STATE OF Mississippi
COUNTY OF Forrest

Personally came and appeared before me, the within named

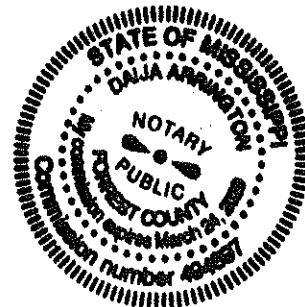
Wyche McMullan,
who signed and delivered the above and foregoing instrument as and for their free act and deed on the
day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject
property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 18th day of
December, 2025.

[Signature]
NOTARY PUBLIC

My Commission Expires:

March 24, 2029



APPLICANT AFFIDAVIT PAGE

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

Street Address City State

on this the _____ day of _____, 20____.

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____.

Applicant (Print)

Applicant (Signature)

STATE OF _____

COUNTY OF _____

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 _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:

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:

NOT NOW CONSTRUCTION

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

NOIS - HAS BEEN DOING THIS IN THIS FACILITY OVER 8 YEARS.

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

4-5 Acres

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

HOPEFULLY - ~~WILL~~ WILL GET PEOPLE COMING TO RUFF TOWN BROADWAY

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?

10-20

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

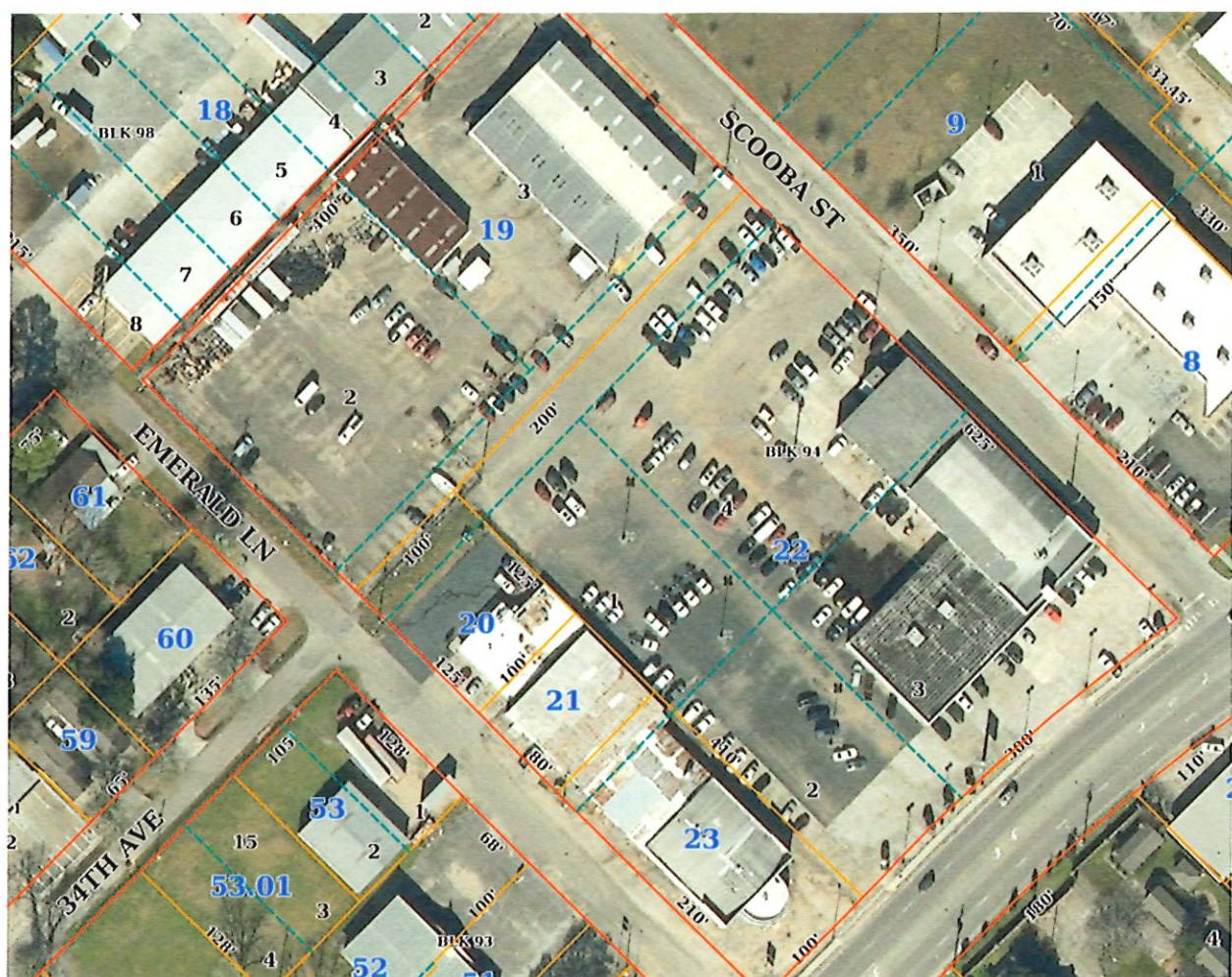
Yes, PROPOSED HAS BEEN USED FOR SAME TYPE
WORK SINCE 1945

8. **Parking requirements:** Commercial/Industrial: Paved parking will be provided for 100+
vehicles, and _____ ADA vehicles; with _____ loading spaces.

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

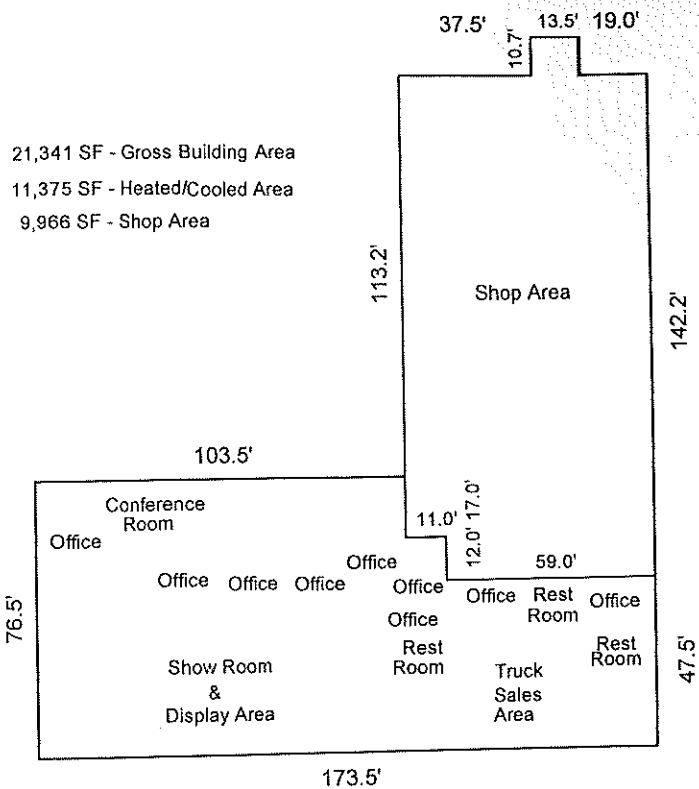
Refer to the hattiesburgms.com/planning for Land Development Code and GIS map. Access via
link or QR code.





Building Sketch (Page - 1)

Owner	Wyche McMullan - owner/client				
Property Address	401 Broadway Dr				
City	Hattiesburg	County	Forrest	State	MS Zip Code 39401
Lender/Client	McMullan Motors, Inc.				



Sketch by Apex I/TM

Comments:

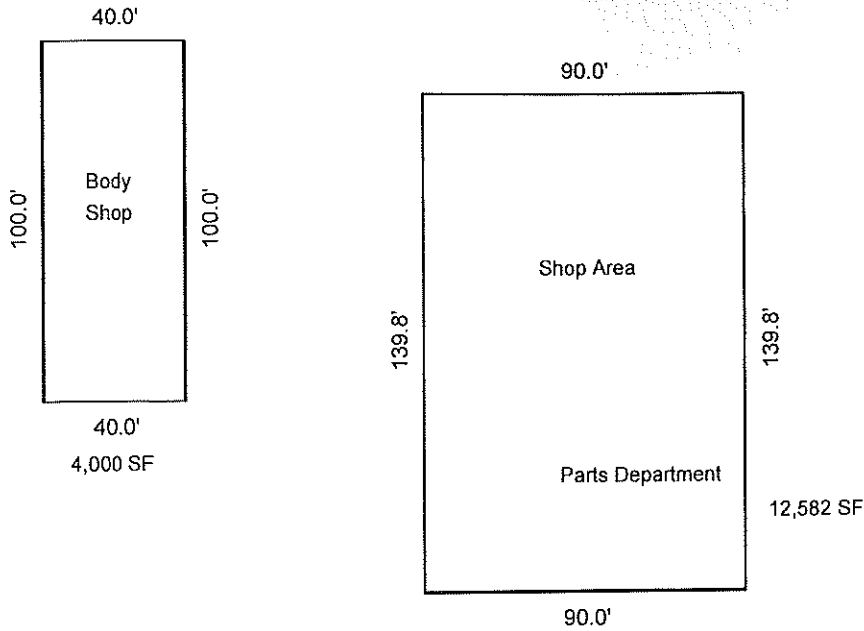
AREA CALCULATIONS SUMMARY			
Code	Description	Net Size	Net Totals
GRA1	First Floor	11374.8	21341.2
	1st Flr - Shop Area	9966.4	
Net BUILDING Area		(Rounded)	21341

BUILDING AREA BREAKDOWN			
Breakdown			Subtotals
First Floor			
59.5	x	114.5	6812.8
47.5	x	59.0	2802.5
17.0	x	103.5	1759.5
1st Flr - Shop Area			
10.7	x	13.5	144.5
17.0	x	70.0	1190.0
70.0	x	113.2	7924.0
12.0	x	59.0	708.0
7 Items	(Rounded)		21341

Building Sketch (Page - 2)

Borrower	Wyche McMullan - owner/client					
Property Address	401 Broadway Dr					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Lender/Client	McMullan Motors, Inc.					

Total 37,923 SF - All Buildings



Sketch by Apex IV™

Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Net Size	Net Totals
GHA1	Shop & Parts Depart	12582.0	
	Body Shop	4000.0	16582.0
Net BUILDING Area		(Rounded)	16582

BUILDING AREA BREAKDOWN		
Breakdown	Subtotals	
Shop & Parts Depart		
90.0 x 139.8	12582.0	
Body Shop		
40.0 x 100.0	4000.0	
2 Items	(Rounded)	16582



URBAN DEVELOPMENT PLANNING DIVISION

PRE-APPLICATION MEETING SUMMARY NOTES

Meeting Date: Thursday, December 18, 2025

Pre-App Number: 1225-1071

Staff Present:

Nathan Satcher (Senior Planner), Kevin Bates (Building Official),
Shawn Whitaker (Fire Marshal), Jerald Little (Engineering Technician),
Meridian McDaniel (Planner I), Noah Gower (Engineering Technician)

STATUS: SUBMIT FOR A PUBLIC HEARING

Project: Car Rental and Salee

Address: 401 Broadway Drive

Presented by: Wyche McMullen

Use Designation: Auto Rental and Sales

PPIN: 21784 & 21790

Flood Zone: X

Historic District: N/A

Elevation Certificate Required: No

County: Forrest

Ward: 4

Construction type: Other

Zoning: B-3 (BCO)

Estimated Cost: TBD

Project Summary:

- Applicant Summary
 - Came to the city hall recently, wanting to put in an auto repair shop. Has a potential tenant interested in leasing the property for automotive use. Wanting to know what the steps would be to get the property in use for automotive purposes.
 - Considering splitting the building to have more than one suite.
- Planning
 - Right Down Broadway Master Plan and Zoning Changes
 - An overlay district was approved in the Spring of 2025 by the Hattiesburg City Council
 - Automotive rental/sales or automotive maintenance requires a conditional use approval
 - **LDC4.7.2.3 Conditional Use Approval.** Within the B-3 Zoned areas of the BCO District, the following uses shall require conditional use approval, along with following all applicable additional use conditions as cross-referenced in Table 5.1, Table of Uses:
 - Automotive rental and sales
 - Automotive, truck, and small engine repair
 - Automotive, truck, and small engine maintenance
 - Automotive filling station
 - Parking, Passenger Vehicles
 - Parking, Commercial Vehicles
 - A conditional use requires a public hearing with the Planning Commission
 - A variety of other uses are permitted by right in the B-3 (BCO)
 - **LDC 4.7.2.2 Permitted Uses in B-3 Zones of the BCO.** Within the B-3 Zoned areas of the BCO District, uses may be permitted by right as for and subject to the district

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.

regulations of the base zoning district. In addition, the following uses may be permitted, following the additional use conditions as cross-referenced in Table 5.1, Table of uses:

- Dwelling, Single-Family, attached
- Dwelling, Single-family, detached
- Dwelling, two-family
- Dwelling, zero lot line detached

- Building
 - No comments at this meeting.
- Engineering
 - No comments at this meeting.
- Fire
 - No comments at this meeting.

NEXT STEPS:

- Additional information
 - If moving forward with seeking a **conditional use** approval for an automotive use, submit a public hearing application for a conditional use
 - February 4th public hearing
 - Application deadline- December 29th at 1:00 pm
 - City Council meetings- March 2nd (4:00pm) and March 3rd (5:00pm)
 - March 4th public hearing
 - Application deadline- January 26th at 1:00 pm
 - City Council meetings- March 2nd (4:00pm) and March 3rd (5:00pm)
 - Consider talking to Ward 4 Councilman Dave Ware about the project.
- Permits
 - Apply for permits indicated below

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 |
| ☐ Privilege Tax License | ☐ Sign Permit |

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.

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
February 4th, 2026**

Board Members Roll Call:

Members Present:

1. Richard Conville
2. Charles Dawe
3. Michael Dickerson (Virtual, Departed following item D)
4. Edward Hargrove
5. Amy Hinton, Chair (Departed following item D)
6. Elayne Lockett
7. Rhoda Pickett, Vice Chair
8. Lee Anne Venable (Departed following item D)
9. Rebekah Ray, Secretary

Members Not Present:

1. Caroline Ingram
2. Vacant Seat

Staff Present:

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

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

AGENDA REVIEW

Motion:

Made by Commissioner Rebekah Ray to approve February's agenda with the amendment of moving Item B to the end of the meeting.

Second:

Made by Commissioner Rhoda Pickett

Vote:

Board Member	Yea	Nay	Other
Richard Conville	X		
Charles Dawe			ABSENT
Michael Dickerson			ABSENT
Edward Hargrove	X		
Amy Hinton	X		
Caroline Ingram			ABSENT
Elayne Lockett	X		
Rhoda Pickett	X		
Rebekah Ray	X		
Lee Anne Venable	X		

The motion to approve February's agenda with the amendment of moving Item B to the end of the meeting.

MINUTES REVIEW**Motion:**

Made by Commissioner Rhoda Pickett to approve the January 2026 minutes.

Second:

Made by Commissioner Lee Anne Venable

Vote:

Board Member	Yea	Nay	Other
Richard Conville	X		
Charles Dawe			ABSENT
Michael Dickerson			ABSENT
Edward Hargrove	X		
Amy Hinton	X		
Caroline Ingram			ABSENT
Elayne Lockett	X		
Rhoda Pickett	X		
Rebekah Ray	X		
Lee Anne Venable	X		

The motion to approve the January 2026 meeting minutes passed with a 7-0 vote.

BUILDING REPORT

Kevin Bates, Building Official, gave the Building Permit Report for January 2026.

PLANNING REPORT

Planning staff provided updates on the previous month's agenda items and an update on the progress of the comprehensive plan.

CHAIR'S REPORT

The Chair did not have a report for the meeting.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

Motion:

Made by Commissioner Richard Conville to amend the agenda to move the tabled item to the end of the meeting.

Second:

Made by Commissioner Charles Dawe

Vote:

Board Member	Yea	Nay	Other
Richard Conville	X		
Charles Dawe	X		
Michael Dickerson	X		
Edward Hargrove	X		
Amy Hinton	X		
Caroline Ingram			ABSENT
Elayne Lockett	X		
Rhoda Pickett	X		
Rebekah Ray	X		
Lee Anne Venable	X		

The motion to amend the agenda to move the tabled item to the end of the meeting passed with a vote of 9-0.

Item A: Monique Jobe, Property Owner/Applicant, requests conditional use approval for a “Group Care Home” for an R-1A zoned property at 2306 Clayton Place (PPIN 24337, Forrest County, Ward 4).

Discussion and Vote:

The Planning Staff introduced the case.

- Presented by:
 - o Monique Jobe
- Proponents:
 - o None
- Opponents:
 - o Sharron Nichols
 - o Christine Wolfe
 - o Alison Stevens
 - o Kathy Wheeler
 - o Megan Marlowe
 - o Gay Polk-Payton
 - o Alice Simons
 - o Blaise M. Sonnier
 - o Lisa J Martin
 - o Shane Richard
 - Mr. Richard and Ms. Tart provided a petition of opposition with 66 signatures
 - o Rebecca Tuuri
 - o Brenda Tart
 - Mr. Richard and Ms. Tart provided a petition of opposition with 66 signatures

Motion:

Made by Commissioner Lee Ann Venable to recommend denial

Second:

Made by Commissioner Charles Dawe

Vote:

Board Member	Yea	Nay	Other
Richard Conville		X	
Charles Dawe	X		
Michael Dickerson	X		

Edward Hargrove		X	
Amy Hinton	X		
Caroline Ingram			ABSENT
Elayne Lockett		X	
Rhoda Pickett		X	
Rebekah Ray	X		
Lee Anne Venable	X		

The motion to recommend denial of the request passed 5-4.

Item C: John Weeks, Applicant, requests approval to alter a subdivision known as the “Mineral Creek Manor” subdivision for a property at 100 J Ed Turner Drive (PPIN 9505, Forrest County, Ward 1).

Discussion and Vote:

The Planning Staff introduced the case.

- Presented by:
 - o John Weeks
- Proponents:
 - o John Eye- Via email.
- Opponents:
 - o None

Motion:

Made by Commissioner Charles Dawe to recommend approval.

Second:

Made by Commissioner Lee Anne Venable

Vote:

Board Member	Yea	Nay	Other
Richard Conville	X		
Charles Dawe	X		
Michael Dickerson	X		
Edward Hargrove	X		
Amy Hinton	X		
Caroline Ingram			ABSENT
Elayne Lockett	X		
Rhoda Pickett	X		
Rebekah Ray	X		
Lee Anne Venable	X		

The motion to recommend approval passed with a 9-0 vote.

Item D: Wyche McMullan, Applicant, requests a conditional use approval for “Automotive Sales and Rentals” for a B-3 (BCO) zoned property at 401 Broadway Drive (PPIN 21784, Forrest County, Ward 4).

Discussion and Vote:

The Planning Staff introduced the case.

- Presented by:
 - o Wyche McMullan
- Proponents:
 - o None
- Opponents:
 - o Shawn Harris

Motion:

Made by Commissioner Richard Conville to recommend denial for conditional use for “automotive rental and sales”, “automotive, truck, and small engine maintenance,” and “automotive truck, and small repairs.”

Second:

Made by Commissioner Michael Dickerson

Vote:

Board Member	Yea	Nay	Other
Richard Conville	X		
Charles Dawe	X		
Michael Dickerson	X		
Edward Hargrove			ABSTAIN
Amy Hinton		X	
Caroline Ingram			ABSENT
Elayne Lockett	X		
Rhoda Pickett			ABSTAIN
Rebekah Ray			ABSTAIN
Lee Anne Venable	X		

The motion to recommend denial passed with a 5-1-3 vote.

Item B: The City of Hattiesburg requests a text amendment to the Hattiesburg Land Development Code, Ord. No. 3209, as amended, to Section 1 (Intent and Purpose), Section 2

(Applicability and Conformity), Section 3 (General Requirements), Section 4 (Zoning Districts Established), Section 5 (Use Regulations and Conditions), Section 6 (Dimensional Standards), Section 7 (Standards of Design), Section 8 (Infrastructure Standards), Section 9 (Environmental Standards), Section 10 (Signs), Section 11 (Administration and Enforcement), Section 12 (Process and Procedures), and Section 13 (Definitions). 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.

Discussion and Vote:

The Planning Staff introduced the case.

- Presented by:
 - o Staff, City of Hattiesburg
- Proponents:
 - o Murph Little
- Opponents:
 - o None

Motion:

Made by Commissioner Edward Hargrove to recommend approval with the added changes from staff.

Second:

Made by Commissioner Rebekah Ray

Vote:

Board Member	Yea	Nay	Other
Richard Conville	X		
Charles Dawe	X		
Michael Dickerson			ABSENT
Edward Hargrove	X		
Amy Hinton			ABSENT
Caroline Ingram			ABSENT
Elayne Lockett	X		
Rhoda Pickett	X		
Rebekah Ray	X		
Lee Anne Venable			ABSENT

The motion to table the request passed 6-0.

Motion:

Made by Commissioner Edward Hargrove to recommend approval of section 2.6 with the added changes from staff.

Second:

Made by Commissioner Edward Hargrove

Vote:

Board Member	Yea	Nay	Other
Richard Conville	X		
Charles Dawe			
Michael Dickerson			ABSENT
Edward Hargrove	X		
Amy Hinton			ABSENT
Caroline Ingram			ABSENT
Elayne Lockett	X		
Rhoda Pickett	X		
Rebekah Ray	X		
Lee Anne Venable			ABSENT

The motion to recommend approval with the added changes by staff passed 5-0-1.

Item E: Mary Jane & Herbs, Property Owner/Applicant, and Michael Haddox, Property Owner/Applicant, request a conditional use approval to allow the property to be eligible to participate in the sidewalk fee-in-lieu program for a B-3 zoned property located at 135 Thornhill Drive (PPIN 21511, Lamar County, Ward 3).

Motion:

Made by Commissioner Rebekah Ray to table the item to the March meeting.

Second:

Made by Commissioner Elayne Lockett

Vote:

Board Member	Yea	Nay	Other
Richard Conville	X		
Charles Dawe	X		
Michael Dickerson			ABSENT
Edward Hargrove	X		
Amy Hinton			ABSENT
Caroline Ingram			ABSENT
Elayne Lockett	X		

Rhoda Pickett	X		
Rebekah Ray	X		
Lee Anne Venable			ABSENT

The motion to recommend approval passed with a 6-0 vote.

TABLED ITEM: Chad F. Edmonson requests a text amendment to the Hattiesburg Land Development Code, Ord. No. 3209, as amended, to allow accessory dwelling units in residential zoning districts that are also located in historic districts. 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.

No action was taken on this item. The item dies on the table.

Other Business:

- None

Adjournment:

Motion:

Made by Commissioner Charles Dawe to adjourn

Second:

Made by Commissioner Richard Conville

The motion to adjourn the meeting passed with a 6-0 vote.

The Planning Commission adjourned the meeting at 4:27 pm.

Rebekah Ray, Secretary

Cory Long, AICP, Planning Division Manager



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones
cc:
Date: Tuesday, March 3, 2026
Re: Adopt a Resolution requesting the Mississippi Legislature to extend the repealer imposed on the Hattiesburg Tourism Commission and the special tax levied therefore, to July 1, 2031.
File Number: 2026-149
Minute Book #

Summary

Adopt a resolution requesting the Mississippi Legislature to extend the repealer imposed on the Hattiesburg Tourism Commission and the special tax levied therefore, to July 1, 2031.

Recommendation Statement

I recommend that this resolution be adopted.

Please place this on the March 3, 2026 City Council meeting for consideration.

**RESOLUTION REQUESTNG THE MISSISSIPPI LEGISLATURE TO EXTEND THE
REPEALER IMPOSED ON THE HATTIESBURG TOURISM COMMISSION AND THE
SPECIAL TAX LEVIED THEREFORE, TO JULY 1, 2031.**

WHEREAS, on March 6, 1990, the Mayor and City Council of the City of Hattiesburg, Mississippi, adopted a resolution requesting the Legislature of the State of Mississippi to enact a local and private bill enabling the City of Hattiesburg to provide for a special tax to be levied on the gross proceeds from hotel and motel overnight room rental, exclusive of charges for food, telephone, laundry, beverages and similar charges; to provide that such tax be collected by the State Tax Commission; and

WHEREAS, on May 8, 1990, the Mayor and City Council of the City of Hattiesburg, Mississippi, acknowledged receipt of House Bill 1717 creating and establishing the Hattiesburg Tourism Commission: and

WHEREAS, House Bill 1717 authorized the governing authorities of the City of Hattiesburg to adopt a resolution declaring its intent to levy taxes, establish the amount of the tax levy and determine the date on which taxes initially would be levied and collected; and

WHEREAS, on September 4, 1990, the Mayor and City Council of the City of Hattiesburg adopted said resolution; and

WHEREAS, in 1995 House Bill 1717 was amended by Senate Bill Number 3124, which stated that this act shall stand repealed from and after September 30, 1997; and

WHEREAS, in 1997 House Bill 1717, as amended by Senate Bill 3124 in 1995, was amended by House Bill 1878 in 1997, which stated that this act shall stand repealed from and after September 20, 2000; and

WHEREAS, in 2000 House Bill 1717, as amended by Senate Bill 3124 in 1995 and House Bill 1878 in 1997, was amended by Senate Bill 3306, which stated that this act shall stand repealed from and after September 30, 2004; and

WHEREAS, in 2004 House Bill 1717, as amended by Senate Bill 3124 in 1995, House Bill 1878 in 1997 and Senate Bill 3306 in 2000, was amended by House Bill 1839, which stated that this act shall stand repealed from and after September 30, 2008; and

WHEREAS, in 2008 House Bill 1721 stated that this act shall stand repealed from and after September 30, 2011; and

WHEREAS, in 2011 House Bill 1530 stated that this act shall stand repealed from and after June 30, 2014; and

WHEREAS, in 2014 House Bill 1642 stated that this act shall stand repealed from and after June 30, 2017; and

WHEREAS, in 2017 House Bill 1764 stated that this act shall stand repealed from and after July 1, 2021; and

WHEREAS, in 2020 Senate Bill 2905 stated that this act shall stand repealed from and after July 1, 2022.

WHEREAS, in 2022 House Bill 1742 stated that this act shall stand repealed from and after July 1, 2027.

WHEREAS, House Bill 1717, as amended by House Bill 1642, already provides for the adoption of a resolution by the governing authorities of the City declaring its intention to levy the taxes and establishing the amount of the tax levy and the date on which the taxes initially shall be levied and collected; and giving notice of the proposed tax levy and the opportunity of qualified electors to file a written petition against the levy, and, therefore, Section 5 (6) (b) in House Bill 1717, as amended by House Bill 1764, is unnecessary.

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

Section 1. The Legislature of the State of Mississippi is hereby requested in the 2026 regular legislative session to amend the enabling legislation set forth in House Bill 1717, as amended by House Bill 1742 in 2022, to extend the repealer imposed on the Hattiesburg Tourism Commission and the special tax therefore to July 1, 2031.

The above and foregoing Resolution, having been first reduced to writing, was introduced by Council member _____, seconded by Council member _____, and

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the ____ day of _____, A.D., 2026.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this ____ day of _____, A.D., 2026.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director
cc: Whit Sanguinetti, Division Manager
Date: Tuesday, March 3, 2026
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: 2026-136
Minute Book #

Summary

Adopt Resolutions of Adjudication 03 03 2026

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 3, 2026 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Eric Boney

COUNCIL - WARD THREE
LeAnn Vance

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

TO: Mayor and City Council

FR: Wiley Quinn, Urban Development Director

DATE: March 3rd, 2026

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	Public Hearing Costs	WARD	PPIN
Stephon Leonard Mobley	718 Northhill Drive	\$314.88	2	22263
Mikal & Narjis Uqdah	820 Edwards Street	\$318.96	2	12911
Merri Jill King	703 Magnolia Avenue	\$313.56	2	13623
Sarah Allen	730 N 19th Avenue	\$370.80	2	14859
Donna Williams and Prince Woullard	813 Milton Barnes Avenue	\$322.80	2	40052
Keith Ronell Adams & ETALS	105 Saucier Drive	\$331.80	2	22318
Toby Woullard	814 Atlanta Street	\$313.20	2	25711
Justin Powell	303 South 13th Avenue	\$65.84	4	24198
Philip and Elise Dickerson	210 South 34th Avenue	\$64.40	3	22645
J. Alvin Investments LLC	224 Fredna Avenue	\$315.48	5	13929

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 3rd day of March, 2026, 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, 718 NORTHHILL DRIVE

INDEXING INSTRUCTIONS: The property described in this instrument is on the Lot 9, Block B, Northhill Subdivision Addition, City of Hattiesburg, Forrest County, Mississippi.

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 uncleanness 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 property owner's chosen contractor 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
Stephon Leonard Mobley	718 Northhill Drive	2-028H-05-072.00	Filing Fee: \$26.00 Title Opinion: \$250.00 Publication: \$38.88
			Total: \$314.88

Lot 9, Block B of Northhill Subdivision addition in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; all together with all improvements thereon and appurtenance 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 3rd day of March, 2026.

(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 3rd day of March, 2026.

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 3rd day of March, 2026, 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, 820 EDWARDS STREET

INDEXING INSTRUCTIONS: The property described in this instrument is on a part of Lot 2, Block 7, J. E. Arledge Subdivision, City of Hattiesburg, Forrest County, Mississippi.

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 uncleanness 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 property owner's chosen contractor 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
Mikal & Narjis Uqdah	820 Edwards Street	2-038A-15-117.00	Filing Fee: \$26.00 Title Opinion: \$250.00 Publication: \$42.96
			Total: \$318.96

820 Edwards Street, Hattiesburg, MS 39401, PPIN: 12911, Parcel: 2-038A-15-117.00, and better described as: A part of Lot 2, Block 7 of the J. E. Arledge Subdivision of the City of Hattiesburg, Forrest County, Mississippi, and being more particularly described as commencing at the Southwest corner of said Lot 2 and run thence North 120 feet to the Point of Beginning, thence run East 150 feet, thence run North 88.6 feet, thence run West 150 feet, thence run South 88.6 feet to the Point of Beginning; together with all improvements thereon and appurtenance 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 3rd day of March, 2026.

(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 3rd day of March, 2026.

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 3rd day of March, 2026, 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, 703 MAGNOLIA AVENUE

INDEXING INSTRUCTIONS: The property described in this instrument is on the Lot 5, Block 18, Burkett Subdivision, City of Hattiesburg, Forrest County, Mississippi.

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 uncleanness 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 property owner's chosen contractor 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
Merri Jill King	703 Magnolia Avenue	2-038H-15-097.00	Filing Fee: \$26.00 Title Opinion: \$250.00 Publication: \$37.56
			Total: \$313.56

703 Magnolia Avenue, Hattiesburg, MS 39401, PPIN: 13623, Parcel: 2-038H-15-097.00 and better described as: Lot 5, Block 18, Burkett Subdivision, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements lying 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 3rd day of March, 2026.

(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 3rd day of March, 2026.

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 3rd day of March, 2026, 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, 730 N 19TH AVENUE

INDEXING INSTRUCTIONS: The property described in this instrument is on a part of Lot 2, M. and F.A. Dunn Addition, City of Hattiesburg, Forrest County, Mississippi.

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 uncleanness 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 property owner's chosen contractor 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
Sarah Allen	730 N 19th Avenue	2-028H-05-033.00	Filing Fee: \$26.00
			Title Opinion: \$250.00
			Publication: \$94.80
			Total: \$370.80

730 N 19th Avenue, Hattiesburg, MS 39401, PPIN: 14859, Parcel: 2-028H-05-033.00, and better described as: A parcel of land being 135.00 feet by 155.00 feet and having a frontage of 135.00 feet on and along the West margin line of North 19th Avenue, and extending West therefrom between parallel lines for a depth of 155.00 feet, being a part of Lot 2 of the M. and F.A. Dunn Addition to the Hattiesburg, Mississippi, particularly described as follows: Commence at the Northeast corner of said Lot 2 of the M. and F.A. Dunn Addition to the City of Hattiesburg, Forrest County, Mississippi, at the intersection of the South margin line of Choctaw Drive with the West margin line of North 19th Avenue and run thence South on and along the East boundary line of said Lot 2 and/or the West margin line of

North 19th Avenue for a distance of 135.00 feet, to and from the Point of Beginning of the parcel hereby conveyed:

From the point of beginning continue South on and along the East boundary line of said Lot 2 and/or the West boundary line of North 19th Avenue for a distance of 135.00 feet, thence at right angles run West and parallel to the North line of said Lot 2 and/or the South margin line of Choctaw Drive for a distance of 155.00 feet to the East line of the aforementioned Lot 2 and/or West line of North 19th Avenue and the point of beginning. Said parcel of land lying and being situated in and forming a part of said Lot 2 of the M. and F.A. Dunn Addition to the City of Hattiesburg, Forrest County, Mississippi and containing 0.481 of an acre.

A part of the West Half (W ½) of Lot #2 of the M. Dunn Subdivision of that part of the NW ¼ of the SE ¼ of Section 5, Township 4 North, Range 13 West in Forrest County, Mississippi and being further described by metes and bounds as:

Commencing at the Northeast Corner of Lot #2 and the M. Dunn Subdivision at the intersection of the West margin line of North 19th Avenue with the South margin line of Choctaw Drive and run thence West on and along the South margin line of said Lot 2 for 330.00 feet to the Northwest corner of said Lot 2, thence run South, on and along the dividing line between Lot 2 and the East boundary line of North Hills Subdivision as now surveyed and located, for 135.00 feet to and for the Point of Beginning.

Thence continue South on and along the dividing line between Lot 2 and the North Hills Subdivision for 135.00 feet; thence, with angles, run East and parallel to the North line of the said Lot 2 for 175.00 feet, thence run North and parallel to the West line of Lot 2 for the 135.00 feet; thence run West and parallel to the North line of said Lot 2 for 175.00 feet to the Point of beginning.

This property bears a municipal address of 726 N 19th Avenue, Hattiesburg, Mississippi, 39401 and a Forrest County Tax Assessor Parcel No. 2-028H-05-033.00.

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 3rd day of March, 2026.

(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 3rd day of March, 2026.

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 3rd day of March, 2026, 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, 813 MILTON BARNES AVENUE

INDEXING INSTRUCTIONS: The property described in this instrument is on a part of Lot 2, Block 9, J. E. Arledge Survey, City of Hattiesburg, Forrest County, Mississippi.

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 uncleanness 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 property owner's chosen contractor 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
Donna Williams and Prince Woullard	813 Milton Barnes Avenue	2-038A-15-143.00	Filing Fee: \$26.00 Title Opinion: \$250.00 Publication: \$46.80
			Total: \$322.80

813 Milton Barnes Avenue, Hattiesburg, MS 39401, PPIN: 40052, Parcel: 2-038A-15-143.00, and better described as: That part of Lot Two (2), Block Nine (9) of the J. E. Arledge Survey more particularly described as follows: Begins at the Northeast Corner of Lot Two (2), Block Nine (9) of said survey, run thence South for a distance of 90 feet; run thence West for a distance of 50 feet; run thence South for a distance of 35 feet; run thence West for a distance of 62 feet; run thence North for a distance of 125 feet; run thence East for a distance of 112 feet to the Point of Beginning; together with all improvements thereon and 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 3rd day of March, 2026.

(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 3rd day of March, 2026.

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 3rd day of March, 2026, 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, 105 SAUCIER DRIVE

INDEXING INSTRUCTIONS: The property described in this instrument is on a part of Lot 8 and a part of Lot 9, Block B, North Terrace Subdivision, City of Hattiesburg, Forrest County, Mississippi.

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 uncleanness 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 property owner's chosen contractor 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
Keith Ronell Adams & ETALS	105 Saucier Drive	2-028B-05-053.00	Filing Fee: \$26.00 Title Opinion: \$250.00 Publication: \$55.80
			Total: \$331.80

105 Saucier Drive, Hattiesburg, MS 39401, PPIN: 22318, Parcel: 2-028B-05-053.00, and better described as: A part of Lot 8 and a part of Lot 9 in Block B of the North Terrace Subdivision in the City of Hattiesburg, Forrest County, Mississippi according to the official map or plat thereof of said Subdivision of file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, and described as commencing at the Western most corner of Said Lot 8 and run Southeasterly along the Northeasterly margin of Saucier Drive for a distance of 30 feet to and for the Point of Beginning, thence continue Southeasterly and along said margin of said Saucier Drive for 169 feet, thence run North along a line which is 10 feet West of and parallel to the East boundary of said Lot 9 for a

distance of 162.5 feet to the Northeasterly boundary of Lot 9, thence run Northwesterly and along said boundary line of Lots 8 and 9 for 70.9 feet, thence run Southwesterly and parallel to the Northwesterly boundary line of said Lot 8 for 111.8 feet to the said Point of Beginning; together with all improvements lying thereon and 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 3rd day of March, 2026.

(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 3rd day of March, 2026.

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 3rd day of March, 2026, 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, 814 ATLANTA STREET

INDEXING INSTRUCTIONS: The property described in this instrument is on the Lot 5, Block 11, Yellow Pine Park Subdivision, City of Hattiesburg, Forrest County, Mississippi.

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 uncleanness 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 property owner's chosen contractor 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
Toby Woullard	814 Atlanta Street	2-029G-03-152.00	Filing Fee: \$26.00 Title Opinion: \$250.00 Publication: \$37.20
			Total: \$313.20

814 Atlanta Street, Hattiesburg, MS 39401, PPIN: 25711, Parcel: 2-029G-03-152.00, and better described as: Lot 5 Block 11 of Yellow Pine Park Subdivision, in the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat on file 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 3rd day of March, 2026.

(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 3rd day of March, 2026.

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 3rd day of March, 2026, 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, 303 SOUTH 13TH AVENUE

INDEXING INSTRUCTIONS: The property described in this instrument is on the Lot 2, Block 4, Sutherland and Reeves Survey, City of Hattiesburg, Forrest County, Mississippi.

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 uncleanness 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 property owner's chosen contractor 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
Justin Powell	303 South 13th Avenue	2-029M-09-242.00	Filing Fee: \$26.00 Publication: \$39.84
			Total: \$65.84

303 South 13th Avenue, Hattiesburg, MS 39401, PPIN: 24198, Parcel: 2-029M-09-242.00, and better described as: Lot Two (2), Block Four (4) of the Sutherland and Reeves Survey in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

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 3rd day of March, 2026.

(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 3rd day of March, 2026.

ATTEST: **APPROVED:**

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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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 3rd day of March, 2026, 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, 210 SOUTH 34TH AVENUE

INDEXING INSTRUCTIONS: The property described in this instrument is on the Lot 1, Block "I", Panama Park Second Addition, City of Hattiesburg, Forrest County, Mississippi.

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 uncleanness 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 property owner's chosen contractor 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
Philip and Elise Dickerson	210 South 34th Avenue	2-028M-07-012.00	Filing Fee: \$26.00 Publication: \$38.40
			Total: \$64.40

210 South 34th Avenue, Hattiesburg, MS 39401, PPIN: 22645, Parcel: 2-028M-07-012.00, and better described as: Lot One (1) of Block "I", Panama Park Second Addition, City of Hattiesburg, Forrest County, Mississippi, a subdivision according to a map or plat thereof 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 3rd day of March, 2026.

(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 3rd day of March, 2026.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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City of Hattiesburg
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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 3rd day of March, 2026, 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, 224 FREDNA AVENUE

INDEXING INSTRUCTIONS: The property described in this instrument is on the Lot 13, Block 14, J. H. Buschman Subdivision, City of Hattiesburg, Forrest County, Mississippi.

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 uncleanness 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 property owner's chosen contractor 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
J. Alvin Investments LLC	224 Fredna Avenue	2-038B-15-338.00	Filing Fee: \$26.00 Title Opinion: \$250.00 Publication: \$39.48
			Total: \$315.48

224 Fredna Avenue, Hattiesburg, MS 39401, PPIN: 13929, Parcel: 2-038B-15-338.00, and better described as: Lot 13, Block 14, J. H. Buschman Subdivision, Section 15, Township 4 North, Range 13 West, Forrest County, Mississippi, as per the official map or plat thereof on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and 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 3rd day of March, 2026.

(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 3rd day of March, 2026.

ATTEST: **APPROVED:**

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones
cc: Ann Jones
Date: Tuesday, March 3, 2026
Re: Approve an Interlocal Agreement between the City of Hattiesburg and Rawls Springs Utility District regarding services, and authorize the Mayor to execute the same.
File Number: 2026-139
Minute Book #

Summary

Approve an Interlocal Agreement between the City of Hattiesburg and Rawls Springs Utility District regarding services, and authorize the Mayor to execute the same.

Recommendation Statement

I recommend this item for approval.

Please place this on the March 3, 2026 City Council meeting for consideration.

**STATE OF MISSISSIPPI
COUNTY OF FORREST**

**INTERLOCAL GOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF HATTIESBURG, MISSISSIPPI
AND THE RAWLS SPRINGS UTILITY DISTRICT**

WHEREAS, the Interlocal Cooperation Act of 1974, *Miss. Code Ann.* § 17-13-1, et seq. as amended, authorizes any two (2) or more local governmental units to enter into a written contractual agreement with one another to jointly provide services and facilities and to jointly exercise and carry out any power, authority or responsibility exercised or capable of being exercised by a local governmental unit; and

WHEREAS, the City of Hattiesburg, Mississippi (“City”) is a municipal corporation organized under the laws of the State of Mississippi; and

WHEREAS, the Rawls Springs Utility District (“Rawls Springs”), is a Mississippi non-profit Utility District in good standing with the Mississippi Secretary of State; and

WHEREAS, some of the customers of Rawls Springs live within the City and are therefore provided City sewer services by the City, but without an interlocal agreement with Rawls Springs, the City is unable to compel those persons who are delinquent in their sewer bills to pay their sewer bill since the City is unable to terminate the water service of those customers since the water is provided by Rawls Springs; and

WHEREAS, the City and Rawls Springs have agreed that it would be in the best interest of both parties to enter into an interlocal agreement to deal with this situation as permitted by *Miss. Code Ann.* § 19-5-175, as amended and *Miss. Code Ann.* § 21-17-5, as amended; and

WHEREAS, this Agreement is entered into pursuant to the Interlocal Cooperation Act of 1974, *Miss. Code Ann.* § 17-13-1, et seq., and shall not take effect unless approved by the

Mississippi Attorney General, and if so approved, until it is filed with the chancery clerk of Forrest County and with the Secretary of State.

NOW, THEREFORE, in consideration of the above and foregoing premises and under the authority of *Miss. Code Ann.* § 17-13-1 *et seq.*, and the further consideration of mutual advantages and promises hereinafter contained, this contract and agreement is made and entered into on the date hereinafter stated by and between the City and Rawls Springs, and the parties do contract and agree to the terms and conditions hereinafter set forth:

Section 1. Effective Date and Duration

Pursuant to *Miss. Code Ann.* § 17-13-9 (a), the duration of this agreement shall be until December 31, 2035, unless terminated in accordance with the provision of Section 5 herein. The agreement will be effective upon the approval of the Interlocal Agreement by the Attorney General of this State and thereafter with the filing of said Interlocal Agreement with the Chancery Clerk of Forrest County and with the Secretary of State.

Section 2. Purpose

The purpose of this agreement shall be to provide account information regarding outstanding balances due for water and/or sewer in either the City or Rawls Springs, as the case may be; and to authorize Rawls Springs to disconnect water service to a customer who is delinquent in sewer and garbage fees to the City until that City account is brought current.

Section 3. Organization/Statutory Authority

There will be no separate legal or administrative entity created by this Interlocal Agreement. The statutory authority for entering into this Interlocal Agreement is *Miss. Code Ann.* § 19-5-175, as amended, and *Miss. Code Ann.* § 21-17-5, as amended.

Section 4. Manner of Financing, Staffing and Supplying

No additional financing, staffing or supplying is required or needed by either party. Both parties have existing financial resources, staffing and supplies to carry out the agreement.

Section 5. Termination and Amendment

The parties may terminate or amend this agreement at any time, but only by proper action of the governing authorities of all the parties. This agreement may be amended at any time by the mutual consent of the parties herein by an agreement entered into pursuant to the provisions of the Interlocal Act and approved by the Attorney General.

Section 6. Administration

There shall be no joint board required to carry out the purpose of this agreement; the administration shall be through the respective administrative staffs of the parties.

Section 7. Real and personal property

There shall be no real or personal property acquired, held or disposed of in connection with this agreement.

Section 8. Other necessary and proper matters

1. The following procedures shall be followed:
 - (a) The City shall notify Rawls Springs in writing of any customer of the association who also has sewer service provided by the City who is thirty (30) days or more delinquent in the payment of sewer and garbage charges by a method agreeable to the City and Rawls Springs.
 - (b) Upon receipt of a notification Rawls Springs shall terminate the water service of the named customer.

- (c) Upon receipt of written notice of the satisfaction of the delinquency and any fees connected with the delinquency and the termination of the water service and satisfaction of any delinquency in water charges due Rawls Springs, Rawls Springs shall restart the water service of the customer. The City will disburse the fees connected to the termination and reconnection of water service to Rawls Springs.
 - (d) To the extent permitted by law, the City shall save and hold harmless Rawls Springs against any and all claims based on the disconnection of water or sewer service and any other damages resulting from any action taken by Rawls Springs under this Interlocal Agreement.
 - (e) Upon approval of the parties and the Attorney General and the filing of this Interlocal Agreement with the Forrest County Chancery Clerk, Rawls Springs is authorized to terminate the water service of any customer delinquent in the payment of sewer charges to the City pursuant to the terms of this Interlocal Agreement.
2. The parties shall provide customer account information to each other to monitor delinquencies that have moved to the other's district. When a person is delinquent on the payment of an undisputed bill for water sewer service provided by a water sewer system of one of these water sewer systems, moves into the other water sewer system, and applies for or receives water from another water sewer system, if the person's former water sewer system establishes that there is no dispute that the delinquent amount is properly due and owed by that particular individual in that amount, the new water sewer system shall refuse to provide water sewer service to the delinquent person until such person provides proof of curing the delinquency.

3. Prior to the effective date, both the City and Rawls Springs shall inform affected members and customers of the Interlocal Governmental Agreement and its basic provisions.

Section 9. Severability

Should any provisions of this Agreement be found to be unconstitutional or otherwise be contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possible to do so, the remainder of this Agreement shall remain in full force and effect.

Signed this the _____ day of _____, 20____.

CITY OF HATTIESBURG, MISSISSIPPI, A Municipal Corporation

BY: _____
Toby Barker, Mayor

ATTEST: _____
Kermas Eaton, City Clerk

Signed this the _____ day of _____, 20____.

RAWLS SPRINGS UTILITY DISTRICT

BY: _____



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Marybeth Bergin, Director of Transportation and Engineering
cc:
Date: Tuesday, March 3, 2026
Re: Approve an agreement with the Federal Aviation Administration to provide a flight inspection of PAPI, REIL & MIRLS as part of the 2025 Airport Lighting project at the Hattiesburg Bobby L. Chain Municipal Airport at an estimated cost of \$20,896.92; authorize the Mayor to execute said agreement and authorize issuance of a manual check.
File Number: 2026-124
Minute Book #

Summary

Approve an agreement with the Federal Aviation Administration to provide a flight inspection of PAPI, REIL & MIRLS as part of the 2025 Airport Lighting project at the Hattiesburg Bobby L. Chain Municipal Airport at an estimated cost of \$20,896.92; authorize the Mayor to execute said agreement and authorize issuance of a manual check.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 3, 2026 City Council meeting for consideration.

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**CITY OF HATTIESBURG, MS
HATTIESBURG, MS**

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the **City of Hattiesburg, MS** (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA-Flight Program Operations and **City of Hattiesburg, MS**.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

- A. The purpose of this Agreement between the FAA and the Sponsor is to **provide a reconfiguration flight inspection of the PAPIs on Rwys 13/31, commissioning flight inspection of the REIL on Rwy 13 & MIRLs on Rwys 13/31 at Hattiesburg Bobby L Chain Municipal Airport (KHBG) Hattiesburg, MS**. This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

City of Hattiesburg, MS, Hattiesburg, MS

- B. The FAA will **perform a reconfiguration flight inspection of the PAPIs on Rwy 13/31, commissioning flight inspection of the REIL on Rwy 13 & MIRLS on Rwy 13/31 at Hattiesburg Bobby L Chain Municipal Airport (KHBG) Hattiesburg, MS.**
- C. The Sponsor will perform the following activities:
1. Provide funding as estimated in Article 7.
 2. Upon signature and payment of agreement, contact Richard Montgomery at 405-954-0792 or Richard.Montgomery@faa.gov once the site is ready for inspection. You may also call the Oklahoma City Service Center if you have any questions at 405-954-9780.
- D. This agreement is in whole or in part funded with funding from an AIP grant [X] Yes [] No. If Yes, the grant date is: 06/25/2025 and the grant number is: 3-29-0031-035-2025 / 3-29-0031-034-2025. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

ARTICLE 4. Points of Contact

A. FAA:

1. The FAA, **Flight Program Operations, Program Support Group** will provide administrative oversight of this Agreement. **Shelley Ochs** is the **Agreement Coordinator** and liaison with the Sponsor and can be reached at 405-954-5757 or via email at shelley.d.ochs@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. The FAA, **Flight Program Operations, Flight Operations Group** will perform the scope of work included in this Agreement. **Richard Montgomery** is the **Lead Scheduler**, Flight Program Operations, and liaison with the Sponsor for any Flight Inspection issues and can be reached at 405-954-9780 or via email at richard.montgomery@faa.gov. These liaisons are not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
3. FAA Contracting Officer: The execution, amendment, and administration of this Agreement must be authorized and accomplished by the **Contracting Officer, Joe Oglesby** who can be reached at 405-954-7835 or via email at joe.oglesby@faa.gov.

B. Sponsor:

Sponsor: City of Hattiesburg, MS
ATTN: Marybeth Bergin, Director of Transportation and Engineering
Address: 200 Forrest Street
Hattiesburg, MS 39401-3451
Phone: 769-299-7699
Email: mbergin@hattiesburgms.com

ARTICLE 5. Non-Interference with Operations [RESERVED]

ARTICLE 6. Property Transfer [RESERVED]

ARTICLE 7. Estimated Costs

A. The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
LABOR	
NA	\$0
NON-LABOR	
Flight Inspection	\$19,349.00
Non-Labor Overhead (8%)	\$ 1,547.92
Total Non-Labor	\$20,896.92
TOTAL ESTIMATED COST	\$20,896.92

Detailed Estimate:

Flight Inspection Estimated Cost

	Type	Hours	Inspections	Estimated Cost
<i>Beech Rate \$3,518/hr</i>				
PAPIs Rwys 13/31	Reconfiguration			
REIL Rwy 13	Commission			
MIRLs Rwys 13/31 at KHBG	Commission	5.5	1	\$19,349.00
	8% Administrative Overhead			<u>\$ 1,547.92</u>
	Total Estimated Cost			\$20,896.92

- B. FAA reserves the right to determine which aircraft will be used for flight inspections. Flight hour rates will be adjusted automatically according to FAA Order 4040.28 (current edition), Application of Flight Hour Rates, or as approved by the Flight Program Executive. The estimate is based on rates in effect at the time this Agreement is signed.

- C. Estimated costs contained herein are for planning purposes only and can vary depending on the actual aircraft used, and actual flight hours expended to reach the facility and to accomplish the inspection. As required by regulation, the final bill submitted to the Sponsor will reflect actual hours and costs to the FAA.
- D. Sponsor will be notified of any necessary deviations or changes to the instrument flight procedure and agrees to negotiate with the FAA to resolve additional reimbursement issues exceeding 10% of the cost estimate, in accordance with Article 9.
- E. FAA flight inspection aircraft may be delayed from scheduled itineraries for unanticipated reasons such as a National Airspace System priority, weather, or unscheduled aircraft maintenance. FAA is not responsible for any additional cost the Sponsor may incur if an inspection must be rescheduled.

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section D of this Agreement. This Agreement will not extend more than five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send an electronic copy of the Agreement to the FAA Agreement Coordinator for FAA signature. The Sponsor will also send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.

- C. The Reimbursable Receipts Team is identified by the FAA as the billing office for this Agreement. The Sponsor will send an electronic copy of the executed Agreement to the Agreement Coordinator and submit the advance payment to the Reimbursable Receipts Team. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS:

DOT/FAA/ESC
P.O. Box 25770
AMK-322 – MPB 328
Oklahoma City, OK 73125

FAA payment remittance address using Fed Ex/ UPS/USPS Priority (**overnight**):

DOT/FAA/ESC
AMK-322 – MPB328
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

City of Hattiesburg, MS
ATTN: Ann Jones, Chief Administrative Officer
200 Forrest Street
Hattiesburg, MS 39401-3451
601-545-4503
annjones@hattiesburgms.com

- D. The FAA will accept payments under this Article from only one of two sources: either (1) the Sponsor or (2) a Third Party on behalf of the Sponsor, and the same source must make all required payments. If a Third Party makes the payments, then any refund due from FAA upon completion of the Agreement will be returned to that Third Party.

- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Amendments

Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence [RESERVED]

ARTICLE 13. Legal Authority

This Agreement is entered into under one or more of the following authorities: 49 U.S.C. § 106(l), 31 U.S. Code 6505 Intergovernmental Cooperation Act. Under these authorities, the Administrator of the FAA is authorized to enter into and perform such contracts, leases, cooperative agreements and other transactions as necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator considers appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.1F applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2, Contractor Personnel Suitability Requirements are met.

ARTICLE 21. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

AGREED:

**FEDERAL AVIATION
ADMINISTRATION**

CITY OF HATTIESBURG, MS

SIGNATURE _____
NAME Joe Oglesby
TITLE Contracting Officer
DATE _____

SIGNATURE _____
NAME Toby Barker
TITLE Mayor
DATE _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Marybeth Bergin, Director of Transportation and Engineering

cc:

Date: Tuesday, March 3, 2026

Re: Approve Supplemental Agreement No.1 with Chris Albritton Construction Company Inc. for Federal Aid Project No. STP-0210-00(040) LPA/1008800-701000 to account for modified and added items with an increase of \$9750.00 and decrease of \$9855.00 for a contract amount decrease to \$105.00 adding 44 working days to the contract; Authorize the Mayor to execute the Supplemental Agreement in duplicate.
File Number: 2026-142
Minute Book #

Summary

Approve Supplemental Agreement No.1 with Chris Albritton Construction Company Inc. for Federal Aid Project No. STP-0210-00(040) LPA/1008800-701000 to account for modified and added items with an increase of \$9750.00 and decrease of \$9855.00 for a contract amount decrease to \$105.00 adding 44 working days to the contract; Authorize the Mayor to execute the Supplemental Agreement in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 3, 2026 City Council meeting for consideration.

CITY OF HATTIESBURG
Project No. STP-0210-00(040) LPA 108833-701000
SUPPLEMENTAL AGREEMENT NO. 1

WHEREAS, WE, Chris Albritton Construction Company, Inc., Contractor, and Arch Insurance Company, Surety, entered into a contract with the City of Hattiesburg, LPA, on the 1st day of October 2024, for the construction of Federal Aid Project No. STP-0210-00(040)LPA/ 108800-701000, Forrest County; and

WHEREAS: This project provides for the construction of the Gordons Creek Commons, construction of sidewalks, drainage improvements, pedestrian bridges, pedestrian tower and lighting; AND

WHEREAS: The Notice to Proceed was set for October 1, 2024, with a contract time of 172 working days; AND

WHEREAS: Notice to Bidders 6001 in the Contract Documents restricted a portion of the site which was the work on the east bank of Gordon's Creek until October 31, 2024 to allow for sheet piling repair to be completed under a separate Contract with the LPA; AND

WHEREAS: Construction of the sheet piling notice to proceed was delayed with work not being completed by October 31, 2024, as anticipated in Notice to Bidders 6001. The sheet piling work was completed on December 13, 2024. The Bid Documents that the sheet piling contractor was required to use required his work to be performed from the west side of Gordon's Creek which was the majority of the Gordon's Creek Commons Project Site; AND

WHEREAS: The Contractor's critical path and sequencing of operations was adversely affected by the installation of sheet piling repair project since he was not able to work on site; AND

WHEREAS: It was mutually decided that it was in the best interest of all parties that work stop on the Project for the sheet piling work to be completed; AND

WHEREAS: The Contractor resumed work on December 16, 2024; AND

WHEREAS: During excavation for sidewalk, an 8-inch pipe was uncovered coming from a drainage structure in a parking lot adjacent to the project and draining through the project; AND

WHEREAS: An additional pay item for 150 FT of 8-inch Corrugated Polyethylene Pipe (CPP) be added to the contract to properly tie into existing drainage structures to discharge stormwater; AND

WHEREAS: The Engineer has reviewed this request and found it to be acceptable; AND

CITY OF HATTIESBURG
 Project No. STP-0210-00(040) LPA 108833-701000
SUPPLEMENTAL AGREEMENT NO. 1

NOW, THEREFORE, It is mutually agreed and understood that the work will be accomplished under the following added pay items and unit prices (**See Table 1**):

Table 1							
STP-0210-00(40) LPA/108800-701000 Supplemental Agreement No. 1 Summary							
Pay Item	Description	Unit	Original Quantity	Revised Quantity	Increase or Decrease	Unit Price	Price Ext
603-PE003 S/A	8" Corrugated Polyethylene Pipe	LF	0.00	150.00	Quantity Increase	\$65.00	\$9,750.00
608-B001	Concrete Sidewalk, With Reinforcement	CY	1,350.00	1,277.00	Quantity Decrease	\$135.00	-\$9,855.00

WHEREAS: The Contractor has requested 42 working days for schedule impacts due to the sheet piling repair project. The Contractor has requested 2 working days for the additional work on the 8" CPP Pipe.

WHEREAS: The department has considered this request and found it acceptable; AND

NOW, THEREFORE: it is mutually agreed that 44 working days shall be added to the contract.

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

This Supplemental Agreement has been discussed with Chuck Starita, District 6 LPA Engineer, Scott White, District 6 Construction Engineer, Greg Grondin, MDOT Construction Area Engineer, and Mitchell Young, MDOT LPA Division

CITY OF HATTIESBURG
Project No. STP-0210-00(040) LPA 108833-701000
SUPPLEMENTAL AGREEMENT NO. 1

THEREFORE, WE, Chris Albritton Construction Co, Inc., Contractor, and Arch Insurance Company, Surety, hereby agree to said Supplemental Agreement consisting of the above-mentioned items and prices and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this 24 day of September, 2025.

Arch Insurance Company
Surety

Chris Albritton Construction Co, Inc.
Contractor



By: Anden Nitte February 17, 2026
Date

[Signature] February 17, 2026
Date

RECOMMENDED FOR APPROVAL:

Russ Brown 2/17/2026
LPA Project Engineer/Architect Date

Billy Owen, P.E. 02-19-2026
MDOT District Engineer Date

APPROVED:

LPA OFFICIAL Date

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Fielden Mitts

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One hundred and Fifty Million Dollars (150,000,000.00). Any and all bonds, undertakings, recognizances and other surety obligations.

Surety Bond Number: SU 1203566

Principal: Chris Albritton Construction Company, Inc.

Obligee: City of Hattiesburg

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey

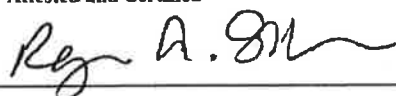
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect.

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED: That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 1st day of February, 2024

Attested and Certified



Regan A. Shulman, Secretary



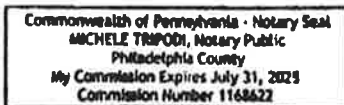
Arch Insurance Company



Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth



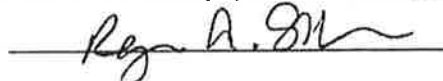


Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated February 1, 2024 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 17th day of February, 2026.



Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance Company Claims Department

Surety Claims

P.O. Box 542033

Omaha, NE 68154

suretyclaims@archinsurance.com

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com. Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.





Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director, Dequandra Johnson
cc: Kermas Eaton, City Clerk
Date: Tuesday, March 3, 2026
Re: Approve Contract Change Order No. 3 with M&P Construction for the Katie-Dabbs Community Center Renovations Project for a contract increase of \$58,197.28; Authorize the Mayor to execute the Change Order in duplicate.
File Number: 2026-135
Minute Book #

Summary

Approve Contract Change Order No. 3 with M&P Construction for the Katie-Dabbs Community Center Renovations Project for a contract increase of \$58,197.28; Authorize the Mayor to execute the Change Order in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 3, 2026 City Council meeting for consideration.



Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Katie Dabbs Community Center
Renovations
1102 Dabbs Street
Hattiesburg, Mississippi 39401
CN 21-3823

CONTRACT INFORMATION:
Contract For: General Construction

Date: March 05, 2025

CHANGE ORDER INFORMATION:
Change Order Number: 003

Date: February 18, 2026

OWNER: *(Name and address)*
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

ARCHITECT: *(Name and address)*
Landry Lewis Germany Architects, P.A.
5211 Old Highway 11
Hattiesburg, Mississippi 39402

CONTRACTOR: *(Name and address)*
M&P Construction
103 Walker Circle
Richland, Mississippi 39218

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

RFP #3 Structural Floor Framing
RFP #7 Womens Restroom Ceiling
RFP #8 Additional Sprinkler Heads
RFP #9 Hardware Credit
RFP #10 New HVAC Units
RFP #11 Gas Piping
RFP #12 PIV Sprinkler Credit
RFP #13 Water Heater 2nd Floor & FS
Misc Foyer 105 required by Architect - framing
Misc Structural Framing delays
Misc \$2,000.00 Allowance - Appliances
Misc \$16,000.00 Allowance - Stained glass
Misc Roof sheathing unit cost \$76.60
Total: \$58,197.28 (see cover letter)

The original Contract Sum was	\$ 1,045,000.00
The net change by previously authorized Change Orders	\$ 3,940.99
The Contract Sum prior to this Change Order was	\$ 1,048,940.99
The Contract Sum will be increased by this Change Order in the amount of	\$ 58,197.28
The new Contract Sum including this Change Order will be	\$ 1,107,138.27

The Contract Time will be increased by One Hundred Fifty-Eight (158) days.
The new date of Substantial Completion will be April 24, 2026

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Signature)*

BY: Shane Germany, AIA, Principal
(Printed name, title, and license number if required)

2-19-26
Date

CONTRACTOR *(Signature)*

BY: Mariela Cancio, President
(Printed name and title)

2/19/2026
Date

OWNER *(Signature)*

BY: Toby Barker, Mayor
(Printed name and title)

Date

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User Notes:

(6995ecaf292db31c38b63207)



February 16, 2026

Ann Jones, Chief Administrative Officer
City of Hattiesburg
200 Forrest Avenue, Hattiesburg, MS 39401

RE: CN# 3823 – Katie Dabbs Community Center
Proposed Change Order #3

Dear Ms. Jones,

Below is a list of outstanding items which require consideration for an official Change Order #3. I have confirmed with various engineers to determine that the pricing is fair and reasonable for their respective work. Attached are full breakdowns of GC pricing and original A/E request details.

For reference, per executed Change Order #2 our current completion date was November 17, 2025.

RFP #	Description	Status	Amount	Days	A/E Review
3	Structural Floor Framing	Proposed CO#3	\$162.26	11	Acceptable
7	Womens Restroom Ceiling	Proposed CO#3	\$7,030.42	11	Acceptable
8	Additional Sprinkler Heads	Proposed CO#3	\$3,950.00	0	Acceptable
9	Hardware Credit	Proposed CO#3	(\$10,000.00)	0	Acceptable
10	New HVAC Units	Proposed CO#3	\$43,074.50	26	Acceptable
11	Gas Piping	Proposed CO#3	\$5,774.10	7	Acceptable
12	PIV Sprinkler Credit	Proposed CO#3	(\$3,759.00)	0	Acceptable
13	Water Heater 2nd Floor & FS	Proposed CO#3	\$8,962.67	0	Pending
Misc	Foyer 105 Req'd by Arch - Framing	Proposed CO#3	\$598.00	3	Acceptable
Misc	Structural Framing Delays	90 Days	\$0.00	90	Acceptable
Misc	\$2,000 Allowance - Appliances	Actual Cost = 2058.98	\$58.98	0	Acceptable
Misc	\$16,000 Allowance - Stained Glass	Actual = 15,741.95	(\$259.05)	0	Acceptable
Misc	Roof Sheathing Unit Cost \$76.60	34 Sheets	\$2,604.40	10	Acceptable
Totals			\$58,197.28	158	
Notice to Proceed Date			3/17/2025		
Days to Complete			210		
Sub Com Date			10/13/2025	158	New Days
Previous CO Days Total			35	4/24/2026	New Date
Previous CO Date			11/17/2025		

As submitted, this proposal will increase the contract amount \$58,197.28 and 158 days thereby extending contract time to April 24, 2026. This includes all known conflicts to date and there are no other Requests for Proposals pending.

Best regards,

Shane Germany, AIA
Principal Architect

RFP #3 - Structural Floor Framing - Sanctuary

						M&L	OHP	Total	Days
1	DEDUCT from SOV Line 3.7 :Concrete @ Assem. Room (footings,forming, rebars) (Mat & Labor)	Job	1.0	\$ (4,890.00)	\$ (3,273.00)	\$ (8,163.00)	\$ -	\$ (8,163.00)	0
2	ADD: Form & Pour a 6" concrete over the existing footing to reach the desired height	SF	117.0	\$ 807.30	\$ 1,053.00	\$ 1,860.30	\$ -	\$ 1,860.30	2
3	ADD: CMU blocks installation over existing furrings full length (leveled and filled w/ Concrete)	LF	114.0	\$ 663.48	\$ 1,368.00	\$ 2,031.48	\$ -	\$ 2,031.48	3
4	ADD: Additional Material & Labor Cost to Install 2x10 Floor Wood Joist instead of 2x8 as initially requested	Job	1.0	\$ 795.33	\$ 300.00	\$ 1,095.33	\$ -	\$ 1,095.33	0
5	ADD: New Crawl Access Door Installation (CENDREX 24x24)	Ea	1.0	\$ 1,252.85	\$ 150.00	\$ 1,402.85	\$ -	\$ 1,402.85	1
6	ADD: New Vapor Barrier Installation over Crawl Space	SF	1150.0	\$ 575.00	\$ 1,092.50	\$ 1,667.50	\$ -	\$ 1,667.50	2

Additional Misc. Column Reinforcement in Fellowship Hall per Architect Directive

9	ADD: Install (1) 4"x 4" Support column in Fellowship area, wraps it with 1" x 6" board and paint.	Job	1.0	\$ 67.80	\$ 200.00	\$ 267.80	\$ -	\$ 267.80	3
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**\$162.26 Total Cost - Additional
& 11 Days - Additional**



June 28, 2025

Mariela - The GC Markup on this would be \$131.06 (not shown here)

Attn: Mariela Cancio
M & P Construction
100 Walker Cr
Richland, MS 39218

Material \$395.22
Labor \$1,986.75
Subtotal \$2,381.97

Re: Katie Dabbs Community Center Renovations

OP @10% \$238.20

Subject: Electrical Proposal For RFP-07 Womens Restroom & Foyer

Total \$2,620.17

Mariela,

LaFollette Electric LLC (LELLC) is pleased to present our proposal for the additional work referenced above. Our proposed cost to perform this work is ~~Four Thousand Two Hundred Eighty-Five Dollars & 84/100 (\$4285.84)~~ Breakdown is as follows with the scope below.

LELLC proposes to furnish materials, labor, and equipment necessary for the changes in the lighting installation, we are requesting an addition of 14 working days to the project schedule.

The work includes:

- Eliminate (4) 2x2 Lighting Fixtures and (1) 2X4 Lighting Fixture
- Provide and install (1) 2-Head Emergency light fixture
- Provide and install 7 Recessed can-less lighting Fixtures and (1) Porcelain keyless fixture w/ 22w LED Lamp
- Provide onsite oversight & management to include coordination, quality control, safety management, scheduling, and coordination, for the project.
- Certified Payrolls, As-builts and warranty

The Work Excludes:

- All cutting, patching, painting, fire caulking, and Division 1 general trades work is excluded and being performed by others.
- We have excluded all costs associated with the identification, testing, removal and/or disposal of any Hazardous Materials discovered onsite
- All Concrete, structural, framing, blocking, and/or steel work is excluded and performed by others. Access panels if needed are provided by others
- All work to be performed during normal hours

144 Espy Ave. Pass Christian, MS 39571 • O (228-224-6020) • M (860) 397-1778

MS LICENSE # 25396-MC • CT LICENSE # E1-125736

2025-06-25

M&P Construction
103 Walker Circle
Richland, Mississippi 39218
Attn: Mariela Cancio, President

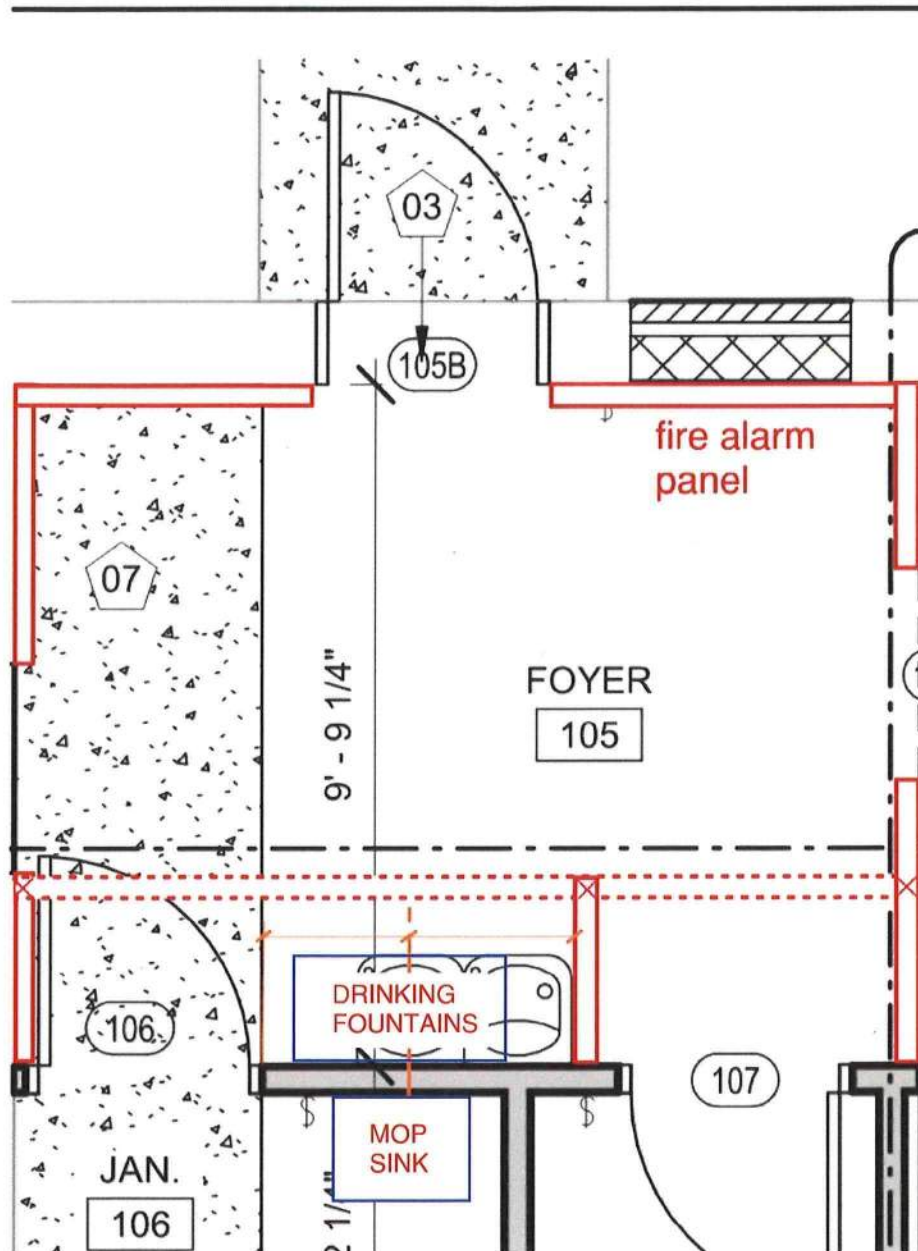
Re: Request for Proposal #7 – Womens Restroom Ceiling
CN 21-3823 - Katie Dabbs Community Center Renovations
1102 Dabbs Street, Hattiesburg, Mississippi 39401

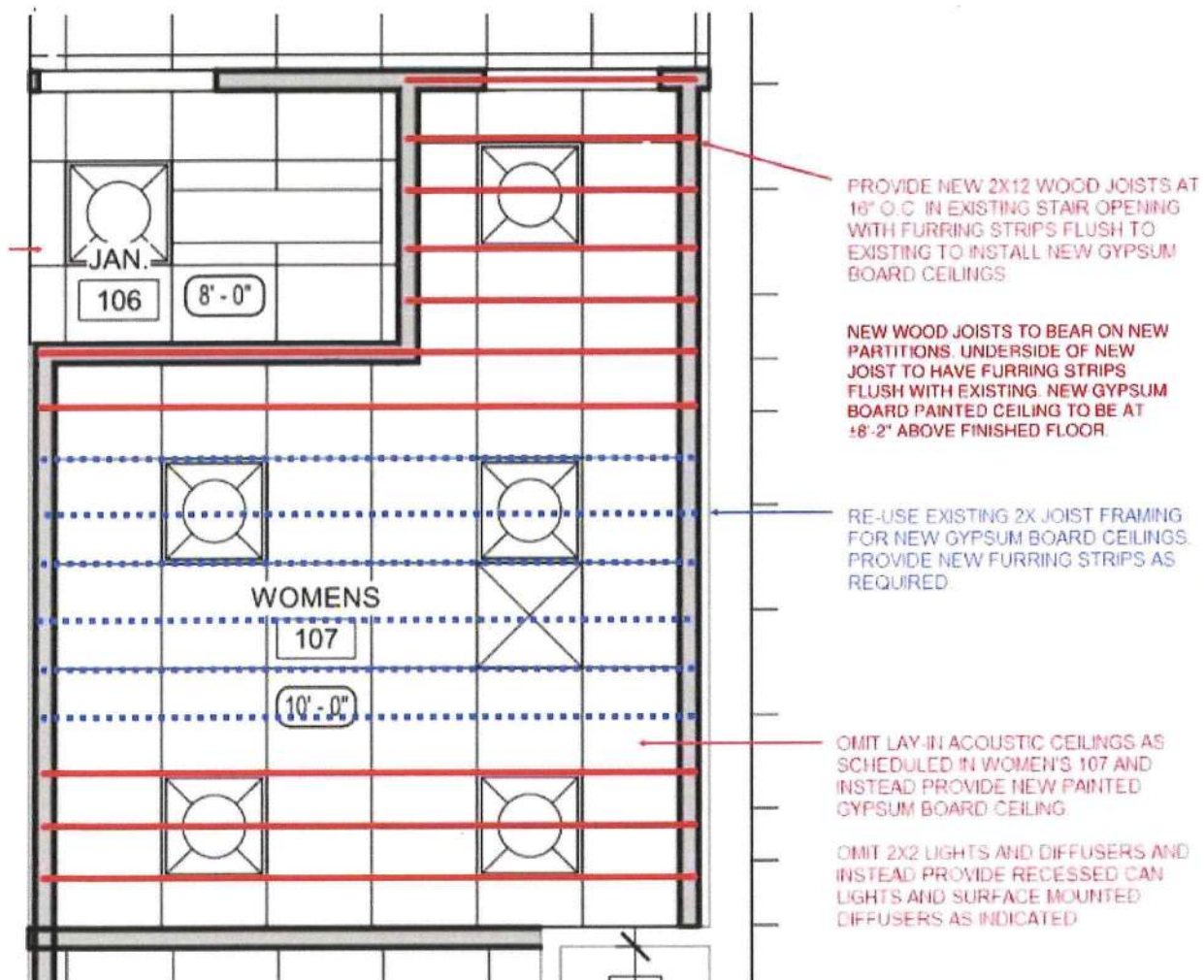
In consideration of the following unforeseen conditions regarding the above referenced project, please provide a proposal for pricing to modify the contract time and cost as required for potential Change Order. See attached photos and diagrams for reference.

In consultation with the structural engineer we have been advised to leave the existing attic floor framing in place as it currently exists. This will require the following changes to the scope of work;

1. Existing gypsum board ceilings at the underside of the existing attic floor framing and soffit shall be removed in its entirety. Any damaged furring shall be replaced as required.
2. Women's 107 –
 - 2.1. Omit lay-in ceilings in their entirety. Install new gypsum board ceilings on furring strips at the underside of existing joist framing to remain in Women's 107 in lieu of scheduled acoustical lay-in tile ceilings.
 - 2.2. Where existing joist framing does not exist at current stair opening, install new 2x10 wood joists at 12" O.C. bearing on new wall partitions. Underside of new joists and furring shall be flush with existing to remain.
 - 2.3. Provide 6" recessed can LED lights in lieu of 2x2 grid mounted fixture "B". See attached fixture cut-sheet.
 - 2.4. Provide emergency power light fixture, wall mounted as indicated.
 - 2.5. Provide HVAC diffusers equal to Titus 250-AA-AG-15, 8"x6" neck; 10"x8" face; surface mounted w/opposed blade damper at neck in lieu of scheduled diffusers.
3. Foyer 105 –
 - 3.1. Provide 2x4 furring around perimeter of the room and a dividing partition adjacent to the drinking fountains as shown, extend to 12" above ceiling. See attached sketch.
 - 3.2. Provide wood beam, consisting of ½" plywood sandwiched between 2x12s, installed tight to the underside of an existing joist above as indicated in the dashed lines on the attached sketch. Provide a post consisting of (3) 2x4's at each location marked 'X' and secure the beam to the post with metal straps.
 - 3.3. Adjust lights, diffusers, and ceilings as required.
 - 3.4. Fire alarm panel, wiring, and receptacles shall be recessed in the furring walls.

Please contact our office with any questions or clarifications.





Order Information

SAMPLE ORDER NUMBER: HLB6099FS1EMWR

Models	Lumens	CRI / CCT	Driver	Finish	Packaging
HLB6 = 6-inch LED lens downlight with remote driver / junction box	09 = 900 lumens (nominal)	930 = 90 CRI minimum, 3000K CCT 940 = 90 CRI minimum, 4000K CCT 9FS = 90 CRI minimum, field selectable 2700K, 3000K, 3500K, 4000K or 5000K CCT	1E = 120V 60Hz, LE & TE phase cut 5% dimming E010 = 120-277V, 0-10V 5% dimming ⁽¹⁾	MW = matte white flange	R = recyclable 4-color unit carton suitable for point of purchase merchandising display
Notes	Notes	Notes	Notes	Notes	Notes
			(1) E010 driver's only available in FS color temperature.		

Accessories

Accessories	
HL6RSMF = 5" round and square mounting frame HLB6R0TMW = 6" round oversized trim, 6.8" ID, 8.86" OD, matte white Designer Trims HLB6RTRMMW = 6" round decorative overlay, matte white HLB6RTRMMB = 6" round decorative overlay, matte black HLB6RTRMSN = 6" round decorative overlay, satin nickel HLB6RTRMTBZ = 6" round decorative overlay, tuscan bronze	Extension Cable Dedicated Driver/Jbox HLB06EC = 6 ft. extension cable HLB12EC = 12 ft. extension cable HLB20EC = 20 ft. extension cable Extension Cable Selectable Driver/Jbox HLB06FSEC = 6 ft. extension cable HLB12FSEC = 12 ft. extension cable HLB20FSEC = 20 ft. extension cable



Product Specifications

Housing

- Die-cast aluminum mounting frame with integral flange provides passive thermal cooling
- Achieves L70 at 50,000 hours in IC and non-IC applications
- High impact diffuse lens provides shielding to the light guide minimizing pixilation

Gasket

- Closed cell gasket achieves restrictive airflow and wet location listing without additional gaskets or caulking

Optics

- Precision acrylic light guide organizes source flux into wide distribution with 1.4 spacing criteria, useful for general area illumination

LED Array

- Plurality of mid power LED's provides a uniform source with high efficiency and long life
- 90 CRI minimum; R9 greater than 50 provides high color rendering
- Fixed 3000K and 4000K CCT color temperatures; color accuracy within 3 SDCM
- Optional field selectable color temperature, select 2700K, 3000K, 3500K, 4000K or 5000K CCT; color accuracy within 4 SDCM
- Meets ENERGY STAR® color angular uniformity requirements; Deviation is less than 0.006 u' v'

Remote Driver/Junction Box

- Pre-galvanized steel driver/junction box with captive hinged junction box cover
- Listed for six #12 AWG 90° C splice conductors: two in, two out plus two ground
- Two 1/2" conduit pry-outs
- Two Slide-N-Side™ non-metallic (NM) wire traps allows wiring outside the box
- Accepts NM cable types: 14-2, 14-3, 12-2, 12-3 (U.S.) and 14-2, 14-3, 12-2 (Canadian)
- Three 4-port push wire nuts with clear caps for quick and reliable mains voltage connections
- Integral mounting holes facilitate direct mounting to building structure or mounting frame

Driver

- Available in 120V or 120-277V, providing noise free operation
- Continuous flicker-free dimming down to 5% with select dimmers
- Plenum rated inline electrical quick connect provides low voltage connection to fixture fitting, CMP/FT6 rated

Installation

- Can be installed in 1/2" to 1-1/4" thick ceilings
- Cutout utilizes standard round hole saw sizes; cutout template provided
- Heat treated springs hold fixture fitting securely in the ceiling eliminating light leak
- Housing is less than 1/2" thick and can span a 2" nominal framing member
- Can be removed from below the ceiling for service or replacement

Optical Mounting Frame

- Pre-galvanized steel mounting frame locates fixture fittings during electrical rough-in and provides cutout guidance for drywall contractor
- Provides attachment of remote driver/junction box

Compliance

- cULus Certified type IC suitable for direct contact with air permeable insulation
- Not recommended for use in direct contact with spray foam insulation (reference NEMA LSD57-2013)
- Wet location listed and IP44 ingress protection
- Airtight per ASTM-E283-04
- Suitable for use in clothes closets when installed in accordance with the NEC 410.16 spacing requirements
- EMI/RFI emissions per FCC 47CFR Part 15 consumer limits
- Contains no mercury or lead and RoHS compliant
- Photometric testing in accordance with IES LM-79-08
- Lumen maintenance projections in accordance with IES LM-80-08 and TM-21-11
- State of California Title 24 high efficacy
- LED compliance under JA8, reference Modernized Appliance Efficiency Database System (MAEDBS) for 2016 JA8 High Efficacy Lighting
- ENERGY STAR® certified (reference "Certified Light Fixtures" database)

Warranty

- Five year limited warranty, consult website for details. www.cooperlighting.com/warranty

RFP #10 - NEW HVAC

						M&L	OHP	Total	Days
17	ADD: Furnish and Install New HVAC Units (2) 5 Tons & (2) 4 Tons Units ** (SEE ATTACHMENT #4)	Job	1.0	\$ -	\$ -	\$ 38,000.00	\$ 1,900.00	\$ 39,900.00	21
	ADD: Form, reinforce and pour concrete base for condenser units (4)	Job	1.0	\$ 662.00	\$ 1,000.00	\$ 1,662.00	\$ -	\$ 1,662.00	2

ADD: New double 6 panel doors, plenum framing & drywall
repairs as required to extract & replace units in Kitchen:

\$1375.00

\$137.50

\$1512.50

3

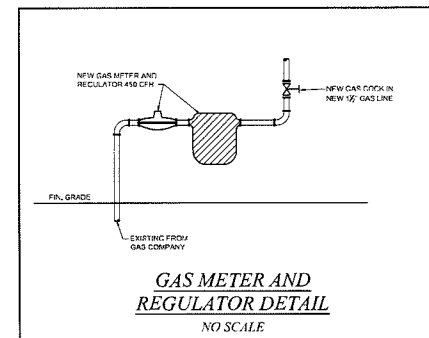
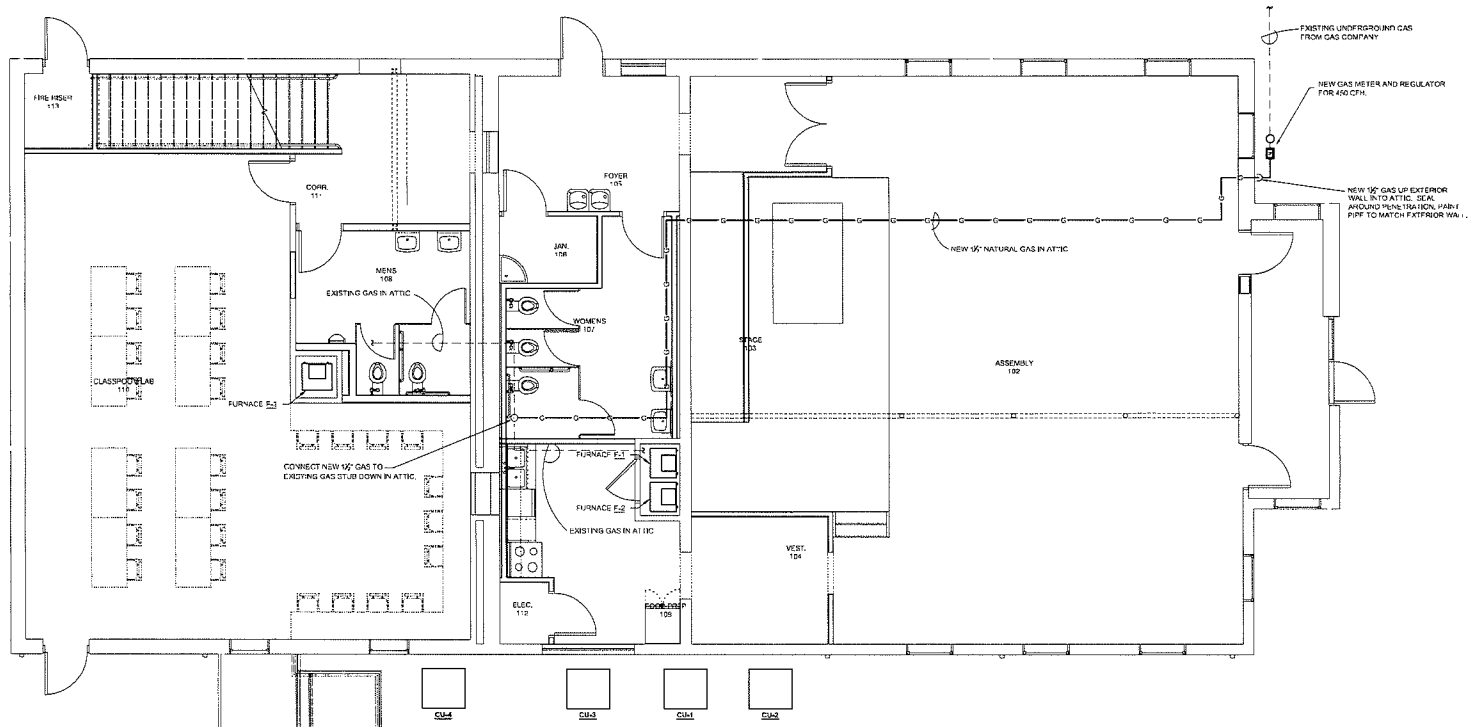
\$43,074.50 Total Cost - Additional
& 26 Days - Additional

RFP #11 - NEW Gas Line

						M&L	OHP	Total	Days
15	ADD: Run a gas line from meter through 2nd floor and reconnect existing	Job	1.0	\$ 1,970.00	\$ 2,872.00	\$ 4,842.00	\$ 242.10	\$ 5,084.10	7

Electrical bonding grounding of gas line: \$600.00 \$60.00 \$660.00

\$5,774.10 Total Cost - Additional
& 7 Days - Additional



First Floor - Gas Piping
1/4" = 1'-0"

DRAWN I.P.W. CHECKED I.P.W. FINAL DATE	 LANDRY LEWIS GERNANY ARCHITECTS, P.A. 301 OLD HIGHWAY 11, HATTIESBURG, MS 39402 CREATING LANDMARK SINCE 1989	SHEET TITLE FIRST FLOOR PLAN - GAS PIPING	PROJECT KATIE DABBS COMMUNITY CENTER RENOVATIONS CITY OF HATTIESBURG HATTIESBURG, MISSISSIPPI	 6/10/2024 CN 21-3R23 SHEET NUMBER
P1.1R1				

December 19, 2025

M&P Construction
103 Walker Circle
Richland, Mississippi 39218

Attn: Mariela Cancio, President

Re: Request for Proposal #12 – Post Indicator Valve - Delete
CN 21-3823 - Katie Dabbs Community Center Renovations
1102 Dabbs Street, Hattiesburg, Mississippi 39401

Please provide pricing for the following proposed changes to the scope of work. It is anticipated that the changes described here-in shall result in a credit to the contract amount. Please provide adequate breakdown of labor, materials, and other considerations as necessary. Refer to as bid documents and addenda for contracted scope of work.

1. As agreed upon by the engineer and the fire marshal for the City of Hattiesburg, the post indicator valve is no longer required. Please provide pricing to remove the post indicator valve and all associated fixtures and accessories, including fire alarm wiring and tamper switch. Coordinate among the trades as required.
2. No drawings will be issued to address this change. IF approved, changes to the FP and Electrical systems must be marked clearly on the as-built drawings FP, Site, and Electrical drawings as required.

Please contact our office with any questions or clarifications.

Regards,

Shane Germany, AIA
Principal Architect

From: Eric Bean <eric@southernfiresprinkler.com>

Sent: Friday, December 19, 2025 9:13 AM

To: Mariela Cancio <mcancio@mpconstructionms.com>

Cc: Shane Germany <shane@llgarch.com>; Don Roseberry <don@southernfiresprinkler.com>; Scotty Hartfield <scotty@southernfiresprinkler.com>; Cory Long <cory@southernfiresprinkler.com>; Whitaker, Shawn <swhitaker@hattiesburgms.com>

Subject: Katie Dabbs Underground

Mariela,

Per our original proposal, our work begins at the flange from underground / supply 12" above the finished floor. All underground work is by others, not Southern Fire. You'll need to hire an underground contractor / commercial plumber to install the underground supply from the city fire main. Shawn (City of Hattiesburg Fire Marshall) has agreed to allow for the omission of the PIV indicated on the underground in the drawings. I'll give you a call in a bit to make sure we are all on the same page.



Eric H Bean

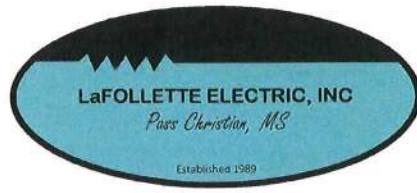
Estimator/Project Manager

SOUTHERN FIRE

Phone: 601-264-9729 | **Mobile:** 601.447.6967

77 Richburg Road, Purvis, MS 39475

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February 9, 2026

Attn: Mariela Cancio
M & P Construction
100 Walker Cr
Richland, MS 39218

Re: Katie Dabbs Community Center Renovations

Subject: Electrical Proposal For RFP-13 2nd Floor Water Heater and additional Fire Alarm

Mariela,

LaFollette Electric Inc (LEI) a Woman **Owned Small Business** located in Pass Christian, Mississippi is pleased to present our proposal for the above referenced project. Our proposed cost to perform this work is **Seven Thousand Five Hundred Ninety-Five Dollars & 56/100 (\$7595.56)** Breakdown is as follows with the scope below.

LELLC proposes to furnish materials, labor, and equipment necessary for the changes in the Fire Alarm system required by the City of Hattiesburg Fire Marshal and electrical connection to a new Electrical Hot Water heater as shown on the RFP Plans.

The work includes:

- Removal of the receptacle shown for the cord and plug connection to the sprinkler system air compressor, and installation of a hard-wired connection.
- Additional monitoring module supervised tamper switch connections.
- Furnishing and installing a weather proof horn strobe for loss of pressure monitoring in lieu of the water powered motor gong called for on the drawings and in the specifications.
- Provide onsite oversight & management to include coordination, subcontractor management, quality control, EM385-1-1 USACE Certified Site Safety management, management, scheduling, and coordination, for the project.
- Certified Payrolls, As-builts and warranty

The Work Excludes:

- All cutting, patching, painting, fire caulking, and Division 1 general trades work is excluded and being performed by others.
- We have excluded all costs associated with the identification, testing, removal and/or

144 Espy Ave. Pass Christian, MS 39571 • O (228-224-6020) • M (860) 397-1778
MS LICENSE # 25396-MC • CT LICENSE # E1-125736

LAFOLLETTE ELECTRIC, LLC						
Solicitation Number:		RFP 13			Bid Date:	February 10, 2025
Project Number:		21-3823			Bid Time:	N/A
Bid Number:		KATIE DABBS RFPS				
Project Location:		HATTIESBURG, MS				
Project Description:		KATIE DABBS 2nd Floor Water Heater & Fire Alarm Adds per Fire Marshal				
	DESCRIPTION	TOTAL MATERIAL	TOTAL LABOR	TOTAL EQUIPMENT	TOTAL SUBS	TOTAL RAW
DIV.1	DIRECT COSTS ADDED BY THIS RFP	250.00	0.00	0.00	0.00	250.00
DIV.16	ELECTRICAL	3,270.14	3,056.10	0.00	0.00	6,326.24
RAW TOTALS		3,520.14	3,056.10	0.00	0.00	6,576.24
BURDEN %			0.00%			0.00
BURDEN \$			0.00			0.00
SUBTOTAL W/BURDEN		3,520.14	3,056.10	0.00	0.00	6,576.24
OVERHEAD %		10.00%	10.00%	10.00%	10.00%	
OVERHEAD \$		352.01	305.61	0.00	0.00	657.62
SUBTOTAL		3,872.15	3,361.71	0.00	0.00	7,233.86
PROFIT %		5.00%	5.00%	5.00%	5.00%	
PROFIT \$		193.61	168.09	0.00	0.00	361.69
SUBTOTAL W/OH&P		4,065.76	3,529.80	0.00	0.00	7,595.56
STATE TAX % (ON RAW TOTALS)						
STATE TAX \$ (ON RAW TOTALS)						
TOTALS		4,065.76	3,529.80	0.00	0.00	7,595.56
					MS SALES TAX %	0.00%
					SALE TAX \$	0.00
					SUBTOTAL	7,595.56
					GRAND TOTAL	\$7,595.56

Reviewed / Approved _____

Subcontractor OHP @10% per Supplemental Conditions

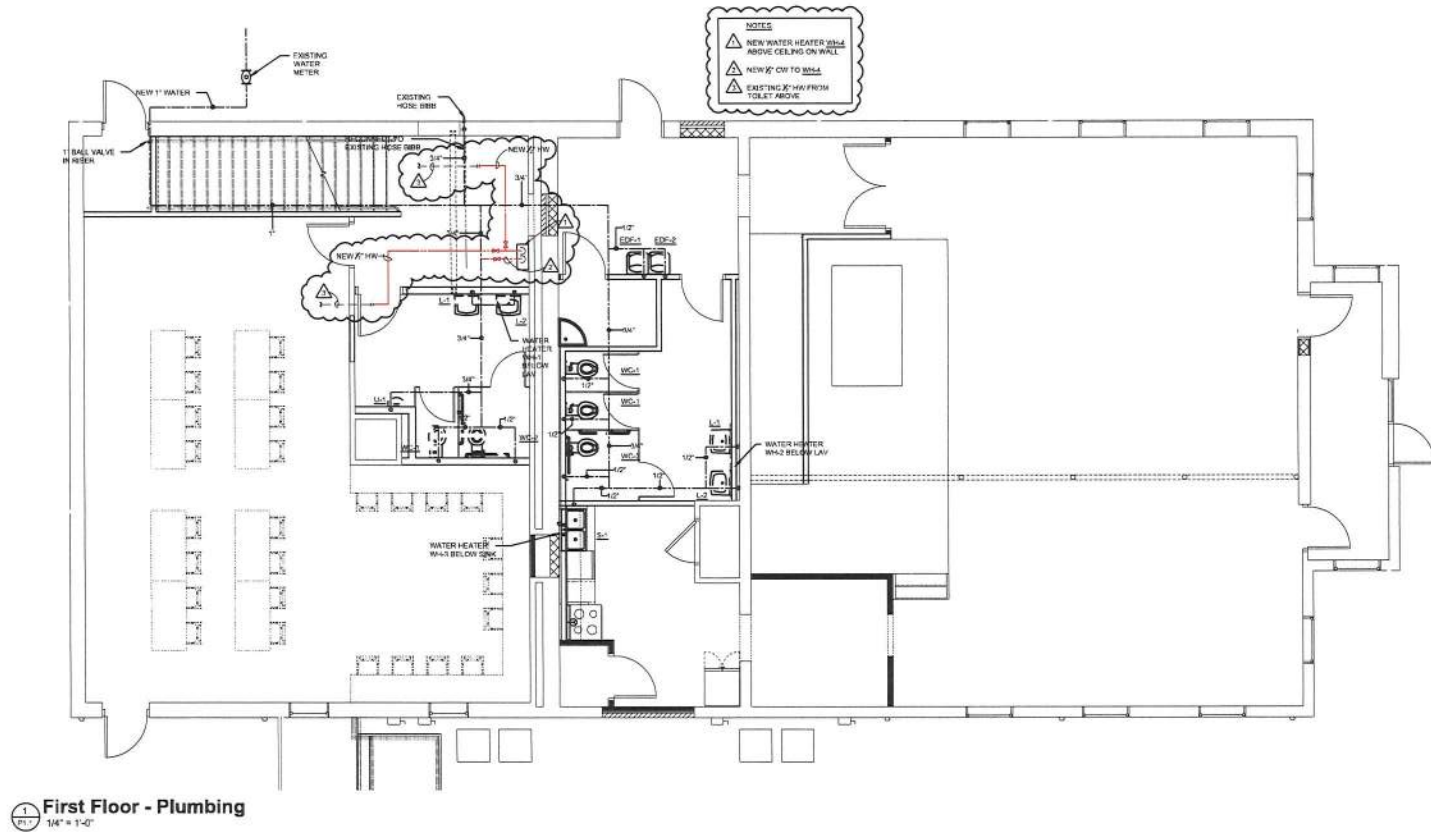
\$657.62

\$7,233.86

RFP-013 TAKE OFF

#	Qty	UOM	Category	Size	Item Desc	MATERIALS COST		MATERIALS		LABOR	
						Unit Cost	Extension	Unit Cost	Extension	Lbr Unit	Lbr Ext
1	2	EACH	BOXES	4" BOX	2-1/8D 1/2 & 3/4 KO	4.76	9.52	5.08	10.16	0.120	0.24
2	1	EACH	BOXES	MFR	HORN STROBE BACK BOX	23.50	23.50	29.38	29.38	0.650	0.65
3	2	EACH	BOXES	4 SQ	4 SQ BLANK COVER		-	0.91	1.82	0.030	0.06
4	20	FEET	CONDUIT	3/4"	EMT	1.16	23.20	1.45	29.00	0.030	0.60
5	1	EACH	DEMOLITION	EA	REMOVE EX 20A RECP		-	-	-	0.150	0.15
6	1	EACH	SAFETY SWITCH	60A	GD 3PNF 240V NEMA 1	65.00	65.00	81.25	81.25	3.000	3.00
7	6	EACH	ELBOWS	3/4"	EMT FIELD BENDS	2.50	15.00	3.13	18.75	0.220	1.32
8	1	EACH	EQUIPMENT POWER CONNECTION	EA	PUMP MOTOR CONNECTION	1.45	1.45	1.81	1.81	0.250	0.25
9	1	EACH	EQUIPMENT POWER CONNECTION	EA	STIBEL 10-2 TANKLESS WATER HEATER	2.65	2.65	3.31	3.31	1.000	1.00
10	3	EACH	FIRE ALARM	EA	TAMPER SWITCH CONNECTION	1.35	4.05	1.69	5.06	0.000	0.00
11	1	EACH	FIRE ALARM	EA	HORN STROBE - WP	136.46	136.46	170.58	170.58	0.000	0.00
12	3	EACH	FIRE ALARM	EA	MONITOR MODULE	127.00	381.00	158.75	476.25	0.000	0.00
13	4	EACH	FITTINGS	3/4"	EMT STEEL SS CONN	1.25	5.00	1.56	6.25	0.100	0.40
14	3	EACH	FITTINGS	3/4"	EMT STEEL SS COUP	1.35	4.05	1.69	5.06	0.060	0.18
15	1	EACH	FITTINGS	1/2"	X CLOSE NIPPLE	0.85	0.85	1.06	1.06	0.250	0.25
16	1	EACH	FITTINGS	1/2"	LOCKNUT	0.09	0.09	0.11	0.11	0.025	0.03
17	4	EACH	FLEX & FITTINGS	3/4"	FLEX STR. CONN	1.57	6.28	1.96	7.85	0.140	0.56
18	8	EACH	FLEX & FITTINGS	3/8"	FLEX STR. CONN	1.20	9.60	1.50	12.00	0.140	1.12
19	1	EACH	FLEXIBLE CONDUIT & FITTINGS	1/2"	LIQUIDTITE ANGLE CON	2.96	2.96	3.70	3.70	0.120	0.12
20	24	FEET	FLEXIBLE CONDUIT & FITTINGS	3/8"	FLEX CONDUIT	0.75	18.00	0.94	22.50	0.120	2.88
21	10	FEET	FLEXIBLE CONDUIT & FITTINGS	3/4"	FLEX CONDUIT	1.30	13.00	1.63	16.25	0.050	0.50
22	6	FEET	FLEXIBLE CONDUIT & FITTINGS	1/2"	LIQUIDTITE CONDUIT	3.96	23.76	4.95	29.70	0.020	0.12
23	1	EACH	FLEXIBLE CONDUIT & FITTINGS	1/2"	LIQUIDTITE STR CONN	2.76	2.76	3.45	3.45	0.100	0.10
24	5	EACH	HANGERS & HARDWARE	3/4"	EMT 1 HOLE STRAP	0.13	0.65	0.16	0.81	0.040	0.20
25	1	EACH	PANELBOARDS-BKRS-METERING ENCI	60/2	CIRCUIT BREAKER (EATON QBHW2060)	120.00	120.00	150.00	150.00	0.720	0.72
26	210	FEET	WIRE	6	THHN STR CU	0.90	189.00	1.13	236.25	0.016	3.26
27	10	FEET	WIRE	#6-3/C	MC 90 D THH	4.51	45.10	5.64	56.38	0.070	0.70
28	105	FEET	WIRE	10	THHN STR CU	0.38	39.90	0.48	49.88	0.010	1.05
29	132	FEET	WIRE	12	THHN STR CU	0.26	34.32	0.33	42.90	0.007	0.92
30	1	LOT	FIRE ALARM SUBCONTRACTOR	LS	ADDITIONAL LABOR, TESTING & INSTALLATION	1,390.00	1,390.00	1,737.50	1,737.50	-	0.00
GRAND TOTAL									3,209.02		20.37

WATER HEATERS									
MARK	FURN.	STORAGE GALLOWS	RECOVERY @ 180° F	INPUT BHP	E.F.C. DATA			FLUE	MANUFACTURER AND MODEL
					SERVICE	BLOWER H.P.	K.W.		
WH-4	ELEC	--	--	--	240v/1 ph	--	3.4000	--	STRIEGL ELTRON DHC-10-2
REMARKS									
--									



DRAWN
J.P.W.
CHECKED
J.D.G.
DATE
06.10.2024
REVISION SCHEDULE
REV#1
REV DATE
06.10.2024
REV DESCRIPTION
RELOCATED

LANDRY
LEVEN
GERMANY
ARCHITECTS, P.A.
SUSTAINABLE COMMUNITIES
CREATING LANDMARK SINCE 1998

SHEET TITLE
First Floor Plan - Plumbing

PROJECT
KATIE DABBS COMMUNITY CENTER
RENOVATIONS
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

8 / 10 / 2024
CN 21-3823
SHEET NUMBER
P1.1

12.5 Note

Electrical work and interior wood framing continues.

Discussed with the Contractor various items with the wood framing along with further modifications and support framing being required at various unforeseen conditions with the existing structure. The Contractor was directed to make minor modifications to the framing to accommodate existing conditions. Several of the modifications will result in unexpected furred conditions at added posts and along exterior furred walls.

Framing which has been compromised by the plumbing routing will need to be addressed or reinforced with additional studs or blocking as required, included at non-load bearing partitions.

Electrical and Plumbing inspections are being performed under separate inspections by the engineers of records.



Disclaimer

Site visits and field observations are subject to the limitations set forth in the AIA Contract documents and do not imply approval or acceptance of work performed. The Architect reserves the right to revise, retract, re-issue or otherwise modify this report at its discretion.

Above excerpt from Field Report dated July 11 2025

Architect Change Directive requiring additional framing over an unsupported attic space above Foyer 105.

LOWE'S PRO

Appliances

Quote # 233293302

Created on Jan 16, 2026

Quote valid until Jan 24, 2026, 11:59 p.m.*

Business Name **M And P Construction Inc**Customer Contact **Mariela Cancio**

mcancio@mpconstructionms.com

(601) 421-3568

Lowe's Contact **Byrondarius A**

Lowe's Store # 2553, Flowood, MS

Store Phone (601) 992-8475

	Item	Fulfillment Type	Unit Price	Qty	Item Total
1.	 Whirlpool 1.7-cu ft Over-the-Range Microwave (Fingerprint Resistant... Item #: 878060 Model #: WMH31017HZ	TRUCK	\$249.00	1	\$249.00
2.	 Frigidaire 24-in Top Control Built-in Dishwasher (Fingerprint Resistant... Item #: 5279141 Model #: FDPH431LAF	TRUCK	\$429.00	1	\$429.00
3.	 Whirlpool 30-in Glass Top 5 burners 5.3-cu ft Freestanding Electric Range (... Item #: 5686233 Model #: WFES3330RZ	TRUCK	\$649.00	1	\$649.00
4.	 Whirlpool Flexible Storage Bin 17.6-cu ft Standard-Depth 28-in Wide Top-Freezer... Item #: 773091 Model #: WRT518SZFM	TRUCK	\$679.00	1	\$679.00
5.	 Utilitech Range Cord 6-ft 50 -Amp 4 - Prong Black Range Appliance Power... Item #: 118694 Model #: RD628206	PICKUP Flowood Lowe's	\$52.98	1	\$52.98

Item Subtotal	\$3,068.98
Estimated Quote Savings	-\$1,010.00
Delivery Fees & Taxes	Calculated in Checkout
Estimated Total	\$2,058.98

*The prices quoted are valid until 11:59 p.m. on the date shown above, subject to the following exclusions, conditions, and exceptions.

Delivery fees will be added at time of purchase where applicable.

Misc Structural Framing Delays, Beam & Stairs

M&L

OHP

Total

Days

--									-
13	Structural Beam Reinforcement (DAYS ONLY)	Job	1.0	\$ -	\$ -	\$ -	\$ -	\$ -	90

\$0.00 Total Cost - Additional
90 Days - Additional



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones
cc:
Date: Tuesday, March 3, 2026
Re: Approve Agreement between the City of Hattiesburg and the Methodist Hour of Mississippi, Inc., to provide services and programs related to impacts caused by the national opiate epidemic and authorize the Mayor to execute the same.
File Number: 2026-137
Minute Book #

Summary

Approve Agreement between the City of Hattiesburg and the Methodist Hour of Mississippi, Inc., to provide services and programs related to impacts caused by the national opiate epidemic and authorize the Mayor to execute the same.

Recommendation Statement

I recommend that this agreement be approved.

Please place this on the March 3, 2026 City Council meeting for consideration.

Exhibit E
List of Opioid Remediation Uses

Schedule A
Core Strategies

Settling States and Exhibit G Participants may choose from among the abatement strategies listed in Schedule B. However, priority may be given to the following core abatement strategies (“*Core Strategies*”).¹

A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. PREGNANT & POSTPARTUM WOMEN

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. TREATMENT FOR INCARCERATED POPULATION

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. PREVENTION PROGRAMS

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. EXPANDING SYRINGE SERVICE PROGRAMS

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE

Schedule B

Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:²

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“MAT”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

² As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a *DATA 2000* waiver.
13. Disseminate web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who ~~are involved in, are at risk of becoming involved in, or are transitioning out of the~~ criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARF*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTP”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:
 1. Increase the number of prescribers using PDMPs;
 2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).

7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and

to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

Memorandum of Agreement
Between
The Methodist Hour of Mississippi, Inc. (The Hour)
And
City of Hattiesburg, Mississippi (City)

WHEREAS, The Methodist Hour of Mississippi, Inc. (“The Hour”), a Mississippi non-profit corporation in good standing with the Mississippi Secretary of State, with the mission to remove small financial obstacles to opioid recovery and to create opportunities to increase the chances of long-term recovery in and around Hattiesburg, MS; and

WHEREAS, The City of Hattiesburg (“The City”), a Mississippi municipal corporation, with a community that has been harmed by the actions and nonfeasance committed by opioid drug and pharmaceutical supply chain participants; and

WHEREAS, The City entered into a memorandum of understanding with the State of Mississippi in 2022 to receive Opioid Settlement Funds; and

WHEREAS, The Hour is a local group advocating for those seeking recovery from substance use. The mission is to remove small financial obstacles to recovery and to create opportunities to increase the chances of long-term recovery; and

WHEREAS, City wishes to collaborate with **The Hour** and contract services proposed in the plan to **The Hour**,

THEREFORE BE IT RESOLVED, that the following agreement be made:

Services

The Hour agrees to provide the following:

- Create and fund sober living assistance grants to provide move-in deposits and first weeks rent to sober living environments.
- Create and fund programs to provide assistance to local treatment centers to be used to assist with inpatient medical and treatment needs not covered by insurance or family and assist with obtaining ID cards or license reinstatement fees necessary for employment.
- Create and fund recovery focused programs for outdoor physical activity, programs directed to reintroduce those in recovery to sober living, and programs to support local families who have lost loved ones to overdose and residents seeking recovery from substance use.
- Create and fund overdose reversal programs through education, awareness and distribution of overdose reversal medication such as Naloxone.
- Applications for funding for eligible expenses shall be reviewed and approved by the Advisory Board of Road to Recovery which consists of representatives from Mississippi

Bureau of Narcotics, Directors of local inpatient rehabilitation centers, the director of DREAM, Forrest Perry County Drug Court representative, professor of Addition Science, long-term recovery representative, and City of Hattiesburg Opioid Task Force representative. The Hour will review all applications and confirm eligibility for funding.

- Provide annual expenditure report to the City of Hattiesburg documenting how funds have been used to address the impact that was caused by the national opiate epidemic.

City agrees to provide the following:

- Receive allocated National Opioid Settlement funding through the National Settlement Agreement.
- Allocate funding from the National Opioid Settlement Agreement to be used in accordance with approved uses as well as the core strategies listed in Exhibit E of the settlement and is attached to this agreement as Exhibit A.
- Provide funding in the amount of \$35,000.00 to The Methodist Hour of Mississippi, Inc., to provides services as outlined in this agreement and approved services allowed through the National Settlement Agreements that can be found at www.nationalopioidsettlement.com .

Term

The term of this agreement shall be for the period of three (3) years beginning March 3, 2026, through March 2, 2029. It is understood and agreed that the parties hereto may revise or modify this agreement by written amendment whenever the same shall be agreed upon by both parties.

Confidentiality

The Parties (and their directors, officers, employees, agents, and contractors) shall maintain the privacy and confidentiality of all information regarding the personal facts and circumstances of their patients in accordance with all applicable federal and state laws and regulations (including, but not limited to, the Health Insurance Portability and Accountability Act and its implementing regulations set forth at 45 C.F.R. Part 160 and Part 164). The Parties (and their directors, officers, employees, agents, and contractors) shall not use or disclose patient information, other than as permitted or required by this Compact for the proper performance of its duties and responsibilities hereunder. The Parties shall use appropriate safeguards to prevent use or disclosure of patient information, other than as provided for under this Compact.

Independent Contractor

It is the responsibility of the contracting organization, to function within the policies, performance standards and procedures of City of Hattiesburg and abide by the relevant regulations, standards and procedures, and provision of care of patients.

Mayor Toby Barker
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403


Ritchie Carter
The Methodist Hour of Mississippi, Inc
P.O. Box 1363
Clinton, MS 39060


Ex Director



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones
cc: Ann Jones
Date: Tuesday, March 3, 2026
Re: Approve Letter of Engagement with Landry Kitchens Germany Architects, P.A. (LKG), to provide architectural concept design services for tennis facilities, and authorize the Mayor to execute the same.
File Number: 2026-140
Minute Book #

Summary

Engage Landry Kitchens Germany Architects, P.A. (LKG), to provide architectural concept design services for tennis facilities, and authorize the Mayor to execute the same.

Recommendation Statement

I recommend this item for approval.

Please place this on the March 3, 2026 City Council meeting for consideration.



Feb 13, 2026

Toby Barker, Mayor, City of Hattiesburg
200 Forrest St, Hattiesburg, MS 39401

RE: CN# 4220 Tatum Park Tennis Court Revitalization Conceptual Design Services

On behalf of our firm, I am pleased to submit this proposal to provide conceptual design services for the Tatum Park Tennis Court Revitalization project.

We understand this project to include the development of a conceptual design for a new tennis pavilion to support the revitalized courts, along with additional scope elements to be defined through upcoming meetings and coordination with the City. Our approach will focus on creating a cohesive, community-oriented design that enhances functionality, durability, and the overall experience for players and spectators while complementing the character of Tatum Park.

Our conceptual design services will include site evaluation, stakeholder consultation, preliminary space planning, conceptual architectural design, and preparation of illustrative materials suitable for presentation and discussion. These materials may include preliminary site diagrams, floor plans, exterior renderings or massing studies, and an opinion of probable construction cost based on the conceptual design.

For the services described above, we propose to provide conceptual design services for a flat fee of \$20,000. This fee will cover all professional services associated with the conceptual phase as outlined, including meetings with City representatives and preparation of presentation materials.

We look forward to collaborating with you and City leadership to establish a clear vision for the revitalization of the Tatum Park tennis facilities and to create a design that will serve the community for years to come. Please execute this proposal at your convenience and return.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "CJL", is written over a horizontal line.

Christian J. Landry, AIA, NCARB
Principal Architect

Toby Barker, Mayor



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director
cc: Whit Sanguinetti, Division Manager
Date: Tuesday, March 3, 2026
Re: Approve and adopt the Standard Operating Procedures (SOP) for Code Enforcement.
File Number: 2026-143
Minute Book #

Summary

Adopt SOP for Code Enforcement

Recommendation Statement

I recommend adopting the SOP.

Please place this on the March 3, 2026 City Council meeting for consideration.

CITY OF HATTIESBURG

DEPARTMENT OF URBAN DEVELOPMENT

CODE ENFORCEMENT DIVISION



STANDARD OPERATING PROCEDURES

SECTION I: PURPOSE AND GENERAL INFORMATION

SECTION II: COMPLAINT INTAKE AND OBSERVATION

SECTION III: JUDICIAL AND ADMINISTRATIVE RESOLUTION PROCESSES

SECTION IV: SPECIALIZED PROCEDURES FOR UNIQUE CODE ENFORCEMENT CASES

SECTION V: CLOSING PROVISIONS

SECTION I: PURPOSE AND GENERAL INFORMATION

The purpose of the Code Enforcement Division is to enforce all codes, ordinances, and regulations adopted by the governing authority of the City of Hattiesburg, MS. This ensures the safety of all citizens, properties and structures. It develops and maintains the aesthetic value of residential and commercial properties, establishes a standard of property maintenance, and enhances the quality of life for all citizens, residents, visitors, and business owners.

APPLICABLE LAWS

- *City of Hattiesburg Code of Ordinances*, in relation to those pertaining to the Code Enforcement Division
- *City of Hattiesburg Land Development Code*
- *International Property Maintenance Code of 2018* (or current adopted version) and all codes as presented by the Building Official and adopted by the City Council.
- *Mississippi Code of 1972, including but not limited to Sections 21-19-11 and 21-23-7(14)**
- *The City of Hattiesburg Employee Handbook*

If any part of this Standard Operating Procedure is unclear or if a situation arises that is not directly addressed, Code Enforcement Officers must consult their immediate supervisor for guidance. This ensures consistency, adherence to city policies, and appropriate decision-making in the field.

*Previously known as HB 354

GENERAL RULES

- Understand that the Code Enforcement Officer is a representative of the City of Hattiesburg when receiving any/all complaints, when inspecting for violations, and when speaking with the public.
- Develop a working knowledge of the City of Hattiesburg Code of Ordinances, including the Land Development Code, The International Property Maintenance Code, and procedural elements of the inner workings of other departments or divisions could prove helpful when communicating to the public.
- Open to the citizens lodging the complaint as a means of gathering information, and strive to communicate with and listen to the owner or persons responsible for the property in violation as an initial effort to understand the nature of the issue and the most effective means of resolving the issue.
- Mindful of all verbal interaction with the citizens lodging the complaint, or the parties responsible for the violations; the Code Officer should make every effort to be courteous and respectful, yet firm when communicating with citizens regarding property maintenance issues.
- Willing to develop tools and skills that could be useful in understanding the nature of the violation and acquiring more accurate contact information on the owner of a property.

Professional Representation of Code Enforcement Officers

To maintain the integrity and professionalism of municipal government employees, Code Enforcement Officers must adhere to the following guidelines when representing the city in any capacity.

1. Appearance Standards

- Officers must wear the city-issued uniform or professional attire that clearly identifies them as city employees. Exceptions only to include “Casual Friday” and Approved “Game-Day” Attire
- Ensure that uniforms are clean, well-maintained, and appropriately worn.
- Code Enforcement Officer badge and your issued ID badges or credentials must be visibly displayed during all interactions with the public or on-site inspections.

2. Conduct

- Officers must remain respectful, courteous, and professional in all interactions, regardless of the situation.
- Avoid using inflammatory language, derogatory remarks, or behavior that could be perceived as threatening or unprofessional.

3. Communication

- Clearly explain the purpose of any visit, inspection, or enforcement action to the property owner or occupant.
- Provide clear, concise, and accurate information about violations, compliance requirements, and next steps.
- Avoid giving personal opinions or statements that could be misconstrued as legal advice or favoritism.

4. Adherence to Laws and Policies

- Be knowledgeable about all state laws, municipal codes, and internal policies relevant to code enforcement.
- Follow all legal procedures for accessing private property, issuing notices, and taking enforcement actions.
- Ensure all documentation and record-keeping meet municipal and state standards for accuracy and transparency.

5. Providing Contractor Resources

Purpose

To assist citizens in achieving compliance by offering access to reliable contractors for services such as demolition, cleanup, hazardous tree removal, or building repairs, while maintaining fairness and impartiality.

Procedure

Accessing Contractor Lists

- Refer to the approved contractor lists maintained by the Building Division to provide up-to-date and vetted options.

Immediate Recommendations

- If a citizen requests immediate assistance, Code Enforcement Officers may only provide contact information for contractors only if the following criteria has been met.
- Officers must offer no fewer than THREE contractor options to ensure fairness and avoid favoritism or perceived bias.

Documentation

- Record all provided contractor information in the Code Enforcement record-keeping system for transparency.
- Include the date, names of the contractors, and a brief note indicating the reason for the recommendation.

Disclaimers

- Inform citizens that the city does not endorse or guarantee the quality of work performed by any contractor.
- Advise citizens to independently research and vet contractors before making a hiring decision.

Follow-Up

- Encourage the citizen to notify the Code Enforcement Division once compliance has been achieved using contractor services.
- Document any citizen feedback regarding contractor services for internal reference, if applicable.

SECTION II: COMPLAINT INTAKE AND OBSERVATION

This section outlines how complaints are received by the Code Enforcement Division and the procedures for observing and documenting violations.

FORMS

- Notice of Violation
- Municipal Offense Ticket (Citation)
- Plan of Action – Memorandum of Understanding
- Request for Council Resolution (RCR)
- Stop Work Order (SWO)
- Permission to Enter Letter
- Demolition Permit
- Court Order
- Task Order
- Abandoned/Inoperable Vehicle Sticker

Complaint Intake Process:

Complaints alleging violations of applicable laws may be received through various channels, including the Action Center, reports from city officials, direct emails, phone calls, or observations made during Officer patrols. Every complaint must be thoroughly documented to ensure accuracy and transparency, while maintaining the confidentiality of the complainant's information to protect their privacy.

The Code Enforcement Officer is responsible for recording all complaint details, including:

- The address of the subject property.
- The alleged maintenance issues and/or code violations.

IMPORTANT:

THE COMPLAINANT'S NAME AND CONTACT INFORMATION MUST REMAIN CONFIDENTIAL AND SHOULD NOT BE SHARED WITH THE PROPERTY OWNER OR TENANT RESPONSIBLE FOR THE VIOLATION(S).

Observation:

Based on the information provided in the complaint, the Code Enforcement Officer will inspect the subject property and document any violations observed and applicable laws.

Inspection Timeline:

The Officer should inspect the property within 24–48 hours; delayed inspections risk missing violations that can be concealed or completed, such as unpermitted construction.

Inspection Process:

Observation and Recording:

- The Officer will observe and document all violations of applicable laws.
- If necessary, the Officer may post notices on the property.

Property Access Guidelines:

- The Officer must NOT proceed beyond the City's right-of-way, enter any structure, or go behind a closed fence without explicit consent from the owner or tenant.
- If the owner or tenant cannot be located or permission to access the property is not granted, the Officer must not trespass.
- The Officer may approach the front door to attempt to establish ownership or leave a door hanger with relevant information

Permission to Enter:

- If additional access is required, the Officer may request a "Right of Entry" as per the 2018 International Property Maintenance Code (IPMC), Section 104; [A] 104.3 Right of Entry.
- Alternatively, access can be granted by a Municipal Judge if necessary.

Documentation:

For detailed instructions and guidance regarding case documentation, procedures, or workflow management, please refer to the Case Management Standard Operating Procedure located on the shared Code Enforcement server.

Photographic and Video Evidence:

- The Officer must take clear and comprehensive photographs and, if applicable, videos of the subject property and violations.
- Images and videos should:
 - Be captured from varying angles and distances to fully document the property's condition.
 - Highlight specific violations or areas of concern.
 - Include overviews of the property to provide proper context.
- Videos may be especially useful for demonstrating ongoing issues such as unauthorized activity, structural hazards, or drainage concerns.

Required Information:

- The Officer must gather the following property details for proper documentation:
 - Address: The address of the property.
 - PPIN and Parcel Number: To ensure accurate property identification.
 - Deed Copy: A copy of the deed for verification purposes.
 - Owner Contact Information: The name and contact details of the property owner.
 - GIS Map: A page showing the location and footprint of the property.
 - Business Information: If the property is owned by an LLC or Corporation, retrieve details from the Secretary of State website.

Notification and Case Management Methods:

This section outlines the documents and methods utilized by the Code Enforcement Division to notify responsible parties of violations and manage cases effectively. Each step is essential for ensuring compliance with applicable laws. This is not necessarily an order of operations as each case presents its own challenges. If there are any questions, please consult with your supervisor.

1. Verbal Warning

- A Verbal Warning is a good initial step in notifying a property owner or responsible party of a violation.
 - This informal communication allows the violator to address the issue without formal documentation.
 - The Code Officer should document the warning in the recordkeeping system for tracking purposes.
-

2. Notice of Violation (NOV)

- The Notice of Violation is a formal written document that serves as a warning to the property owner regarding observed and recorded violations. It includes the following key details:
 - Date: The date the NOV is prepared and mailed.
 - Property Address: The address of the property in violation.
 - Ward: Identify the Ward (1–5) where the property is located.
 - PPIN and Parcel Number: Accurate identification from county records.
 - Property Owner Details: Name, mailing address, and phone number (if available).
 - Violation Details: Mark the applicable violation(s) and reference the corresponding code sections.
 - Description of Violation: Provide a clear and specific summary that links the observed condition to the corrective action required. The description must be written so that any person reviewing the file (including supervisors, attorneys, judges, or Council members) can understand exactly what was observed and what is necessary to bring the property into compliance.
 - Delivery Method: Document the delivery method (e.g., hand-delivery, mail, or email). Hand delivery or Posting the Property/Structure is preferred for effectiveness.
 - Re-Inspection Date: Specify a reasonable time (typically 7–30 days) for corrective action.
 - The NOV must be signed by the Code Officer before issuance.
-

3. Stop Work Order (SWO)

- A Stop Work Order is issued to halt work on a property that requires a permit but is being performed without one. Examples of work requiring permits:
 - Roofing (over 100 sq ft), siding installation, structural additions, or window/door replacement.
 - Electrical, plumbing, or mechanical upgrades requiring licensed contractors.
 - Demolition
 - Interior renovations exceeding 100 sq ft.
- Documentation for SWOs includes:
 - Prompt communication with Permit Technicians.
 - Photos of the property and materials in use.
 - Posting a **STOP WORK** card on the structure being worked on.
 - Notes on the infraction recorded in the Code Enforcement case management system.

4. Plan of Action (Memorandum of Understanding)

- A Plan of Action is a written agreement between the Code Enforcement Division and the property owner (or their authorized agent). It outlines:
 - The specific scope of work needed to bring the property into compliance.
 - A defined timeline for completion.
 - If the property owner fails to complete the plan, the case advances to the next procedural step, such as issuing an MOT or RCR.
-

5. Municipal Offense Ticket (MOT)

- A Municipal Offense Ticket is issued when there is non-compliance with a previously issued NOV.
 - Violations are escalated to Municipal Court for resolution or judgment.
 - Applicable for breaches of the City Code of Ordinances, Land Development Code, and International Property Maintenance Code.
 - The Code Officer is responsible for maintaining an updated Description of Violation, along with supporting documentation and photographs, so the record presented in court reflects the property's condition after the NOV and at the time of each hearing.
-

6. Request for Council Resolution (RCR)

- If violations persist, the Code Enforcement Officer prepares a Request for Council Resolution to bring the case to Public Hearing.

Two types of RCR processes:

- Standard Condemnation Process: Used for more extensive compliance actions, such as property demolition.
- Expedited Maintenance Process: Applies to overgrown lots or minor issues (e.g., vacant properties under one acre), typically capped at \$250.

More on each of these methods are explained in the following section.

7. Abandoned Vehicle Compliance and Towing Protocol

Code Enforcement Officers must follow the procedures below when addressing abandoned or inoperable vehicles:

Initial Sticker Placement:

- Do not place a sticker on a vehicle unless Code Enforcement intends to initiate a towing action within 72 hours.
- If a sticker has already been placed and more than seven (7) days have passed without action, the vehicle should be re-stickered to maintain notice.

Towing from Public Property:

- Vehicles located on public property (e.g., parks, city building parking lots, public parking areas, or properties under state tax forfeiture) may be stickered and then towed after 72 hours if they remain noncompliant.
- Officers must verify ownership status when possible and document the location and condition with photos before and after towing.

Multiple Violations (Two or More Vehicles):

- If two or more vehicles on a property are found in violation and may require towing:

- Issue a Notice of Violation with a 72-hour re-inspection timeline.
- If the violation is not corrected, a Citation must be issued to seek a court order from the Municipal Judge authorizing the towing.
- After the court order is granted, Code Enforcement may contact a towing company directly to coordinate the towing of all vehicles to a single authorized storage location.

This process ensures due process and coordinated documentation before removing vehicles, protects the City's legal interests, and supports interdepartmental awareness for compliance actions.

SECTION III: JUDICIAL AND ADMINISTRATIVE RESOLUTION PROCESSES

JUDICIAL PROCESS:

Municipal Offense Ticket (Complaint/Citation)

A Municipal Offense Ticket (MOT) or Citation is issued for violations where compliance has not been achieved following a previously issued Notice of Violation (NOV). This applies to property owners, responsible parties (occupants), or other interested parties within the City of Hattiesburg or the State of Mississippi.

Violations of the City Code of Ordinances, Land Development Code, International Property Maintenance Code, and other codes adopted by the Building Official may be brought before Municipal Court for resolution or judgment.

Court Process Overview

The court process begins with an Initial Appearance and may involve subsequent steps, depending on the circumstances of the case. These steps are not strictly sequential and are tailored to the situation. They include but aren't limited to: Trial, Continuance, Status Conference, Post-Trial Review, Show Cause, Court Order, Fines Assessment.

Initial Appearance

- Purpose:
 - The defendant is formally informed of the charges or violations against them.
 - The defendant must then enter a plea of guilty or not guilty.
- Possible Outcomes:
 - Guilty Plea
 - The defendant assumes responsibility for the violations.
 - The Court proceeds to issue a judgment.
 - The Court may choose to extend time for the owner to bring the violation into compliance.
 - Not Guilty Plea:
 - The case is scheduled for a trial on a later date, providing time for compliance or further proceedings.
 - Non-Appearance
 - If the defendant fails to appear, the Court may issue a Guilty in Absentia verdict based on the evidence presented by the Code Enforcement Officer.

Trial

- The trial provides an opportunity for the defendant to present evidence, challenge the Citation, or argue the case's merits.
- The Code Enforcement Officer represents the City by:
 - Presenting documented evidence (e.g., photos, inspection records).
 - Providing witness testimony, if applicable (e.g., from private citizens or city employees).

- Trial Outcomes:
 - Complete Compliance Before Trial: If violations are resolved prior to the trial date, the Code Officer may request dismissal of applicable charges.
 - Partial Compliance: The Code Officer may request a continuance to allow the defendant more time to resolve outstanding violations.
 - Non-Compliance: If no significant effort is made, the Prosecuting Attorney may request the Court impose fines, penalties, or additional corrective actions.
-

Continuance

- Either the defendant or the Code Enforcement Officer may request a continuance to provide additional time to gather evidence, secure compliance, or resolve issues.
 - The Court determines whether to grant the continuance based on case circumstances.
-

Status Conference

- A Status Conference may be scheduled to evaluate progress on compliance or determine the next steps.
 - This provides an opportunity to:
 - Assess any corrective actions taken by the defendant.
 - Resolve issues before proceeding to trial or other formal judgment.
-

Post-Trial Review

- If the Judge cannot render an immediate decision, or if additional compliance time is granted, the case may be placed under advisement as a Show Cause.
 - This allows the defendant a final opportunity to achieve compliance before the Court issues a judgment.
-

Court Ordered Action

- The final decision issued by the Judge is documented as a Court Order in accordance with *Mississippi Code 21-23- 7 subsection 14*, which authorizes the Municipal Court to order necessary actions for code compliance.
 - The Court Order may include the following:
 - Fines and Penalties: Imposed on the responsible party for violations of applicable laws.
 - Compliance Authorization: Granting the Code Enforcement Division the authority to bring the property into compliance through the use of municipal employees or contractual services.
-

ADMINISTRATIVE PROCESS:

The purpose of this section is to outline how the City Council addresses properties that pose ongoing violations or hazards through condemnation and abatement. These processes differ from judicial actions in Municipal Court, which focus on fines or penalties against the responsible party. Instead, City Council actions are administrative in nature and provide the authority for the City to clean, repair, or demolish unsafe or non-compliant properties. Procedures covered here include Expedited Maintenance (for vacant overgrown lots), the Standard Condemnation Process, and the Request for Council Resolution (RCR), as well as the necessary follow-up steps to ensure compliance and cost recovery through assessment of Property Tax Liens.

Expedited Process

Based on provisions in the MS Code of 1972, Section 21-19-11 (Amended), the Expedited Process is designed for cases involving privately owned vacant overgrown lots or properties with structures and overgrown lots (less than one acre). The process ensures rapid resolution at a cost not exceeding \$250 per property.

Steps in the Expedited Process:

Notice of Violation (NOV) and Letter:

- Prepare and mail the NOV and the Expedited maintenance Letter via certified mail to the owner(s) of record.
- Post the property with a Notice of Entry sign and provide picture evidence of that being complete
- Ensure that the property has been posted to the bulletin board outside of the City Council Chambers
- Allow seven (7) days prior to re-inspection.

Cutting and/or Cleaning:

If the property is not cut and cleaned by the owner within the seven-day window, the City will use its employees or authorize contractors to address the violations.

Assessment of Cost and Penalty:

Once the work is completed, the process will be started to assess the cost of the work, as well as a lien equal to the cost of the work or up to \$250, to the property taxes.

Request for Council Resolution (RCR)

When violations are not corrected through other methods, the Request for Council Resolution (RCR) process is used to escalate the case to a public hearing for condemnation or further action. This can follow a Standard Condemnation Process which differs from the Expedited Process.

RCR Documentation Requirements:

Inspector Information

- Full name of the Code Enforcement Officer submitting the request.
- Action Line reference (case number from the Action Center).
- Date of the request submission should be noted.

Property Information

- Property address, including city, state, and zip code.
- Ward number, Parcel Number, and PPIN (Property Identification Number).
- Legal Description: Attach a verified copy of the property deed obtained from county records.
- Confirm the accuracy of all property information with the GIS system and county records.
- Provide a GIS map highlighting the parcel location and relevant details.
- Include the owner's full name, verified mailing address, and up-to-date contact information (phone number and email, if available).
- Cross-reference property ownership information with tax records to confirm any changes.

Violation Summary

- Concise descriptions of each identified violation, using clear and specific language.
- Detailed case history, including:
 - Date and details of Notices of Violation (NOVs) issued.
 - Dates and outcomes of Municipal Offense Tickets.
 - A timeline of all court proceedings and outcomes.
 - Specify any observed repeat violations and patterns of non-compliance.
 - Document any conversations or written correspondence with the property owner or their representative.

Supporting Attachments

- Recent property photos:
 - For structures: Include photos of the front, sides, and rear views.
 - For vacant lots: Provide clear photos of the lot frontage and any visible issues.
- Evidence of posted notices:
 - Photograph the property with a clearly visible Notice of Entry sign.
 - Note the date and time the sign was posted.
 - Documentation of efforts to contact the property owner, including:
 - Copies of mailed notices (with proof of mailing).
 - Phone or email records of attempted communication.
 - Records of in-person visits and any conversations or refusals.
 - Include historical property photos for comparison, if available.
 - Provide inspection checklists or reports verifying violations.

Additional Steps for Compliance Assurance

- Confirm if any other departments or agencies need to be involved (e.g., Public Works, Fire Department, or Health Department).
- Verify that any applicable permits or licenses for the property are up to date (e.g., business licenses or rental permits).
- Ensure all required actions to contact the owner or resolve issues have been attempted and documented before submitting the RCR.

Summary and Recommendation

- Prepare a summary of the current status of the case, including:
 - Whether the property owner has been cooperative or non-responsive.
 - A recommendation for the next steps (e.g., demolition, cleanup, or additional legal actions).
 - If applicable, include a statement on why the RCR is necessary for compliance and how it aligns with city ordinances.

Approval Process:

- The RCR must be reviewed, initialed, and dated by the Code Enforcement Division Manager before submission to the Code Enforcement Clerk.

CODE ENFORCEMENT CLERK DUTIES FOR ADMINISTRATIVE PROCESS:

The Steps of RCR Case Processing

- RCR Case Approval
 - Verify language for Demo or Property Maintenance.
 - Confirm PHOTOS and DEED.
- Order Title Opinions
 - Once all Title Opinions are received:
 - Keep a digital copy in the Case File.
 - Store an electronic copy in the Title Opinions folder for the current year.
 - Prepare to pay the attorney's invoice.
 - Prepare Mailing Labels
- Gather information from the Warranty Deed/Delta.
- Create mailing labels for all Owners and Parties of Interest.

Public Hearing Preparation

- Set Public Hearing Memo & Snippets Page:
 - List all cases for the next group.
 - Include one blank resolution form Hold Public Hearing Memorandum.
 - Civic Clerk Snippets page.
 - Request Removal Memorandum (if required).
 - Schedule for TUESDAY's POLICY Section in CivicClerk.
- Prepare Public Notice of Hearing Letters:
 - Mail Notices, give Code Officers Notices to post, and post Notice at Circuit Court after Set Hearing is approved.
 - NOTICE DAY: Newspaper Publications must be requested three weeks before the public hearing (by Thursday).
 - Do NOT include letterhead on Public Notice letters intended for publication.
 - Refer to the Newspaper Notice Procedure.
 - Case History Preparation
 - Action Center Number: Assign Tyler EP&L Case Number.
 - Date: Record the case opening date.
 - PPIN: Attach Delta printout.
 - Owner: Identify the name on the N.O.V.
 - Violations: Include abbreviations of violations from the RCR request.
- Case History Summary:
 - Use the wording from Request Form submitted by Officer.
 - If missing, request it from the officer via email and print for the case file.

Hold Public Hearing

- Scheduling:
 - Place on the Monday Agenda (unless it falls on a holiday).
- Prepare Documentation:
- Case Status Update
 - Enter the new case status in Tyler EP&L.
 - Attach scanned case file documents.

- Condemnation Process
 - Prepare Documentation:
 - Adopt Resolution to Condemn Memorandum.
 - Civic Clerk Snippets Page (Tuesday Agenda).
 - Blank resolution to condemn form for each case.
- After City Council Approval:
 - Order Kill Service on properties.
 - Initiate Demolition Permit application.
- Post-Condemnation Actions:
 - Two weeks later, download and print executed Resolutions.
 - File in the Case File and attach to Permit Application in Tyler EP&L.
 - Issue and legally release Demolition Permits.

PROPERTY REMEDIATION AND HAZARD MITIGATION

If, during the Public Hearing, the governing authority determines that a property or parcel of land is a hazard to public health, safety, or the welfare of the community, and the owner fails to address the issue themselves, the City may take corrective action. This action may involve using municipal employees or hiring contractors to clean, secure, or otherwise remediate the property.

Actions authorized by the governing authority

The City may perform any or all of the following tasks to restore the property and eliminate threats to the community. A Task Order must be drafted and approved prior to work commencing:

- Grass and Weed Removal:
 - Cutting and removing overgrown grass, weeds, and vegetation.
- Filling and Securing Hazards:
 - Filling cisterns, holes, or other hazards that may pose a safety risk.
- Rubbish and Debris Removal:
 - Clearing away trash, debris, and abandoned materials from the property.
- Fence and Structure Removal:
 - Removing dilapidated or unsafe fences, outside toilets, or slabs.
- Demolishing abandoned or unsafe buildings.
- Drainage and Water Remediation:
 - Draining cesspools or standing water that could contribute to health concerns, such as mosquito breeding.
- Personal Property Removal:
 - Removing abandoned personal property that is not protected under specific statutory provisions (e.g., Section 21-39-21).

Process for Property Remediation

- Inspection and Documentation:
 - Code Enforcement Officers document the condition of the property through photos and written records.

- Utility Disconnection (if applicable):
 - Before demolishing any structure, disconnect notices for utilities (water, gas, electricity) will be issued, and the disconnection must be confirmed.
- Task Orders for Work:
 - The Code Enforcement Clerk will prepare detailed task orders specifying the work to be performed, whether by City personnel or contractors.
- Work Completion and Verification:
 - After the work is completed, the Code Enforcement Officer will inspect the property to ensure all tasks are finished.
- Photos and notes documenting the completed work will be submitted to the Code Enforcement Clerk.
- Invoices for work performed, whether by City employees or contractors, will be processed for payment.

Payment and Cost Assessment

- Demand Letter:
 - Send letter to property owner for payment of property cleanup or hazard remediation.
 - The cost of remediation will be assessed to the property and may include fees for labor, equipment, and a penalty of \$1500 or half the cost, whichever is greater, for administrative expenses.
- Submit for Adjudication:
 - If no payment is received within 30 days, proceed to adjudication.
 - Prepare Adopt Resolution to Adjudicate Memorandum & Snippets (Tuesday Agenda).
 - Provide a blank resolution form for each listed property.
- Case Closure:
 - After filing and recording property resolutions with the appropriate county Chancery Clerk, download the filed resolution packet.
 - Attach to Tyler EP&L and close the case.

Pay-Offs & Liens

- Assessment Pay-Off:
 - Upon receipt of payment:
 - Copy the check.
 - Submit a copy of the invoice or Demand Letter with payment to the Deputy Clerk's office.
 - Scan the payment receipt and file in the Pay-Off folder.
 - If an adjudication was filed, start a Release of Judgment or Release of Lien file.
- Release of Liens & Judgments:
 - Finalize necessary documentation for releases.

Lien Amnesty Provision – Miss. Code Ann. § 21-19-12

Purpose:

Mississippi Code § 21-19-12 authorizes municipalities to release or forgive certain liens imposed for cleanup or code enforcement costs on long-neglected or blighted properties. The purpose of this lien amnesty is to encourage redevelopment by qualified nonprofits and for-profit developers, returning deteriorated properties to productive use while maintaining accountability to the City.

Eligibility Requirements:

- The property must be vacant or deteriorated, and the lien(s) must have been in place and declared uncollectible for at least two (2) years.
- The property must be purchased by a nonprofit (501(c)(3)) or for-profit developer who is not the prior owner.
- The purchase price may not exceed 70% of the current appraised market value.

Required Documentation:

- To be considered for lien amnesty under state law, the purchaser must provide:
- A valid contract of sale;
- Two independent property appraisals; and
- A redevelopment or usage plan outlining the intended improvements and timeline.

Conditional Terms and Timeline:

- Conditional lien amnesty may be granted for an initial 18-month redevelopment period, with the possibility of a 6–12 month extension upon City Council approval.
- If the project fails to achieve substantial development within the approved time frame, the lien principal plus 8% annual interest becomes immediately due.

Transfer and Sale Restrictions:

- The property may not be sold or transferred before redevelopment is completed without City Council approval.
- If sale approval is granted, the original lien must be repaid unless the new purchaser separately qualifies for lien amnesty under the same statute.
- A sale without approval results in reinstatement of the lien principal, 8% annual interest, and a \$1,500 penalty.
- Lien amnesty cannot be transferred or sold to another party.

Final Release:

Liens are fully released only upon completion of the redevelopment project in accordance with the approved plan and City confirmation of compliance.

Intent:

This provision provides a structured, lawful means of promoting reinvestment in Hattiesburg's blighted properties. It balances redevelopment incentives with accountability, ensuring that lien forgiveness results in tangible improvements that benefit the public and strengthen neighborhood stability.

SECTION IV: SPECIALIZED PROCEDURES FOR UNIQUE CODE ENFORCEMENT CASES

This section provides detailed, step-by-step instructions for handling specific cases that require tailored approaches. Each procedure follows a consistent structure, building on the foundational methods outlined in earlier sections of this SOP.

Burned Structures (Residential or Commercial)

The purpose of this section is to provide a clear process for responding to properties damaged by fire, ensuring coordination with the Hattiesburg Fire Department (HFD) and compliance with applicable codes.

Authority:

- International Property Maintenance Code (IPMC) §108 (Unsafe Structures)
- City of Hattiesburg ordinances and adopted codes

Procedure:

- Initial Inspection
 - Inspect the site as soon as Code Enforcement is notified of a fire.
 - Take comprehensive photographs documenting the entire site and relevant details.
 - Maintain communication with HFD inspectors to stay updated on fire reports.
 - Documentation and Reporting
 - Request a copy of the HFD inspector's report.
 - Identify the property owner and create both a hard copy file and a case in the Division's record-keeping system.
 - Ensure records are accurate and complete to support potential notices or citations.
 - Waiting Period
 - Allow 30 days from the date of the fire before issuing notices, to provide time for investigations by the State Fire Marshal and HFD Fire Marshal.
 - If investigations remain ongoing, consult with supervisors to determine whether enforcement should be delayed.
 - Owner Communication
 - After investigations conclude, issue a Notice of Violation (NOV) or formal letter to the property owner.
 - Request a timeline for cleanup, demolition, rehabilitation, or repair.
 - Escalation
 - If no Plan of Action is provided or no progress is made within 180 days, escalate to Municipal Court or submit a Request for Council Resolution (RCR).
-

Homeless Camps

The purpose of this section is to address public health and safety concerns associated with homeless encampments or temporary storage of items on private property, while respecting individual rights.

Authority:

- City of Hattiesburg ordinances
- IPMC §104.3 (Right of Entry)
- Applicable health and safety regulations

Procedure:

- Complaint Intake
 - Complaints may be received via the Action Center, city officials, direct emails, phone calls, or during patrols.
 - Record the complaint details in the Tyler EP&L system. The complainant's name and contact information must remain confidential.
- Inspection
 - Conduct an inspection within 24–48 hours of complaint receipt.
 - Remain within public areas or rights-of-way unless explicit permission is granted by the property owner.
- Documentation
 - Take comprehensive photographs and detailed notes from multiple angles.
 - Collect property details, including address, PPIN, parcel number, and ownership information.

- Notice of Violation (NOV)
 - If violations are observed, issue an NOV in accordance with Notification and Case Management Methods.
- Re-Inspection and Follow-Up
 - Re-inspect on the designated re-inspection date.
 - If compliance is achieved, close the case and document the resolution.
 - If violations persist, proceed to issue a Municipal Offense Ticket (MOT) or submit an RCR.

Removing Persons from a Structure Designated as Unfit for Human Occupancy

The purpose of this section is to provide a clear, enforceable process for addressing structures deemed unfit for human occupancy under the IPMC, ensuring protection of public health and safety.

Authority

- IPMC §108.1.3 (Unfit for Human Occupancy)
- IPMC §107 (Notices and Orders)
- IPMC §108.4 (Vacating of Structures)
- IPMC §108.5 (Placarding of Structures)
- IPMC §108.2 (Closing of Vacant Structures)

Procedure

- Initial Determination
 - A structure is deemed unfit if unsafe, lacking essential utilities or sanitary facilities, or otherwise hazardous to occupants or the public.
 - Enforcement authority rests with the Code Enforcement Division, Fire Marshal, and Building Official.
- Issuing a Notice of Violation (NOV)
 - Draft the NOV in compliance with IPMC §107.
 - Include a clear description of violations, required corrective actions, compliance timeline (10–30 days), and Officer contact information.
 - Required Signatures: Code Enforcement Officer, Division Manager, Fire Marshal, and Building Official.
- Delivery of NOV
 - Serve by certified mail (return receipt) and post conspicuously on the property per IPMC §107.3.
 - Document issuance in the case management system, including photographic evidence of posting.
- Posting the Structure as Unsafe
 - Placard all main entry points per IPMC §108.5.
 - Placard must state that the structure is unfit for occupancy and entry is prohibited except by authorized personnel.
- Coordinating with Occupants for Removal
 - Inform occupants verbally and in writing of the requirement to vacate.
 - Coordinate with the City Homeless Coordinator to provide resource information (shelters, temporary housing).
 - Voluntary Compliance: Encourage occupants to vacate by the NOV deadline.
 - Involuntary Removal: If non-compliant, coordinate with law enforcement for removal under IPMC §108.4.
- Securing the Property
 - Once vacated, secure the structure against entry in accordance with IPMC §108.2 (board or lock all openings).

SECTION V: CLOSING PROVISIONS

Authority and Applicability

This Standard Operating Procedure (SOP) is issued under the authority of the City of Hattiesburg, Department of Urban Development, Code Enforcement Division. It is intended to provide procedural guidance for the enforcement of the City of Hattiesburg Code of Ordinances, the City of Hattiesburg Land Development Code, the International Property Maintenance Code (2018 Edition, or current adopted version), and all applicable provisions of the Mississippi Code of 1972, as amended.

Consistency With Laws and Policies

In the event of any conflict between this SOP and local, state, or federal law, the higher governing law shall control. Nothing in this SOP shall be interpreted to override statutory requirements, judicial orders, or duly adopted City ordinances.

Officer Responsibilities

All Code Enforcement Officers are expected to:

- Adhere to this SOP when carrying out their official duties.
- Apply these procedures in good faith, with professionalism, and in compliance with City policies and applicable laws.
- Consult their immediate supervisor or Division Manager when uncertain about interpretation or application of any provision of this SOP.

Limitations and Disclaimer

This SOP does not create any independent legal rights or guarantees for private individuals, businesses, or property owners. It is intended solely for internal guidance of the Code Enforcement Division. Failure of an Officer to follow a procedure outlined in this SOP shall not, by itself, invalidate any enforcement action taken under lawful authority.

Amendments and Updates

This SOP is a living document. It may be amended, updated, or rescinded at any time by direction of the Code Enforcement Division Manager, with approval of the Director of Urban Development and/or the City Council when required by ordinance. Officers will be notified of revisions, and all prior versions will be archived for reference.

Acknowledgment

All Code Enforcement Officers are required to read and familiarize themselves with this SOP. Continued service as a Code Enforcement Officer constitutes acknowledgment of the procedures and responsibilities contained herein.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Betsy Mercier, Director of Parks and Recreation
cc:
Date: Tuesday, March 3, 2026
Re: Acknowledge receipt of closing documents for the Hattiesburg Community Arts Center Renovation project; Authorize payment of final pay application and Authorize final acceptance of the project.
File Number: 2026-144
Minute Book #

Summary

Recommendation Statement

I recommend approval of this item.

Please place this on the March 3, 2026 City Council meeting for consideration.

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**
AIA DOCUMENT G707

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

BOND NO. 9455839
FCP \$ 388,700.00

PROJECT: HCAC Renovations 2024, Hattiesburg, Mississippi
CN 24-4121B

TO (Owner)
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401
CONTRACTOR:
Jay-Van Company
P.O. Box 15427
Hattiesburg, MS 39401

ARCHITECT'S PROJECT NO:
CONTRACT FOR:
HCAC Renovations 2024, Hattiesburg, Mississippi
CN 24-4121B
CONTRACT DATE:
June 10, 2025

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Company)

Fidelity and Deposit Company of Maryland
P.O. Box 1227
Baltimore, MD 21203

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Jay-Van Company
P.O. Box 15427
Hattiesburg, MS 39401

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 6th day of November , 2025 .

Fidelity and Deposit Company of Maryland
Surety Company

Signature of Authorized Representative

Attest:
(SEAL):

Attorney-in-Fact Roman E. Galey
Title

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), Thomas O. McClellan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Glenn E. GALEY, Maurice E. EVANS, Roman E. GALEY and Josh WALKER, all of Hattiesburg, Mississippi**, true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICHAMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 30th day of January, A.D. 2025.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: **Thomas O. McClellan**
Vice President

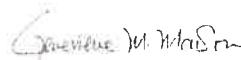


By: **Dawn E. Brown**
Secretary

State of Maryland
County of Baltimore

On this 30th day of January A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Thomas O. McClellan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Genevieve M. Maison
Notary Public
My Commission Expires January 27, 2029



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate: and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 10th day of November, 2025.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reports@claims.zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Application and Certificate for Payment

TO OWNER: CITY OF HATTIESBURG
200 FORREST STREET
HATTIESBURG, MS 39401

PROJECT:
HCAC RENOVATIONS 2024
HATTIESBURG, MS
CN 24-4121B

APPLICATION NO: 4
PERIOD TO: 2/10/26
CONTRACT FOR: RENOVATIONS
CONTRACT DATE: 6/10/25
PROJECT NOS: / /

Distribution to:

OWNER ☐

ARCHITECT ☐

CONTRACTOR ☐

FIELD ☐

OTHER ☐

FROM CONTRACTOR:

Jay-Van Company, Inc.
P. O. BOX 15427
HATTIESBURG, MS 39404

VIA ARCHITECT:

LANDRY LEWIS GERMANY ARCH

CONTRACTOR'S APPLICATION FOR PAYMENT

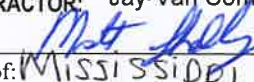
Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$	391,000.00
2. NET CHANGE BY CHANGE ORDERS	\$	-2,300.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	388,700.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	388,700.00
5. RETAINAGE:		
a. 0.0 % of Completed Work (Columns D + E on G703)	\$	0.00
b. 5.0 % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE	\$	388,700.00
(Line 4 minus Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	371,450.00
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	\$	17,250.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this month	\$ 0.00	\$ 2,300.00
TOTAL	\$ 0.00	\$ 2,300.00
NET CHANGES by Change Order	\$	-2,300.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Jay-Van Company, Inc.

By: 

State of: Mississippi

County of: Forrest

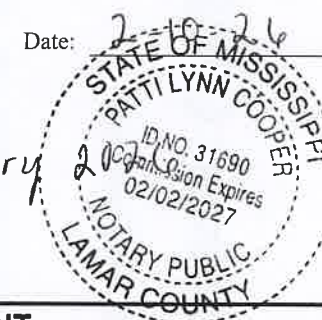
Subscribed and sworn to before me this 10th

day of February 2026

Notary Public:

My commission expires: 2/2/27

Date: 2-10-26



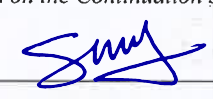
ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ **\$17,250**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: 

Date: 2-17-26

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Continuation Sheet

Page 2 of 4

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE: 4
PERIOD TO: 11/30/25
ARCHITECT'S PROJECT NO: 11/30/25

ARCHITECT'S PROJECT NO.

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C – G)	RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	MISC COSTS MATERIAL	1,608.00	1,608.00	0.00	0.00	1,608.00	100	0.00	0.00
2	JOB OVERHEAD BURDEN	11,478.00	11,478.00	0.00	0.00	11,478.00	100	0.00	0.00
3	DOOR HDW ALLOWANCE	1,000.00	1,000.00	0.00	0.00	1,000.00	100	0.00	0.00
4	SALES TAX	14,654.00	14,654.00	0.00	0.00	14,654.00	100	0.00	0.00
5	BUILDERS RISK	1,047.00	1,047.00	0.00	0.00	1,047.00	100	0.00	0.00
6	BOND	4,187.00	4,187.00	0.00	0.00	4,187.00	100	0.00	0.00
7	SUPERINTENDENT LABOR	15,420.00	15,420.00	0.00	0.00	15,420.00	100	0.00	0.00
8	MOBILIZATION LABOR	1,071.00	1,071.00	0.00	0.00	1,071.00	100	0.00	0.00
9	TOILETS RENTAL	643.00	643.00	0.00	0.00	643.00	100	0.00	0.00
10	CELL PHONES	578.00	578.00	0.00	0.00	578.00	100	0.00	0.00
11	EQUIPMENT RENTAL	2,142.00	2,142.00	0.00	0.00	2,142.00	100	0.00	0.00
12	SMALL MAT/EQUIP MAT.	321.00	321.00	0.00	0.00	321.00	100	0.00	0.00
13	FUEL & OIL	2,142.00	2,142.00	0.00	0.00	2,142.00	100	0.00	0.00
14	DAILY CLEANUP LABOR	3,480.00	3,480.00	0.00	0.00	3,480.00	100	0.00	0.00
15	DAILY CLEANUP MATERIALS	535.00	535.00	0.00	0.00	535.00	100	0.00	0.00
16	DUMPSTERS	2,570.00	2,570.00	0.00	0.00	2,570.00	100	0.00	0.00
17	TESTING FEES	1,071.00	1,071.00	0.00	0.00	1,071.00	100	0.00	0.00
18	DEMOLITION LABOR	8,604.00	8,604.00	0.00	0.00	8,604.00	100	0.00	0.00
19	DEMOLITION MATERIALS	107.00	107.00	0.00	0.00	107.00	100	0.00	0.00
20	GEN EXCAVATION LABOR	268.00	268.00	0.00	0.00	268.00	100	0.00	0.00
21	GEN EXCAVATION MAT.	803.00	803.00	0.00	0.00	803.00	100	0.00	0.00
22	ASPHALT SUB	1,606.00	1,606.00	0.00	0.00	1,606.00	100	0.00	0.00
23	CONC. REINFORCEMENT	2,142.00	2,142.00	0.00	0.00	2,142.00	100	0.00	0.00
24	CONC. FINISHING SUB	17,669.00	17,669.00	0.00	0.00	17,669.00	100	0.00	0.00
25	CONC. SIDEWALKS LABOR	1,071.00	1,071.00	0.00	0.00	1,071.00	100	0.00	0.00
26	CONC. SIDEWALKS MAT	8,923.00	8,923.00	0.00	0.00	8,923.00	100	0.00	0.00
GRAND TOTAL									
Page Totals		105,140.00	105,140.00	0.00	0.00	105,140.00	100	0.00	0.00

CAUTION: Verify this information on an original AIA Contract Document.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Continuation Sheet

Page 3 of 4

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 4
APPLICATION DATE: 11/30/25
PERIOD TO: 11/30/25
ARCHITECT'S PROJECT NO:

ARCHITECT'S PROJECT NO.										
A	B	C	D	E	F	G		H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (If variable rate)	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
27	CONCRETE PUMP	1,606.00	1,606.00	0.00	0.00	1,606.00	100	0.00	0.00	
28	MISC. METALS LABOR	4,283.00	4,283.00	0.00	0.00	4,283.00	100	0.00	0.00	
29	MISC. METALS MATERIALS	16,850.00	16,850.00	0.00	0.00	16,850.00	100	0.00	0.00	
30	HOLLOW MTL DOORS LAB.	268.00	268.00	0.00	0.00	268.00	100	0.00	0.00	
31	HOLLOW MTL DOORS MAT.	1,446.00	1,446.00	0.00	0.00	1,446.00	100	0.00	0.00	
32	DRYWALL LABOR	375.00	375.00	0.00	0.00	375.00	100	0.00	0.00	
33	DRYWALL MATERIALS	482.00	482.00	0.00	0.00	482.00	100	0.00	0.00	
34	ACOUS. CEILINGS LABOR	3,561.00	3,561.00	0.00	0.00	3,561.00	100	0.00	0.00	
35	ACOUS. CEILINGS MAT.	3,919.00	3,919.00	0.00	0.00	3,919.00	100	0.00	0.00	
36	FLOORING SUB	5,756.00	5,756.00	0.00	0.00	5,756.00	100	0.00	0.00	
37	PAINTING SUB	14,938.00	14,938.00	0.00	0.00	14,938.00	100	0.00	0.00	
38	HVAC DUCTWORK MAT.	6,318.00	6,318.00	0.00	0.00	6,318.00	100	0.00	0.00	
39	HVAC DUCTWORK LABOR	22,595.00	22,595.00	0.00	0.00	22,595.00	100	0.00	0.00	
40	HVAC EQUIP. MATERIALS	105,693.00	105,693.00	0.00	0.00	105,693.00	100	0.00	0.00	
41	HVAC EQUIP. LABOR	40,371.00	40,371.00	0.00	0.00	40,371.00	100	0.00	0.00	
42	PLUMBING MATERIALS	3,213.00	3,213.00	0.00	0.00	3,213.00	100	0.00	0.00	
43	PLUMBING LABOR	13,707.00	13,707.00	0.00	0.00	13,707.00	100	0.00	0.00	
44	TEST & BALANCE	6,211.00	6,211.00	0.00	0.00	6,211.00	100	0.00	0.00	
45	FIRE SUPPRESSION SUB	2,570.00	2,570.00	0.00	0.00	2,570.00	100	0.00	0.00	
46	ELEC. ADMIN/SUBMITTALS	5,890.00	5,890.00	0.00	0.00	5,890.00	100	0.00	0.00	
47	TEMPORARY POWER	535.00	535.00	0.00	0.00	535.00	100	0.00	0.00	
48	DEMOLITION	2,142.00	2,142.00	0.00	0.00	2,142.00	100	0.00	0.00	
49	RACEWAY ROUGH-IN MAT.	1,713.00	1,713.00	0.00	0.00	1,713.00	100	0.00	0.00	
50	RACEWAY ROUGH-IN LAB.	5,890.00	5,890.00	0.00	0.00	5,890.00	100	0.00	0.00	
51	WIRE & CIRCUIT MATERIAL	1,713.00	1,713.00	0.00	0.00	1,713.00	100	0.00	0.00	
52	WIRE & CIRCUIT LABOR	1,285.00	1,285.00	0.00	0.00	1,285.00	100	0.00	0.00	
GRAND TOTAL										
Page Totals		273,330.00	273,330.00	0.00	0.00	273,330.00	100	0.00	0.00	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Continuation Sheet

Page 4 of 4

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Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 4
APPLICATION DATE: 11/30/25
PERIOD TO: 11/30/25
ARCHITECT'S PROJECT NO:

ARCHITECT'S PROJECT NO.									
A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C – G)	RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
53	FIXTURES MATERIAL	3,534.00	3,534.00	0.00	0.00	3,534.00	100	0.00	0.00
54	FIXTURES LABOR	1,071.00	1,071.00	0.00	0.00	1,071.00	100	0.00	0.00
55	GEAR MATERIAL	1,071.00	1,071.00	0.00	0.00	1,071.00	100	0.00	0.00
56	GEAR LABOR	1,071.00	1,071.00	0.00	0.00	1,071.00	100	0.00	0.00
57	MECHANICAL TIE-IN	1,071.00	1,071.00	0.00	0.00	1,071.00	100	0.00	0.00
58	FIRE ALARM ROUGH-IN	1,071.00	1,071.00	0.00	0.00	1,071.00	100	0.00	0.00
59	FIRE ALARM PACKAGE	3,641.00	3,641.00	0.00	0.00	3,641.00	100	0.00	0.00
60	CHANGE ORDER 1	-2,300.00	0.00	-2,300.00	0.00	-2,300.00	100	0.00	0.00

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AIA Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address)

HCAC Renovations 2024
Hattiesburg, MS 39401

ARCHITECT'S PROJECT NUMBER: 24-4121B

CONTRACT FOR: General Construction

OWNER ☐

ARCHITECT ☐

CONTRACTOR ☒

TO OWNER: (Name and address)

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

CONTRACT DATED: June 10th, 2025

SURETY ☐

OTHER ☐

STATE OF: Mississippi

COUNTY OF: Forrest

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

none

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707™, Consent of Surety to Final Payment, may be used for this purpose.

Indicate attachment: ☐ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof
3. Contractor's Affidavit of Release of Liens (AIA Document G706A™)

CONTRACTOR: (Name and address)

Jay-Van Company
P.O. Box 15427
Hattiesburg, MS 39404

BY:

Patti L. Cooper

(Signature of authorized representative)

Patti L. Cooper Corp. Sec.

(Printed name and title)

Subscribed and sworn to before me on this date

Notary Public:

My Commission Expires: 2/6/27



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assurance that changes will not be obscured.



AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*

HCAC Renovations 2024
Hattiesburg, MS 39401

ARCHITECT'S PROJECT NUMBER: 24-4121B

CONTRACT FOR: General Construction

OWNER ☐

ARCHITECT ☐

CONTRACTOR ☒

TO OWNER: *(Name and address)*

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

CONTRACT DATED: June 10th, 2025

SURETY ☐

OTHER ☐

STATE OF: Mississippi

COUNTY OF: Forrest

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

none

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

Jay-Van Company
P.O. Box 15427
Hattiesburg, MS 39404

BY:

Patti L. Cooper
(Signature of authorized representative)

Patti L. Cooper, Corp. Sec.
(Printed name and title)

Subscribed and sworn to before me on this date: 11/6/25

Notary Public:

Joshua Brian Gary

My Commission Expires: 2/6/27



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

**JAY-VAN COMPANY
GENERAL CONTRACTOR
HATTIESBURG, MISSISSIPPI
39404-5427**

**P. O. BOX 15427
24 BONHOMIE ROAD
HATTIESBURG, MS 39401**

**PHONE: (601) 545-1161
FAX: (601) 583-2340**

November 6, 2025

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

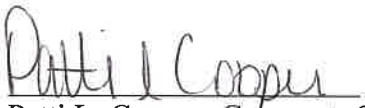
**RE: HCAC RENOVATIONS 2024
HATTIESBURG, MISSISSIPPI
CN 24-4121B**

Gentlemen:

We hereby certify that all bills for labor and materials incorporated into the above captioned project under our Contract, have been paid and that the Owner is released from all claims and/or damages under this contract.

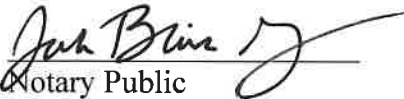
Very truly yours,

JAY-VAN COMPANY



Patti L. Cooper, Corporate Secretary

Sworn to before me, the undersigned authority, on the 6th day of November 2025



Notary Public

My commission expires February 6, 2027



**JAY-VAN COMPANY
GENERAL CONTRACTOR
HATTIESBURG, MISSISSIPPI
39404-5427**

**P. O. BOX 15427
24 BONHOMIE ROAD
HATTIESBURG, MS 39401**

**PHONE: (601)545-1161
FAX: (601)583-2340**

November 6, 2025

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

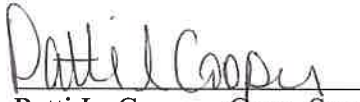
**RE: HCAC RENOVATIONS 2024
HATTIESBURG, MISSISSIPPI
CN 24-4121B**

Gentlemen:

The above referenced project has been constructed in accordance with all Contract Documents.

Very truly yours,

JAY-VAN COMPANY


Patti L. Cooper, Corp. Secretary

Sworn to before me, the undersigned authority, on the 6th day of November 2025


Notary Public

My commission expires February 6, 2027



**JAY-VAN COMPANY
GENERAL CONTRACTOR
HATTIESBURG, MISSISSIPPI
39404-5427**

**P. O. BOX 15427
24 BONHOMIE ROAD
HATTIESBURG, MS 39402**

**PHONE: (601)545-1161
FAX: (601)583-2340**

November 6, 2025

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

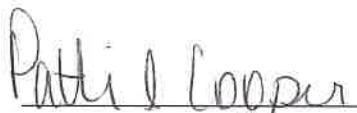
**RE: HCAC RENOVATIONS 2024
HATTIESBURG, MISSISSIPPI
CN 24-4121B**

Gentlemen:

We hereby certify that all material incorporated in this project are non-asbestos containing materials.

Very truly yours,

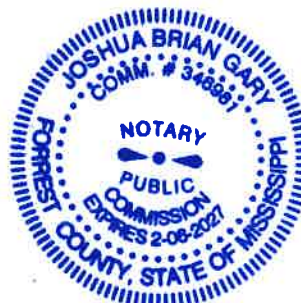
JAY-VAN COMPANY


Patti L. Cooper, Corp. Secretary

Sworn to before me, the undersigned authority, on the 6th day of November 2025


Notary Public

My commission expires February 6, 2027



**JAY-VAN COMPANY
GENERAL CONTRACTOR
HATTIESBURG, MISSISSIPPI
39404-5427**

**P. O. BOX 15427
24 BONHOMIE ROAD
HATTIESBURG, MS 39402**

**PHONE: (601)545-1161
FAX: (601)583-2340**

GUARANTEE

November 6, 2025

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

**RE: HCAC RENOVATIONS 2024
HATTIESBURG, MISSISSIPPI
CN 24-4121B**

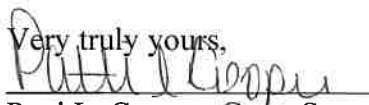
Gentlemen:

We hereby guarantee all work performed under the Contract for the above captioned project to be free from defective materials and workmanship for a period of one (1) year from Substantial Completion date or such longer period of time as may be called for in the Contract Documents for such portions of the work.

Within the guaranty period, if repairs or changes are needed in connection with guaranteed work which, in the opinion of the Owner, is rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract, the Contractor shall promptly, upon receipt of notice from and without expense to the Owner, place in satisfactory condition in every particular, all such guaranteed work, correct all defects to the building, site, equipment or contents there and make good all damages to the building, site, equipment, or contents therein which, in the opinion of the Owner, is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract. The Contractor shall make good any work, materials, equipment or contents of said buildings or site which may be disturbed by fulfilling any such guaranty.

If after notice, the Contractor fails to proceed promptly to comply with the terms of the guaranty, the Owner may have defects corrected and the Contractor and his Sureties shall be liable for all expense incurred.

All special guarantees applicable to definite parts of the work stipulated in the project manual or other documents forming part of the contract shall be subject to the terms of this paragraph during the first year of the life of such special guaranty.

Very truly yours,

Patti L. Cooper, Corp. Secretary

Sworn to before me, the undersigned authority, on the 6th day of November 2025.


Notary Public
My commission expires February 6, 2027





E Cornell Malone Corp
Malone Roofing Services, LLC
1 Commerce Drive, Suite 200
Hattiesburg, MS 39402
Phone: (601) 709-2391
Email: services@ecmalone.com

February 6, 2026

PROJECT: Hattiesburg American Bldg
825 Main Street
Hattiesburg, MS 39401

TO: ESSCO Air Conditioning & Heating
PO Box 111
Hattiesburg, MS 39403

CONTRACTOR: Malone Roofing Services
1 Commerce Drive, Suite 200
Hattiesburg, MS 39401
601-709-2391

RE: Manufacturer Certification

To Whom It May Concern:

This letter is to notify you that E Cornell Malone Corp is certified with the manufacturer Elevate and is good standing. Please see attached. E Cornell Malone Corp is also a certified manufacturer with Soperma. Please let me know if I need to request a form from the manufacturer. As certified installers, we are authorized to work on warrantied roofs.

Respectfully,

Rhonda Smith
Assistant Controller

Rhonda@ecmalone.com

Office: (601) 709-2391 Direct Office: (601) 658-9815 Cell: (601) 550-2951



2/6/2026
0040000364
E CORNELL MALONE CORPORATION
1 COMMERCE DRIVE, SUITE 200
HATTIESBURG, MS 39402

To Whom It May Concern:

Please be advised that E CORNELL MALONE CORPORATION is a licensed Elevate applicator in good standing with Amrize.

E CORNELL MALONE CORPORATION is authorized with Amrize for:

Licensed Metal Roofing Roll Form	Effective 1/30/2019
Licensed SkyPavers	Effective 3/14/1984
Licensed Asphalt Roofing	Effective 3/14/1984
Licensed EPDM Roofing	Effective 3/14/1984
Licensed Metal Roofing	Effective 3/26/1984
Licensed Thermoplastic Roofing	Effective 3/14/1984
Licensed Metal Roof Coating	Effective 3/14/1984
Licensed Garden Roof	Effective 3/14/1984
Licensed Daylighting	Effective 3/14/1984

Amrize is proud to include E CORNELL MALONE CORPORATION in our family of approved Elevate applicators.

Sincerely,

Michael Huber
Director, Warranty Services



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Sylvester London, Division Manager
cc: Kermas Eaton, City Clerk
Date: Tuesday, March 3, 2026
Re: Acknowledge receipt of the Two-Quote Docket.
File Number: 2026-138
Minute Book #

Summary

Acknowledge receipt of the unadvertised bid docket for the period of January 21, 2026 through February 23, 2026, covering purchases requiring the obtaining of a minimum of two (2) bids as defined in Section 31-71-13 (B) of the Mississippi Code.

Recommendation Statement

Attached is the unadvertised bid docket for the period of January 21, 2026 through February 23, 2026, 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 in the minutes of the City Council. Should there be any questions, please feel free to contact my office.

Please place this on the March 3, 2026 City Council meeting for consideration.

	A	B	C	D
1	SUCCESSFUL BID/ OTHER BID	PURCHASE ORDER	BID AMOUNT	ITEM DESCRIPTION
2				
3	VULCAN SIGNS	2601634	\$ 2,002.70	VULCAN STREET SIGNS
4	TRANTEX TRANSPORTATION PRODUCT		\$ 8,466.70	
5				
6	FORTNER FIRE AND BACKFLOW LLC	2601652	\$ 4,733.00	REPAIR SPRINKLER SYSTEM AT RSJ ART CENTER
7	SOUTHERN FIRE		\$ 5,900.00	
8				
9	JIM SERVICES SMITH	2601664	\$ 7,483.00	REPLACE GAS/ELECTRIC RTU FOR ENG BLD
10	AMERICAN AIR SPECIALISTS OF MS, INC		\$ 7,900.00	
11				
12	AB SUPPORT SERVICES	2601939	\$ 25,950.00	CLEANING SAFETY COMPLEX (HPD)
13	MURFF CLEANING SERVICES LLC		\$ 36,000.00	
14	HH CLEANING SERVICES LLC		\$ 36,000.00	
15				
16	EMERGENCY EQUIPMENT PROFESSIONAL INC	2601940	\$ 20,812.00	EQUIPMENT FOR 2 NEW DURANGOS
17	DANA SAFETY SUPPLY ING		\$ 21,326.57	



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2026

Page 1 of 1

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1013
125 Walnut St
Hattiesburg, MS 39401

Purchase Order Number 02601634-001
Purchase Order Date 01/30/2026
Department ENGINEERING

FID 64-6000432

Vendor 4555
VULCAN SIGNS
408 E BERRY AVE
PO BOX 1850
FOLEY, AL 36536-1850

CHANGE ORDER

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	SLONDON@HATTIESBURGMS.COM	4555	2601449	Heather Vance	

NOTES

VULCAN STREET SIGNS TWO-QUOTE MB# PENDING

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	US HWY 98 SINGEL SIDED GL #: 001191 - 554500	8.0000	EACH	\$66.5600	\$532.48
2	US HWY 98 DOUBLE SIDED GL #: 001191 - 554500	2.0000	EACH	\$99.9800	\$199.96
3	LAKE FORGETFUL SINGLE SIDED GL #: 001191 - 554500	2.0000	EACH	\$89.3400	\$178.68
4	LEFT ARROW HEGWOD RD JACKSON RD RIGHT ARROW SINGLE SIDED GL #: 001191 - 554500	1.0000	EACH	\$105.5900	\$105.59
5	GRAVEL PIT RD SINGLE SIDED GL #: 001191 - 554500	2.0000	EACH	\$81.2300	\$162.46
6	LEFT ARROW OLD HWY 11 KING RD RIGHT ARROW SINGLE SIDED GL #: 001191 - 554500	1.0000	EACH	\$105.5900	\$105.59
7	LAKEWOOD DR SINGLE SIDED GL #: 001191 - 554500	2.0000	EACH	\$81.2300	\$162.46
8	CROSS CREEK PKWY SINGLE SIDED GL #: 001191 - 554500	2.0000	EACH	\$105.5900	\$211.18
9	LEFT ARROW JACKSON RD HEGWOOD RD RIGHT ARROW SINGLE SIDED GL #: 001191 - 554500	1.0000	EACH	\$105.5900	\$105.59
10	LEFT ARROW KING RD OLD HWY 11 RIGHT ARROW GL #: 001191 - 554500	1.0000	EACH	\$105.5900	\$105.59

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price \$1,869.58

Purchase Order Total \$2,002.70

City Clerk



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2026

Page 1 of 1

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1013
125 Walnut St
Hattiesburg, MS 39401

Purchase Order Number **02601634**
Purchase Order Date **01/30/2026**
Department **ENGINEERING**

FID 64-6000432

Vendor 4555
VULCAN SIGNS
408 E BERRY AVE
PO BOX 1850
FOLEY, AL 36536-1850

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	VULCAN3@VULCANINC.COM	4555	2601449	Heather Vance	

NOTES

VULCAN STREET SIGNS

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	US HWY 98 SINGEL SIDED GL #: 001191 - 554500	8.0000	EACH	\$66.5600	\$532.48
2	US HWY 98 DOUBLE SIDED GL #: 001191 - 554500	2.0000	EACH	\$99.9800	\$199.96
3	LAKE FORGETFUL SINGLE SIDED GL #: 001191 - 554500	2.0000	EACH	\$89.3400	\$178.68
4	LEFT ARROW HEGWOD RD JACKSON RD RIGHT ARROW SINGLE SIDED GL #: 001191 - 554500	1.0000	EACH	\$105.5900	\$105.59
5	GRAVEL PIT RD SINGLE SIDED GL #: 001191 - 554500	2.0000	EACH	\$81.2300	\$162.46
6	LEFT ARROW OLD HWY 11 KING RD RIGHT ARROW SINGLE SIDED GL #: 001191 - 554500	1.0000	EACH	\$105.5900	\$105.59
7	LAKEWOOD DR SINGLE SIDED GL #: 001191 - 554500	2.0000	EACH	\$81.2300	\$162.46
8	CROSS CREEK PKWY SINGLE SIDED GL #: 001191 - 554500	2.0000	EACH	\$105.5900	\$211.18
9	LEFT ARROW JACKSON RD HEGWOOD RD RIGHT ARROW SINGLE SIDED GL #: 001191 - 554500	1.0000	EACH	\$105.5900	\$105.59
10	LEFT ARROW KING RD OLD HWY 11 RIGHT ARROW GL #: 001191 - 554500	1.0000	EACH	\$105.5900	\$105.59

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price

\$1,869.58

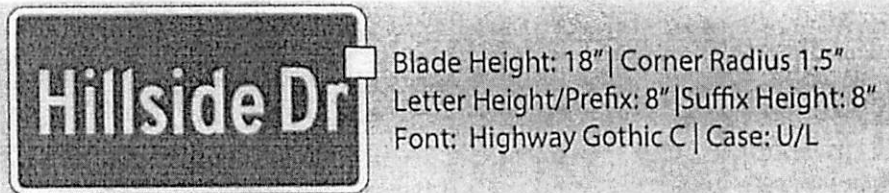
Purchase Order Total

\$2,002.70

City Clerk

City of Hattiesburg
Overhead Street Name Signs

Sample Layout



0.080" Flat Aluminum sheeting with DG3 reflective sheeting material

Street Name Sign	Quantity	Type	Unit Price	Extended Price
US Hwy 98	8	Single Sided	\$ 66.56	\$ 665.28
US Hwy 98	2	Double Sided	\$ 99.98	\$ 199.96
Lake Forgetful	2	Single Sided	\$ 89.34	\$ 178.68
[left arrow] Hegwood Rd Jackson Rd [right arrow]	1	Single Sided	\$ 105.59	\$ 105.59
[left arrow] Jackson Rd Hegwood Rd [right arrow]	1	Single Sided	\$ 105.59	\$ 105.59
Gravel Pit Rd	2	Single Sided	\$ 81.23	\$ 162.46
[left arrow] Old Hwy 11 King Rd [right arrow]	1	Single Sided	\$ 105.59	\$ 105.59
[left arrow] King Rd Old Hwy 11 [right arrow]	1	Single Sided	\$ 105.59	\$ 105.59
Lakewood Dr	2	Single Sided	\$ 81.23	\$ 162.46
Cross Creek Pkwy	2	Single Sided	\$ 105.59	\$ 211.18

TOTAL PRICE \$ 2002.70

Estimated Delivery 30-45 days





Vulcan Inc
410 E Berry Ave.
Foley, AL 36535
Tel 251-943-7000

QUOTE ACKNOWLEDGEMENT

CUSTOMER		ORDER	
Sold To: City Of Hattiesburg Purchasing Department Po Box 1898 Hattiesburg, MS 39401 Ship To: City Of Hattiesburg 125 Walnut St Hattiesburg, MS 39401-3543 USA		Order No: 71881 Ordered By: Cust PO No: quote Ship Via: Best Possible Way Building Name: Vulcan Signs Order Taker: Morgan Hobbs	Date: 1/27/2026 Phone: 601-545-4626 FOB: Destination Terms: Net 30 Inside Sales: Kristopher Raymond

Line No	Due Date	Customer Part	Description/Note	Freight Terms	Quantity	Units	Unit Price	Extended Price
1		D3-108048183930DSDP	D3-1 .080 x 48" x 18" Rectangle 3930DS DP Street Name (P3 1 1/2" Corner Round, No Holes) Us Hwy 98	PrePaid	8	Ea	\$66.5600	\$532.48
2		Quote Part Only	D3-1 .080 x 60" x 18" Rectangle 3930DS DP Street Name (P3 1 1/2" Corner Round, No Holes) Gravel Pit Rd Lakewood Dr	PrePaid	4	Ea	\$81.2300	\$324.92
3		025989D3-108066183930DSDP	D3-1 .080 x 66" x 18" Rectangle 3930DS DP Street Name (P3 1 1/2" Corner Round, No Holes) Lake Forgetful	PrePaid	2	Ea	\$89.3400	\$178.68
4		016072D3-108078183930DSDP	D3-1 .080 x 78" x 18" Rectangle 3930DS DP Street Name (P3 1 1/2" Corner Round, No Holes) Cross Creek Pkwy -King Rd/ Old Hwy 11- ☐ -Old Hwy 11/ King Rd- ☐ -Elgwood Rd/Jackson Rd- ☐ -Jackson Rd/Hegwood Rd- ☐	PrePaid	6	Ea	\$105.5900	\$633.54
5		Quote Part Only *	D3-1 .080 x 48" x 18" Rectangle 3930DS DP OF Street Name (P3 1 1/2" Corner Round, No Holes) Double Faced US Hwy 98	PrePaid	2	Ea	\$99.9800	\$199.96
Total								\$1,869.58
Grand Total								\$1,869.58

Notes

Price valid for 30 days
Estimated Delivery 30-45 days
CC: 601-545-4626
LIFT GATE DELIVERY
NO FORKLIFT/DOCK AVAILABLE
Delivery Hours Mon-Friday
7AM-3:30PM

Morgan Hobbs
1/28/2026



Trantex Transportation Product
1475 Beaulieu Lane
Port Allen, LA 70767
United States
P: (225) 224-0350

Quote

Page 1

Quote Number: QTE0013247

Quote Date: 01/26/26

Customer Service Rep: jsistrunk
Sales Rep: JBOLEN

BILL TO:

CITY OF HATTIESBURG
PO Box 1898
Hattiesburg Ms 39403-1898

SHIP TO:

Marybeth Berglin
CITY OF HATTIESBURG
PO Box 1898
Hattiesburg Ms 39403-1898

Notes: LEAD TIME 7-10 BUSINESS DAYS ARO AND PROOF APPROVAL PLUS SHIPPING.

Customer P.O.	Ship VIA	Terms	Shipping Terms	
OVERHEAD SIGN QUOTE	BESTWAY	NET30	Freight Destination	
Item Number	Ordered	Unit	Price	Extended Price
80M-50	8	EA	\$384.85	\$3,078.80
DROPSHIP: 18" CUSTOM STREET SIGN DG SINGLE SIDED US HWY 98				
80M-50	2	EA	\$384.85	\$769.70
DROPSHIP: 18" CUSTOM STREET SIGN DG DOUBLE SIDED US HWY 98				
80M-50	2	EA	\$384.85	\$769.70
DROPSHIP: 18" CUSTOM STREET SIGN DG SINGLE SIDED LAKE FORGETFUL				
80M-50	1	EA	\$384.85	\$384.85
DROPSHIP: 18" CUSTOM STREET SIGN DG SINGLE SIDED (LEFT ARROW)HEGWOOD RD/JACKSON RD(RIGHT ARROW)				
80M-50	1	EA	\$384.85	\$384.85
DROPSHIP: 18" CUSTOM STREET SIGN DG SINGLE SIDED (LEFT ARROW)JACKSON RD/HEGWOOD RD (RIGHT ARROW)				
80M-50	2	EA	\$384.85	\$769.70
DROPSHIP: 18" CUSTOM STREET SIGN DG SINGLE SIDED GRAVEL PIT RD				
80M-50	1	EA	\$384.85	\$384.85
DROPSHIP: 18" CUSTOM STREET SIGN DG SINGLE SIDED (LEFT ARROW)OLD HWY 11/KING RD (RIGHT ARROW)				
80M-50	1	EA	\$384.85	\$384.85
DROPSHIP: 18" CUSTOM STREET SIGN DG SINGLE SIDED (LEFT ARROW) KING RD/OLD HWY 11 (RIGHT ARROW)				
80M-50	2	EA	\$384.85	\$769.70
DROPSHIP: 18" CUSTOM STREET SIGN DG SINGLE SIDED LAKEWOOD DR				



Quote

Page 2

Trantex Transportation Product
1475 Beaulieu Lane
Port Allen, LA 70767
United States
P: (225) 224-0350

Quote Number: QTE0013247

Quote Date: 01/26/26

Customer Service Rep: jsistrunk
Sales Rep: JBOLEN

BILL TO:

CITY OF HATTIESBURG
PO Box 1898
Hattiesburg Ms 39403-1898

SHIP TO:

Marybeth Bergin
CITY OF HATTIESBURG
PO Box 1898
Hattiesburg Ms 39403-1898

Notes: LEAD TIME 7-10 BUSINESS DAYS ARO AND PROOF APPROVAL PLUS SHIPPING.

Customer P.O.	Ship VIA	Terms	Shipping Terms		
OVERHEAD SIGN QUOTE	BESTWAY	NET30	Freight Destination		
Item Number	Ordered	Unit	Price	Extended Price	
80M-50	2	EA	\$384.85	\$769.70	
DROPSHIP: 18" CUSTOM STREET SIGN DG SINGLE SIDED CROSS CREEK PKWY					

Quotations are valid for 30 days from the date of quotation.

Signature: _____

Printed Name: _____

Net Order:	\$8,466.70
Discount %	0%
Less Discount:	\$0.00
Freight:	\$0.00
Sales Tax:	\$0.00
Order Total:	\$8,466.70

1.5% FINANCE CHARGE FOR INVOICES OVER 60 DAYS.
TERMS & CONDITIONS APPLY AS STATED AT <https://translineinc.com/terms-and-conditions-of-sale/>
TRANTEX, INC. | PHONE 281-448-7711 | SALES@TRANTEXINC.COM

City of Hattiesburg
Overhead Street Name Signs

Sample Layout



Blade Height: 18" | Corner Radius 1.5"
Letter Height/Prefix: 8" | Suffix Height: 8"
Font: Highway Gothic C | Case: U/L

0.080" Flat Aluminum sheeting with DG3 reflective sheeting material

Street Name Sign	Quantity	Type	Unit Price	Extended Price
US Hwy 98	8	Single Sided	<u>384.85</u>	<u>3,078.80</u>
US Hwy 98	2	Double Sided	<u>384.85</u>	<u>769.70</u>
Lake Forgetful	2	Single Sided	<u>384.85</u>	<u>769.70</u>
[left arrow] Hegwood Rd Jackson Rd [right arrow]	1	Single Sided	<u>384.85</u>	<u>384.85</u>
[left arrow] Jackson Rd Hegwood Rd [right arrow]	1	Single Sided	<u>384.85</u>	<u>384.85</u>
Gravel Pit Rd	2	Single Sided	<u>384.85</u>	<u>769.70</u>
[left arrow] Old Hwy 11 King Rd [right arrow]	1	Single Sided	<u>384.85</u>	<u>384.85</u>
[left arrow] King Rd Old Hwy 11 [right arrow]	1	Single Sided	<u>384.85</u>	<u>384.85</u>
Lakewood Dr	2	Single Sided	<u>384.85</u>	<u>769.70</u>
Cross Creek Pkwy	2	Single Sided	<u>384.85</u>	<u>769.70</u>
TOTAL PRICE				<u>8,466.70</u>

[Handwritten signature]

Estimated Delivery 7-10 Bus Days
ARO + Proof
Approval
Plus shipping

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2601652

ITEM REPAIR SPRINKLER SYSTEM AT RSJ ART CENTER

BID #1

WINNING FORTNER FIRE AND BACKFLOW LLC

BID

AMOUNT \$4,733.00

BID #2

COMPANY SOUTHERN FIRE

BID

AMOUNT \$5,900.00

BID #3

COMPANY _____

BID

AMOUNT _____

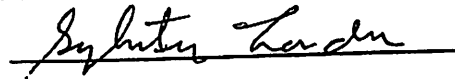
BID #4

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

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1004
220 West Front St
2nd Floor Jackie Dole Building
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2026

Page 1 of 1

Purchase Order Number **02601652**
Purchase Order Date **02/02/2026**
Department **COMMUNITY CENTERS**

FID 64-6000432

Vendor 52146
FORTNER FIRE AND BACKFLOW LLC
6401 MCDAVID DRIVE
THEODORE, AL 36582

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
601-436-2372	SERVICES@FORTNERFIRE.COM	52146	2601463	Luisa Alejo	

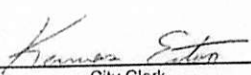
NOTES

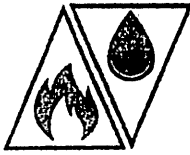
TWO QUOTE - REPAIR SPRINKLER SYS. AT RSJ ART CENTE

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	REPAIR SPRINKLER SYSTEM AT RSJ COMMUNITY ARTS CENTER GL #: 077650 - 635000	1.0000	EACH	\$4,733.0000	\$4,733.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price \$4,733.00
Purchase Order Total **\$4,733.00**


City Clerk



FORTNER FIRE

FortnerFire.com 601.436.2372
1240 Pete Miles Rd
Lucedale MS 39452

Fortner Fire Billing Address: 6401 McDavid Dr, Theodore, AL 36582

Date: 1/30/2025
Co: Hattiesburg Community Art Center
Attn: Management
Subject: Fire Sprinkler Repairs

THIS QUOTATION INCLUDES THE FOLLOWING SCOPE OF WORK:

- To perform recommended repairs per NFPA 25 that was found during the previous inspection.
- Materials and labor included.
- To perform a survey for installing sprinklers for unprotected areas. (Additional quote provided)

See report for deficiencies found (Southern Fire)

THIS QUOTATION EXCLUDES THE FOLLOWING:

- Pre-existing conditions or unforeseen issues.
- Alarm or electrical work
- Sheet Rock work.
- Anything not listed in the above.

QUOTE.... \$4,733 + tax (if not exempt) 50% down for new customers.

*Quote is good for 30 days, must be signed and returned before materials are ordered

CLARIFICATIONS:

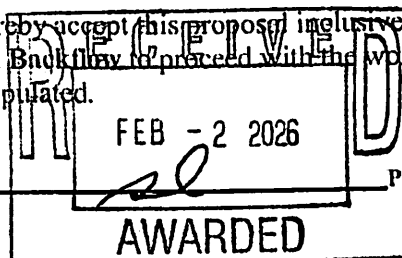
Note: Any extra parts, changes or unforeseen issues may be an additional charge. Unless specifically directed through specifications or written directions, the basis for our bid, proposal and agreement is to perform work in the usual and customary manner in accordance with standard industry practice. Contractor's tax may apply.

Payment Terms: Net 15

John Fortner
Fortner Fire and Backflow

ACCEPTANCE CLAUSE: I the undersigned do hereby accept this proposal inclusive of all terms and conditions and do hereby authorize Fortner Fire and Backflow to proceed with the work as describe and do hereby agree to pay for said work as herein before stipulated.

Print: _____ Co: _____ Phone: _____



Liability Clause

The Client acknowledges and expressly agrees that the Provider shall be exempt from and held harmless against any and all liabilities, claims, demands, lawsuits, actions, or damages of any kind arising directly or indirectly from the design, installation, testing, maintenance, operation, malfunction, failure, inspection, or use of the fire sprinkler system installed under this Agreement. The Client understands and accepts that the Provider's responsibilities are strictly limited to the specific obligations expressly stated in this Agreement, and the Provider makes no warranties, guarantees, or representations, expressed or implied, concerning the suitability, effectiveness, compliance, reliability, or safety of the installed fire sprinkler system.

Furthermore, the Client agrees to indemnify, defend, and hold harmless the Provider, its agents, employees, subcontractors, representatives, officers, directors, successors, and assigns from and against any liability, loss, damage, expense, cost (including reasonable attorney's fees and court costs), or claims for injury or damage to persons or property resulting from or related to the installed fire sprinkler system. This includes, but is not limited to, any damages arising from leaks, flooding, water damage, corrosion, equipment malfunction, faulty or insufficient fire suppression, incorrect operation, or delayed response during a fire or emergency.

The Client acknowledges that the effectiveness and proper function of the installed fire sprinkler system depend heavily upon factors beyond the Provider's control, including but not limited to water supply, pressure maintenance, environmental conditions, building construction, occupancy type, and proper ongoing maintenance. The Client assumes sole responsibility for maintaining, testing, inspecting, and operating the fire sprinkler system in compliance with all applicable local, state, and federal laws, regulations, and guidelines.

Additionally, the Client is solely responsible for providing, maintaining, and ensuring the safety and compliance of all lifts, scaffolds, platforms, or other necessary equipment and structures required for the installation, inspection, testing, maintenance, or repair of the fire sprinkler system by the Provider. The Client agrees to indemnify and hold harmless the Provider against any claims or liabilities arising from the failure, malfunction, or inadequacy of such provided equipment or structures.

This liability exclusion and indemnification shall survive the termination or expiration of this Agreement and shall remain in full force and effect indefinitely.

Hattiesburg
77 Richburg Road
Purvis, MS 39475
P: 601.264.9729
F: 601.264.9730



**SOUTHERN
FIRE**

Gulf Coast
10970 Old Hwy 67
D'Iberville, MS 39540
P: 228.392.2000
F: 228.392.5086

Date: 1-13-2026
Co: Hattiesburg Community Art Center
Attn: Management
Subject: Sprinkler Repairs

QUOTE.... \$5,900.00+ tax (If not exempt)
(All quotes are subject to a Contractors Tax/MPC, even if you are tax exempt)
(A 5% late fee will be charged to all accounts that are not paid in full 60 days past the invoice date)

THIS QUOTATION INCLUDES THE FOLLOWING SCOPE OF WORK:

- Labor and materials to make the following repairs
- Removal of tape from 18 sprinkler heads.
- Replacement of 2 sprinkler heads due to paint on them.
- 5-year FDC hydro testing 1 wall mounted 1 remote.
- 5-year internal pipe inspection on 2 systems.
- Replace 4 gauges.
- Replace 2 water flow switches that are not working properly.
- Replace 2 drain valves that are leaking.
- Replace 1" valve on inspector's test.
- Site survey to determine sprinkler head layout for areas missing coverage.

THIS QUOTATION EXCLUDES THE FOLLOWING:

- Pre-existing conditions or issues.
- All electrical work by others.
- Anything not listed in the above.

CLARIFICATIONS:

Note: Any extra changes, unforeseen issues or work may be an additional charge.
Southern Fire will issue a quote for needed sprinkler modifications after site survey is completed.

****PRICES ARE SUBJECT TO CHANGE AFTER 30 DAYS****

Unless specifically directed through specifications or written directions, the basis for our bid, proposal and agreement is to perform work in the usual and customary manner in accordance with standard industry practice.

We appreciate the opportunity of providing you with our quotation for this project. Please call if you have any questions.

Thanks

Southern Fire Sprinkler
Inspections, Sales & Service
Melinda@southernfiresprinkler.com

ACCEPTANCE CLAUSE: I the undersigned do hereby accept this proposal inclusive of all terms and conditions and do hereby authorize Southern Fire Sprinkler to proceed with the work as describe and do hereby agree to pay for said work as herein before stipulated.

By: _____ Title: _____ Date: _____

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2601664

ITEM REPLACE GAS/ELECTRIC RTU FOR ENG BLD

BID #1

WINNING JIM SERVICES SMITH

BID

AMOUNT \$7,483.00

BID #2

COMPANY AMERICAN AIR SPECIALISTS OF MS, INC

BID

AMOUNT \$7,900.00

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

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

Purchase Order

Fiscal Year 2026

Page 1 of 1

Purchase Order Number **02601664**
Purchase Order Date **02/03/2026**
Department **ENGINEERING**

FID 64-6000432

Vendor 4234
JIM SERVICES SMITH
PO BOX 17737
HATTIESBURG, MS 39404-2009

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
601-584-8400	CUSTOMERSERVICE@JIMSMITHSERVICES.COM	4234	2601473	Sharon Waits	

NOTES

2-QUOTE REPLACE GAS/ELECTRIC RTU FOR ENG BLD

PLEASE SEND INVOICE TO:
shensarling@hattiesburgms.com

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	2-QUOTE REPLACE GAS/ELECTRIC RTU UNIT FOR ENGINEERING BUILDING AS PER ATTACHED QUOTE #Q1312 GL #: 001203 - 635000	1.0000	EACH	\$7,483.0000	\$7,483.00

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 \$7,483.00

Purchase Order Total \$7,483.00

Jim Smith Services, Inc.
P.O. Box 17737
Hattiesburg, MS 39404



Phone: (601) 584-8400
customerservice@jimsmithservices.com
www.jimsmithservices.com

Quote #: q1312

Quote Date: 1/28/2026

Bill to
City Of Hattiesburg, MS
P. O. Box 1898
Hattiesburg, MS 39401

Ship to
Engineering Dept.
Front Street
Hattiesburg, MS 39401

Work Order Description
RTU on back close to the parking lott. Repair if possible,
quote new unit.

Quote Date: 1/28/2026

Quote Expiration Date: 2/27/2026

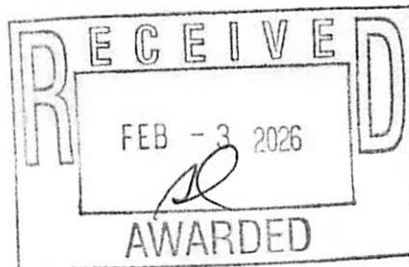
Item	Description	Quantity	Price	Amount
DESC	Remove and dispose of exiting RTU, install a new Rheem gas/electric RTU complete with all material and labor to complete the installation. Rheem limited factory warranty is five years on refrigerant coils and compressor, one year on parts, twenty years on the heat exchanger. Jim Smith Services, Inc limited warranty is two years workmanship and material.	1	\$0.00	\$0.00
part	Rheem gas package unit 208/240 single phase, with natural gas heating.	1	\$1,870.75	\$1,870.75
L	Labor	1	\$1,870.75	\$1,870.75
part	lifting services	1	\$1,870.75	\$1,870.75
part	Misc material, electrical, sealing supplies, electrical supplies	1	\$1,870.75	\$1,870.75
DESC	Quote expires in thirty days	1	\$0.00	\$0.00

Subtotal: \$7,483.00

Tax: \$0.00

Total: \$7,483.00

Payments: \$0.00



AMERICAN AIR SPECIALISTS OF MS, INC.

P.O. BOX 162
HATTIESBURG, MS 39403-0162
OFFICE (601)583-2575
FAX (601) 544-7746

02/02/26

TO: City of Hattiesburg

RE: City Engineering

ATTN: Betsy
bmerciere@hattiesburgms.com

Price to replace existing (3) ton gas heat/electric cool RTU with new Rheem. Price includes demo and disposal of existing unit, MOA, line and low voltage electrical, gas piping, lift services, labor and start-up.

Contract Price...\$7,900.00

Sincerely,

John Haynes

AMERICAN AIR SPECIALISTS of MS, Inc.

Accepted By: _____ Date: _____

The price may be withdrawn if not accepted in 7 to 10 days due to price fluctuation on materials.
All credit card payments are subject to a 2.75% convenience fee

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2601939

ITEM CLEANING SAFETY COMPLEX (HPD)

BID #1

WINNING AB SUPPORT SERVICES

BID

AMOUNT \$25,980.00

BID #2

COMPANY MURFF CLEANING SERVICES LLC

BID

AMOUNT \$36,000.00

BID #3

COMPANY HH CLEANING SERVICES LLC

BID

AMOUNT \$36,000.00

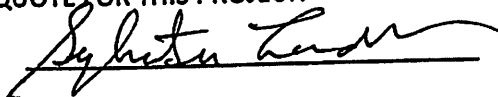
BID #4

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

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1032
#1 Government Plaza
Police Department
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2026

Page 1 of 1

Purchase Order Number 02601939

Purchase Order Date 02/23/2026

Department HATTIESBURG POLICE DEPARTMENT

FID 64-0000432

Vendor 2037
AB SUPPORT SERVICES
5891 HWY 49
STE 60, BOX 122
HATTIESBURG, MS 39402

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	MALCOLMCLARK@ABSUPPORTSERVICES.COM	2037	3606	Patrina Harper	

NOTES

CLEANING SAFETY COMPLEX/TWO QUOTE-HPD MB# PENDING

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	CLEANING OF POLICE SIDE OF SAFTEY COMPLEX (3) TIMES PER WEEK GL #: 001100 - 604900	12.0000	EACH	\$2,165.0000	\$25,980.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price \$25,980.00

Purchase Order Total \$25,980.00

City Clerk

AB Support Services
5891 US Hwy 49
STE 60 Box 122
Hattiesburg, Ms 39402

PROJECT: JANITORIAL SERVICES FOR Hattiesburg Police Department

NAME: AB Support Services

DELIVERY DATE: 2/5/2026

ADDRESS	QUANTITY	COST PER Mo	COST Per YR
HATTIESBURG Municipal Court 701 James St	3 x per week	\$2,165	\$25,980

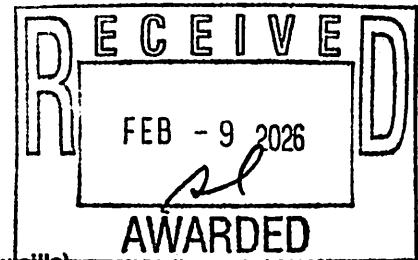
SIGNATURE: Malcolm Clark

Date: 2/5/2026

SCOPE OF WORK

First Floor

- Clean front lobby windows
- Push broom and mop the front lobby, stopping near the vending machine
- Push broom and mop hallways in "C" Building patrol area
- Clean and mop the "C" Building breakroom
- Remove and dispose of all trash
- Clean bathrooms in "A" Building and "C" Building
- Restock tissue and paper towels
- Clean accessible stairways



Second Floor

- Clean interview rooms and conference room (sweep, mop, and clean window sills)
- Push broom and mop all hallways
- Clean windows in walkways and back hallways
- Clean walkways on the second floor, including window sills near the elevator
- Clean bathrooms in "A" Building and "C" Building
- Restock tissue and paper towels
- Remove and dispose of all trash
- Clean accessible stairways

Third Floor

- Clean walkways on the third floor, including window sills near the elevator
- Push broom and mop hallways and elevator areas
- Clean bathrooms in C Building and A Building
- Restock tissue and paper towels
- Remove and dispose of all trash
- Clean kitchen area, including floors, tables, and trash removal
- Clean dispatch floor area and remove trash
- Clean stairways

Murff Cleaning Services LLC

601 422-8269

annamurff@gmail.com

Delivery Date: February 5, 2026

Proposal bid for janitorial services

Specifications for Cleaning Building at 701 James Street Hattiesburg, MS
(Hattiesburg Police Department)

This contract will be 1 year and can be terminated for default of services, if the vendor fails to meet their contractual obligations of keeping the building cleaned, or upholding the cleaning schedule.

The building is three (3) levels and HPD will provide all cleaning products and all supplies.

1st Floor

- Clean front lobby windows
- Push broom lobby and mop front lobby, stopping near the vending machine
- Push broom and mop hallways in "C" building in patrol area
- Clean and mop the "C" Building break room
- Remove and dispose of all trash
- Clean bathrooms in "A" Building and "C" Building
- Restock tissue and paper towels
- Clean accessible stairways

2nd Floor

- Clean interview rooms and conference room (sweep, mop and clean window sills)
- Push broom and mop all hallways
- Clean windows in walkways and back hallways
- Clean walk ways on second floor, including window sills near the elevator
- Clean bathrooms in "A" Building and "C" Building
- Restock tissue and paper towels
- Remove and dispose of all trash
- Clean accessible stairways

3rd Floor

- Clean walk ways on third floor, including window sills near the elevator
- Push broom and mop hallways and elevator areas
- Clean bathrooms in C Building and A Building
- Restock tissue and paper towels
- Remove and dispose of all trash
- Clean Kitchen area including floor, tables, and trash removal
- Clean dispatch floor area and remove trash
- Clean stairways

Cleaning is required three (3) times per week.

Bid Price per month: \$3000

Total for 1 year (Expires February 2027): \$36,000

Wesly Murff - Owner



HH CLEANING SERVICES LLC

34 Travis Road

Petal, MS 39465

(601) 470-8857

QUOTE

HATTIESBURG POLICE DEPARTMENT

Services To Be Performed Three Times Weekly:

Lobby, Hallways, Break Rooms, Conference Rooms, Dispatch, Community Relations, Gym, Muster Room, Stairwells, Kitchen, Locker Rooms

- 1) Dust all horizontal surfaces, desks, tables, telephones, file cabinets, chairs, windowsills, and telephones. Damp wipe as needed.**
- 2) Vacuum all carpeting, including carpet mats, in traffic lanes.**
- 3) Empty all trash receptacles and remove trash to a collection point. Replaces liners in trash receptacles. (Liners provided by client).**
- 4) Dust mop hard surface floors with a dust mop.**
- 5) Damp mop all hard surface floors.**
- 6) Damp wipe entrance and remove finger marks on entrance glass.**
- 7) Spot clean partition glass.**
- 8) Kitchen/Break Room- Damp wipe tables, chairs, counter, and exterior of appliances. Clean walls and cabinets if necessary. (Splash/Spill marks)**
- 9) Clean and polish drinking fountain/water dispenser.**

Restrooms

- 1) Stock towels, tissue and hand soap. (To be supplied by Client).
- 2) Empty sanitary napkin receptacles and damp wipe with disinfectant.
- 3) Empty trash receptacles and wipe if needed.
- 4) Clean and polish mirrors.
- 5) Wipe towel cabinet covers, dispensers, and changing tables (if applicable).
- 6) Toilets and urinals to be cleaned and disinfected inside and out.
- 7) Toilet seats to be cleaned on both sides and disinfected.
- 8) Scour and disinfect all basins.
- 9) Dust partitions, tops of mirrors, and frames.
- 10) Remove splash marks from walls around basins.
- 11) Wet mop and rinse restroom floors with disinfectant.

Services To Be Performed Weekly

Lobby, Hallways, Break Rooms, Conference Rooms, Dispatch, Community Relations, Gym, Stairwells, Muster Room, Locker Rooms, Kitchen

- 1) Dust all vertical surfaces of desk, file cabinets, chairs, tables, other furniture, and furnishings. Damp wipe as needed.
- 2) Dust baseboards, and ledges. Damp wipe as needed.
- 3) Vacuum all carpeting and carpet mats.
- 4) Damp mop all hard surface floors.

Services To Be Performed Monthly

Lobby, Hallways, Break Rooms, Conference Rooms, Dispatch, Community Relations, Gym, Stairwells, Muster Room, Locker Rooms, Kitchen

- 1) Accomplish all high dusting up to 12 feet, not reached in above-mentioned cleaning. (Task must be accomplished without the use of a ladder)

PRICING SCHEDULE

The serviced areas mentioned on the previous pages will be cleaned according to the cleaning schedule for a minimum monthly charge of:

MAINTENANCE- THREE TIMES PER WEEK

THREE THOUSAND DOLLARS (\$3000.00) PER MONTH

Contract Date is from January 1st, 2025 through September 31st, 2025.

HH Cleaning Services LLC is locally based and licensed by Forrest County to do business in Hattiesburg. HH Cleaning Services LLC is fully insured and has been proudly serving the Pine Belt since 2017.

DUNS # 066333114

Paula Henderson

Owner

12/11/2024

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2601940

ITEM EQUIPMENT FOR 2 NEW DURANGOS

BID #1

WINNING EMERGENCY EQUIPMENT PROFESSIONAL INC

BID

AMOUNT \$20,812.00

BID #2

COMPANY DANA SAFETY SUPPLY INC

BID

AMOUNT \$21,326.57

BID #3

COMPANY _____

BID

AMOUNT _____

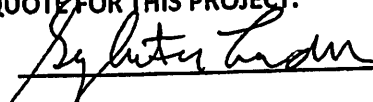
BID #4

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 2026

Page 1 of 2

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1032
#1 Government Plaza
Police Department
Hattiesburg, MS 39401

Purchase Order Number **02601940**
Purchase Order Date **02/23/2026**
Department **HATTIESBURG POLICE DEPARTMENT**

FID 64-6000432

Vendor 2733
EMERGENCY EQUIPMENT PROFESSIONAL INC
PO BOX 1739
SOUTHAVEN, MS 38671-1739

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	DLYLE@EPROINC.COM	2733	3607	Patrina Harper	

NOTES

EQUIPMENT FOR 2 NEW DURANGOS -HPD/TWO QUOTE

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	ITEM# WHM-9XS8EEEE WHEEL QUOTE#227363 GL #: 001100 - 638400	2.0000	EACH	\$1,520.0000	\$3,040.00
2	ITEM#WHM-C399SKIT-1SPKR CORES GL #: 001100 - 638400	2.0000	EACH	\$1,069.0000	\$2,138.00
3	ITEM# WHM-12E GL #: 001100 - 638400	4.0000	EACH	\$111.0000	\$444.00
4	ITEM#WH-TSS0E GL #: 001100 - 638400	4.0000	EACH	\$107.0000	\$428.00
5	ITEM#WHM-BS448 GL #: 001100 - 638400	2.0000	EACH	\$854.0000	\$1,708.00
6	ITEM#WES-36-4075 GL #: 001100 - 638400	2.0000	EACH	\$423.0000	\$846.00
7	ITEM# WES-36-6005W2 GL #: 001100 - 638400	2.0000	EACH	\$40.0000	\$80.00
8	ITEM# HVS. PKG-PSM -345 GL #: 001100 - 638400	2.0000	EACH	\$677.0000	\$1,354.00
9	HVS.C-VS-2300-DUR GL #: 001100 - 638400	2.0000	EACH	\$480.0000	\$960.00
10	HVS. C-ARM-102 GL #: 001100 - 638400	2.0000	EACH	\$87.0000	\$174.00

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 \$20,812.00
Purchase Order Total **\$20,812.00**

Purchase Order

Page 2 of 2

Purchase Order # 02601940

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
11	ITEM# HVS.CUP2-1001 GL #: 001100 - 638400	2.0000	EACH	\$55.0000	\$110.00
12	ITEM# HVS.C LP2-USB -BL2 GL #: 001100 - 638400	2.0000	EACH	\$131.0000	\$262.00
13	ITEM#PRG.B6702D18 GL #: 001100 - 638400	2.0000	EACH	\$495.0000	\$990.00
14	ITEM#WAY-78163B GL #: 001100 - 638400	2.0000	EACH	\$73.0000	\$146.00
15	ITEM# WHM-CEM16 GL #: 001100 - 638400	2.0000	EACH	\$167.0000	\$334.00
16	ITEM#MIS-SS GL #: 001100 - 638400	2.0000	EACH	\$150.0000	\$300.00
17	ITEM#LAB,PS01 LABOR GL #: 001100 - 638400	2.0000	EACH	\$2,850.0000	\$5,700.00
18	ITEM#PRG.PSSP6704D18A GL #: 001100 - 638400	2.0000	EACH	\$899.0000	\$1,798.00

Quantity Total:

Total Ext. Price

\$20,812.00

Purchase Order Total

\$20,812.00

Remit To:

EEP
PO BOX 1739
Southaven, MS. 38671
PH: (662) 280-4729
Fax: (662) 342-7251



QUOTE
227363

CUSTOMER NO.
876

BILL TO:

Hattiesburg City Of
Accounting Dept
P O Box 1898
Hattiesburg, MS 39403-1898

SHIP TO:

SAME AS BILL TO

PHONE: 601/554-1034
FAX: 601/545-4563

Visit our website at www.emergencyequipment.us

PAGE 4

DATE		SHIP VIA	F.O.B.	TERMS	
02/19/26		SHIP COMPLETE		NET 30 DAYS	
PURCHASE ORDER NUMBER		ORDER DATE	SALESPERSON		OUR QUOTE NUMBER
		02/19/26	DSL DSL		227363
QUANTITY	ITEM NUMBER	DESCRIPTION		UNIT PRICE	AMOUNT
REQUIRED	SHIPPED				
		Inc. will approve final pricing before the order is finalized. If the supplier to EEP modifies prices after the order has been submitted, the customer will have the right to cancel without penalty. JOB CAN BE COMPLETED WITHIN 60 BUSINESS DAYS OF RECEIVING PURCHASE ORDER. PRICE IS GOOD UNTIL 6/30/2026 SIGNED <u><i>Dan Lyle</i></u> DATED <u>2/20/26</u> TOTAL \$21,262.00			
Product Total	Discount	Freight	Taxable Amount	Tax	Misc. Amt.
20,812.00		450.00	20,812.00	0.00	
QUOTATION TOTAL					21,262.00

Terms and Conditions: Interest will be charged at the rate of 1 1/2% per month, or 18% annually on any unpaid balance. Customer agrees to pay reasonable attorney's fee and all other costs of collection after default. All orders received "As Ordered" and returned are subject to a 20% restocking fee. No returns are allowed without prior written approval from Emergency Equipment Professionals. All shortages and discrepancies must be reported to Emergency Equipment Professionals within 10 days of receipt of shipment. No cash refunds will be given.

Remit To:

EEP
PO BOX 1739
Southaven, MS. 38671
PH: (662) 280-4729
Fax: (662) 342-7251



QUOTE
227363

CUSTOMER NO.
876

BILL TO:

Hattiesburg City Of
Accounting Dept
P O Box 1898
Hattiesburg, MS 39403-1898

SHIP TO:

SAME AS BILL TO
INSTALLATION TO TAKE PLACE AT EMERGENCY
EQUIPMENT PROFESSIONALS MOBILE, ALABAMA
LOCATION
EEP
5237 HALLS MILL RD BLDG I
MOBILE, AL 36619

PHONE: 601/554-1034

Visit our website at www.emergencyequipment.us

PAGE 1

FAX: 601/545-4563

FAX: 601/545-4563		DATE		SHIP VIA		F.O.B.		TERMS	
02/19/26		SHIP COMPLETE				NET 30 DAYS			
PURCHASE ORDER NUMBER		ORDER DATE		SALESPERSON		OUR QUOTE NUMBER			
		02/19/26		DSL DSL		227363			
QUANTITY		ITEM NUMBER		DESCRIPTION		UNIT PRICE		AMOUNT	
REQUIRED	SHIPPED								
HOURS		MODEL#:		VIN#:					
MILES		SERIAL#:		PUMP#:					
UNIT#		NAME:		TRANS#:					
YEAR:		DATE SOLD:							
COMMENTS #1: 2026 DURANGO PATROL									
2		WHM-9XS8EEEE	WHELEN	9X 48" B/W-B/A		1,520.00		3,040.00	
				WHELEN EDGE LIGHTBAR 48"					
				BLUE/WHITE FRONT W/TAKEDOWNS					
				ALLEYS AND BLUE/AMBER REAR					
				INCLUDES MKAJ85 MOUNT KIT					
2		WHM-C399SKIT-1SPKR	CORES	REM CCTL7/C399RK/SA315		1,069.00		2,138.00	
				C399S REMOTE SIREN LIGHT CONTROL					
				SYSTEM					
				CCTL7 21 BUTTON REMOTE SIREN/LIGHT					
				CONTROLLER					
				C399K3 CANPORT CABLE FOR DURANGO					
				SA315U 100 WATT SPEAKER					
				SAK1 UNIVERSAL SPEAKER MOUNT					
4		WHM-I2E	DUO B/W	ION MULTI MOUNT BLK		111.00		444.00	
				2 BLUE/WHITE LIGHTS INTEGRATED					
				INTO FRONT OF PUSH BUMPER					
4		WHM-TSS0E	T-SERIES	SURFACEMT DUO BLU/WHT		107.00		428.00	
				LIGHTS MOUNTED ON SIDE OF PUSH					
				BUMPER					
2		WHM-BS448	Inner	Edge RST		854.00		1,708.00	
Product Total		Discount		Freight		Taxable Amount		Tax	
						Misc. Amt.		QUOTATION TOTAL	

Terms and Conditions: Interest will be charged at the rate of 1 1/2% per month, or 18% annually on any unpaid balance. Customer agrees to pay reasonable attorney's fee and all other costs of collection after default. All orders received "As Ordered" and returned are subject to a 20% restocking fee. No returns are allowed without prior written approval from Emergency Equipment Professionals. All shortages and discrepancies must be reported to Emergency Equipment Professionals within 10 days of receipt of shipment. No cash refunds will be given.

Remit To:

EEP
PO BOX 1739
Southaven, MS. 38671
PH: (662) 280-4729
Fax: (662) 342-7251



QUOTE
227363

CUSTOMER NO.
876

BILL TO:

Hattiesburg City Of
Accounting Dept
P O Box 1898
Hattiesburg, MS 39403-1898

SHIP TO:

SAME AS BILL TO

PHONE: 601/554-1034
FAX: 601/545-4563

Visit our website at www.emergencyequipment.us

PAGE 2

FAX: 601/545-4563		DATE		SHIP VIA		F.O.B.		TERMS					
02/19/26		SHIP COMPLETE				NET 30 DAYS							
PURCHASE ORDER NUMBER				ORDER DATE		SALESPERSON			OUR QUOTE NUMBER				
				02/19/26		DSL DSL			227363				
QUANTITY		ITEM NUMBER		DESCRIPTION			UNIT PRICE		AMOUNT				
REQUIRED	SHIPPED												
				RST REAR WINDOW LIGHTSTICK BLUE									
2		WES-36-4075		PUSH BUMPER ELITE 21+ DURANGO			423.00		846.00				
2		WES-36-6005W2		WES 23.5" 2 LIGHT CHANNEL ION			40.00		80.00				
				PUSH BUMPER LIGHT MASK									
2		HVS.PKG-PSM-345		PREM PKG NO HOLES 11+ DURANGO			677.00		1,354.00				
2		HVS.C-VS-2300-DUR		23" DURANGO CONSOLE PPV			480.00		960.00				
				INCLUDES FACEPLATES FOR									
				RADIO-PLEASE SPECIFY MODEL #									
				CAMERA DVR PLEASE SPECIFY M500 OR									
				4RFE									
				C-EB40-CCS-1P FOR WHELEN CONTROL									
				HEAD									
				CUSTOMER PROVIDED SPEAKER									
2		HVS.C-ARM-102		SIDE MOUNT ADJUSTABLE ARMREST			87.00		174.00				
2		HVS.CUP2-1001		SELF ADJUSTING DUAL CUP HOLDER			55.00		110.00				
2		HVS.C-LP2-USB-BL2		2"ACC PLT 2 PWR OUTS USB-C/A			131.00		262.00				
2		PRG.PSSP6704D18A		SPACE SAVER,CENTER SLIDING			899.00		1,798.00				
				POLY 18+ DURANGO									
				PARTITION - SPACE SAVER PLUS -									
				Center Sliding Poly Window									
				Includes Recessed Panel and Lower									
				Extension Panel									
2		PRG.B6702D18		1/4 POLY CARGO BARRIER			495.00		990.00				
				1/4" Poly, Cargo Barrier with									
				Filler Panels (PPV/SSV only)									
2		WAY-78163B		5032 BLUE SEA FUSE BLOCK			73.00		146.00				
2		WHM-CEM16		16 OUTLET EXPANSION MODULE WCX			167.00		334.00				
Product Total		Discount		Freight		Taxable Amount		Tax		Misc. Amt.		QUOTATION TOTAL	

Terms and Conditions: Interest will be charged at the rate of 1 1/2% per month, or 18% annually on any unpaid balance. Customer agrees to pay reasonable attorney's fee and all other costs of collection after default. All orders received "As Ordered" and returned are subject to a 20% restocking fee. No returns are allowed without prior written approval from Emergency Equipment Professionals. All shortages and discrepancies must be reported to Emergency Equipment Professionals within 10 days of receipt of shipment. No cash refunds will be given.

Remit To:

EEP
PO BOX 1739
Southaven, MS. 38671
PH: (662) 280-4729
Fax: (662) 342-7251



QUOTE
227363

CUSTOMER NO.
876

BILL TO:

Hattiesburg City Of
Accounting Dept
P O Box 1898
Hattiesburg, MS 39403-1898

SHIP TO:

SAME AS BILL TO

PHONE: 601/554-1034
FAX: 601/545-4563

Visit our website at www.emergencyequipment.us

PAGE 3

FAX: 601/545-4563		DATE		SHIP VIA		F.O.B.		TERMS	
02/19/26		SHIP COMPLETE				NET 30 DAYS			
PURCHASE ORDER NUMBER		ORDER DATE		SALESPERSON		OUR QUOTE NUMBER			
		02/19/26		DSL DSL		227363			
QUANTITY		ITEM NUMBER		DESCRIPTION		UNIT PRICE		AMOUNT	
REQUIRED	SHIPPED								
2		MIS-SS		SHOP SUPPLIES		150.00		300.00	
2		LAB, PS01		PUBLIC SAFETY LABOR		2,850.00		5,700.00	
				INSTALLATION OF ABOVE EQUIPMENT AND THE FOLLOWING CUSTOMER PROVIDED EQUIPMENT MOTOROLA RADIO AND ACCESSORIES RADIO SPEAKER MOTOROLA WATCHGUARD VIDEO SYSTEM BODY CAMERA CHARGING DOCK INSTALLATION TO TAKE PLACE AT EMERGENCY EQUIPMENT PROFESSIONALS 5237 HALLS MILL RD BUILDING I MOBILE, AL 36619 CUSTOMER TO PROVIDE TRANSPORTATION OF VEHICLES					
								----- 20,812.00	
				Please note: Invoices paid by Credit Card will have a 3% fee added to the Total Quote Amount shown below					
				Pricing quotes are estimates only. Due to volatility in material cost, pricing, surcharges, etc., orders will not be accepted until pricing is verified from the vendor. Both the purchaser and Emergency Equipment Professionals,					
Product Total		Discount		Freight		Taxable Amount		Tax	
								Misc. Amt.	
								QUOTATION TOTAL	

Terms and Conditions: Interest will be charged at the rate of 1 1/2% per month, or 18% annually on any unpaid balance. Customer agrees to pay reasonable attorney's fee and all other costs of collection after default. All orders received "As Ordered" and returned are subject to a 20% restocking fee. No returns are allowed without prior written approval from Emergency Equipment Professionals. All shortages and discrepancies must be reported to Emergency Equipment Professionals within 10 days of receipt of shipment. No cash refunds will be given.

Sales Quote

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Telephone: 800-845-0045

Sales Quote No.	614460-B
Customer No.	HATTIESB

Bill To:

CITY OF HATTIESBURG
ATTN: ACCOUNTS PAYABLE
PO BOX 1898
HATTIESBURG, MS 39403
United States

Ship To:

(For Pickup)
MANDEVILLE WAREHOUSE
22071 ALPHA BLVD
MANDEVILLE, LA 70471

Contact: Neal Rockhold
Telephone: (601) 506-4988
E-mail: nrockhold@hattiesburgms.com

Contact: Donnie Still
Telephone: 225-400-8323
E-mail: dstill@danasafetysupply.com

Quote Date		Ship Via		F.O.B.		Customer PO Number		Payment Method	
02/12/26		UPS GROUND FREIGHT		QUOTED FREIGHT				NET30	
Entered By			Salesperson			Ordered By		Resale Number	
Cody Malkiewicz			Cody Malkiewicz- Mandeville			SHANNON HARRIS		L0072848256	
Order Quantity	Approve Quantity	Tax	Item Number / Description				Unit Price	Extended Price	
2	2	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: DROP LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****				300.0000	600.00	
2	2	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: DROP				2,880.0000	5,760.00	
2- 2015 DODGE DURANGO SOS QSF# 130057									
Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days									

Print Date:	02/13/26
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Subtotal	20,576.57
Freight	750.00
Order Total	21,326.57

By accepting this quote/order, the customer expressly acknowledges and agrees that to the extent not expressly prohibited by law, and except to the extent arising from or relating to the gross negligence or willful misconduct of DSS, its agents or its employees, DSS shall not be liable to the customer, or any third party for any damage to the vehicle/products resulting from or arising out of any ACTS OF GOD, including without limitation, any fires, floods, earthquakes, tornados, hail or similar weather events.

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Telephone: 800-845-0045

Sales Quote

Sales Quote No	614460-B
Customer No	HATTIESB

Bill To

CITY OF HATTIESBURG
 ATTN: ACCOUNTS PAYABLE
 PO BOX 1898
 HATTIESBURG, MS 39403
 United States

Ship To

(For Pickup)
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 22071 ALPHA BLVD
 MANDEVILLE, LA 70471

Contact: Neal Rockhold
 Telephone: (601) 506-4988
 E-mail: nrockhold@hattiesburgms.com

Contact: Donnie Still
 Telephone: 225-400-8323
 E-mail: dstill@danasafetyupply.com

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
02/12/26	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Cody Malkiewicz		Cody Malkiewicz- Mandeville		SHANNON HARRIS	L0072848256	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	N	INFO VEHICLE INFORMATION Warehouse: DROP		0.0000	0.00
2	2	N	2025 DODGE DURANGO INFO EQUIPMENT AND INSTALLATION Warehouse: DROP		0.0000	0.00
1	1	N	INFO FRONT Warehouse: DROP		0.0000	0.00

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DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Sales Quote

Telephone: 800-845-0045

Sales Quote No.	614460-B
Customer No.	HATTIESB

Bill To:

CITY OF HATTIESBURG
 ATTN: ACCOUNTS PAYABLE
 PO BOX 1898
 HATTIESBURG, MS 39403
 United States

Ship To:

(For Pickup)
 MANDEVILLE WAREHOUSE
 22071 ALPHA BLVD
 MANDEVILLE, LA 70471

Contact: Neal Rockhold
 Telephone: (601) 506-4988
 E-mail: nrockhold@hattiesburgms.com

Contact: Donnie Still
 Telephone: 225-400-8323
 E-mail: dstill@danasafetysupply.com

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
02/12/26	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Cody Malkiewicz		Cody Malkiewicz- Mandeville	SHANNON HARRIS	L0072848256	
Order Quantity	Approve Quantity	Tax	Item-Number / Description	Unit Price	Extended Price
2	2	Y	MISC ENSLB01 VFU-5BU 54"/137cm 10-32 VOLT NFUSE LED LIGHT Warehouse: DROP 54"/137cm 10-32 VOLT NFUSE LED LIGHTBAR W/ 15' LIN DSC TECHNOLOGY /D12/D12/D12/D12/D12/D12/D12/D12/D12 /B_W/B_W/B_W/B_W/B_W/B_W/B_W/B_W/B_W [D12]-CLR-[D12]-CLR-[D12]-CLR-[D12]-CLR-[D12] [B_W]-CLR-[D12]-CLR-[D12]-CLR-[D12]-CLR-[D12] \D12\ [D12]\ [D12]\ [D12]\ [D12]\ [D12]\ [D12]\ [D12]\ [D12] \B_W\B_A\B_A\B_A\B_A\B_A\B_A\B_A\B_A\B_W/ Lenses - [D12]612P Programming - Default Programming Certs - No Certification Accessories - PNFLBSPLT1, AUTO-DIM Mount - Standard Fixed Height Mount (PNFLBK08) Hook - PNFLBF14 Vehicle - 2025 Dodge Durango	1,708.2100	3,416.42
2	2	Y	BK2168DUR21 SMC PB W/ 4 MPOWER LIGHTS RED/BLUE/WHITE Warehouse: DROP	825.3000	1,650.60
1	1	N	INFO SIDE Warehouse: DROP	0.0000	0.00

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Sales Quote

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 E-mail: dstill@danasafetysupply.com

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
02/12/26	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Cody Malkiewicz	Cody Malkiewicz- Mandeville	SHANNON HARRIS	L0072848256		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	Y	ESLRL6115E SOI, SL RUNNING, 61", 5MOD, B/W, 2CLR/DUO Warehouse: DROP SL Running Light, 61" - 5 Module, Dual Color Blue/White, Blue Print Compatible	292.2200	1,168.88
4	4	Y	PSLVBK04 Mounting Brackets for SL Runner: Durango Warehouse: DROP	37.4300	149.72
1	1	N	INFO REAR Warehouse: DROP	0.0000	0.00
4	4	Y	EMPS2QMS4E SOI, MPWR FASCIA, 4", QM, BLK HSG, BLU/WHT Warehouse: DROP NO SOI CONFIG ONLINE mpower® 4" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class I & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Blue/White TO BE MOUNTED ON REAR BUMPER ONE PER SIDE	108.2700	433.08

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DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Sales Quote

Telephone: 800-845-0045

Sales Quote No.	614460-B
Customer No.	HATTIESB

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ATTN: ACCOUNTS PAYABLE
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United States

Ship To

(For Pickup)
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22071 ALPHA BLVD
MANDEVILLE, LA 70471

Contact: Neal Rockhold
Telephone: (601) 506-4988
E-mail: nrockhold@hattiesburgms.com

Contact: Donnie Still
Telephone: 225-400-8323
E-mail: dstill@danasafety.com

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
02/12/26	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30	
Entered By:		Salesperson	Ordered By:	Resale Number	
Cody Malkiewicz		Cody Malkiewicz- Mandeville	SHANNON HARRIS	L0072848256	
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	MISC EMPTC01QP3 39" 6 Head Rear SAE mpower® Traffic Contror Warehouse: DROP 39" 6 Head Rear SAE mpower® Traffic Controller w/ 15' LIN DSC Technology (DRV) [T18][T18][T18][T18][T18][T18] (PAS) [BAW][BAW][BAW][BAW][BAW][BAW] Housing Color - Black Extrusion Lens Color - All Clear Lenses Accessories - PNFLBSPLT1 Mount Kit - PMPTCM07 (x2) X-Long 7-Hole	860.5500	1,721.10
1	1	N	INFO INTERIOR Warehouse: DROP	0.0000	0.00
2	2	Y	7170-0885-03 GJ, CONSOLE PKG, 2021-24 DURANGO, RMK TAB, 11.5" Warehouse: DROP printer mount console armrest cupholder mag phone mount computer mount	961.0400	1,922.08
2	2	Y	MISC 20549 GJ Faceplate- Watchguard 4RE Warehouse: DROP	13.8460	27.69

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DANA SAFETY SUPPLY, INC
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Sales Quote

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Sales Quote No.	614460-B
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 ATTN: ACCOUNTS PAYABLE
 PO BOX 1898
 HATTIESBURG, MS 39403
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(For Pickup)
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Quote Date		Ship Via		F.O.B.		Customer PO Number		Payment Method			
02/12/26		UPS GROUND FREIGHT		QUOTED FREIGHT				NET30			
Entered By			Salesperson			Ordered By			Resale Number		
Cody Malkiewicz			Cody Malkiewicz- Mandeville			SHANNON HARRIS			L0072848256		
Order Quantity	Approve Quantity	Tax	Item Number / Description					Unit Price	Extended Price		
2	2	Y	16932 GJ, FACE PLATE NERGY 400 SERIES Warehouse: DROP					18.3000	36.60		
2	2	Y	7160-1831 GJ MOTOROLA APX CONTROL FACEPLATE, ADJUSTABLE ANGLE Warehouse: DROP					23.7400	47.48		
2	2	Y	ETSA483CSP SOI 400 SERIES CONSOLE SIREN, W/PB, 100WATT single ton Warehouse: DROP nERGY 400 Series Console Siren w/ Button Control, 10-16v - 100 watt single-tone					382.3800	764.76		
2	2	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: DROP 100J series composite speaker w/ universal bail brkt-100 watt					173.4800	346.96		

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DANA SAFETY SUPPLY, INC
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GREENSBORO, NC 27409

Telephone: 800-845-0045

Sales Quote

Sales Quote No.	614460-B
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Quote Date		Ship Via		F.O.B.		Customer P.O. Number		Payment Method	
02/12/26		UPS GROUND FREIGHT		QUOTED FREIGHT				NET30	
Entered By			Salesperson			Ordered By		Resale Number	
Cody Malkiewicz			Cody Malkiewicz- Mandeville			SHANNON HARRIS		L0072848256	
Order Quantity	Approve Quantity	Tax	Item Number / Description				Unit Price	Extended Price	
2	2	Y	PK1126DUR11 SMC 10XL-RP CTD POLY PARTITION W/EXP MTL WINDOW COVER Warehouse: DROP VEHICLE - DODGE DURANGO YEAR - HORIZONTAL SLIDING WINDOW WITH EXPANDED METAL COVER OVER THE OPENING --- INCLUDES 2 PIECE LOWER PANELS EXTRA LEGROOM ON PASSENGER SIDE *****				804.3000	1,608.60	
2	2	Y	PK0123DUR112ND SMC 12VS VINYL CTD EXP MTL CARGO BARRIER 2011+ DURANGO Warehouse: DROP VEHICLE YEAR - DURANGO *****				461.3000	922.60	
2	2	N	INFO DEPARTMENT SUPPLIED TO BE INSTALLED Warehouse: DROP Motorola radio (department supplied) Radio speaker (department supplied) Motorola WatchGuard video system (department supplied) Body camera charging dock (department supplied)				0.0000	0.00	

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Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director, Dequandra Johnson
cc: Kermas Eaton, City Clerk
Date: Tuesday, March 3, 2026
Re: Approve and authorize issuance of manual checks for CDBG/HOME Claims per attached.
File Number: 2026-134
Minute Book #

Summary

Approve and authorize issuance of CDBG/HOME Claims per attached.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 3, 2026 City Council meeting for consideration.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

PROJECT: Katie Dabbs Community Center Renovations

APPLICATION No: 8

Distribution to:

X	OWNER
X	ARCHITECT
	CONTRACTOR
X	GC

FROM CONTRACTOR:
M&P CONSTRUCTION INC
130 Walker Circle
Richland, MS 39218

VIA ARCHITECT:
Landry Lewis Germany Architects, P.A.
5211 Old Highway 11
Hattiesburg, MS 39402

PERIOD TO: 12/26/2025 To 1/25/2026

PROJECT NO: CN 21-3823

CONTRACT FOR: General Construction

CONTRACT DATE: March 5th, 2025

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	1,045,000.00
2. Net change by Change Orders	\$	3,940.99
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	1,048,940.99
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	846,153.79
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	42,307.69
b. % of Stored Material (Column F on G703)	Included in above	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	42,307.69
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	803,846.10
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	756,825.38
8. CURRENT PAYMENT DUE	\$	47,020.72
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	245,094.89

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	(\$9,316.00)
Total approved this Month	\$13,256.99	\$0.00
TOTALS	\$13,256.99	(\$9,316.00)
NET CHANGES by Change Order	\$3,940.99	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: M&P CONSTRUCTION INC

By: Mariela Cancio/President

Date:

State of: MS

Subscribed and sworn to before me this

day of

County of: Rankin

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

\$47,020.72

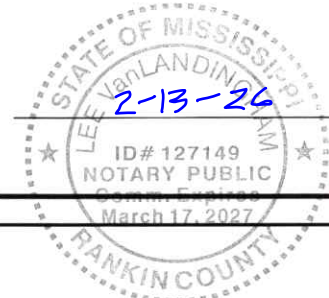
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

8

APPLICATION DATE:

2/5/2026

PERIOD TO:

12/26/2025 To 12/5/2026

ARCHITECT'S PROJECT NO:

CN 21-3823

ITEM NO.	DESCRIPTION OF WORK	WORK COMPLETED			MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
		TOTAL	ON PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1.-	GENERAL CONDITIONS	\$ 186,137.00							
1.1	Bond & Insurance	\$ 23,012.00	\$23,012.00	\$0.00	\$0.00	\$23,012.00	100%	\$0.00	\$1,150.60
1.2	Taxes (3.5%)	\$ 36,575.00	\$36,575.00	\$0.00	\$0.00	\$36,575.00	100%	\$0.00	\$1,828.75
1.3	Project management and coordination	\$ 25,000.00	\$17,500.00	\$2,000.00	\$0.00	\$19,500.00	78%	\$5,500.00	\$975.00
1.4	Mobilization	\$ 41,800.00	\$41,800.00	\$0.00	\$0.00	\$41,800.00	100%	\$0.00	\$2,090.00
1.5	Daily cleaning and waste management	\$ 5,500.00	\$4,500.00	\$500.00	\$0.00	\$5,000.00	91%	\$500.00	\$250.00
1.6	Final Cleaning	\$ 1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,000.00	\$0.00
1.7	Punch List (5%)	\$ 52,250.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$52,250.00	\$0.00
1.8	Closeout Docs.	\$ 1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,000.00	\$0.00
1.a	ALLOWANCES:	\$ 34,800.00							
1.a.1	Appliances Allowance	\$ 2,800.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,800.00	\$0.00
1.a.2	Door Hardware Allowance	\$ 16,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$16,000.00	\$0.00
1.a.3	Decorative Stained Glass Allowance	\$ 16,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$16,000.00	\$0.00
2.-	EXISTING CONDITIONS	\$ 29,470.00							
2.1	Moving and dispose of furniture	\$ 400.00	\$400.00	\$0.00	\$0.00	\$400.00	100%	\$0.00	\$20.00
2.2	Remove floor finishes (carpeting, vinyl, base and tile)	\$ 6,035.00	\$6,035.00	\$0.00	\$0.00	\$6,035.00	100%	\$0.00	\$301.75
2.3	Demo existing subfloor + framing	\$ 7,960.00	\$7,960.00	\$0.00	\$0.00	\$7,960.00	100%	\$0.00	\$398.00
2.4	Remove existing wall paneling, drywall & insulation	\$ 3,812.00	\$3,812.00	\$0.00	\$0.00	\$3,812.00	100%	\$0.00	\$190.60
2.5	Remove existing storefront entrance & exterior doors & frames	\$ 1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	\$50.00
2.6	Remove existing windows	\$ 1,600.00	\$1,600.00	\$0.00	\$0.00	\$1,600.00	100%	\$0.00	\$80.00
2.7	Remove millwork	\$ 650.00	\$650.00	\$0.00	\$0.00	\$650.00	100%	\$0.00	\$32.50
2.8	Remove Interior Doors & Frames	\$ 1,013.00	\$1,013.00	\$0.00	\$0.00	\$1,013.00	100%	\$0.00	\$50.65
2.9	Remove interior wall partitions	\$ 1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	\$50.00
2.10	Remove exterior concrete steps & walkway	\$ 1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100%	\$0.00	\$75.00
2.11	Remove wood stair, rails & framing	\$ 800.00	\$800.00	\$0.00	\$0.00	\$800.00	100%	\$0.00	\$40.00
2.12	Remove Toilet partitions & accessories	\$ 500.00	\$500.00	\$0.00	\$0.00	\$500.00	100%	\$0.00	\$25.00
2.13	Demo mezzanine access stair	\$ 1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	\$50.00
2.14	Demo water heater compartment	\$ 300.00	\$300.00	\$0.00	\$0.00	\$300.00	100%	\$0.00	\$15.00
2.15	Remove popcorn finish from gyp board ceiling	\$ 1,900.00	\$1,900.00	\$0.00	\$0.00	\$1,900.00	100%	\$0.00	\$95.00

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ITEM NO.	DESCRIPTION OF WORK	WORK COMPLETED			MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
		TOTAL	ON PREVIOUS APPLICATION (D + E)	THIS PERIOD					
2.-	EXISTING CONDITIONS (Cont...)	\$ 24,208.00							
2.16	Demo existing soffit, fascia, trims, flashing, etc.	\$ 1,300.00	\$1,300.00	\$0.00	\$0.00	\$1,300.00	100%	\$0.00	\$65.00
2.17	Demo existing siding	\$ 500.00	\$500.00	\$0.00	\$0.00	\$500.00	100%	\$0.00	\$25.00
2.17	Remove existing concrete paving	\$ 6,580.00	\$6,580.00	\$0.00	\$0.00	\$6,580.00	100%	\$0.00	\$329.00
2.18	Remove existing grass	\$ 1,508.00	\$1,508.00	\$0.00	\$0.00	\$1,508.00	100%	\$0.00	\$75.40
2.19	Remove existing asphalt paving	\$ 3,437.00	\$3,437.00	\$0.00	\$0.00	\$3,437.00	100%	\$0.00	\$171.85
2.20	Remove portion of concrete curb	\$ 500.00	\$500.00	\$0.00	\$0.00	\$500.00	100%	\$0.00	\$25.00
2.21	Demo existing brick sign	\$ 450.00	\$450.00	\$0.00	\$0.00	\$450.00	100%	\$0.00	\$22.50
2.22	Remove existing tree	\$ 4,433.00	\$4,433.00	\$0.00	\$0.00	\$4,433.00	100%	\$0.00	\$221.65
2.23	Equipment rental	\$ 5,500.00	\$5,500.00	\$0.00	\$0.00	\$5,500.00	100%	\$0.00	\$275.00
3.-	CONCRETE	\$ 51,784.00							
3.1	5' Sidewalk w/ 6x6 wwf, forming, rebars, joints, sealants (Material)	\$ 9,600.00	\$9,600.00	\$0.00	\$0.00	\$9,600.00	100%	\$0.00	\$480.00
3.2	5' Sidewalk w/ 6x6 wwf, forming, rebars, exp joints, sealants (Labor)	\$ 11,700.00	\$11,700.00	\$0.00	\$0.00	\$11,700.00	100%	\$0.00	\$585.00
3.3	6" Concrete Curb forming & finishing (Material)	\$ 5,012.00	\$5,012.00	\$0.00	\$0.00	\$5,012.00	100%	\$0.00	\$250.60
3.4	6" Concrete Curb forming & finishing (Labor)	\$ 1,591.00	\$1,591.00	\$0.00	\$0.00	\$1,591.00	100%	\$0.00	\$79.55
3.5	Concrete @ Entry and doorways (Material & Labor)	\$ 3,001.00	\$3,001.00	\$0.00	\$0.00	\$3,001.00	100%	\$0.00	\$150.05
3.6	Patch plumbing trenches (Mat & Labor)	\$ 2,205.00	\$2,205.00	\$0.00	\$0.00	\$2,205.00	100%	\$0.00	\$110.25
3.7	Concrete @ Assem. Room (footings,forming, rebars) (Mat & Labor)	\$ 8,163.00	\$8,163.00	\$0.00	\$0.00	\$8,163.00	100%	\$0.00	\$408.15
3.8	Concrete @ Exterior New Stair (forming, rebars) (Material)	\$ 3,512.00	\$3,512.00	\$0.00	\$0.00	\$3,512.00	100%	\$0.00	\$175.60
3.9	Concrete @ Exterior New Stair (forming, rebars) (Labor)	\$ 2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	\$100.00
3.10	Testing	\$ 5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	\$250.00
4.-	MASONRY	\$ 7,846.00							
4.1	Miscellaneous Wall Patching and Finish (Material & Labor)	\$ 1,900.00	\$950.00	\$950.00	\$0.00	\$1,900.00	100%	\$0.00	\$95.00
4.2	Cut, patch & Infill windows & doors openings (Mat & Labor)	\$ 1,616.00	\$1,616.00	\$0.00	\$0.00	\$1,616.00	100%	\$0.00	\$80.80
4.3	Infill void in ex Men's Restroom	\$ 450.00	\$450.00	\$0.00	\$0.00	\$450.00	100%	\$0.00	\$22.50
4.4	New doorway header and blocking	\$ 630.00	\$630.00	\$0.00	\$0.00	\$630.00	100%	\$0.00	\$31.50
4.5	8x8 CMU Blocks @ Assembly subfloor (Mat & Labor)	\$ 950.00	\$950.00	\$0.00	\$0.00	\$950.00	100%	\$0.00	\$47.50
4.6	Wash exterior brick veneer and prepare for paint (Mat & Labor)	\$ 2,300.00	\$2,300.00	\$0.00	\$0.00	\$2,300.00	100%	\$0.00	\$115.00
5.-	METALS	\$ 25,755.00							
5.1	Reinforce existing wood beam with steel channels (Mat & Labor)	\$ 3,350.00	\$3,350.00	\$0.00	\$0.00	\$3,350.00	100%	\$0.00	\$167.50
5.2	Exterior New Stair support columns (Material)	\$ 8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$8,000.00	\$0.00
5.3	Exterior New Stair support columns (Labor)	\$ 4,505.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$4,505.00	\$0.00
5.4	Exterior New Stair guardrails (Material + Labor)	\$ 9,900.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$9,900.00	\$0.00

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		TOTAL	ON PREVIOUS APPLICATION (D + E)	THIS PERIOD					
5.-	METALS (Cont..)	\$ 20,917.00							
5.5	Exterior New Stair stringers, landings and misc assem. (Material)	\$ 12,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$12,500.00	\$0.00
5.6	Exterior New Stair stringers, landings and misc assemblies (Labor)	\$ 3,800.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,800.00	\$0.00
5.7	Handrails @ Interior Stair (Material & Labor)	\$ 2,705.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,705.00	\$0.00
5.8	Handrails @ Stage Ramp (Material & Labor)	\$ 1,912.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,912.00	\$0.00
6.-	WOOD, PLASTICS & COMPOSITES	\$ 38,431.00							
6.1	Wall furring & blocking (Material & Labor)	\$ 1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	\$50.00
6.2	Wall wood framing 1st Floor (Material)	\$ 2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	\$100.00
6.3	Wall wood framing 1st Floor (Labor)	\$ 3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100%	\$0.00	\$150.00
6.4	Wall wood framing 2nd Floor (Material)	\$ 2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	\$100.00
6.5	Wall wood framing 2nd Floor (Labor)	\$ 3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100%	\$0.00	\$150.00
6.6	New subfloor @ Stage (joists, plywood, accessories (Mat & Labor)	\$ 6,502.00	\$6,502.00	\$0.00	\$0.00	\$6,502.00	100%	\$0.00	\$325.10
6.7	Interior Wood Stair Assembly, stringers, joists, plywood (Material)	\$ 2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100%	\$0.00	\$125.00
6.8	Interior Wood Stair Assembly, stringers, joists, plywood (Labor)	\$ 5,380.00	\$5,380.00	\$0.00	\$0.00	\$5,380.00	100%	\$0.00	\$269.00
6.9	Stained grade Tread & Risers (Material & Labor)	\$ 1,620.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,620.00	\$0.00
6.10	Window Sills (Material & Labor)	\$ 1,454.00	\$1,454.00	\$0.00	\$0.00	\$1,454.00	100%	\$0.00	\$72.70
6.11	Wall & Base Cabinets (Material & Labor)	\$ 4,020.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$4,020.00	\$0.00
6.12	Hard surface countertops (Material & Labor)	\$ 1,545.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,545.00	\$0.00
6.13	New fascia (Material & Labor)	\$ 1,800.00	\$1,435.00	\$365.00	\$0.00	\$1,800.00	100%	\$0.00	\$90.00
6.14	New Soffit (Material & Labor)	\$ 2,610.00	\$2,100.00	\$510.00	\$0.00	\$2,610.00	100%	\$0.00	\$130.50
7.-	THERMAL & MOISTURE PROTECTION	\$ 107,707.00							
7.1	Asphalt Shingle Roof Demo (Incl. felt, flashing, etc)	\$ 6,395.00	\$6,395.00	\$0.00	\$0.00	\$6,395.00	100%	\$0.00	\$319.75
7.2	Install 2"x4" Furring Strip	\$ 3,676.00	\$3,676.00	\$0.00	\$0.00	\$3,676.00	100%	\$0.00	\$183.80
7.3	Install Ice and Water underlayment	\$ 8,392.00	\$8,392.00	\$0.00	\$0.00	\$8,392.00	100%	\$0.00	\$419.60
7.4	Pre Finish Metal Roof & Accessories	\$ 66,212.00	\$57,856.00	\$0.00	\$0.00	\$57,856.00	87%	\$8,356.00	\$2,892.80
7.5	24 Ga. Steel Gutters & downspouts	\$ 7,366.00	\$5,892.80	\$0.00	\$0.00	\$5,892.80	80%	\$1,473.20	\$294.64
7.6	Equipment Rental	\$ 6,600.00	\$6,600.00	\$0.00	\$0.00	\$6,600.00	100%	\$0.00	\$330.00
7.7	Batt Insulation 1st Floor (Material)	\$ 2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	\$100.00
7.8	Batt Insulation 1st Floor (Labor)	\$ 2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	\$100.00
7.9	Batt Insulation 2nd Floor (Material)	\$ 1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	\$50.00
7.10	Batt Insulation 2nd Floor (Labor)	\$ 1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	\$50.00
7.11	Siding (Material)	\$ 1,100.00	\$1,100.00	\$0.00	\$0.00	\$1,100.00	100%	\$0.00	\$55.00
7.12	Siding (Labor)	\$ 900.00	\$900.00	\$0.00	\$0.00	\$900.00	100%	\$0.00	\$45.00
7.13	Interior and exterior caulking (Material & Labor)	\$ 1,066.00	\$1,066.00	\$0.00	\$0.00	\$1,066.00	100%	\$0.00	\$53.30

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		TOTAL	ON PREVIOUS APPLICATION (D + E)	THIS PERIOD					
8.-	DOORS AND WINDOWS	\$ 46,438.00							
8.1	Fixed Aluminum Storefront Windows (Material)	\$ 15,936.00	\$15,936.00	\$0.00	\$0.00	\$15,936.00	100%	\$0.00	\$796.80
8.2	Fixed Aluminum Storefront Windows (Labor)	\$ 4,886.00	\$4,886.00	\$0.00	\$0.00	\$4,886.00	100%	\$0.00	\$244.30
8.3	Aluminum Storefront Entrance Door (Material)	\$ 5,020.00	\$5,020.00	\$0.00	\$0.00	\$5,020.00	100%	\$0.00	\$251.00
8.4	Aluminum Storefront Entrance Door (Labor)	\$ 1,555.00	\$1,555.00	\$0.00	\$0.00	\$1,555.00	100%	\$0.00	\$77.75
8.5	Hollow Metal Frame (Material)	\$ 4,555.00	\$4,555.00	\$0.00	\$0.00	\$4,555.00	100%	\$0.00	\$227.75
8.6	Hollow Metal Frame (Labor)	\$ 2,546.00	\$2,546.00	\$0.00	\$0.00	\$2,546.00	100%	\$0.00	\$127.30
8.7	Hollow Metal Cased Opening Frames (Material)	\$ 710.00	\$710.00	\$0.00	\$0.00	\$710.00	100%	\$0.00	\$35.50
8.8	Hollow Metal Cased Opening Frames (Labor)	\$ 630.00	\$630.00	\$0.00	\$0.00	\$630.00	100%	\$0.00	\$31.50
8.9	Hollow Metal Doors (Material)	\$ 2,350.00	\$2,350.00	\$0.00	\$0.00	\$2,350.00	100%	\$0.00	\$117.50
8.10	Hollow Metal Doors (Labor)	\$ 800.00	\$800.00	\$0.00	\$0.00	\$800.00	100%	\$0.00	\$40.00
8.11	Premachined Wood Doors (Material)	\$ 4,950.00	\$4,950.00	\$0.00	\$0.00	\$4,950.00	100%	\$0.00	\$247.50
8.12	Premachined Wood Doors (Labor)	\$ 1,200.00	\$1,200.00	\$0.00	\$0.00	\$1,200.00	100%	\$0.00	\$60.00
8.13	Hardware installation (Labor)	\$ 1,300.00	\$1,300.00	\$0.00	\$0.00	\$1,300.00	100%	\$0.00	\$65.00
9.-	FINISHES	\$ 54,343.00							
9.1	Patch & Repair Gypsum wall board	\$ 1,000.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	100%	\$0.00	\$50.00
9.2	Gypsum Bd 1st Floor (hanged, taped & finish) (Material & Labor)	\$ 2,845.00	\$2,845.00	\$0.00	\$0.00	\$2,845.00	100%	\$0.00	\$142.25
9.3	Gypsum Bd 2nd Floor (hanged, taped & finish) (Material & Labor)	\$ 3,769.00	\$3,769.00	\$0.00	\$0.00	\$3,769.00	100%	\$0.00	\$188.45
9.4	Stairs Treads & Risers (Mat & Labor)	\$ 1,025.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,025.00	\$0.00
9.5	Floor preparation for new finishes 1st Floor (Material & Labor)	\$ 1,393.00	\$0.00	\$1,393.00	\$0.00	\$1,393.00	100%	\$0.00	\$69.65
9.6	Floor preparation for new finishes 2nd Floor (Material & Labor)	\$ 1,393.00	\$0.00	\$1,393.00	\$0.00	\$1,393.00	100%	\$0.00	\$69.65
9.7	Ceramic floor & base tile rooms 106, 107 & 108 (Material & Labor)	\$ 6,852.00	\$6,852.00	\$0.00	\$0.00	\$6,852.00	100%	\$0.00	\$342.60
9.8	LVT floor installation 1st Floor (Material & labor)	\$ 8,331.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	60%	\$3,331.00	\$250.00
9.9	LVT floor installation 2nd Floor (Material & Labor)	\$ 8,822.00	\$0.00	\$5,300.00	\$0.00	\$5,300.00	60%	\$3,522.00	\$265.00
9.10	Rubber Base installation 1st Floor (Material & Labor)	\$ 1,912.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,912.00	\$0.00
9.11	Rubber Base installation 2nd Floor (Material & Labor)	\$ 1,912.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,912.00	\$0.00
9.12	Acoustic ceiling room 102, 103, 104, (Material)	\$ 2,315.00	\$2,315.00	\$0.00	\$0.00	\$2,315.00	100%	\$0.00	\$115.75
9.13	Acoustic ceiling room 102, 103, 104, (Labor)	\$ 1,629.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,629.00	\$0.00
9.14	Acoustic ceiling room 105, 106, 107, 109, 111 (Material)	\$ 1,680.00	\$1,680.00	\$0.00	\$0.00	\$1,680.00	100%	\$0.00	\$84.00
9.15	Acoustic ceiling room 105, 106, 107, 109, 111 (Labor)	\$ 1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,500.00	\$0.00
9.16	Acoustic ceiling room 108, 110 (Material)	\$ 2,100.00	\$2,100.00	\$0.00	\$0.00	\$2,100.00	100%	\$0.00	\$105.00
9.17	Acoustic ceiling room 108, 110 (Labor)	\$ 1,850.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,850.00	\$0.00
9.18	Paint interior doors incl. frame and trim (Primer)	\$ 985.00	\$0.00	\$790.00	\$0.00	\$790.00	80%	\$195.00	\$39.50
9.19	Paint interior doors incl. frame and trim (2 coats)	\$ 1,760.00	\$0.00	\$1,400.00	\$0.00	\$1,400.00	80%	\$360.00	\$70.00
9.20	Paint interior walls Rooms 100, 102, 103 Primer (Mat & Labor)	\$ 1,270.00	\$1,010.00	\$0.00	\$0.00	\$1,010.00	80%	\$260.00	\$50.50

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		TOTAL	ON PREVIOUS APPLICATION (D + E)	THIS PERIOD					
9.-	FINISHES (Cont.)	\$ 22,568.00							
9.21	Paint interior walls Rooms 100, 102, 103 2 Coats (Mat & Labor)	\$ 2,630.00	\$2,100.00	\$0.00	\$0.00	\$2,100.00	80%	\$530.00	\$105.00
9.22	Paint interior walls Rooms 200, 201, 202 Primer (Mat & Labor)	\$ 1,283.00	\$1,025.00	\$0.00	\$0.00	\$1,025.00	80%	\$258.00	\$51.25
9.23	Paint interior walls Rooms 200, 201, 202 2 Coats (Mat & Labor)	\$ 2,245.00	\$1,800.00	\$0.00	\$0.00	\$1,800.00	80%	\$445.00	\$90.00
9.24	Paint siding (Mat & Labor)	\$ 800.00	\$0.00	\$800.00	\$0.00	\$800.00	100%	\$0.00	\$40.00
9.25	Paint miscellaneous interior wood, trim, casing (Mat & Labor)	\$ 1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,500.00	\$0.00
9.27	Paint exterior railing (Material & Labor)	\$ 1,005.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,005.00	\$0.00
9.28	Paint interior railing (Material & Labor)	\$ 1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,000.00	\$0.00
9.29	Paint exterior brick veneer (Material)	\$ 2,175.00	\$2,175.00	\$0.00	\$0.00	\$2,175.00	100%	\$0.00	\$108.75
9.30	Paint exterior brick veneer (Labor)	\$ 7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100%	\$0.00	\$375.00
9.31	Gyp Board Ceiling Paint 2nd Floor Primer (Mat & Labor)	\$ 910.00	\$725.00	\$0.00	\$0.00	\$725.00	80%	\$185.00	\$36.25
9.32	Gyp Board Ceiling Paint 2nd Floor 2 Coats (Mat & Labor)	\$ 1,520.00	\$1,220.00	\$0.00	\$0.00	\$1,220.00	80%	\$300.00	\$61.00
10.-	SPECIALTIES	\$ 11,480.00							
10.1	Exterior 24x24 Plaque (Material & Labor)	\$ 2,530.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,530.00	\$0.00
10.2	Women's RR Partitions (Mat & Labor)	\$ 2,700.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,700.00	\$0.00
10.3	Men's RR Partitions (Mat & Lab)	\$ 2,100.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,100.00	\$0.00
10.4	Toilet accessories (Mat & Labor)	\$ 2,260.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,260.00	\$0.00
10.5	Fire Extinguishers & Cabinets (Mat & Labor)	\$ 1,015.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,015.00	\$0.00
10.6	Interior Room Signs (Mat & Labor)	\$ 875.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$875.00	\$0.00
21.-	FIRE SUPPRESSION	\$ 64,890.00							
21.1	Sprinkler System Design	\$ 5,400.00	\$5,400.00	\$0.00	\$0.00	\$5,400.00	100%	\$0.00	\$270.00
21.2	Sprinkler System (Labor)	\$ 21,600.00	\$17,900.00	\$3,700.00	\$0.00	\$21,600.00	100%	\$0.00	\$1,080.00
21.3	Sprinkler System (Material)	\$ 32,400.00	\$29,200.00	\$3,200.00	\$0.00	\$32,400.00	100%	\$0.00	\$1,620.00
21.4	Sprinkler System Test & Trim	\$ 2,400.00	\$0.00	\$2,400.00	\$0.00	\$2,400.00	100%	\$0.00	\$120.00
21.5	Punch List (5%)	\$ 3,090.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,090.00	\$0.00
22.-	PLUMBING	\$ 28,258.00							
22.1	Plumbing Fixtures Demolition	\$ 1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100%	\$0.00	\$75.00
22.2	Plumbing Rough in (Materials)	\$ 5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	\$250.00
22.3	Plumbing Rough In (Labor)	\$ 6,002.00	\$6,002.00	\$0.00	\$0.00	\$6,002.00	100%	\$0.00	\$300.10
22.4	Plumbing Fixtures (Material)	\$ 9,750.00	\$0.00	\$9,750.00	\$0.00	\$9,750.00	100%	\$0.00	\$487.50
22.5	Plumbing Fixtures (Labor)	\$ 4,661.00	\$0.00	\$1,850.00	\$0.00	\$1,850.00	40%	\$2,811.00	\$92.50
22.6	Punch List (5%)	\$ 1,345.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,345.00	\$0.00
23.-	AIR CONDITIONER	\$ 19,330.00							
23.1	Mechanical Demo	\$ 6,350.00	\$6,350.00	\$0.00	\$0.00	\$6,350.00	100%	\$0.00	\$317.50
23.2	Ductwork (Material)	\$ 5,310.00	\$5,310.00	\$0.00	\$0.00	\$5,310.00	100%	\$0.00	\$265.50
23.3	Ductwork (Labor)	\$ 7,670.00	\$7,670.00	\$0.00	\$0.00	\$7,670.00	100%	\$0.00	\$383.50

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	WORK COMPLETED			MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
		TOTAL	ON PREVIOUS APPLICATION (D + E)	THIS PERIOD					
23.-	AIR CONDITIONER Cont...)	\$ 7,686.00							
23.4	Fans, grills, diffusers (Material)	\$ 3,200.00	\$3,200.00	\$0.00	\$0.00	\$3,200.00	100%	\$0.00	\$160.00
23.5	Fans, grills, diffusers (Labor)	\$ 3,200.00	\$3,200.00	\$0.00	\$0.00	\$3,200.00	100%	\$0.00	\$160.00
23.6	Punch List (5%)	\$ 1,286.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,286.00	\$0.00
26.-	ELECTRICAL	\$ 133,399.00							
26.1	Mobilization/Permit	\$ 6,670.00	\$6,670.00	\$0.00	\$0.00	\$6,670.00	100%	\$0.00	\$333.50
26.2	Coordination w/ MS Power	\$ 8,625.00	\$8,625.00	\$0.00	\$0.00	\$8,625.00	100%	\$0.00	\$431.25
26.3	Demolition	\$ 7,475.00	\$7,475.00	\$0.00	\$0.00	\$7,475.00	100%	\$0.00	\$373.75
26.4	Rough in Rooms 102, 103 & 104 (Material)	\$ 5,347.00	\$5,347.00	\$0.00	\$0.00	\$5,347.00	100%	\$0.00	\$267.35
26.5	Rough in Rooms 102, 103 & 104 (Labor)	\$ 6,900.00	\$6,900.00	\$0.00	\$0.00	\$6,900.00	100%	\$0.00	\$345.00
26.6	Rough in Classroom, Foyer, Restrooms & Food Prep Area (Material)	\$ 7,187.00	\$7,187.00	\$0.00	\$0.00	\$7,187.00	100%	\$0.00	\$359.35
26.7	Rough in Classroom, Foyer, Restrooms & Food Prep Area (Labor)	\$ 9,200.00	\$8,878.00	\$322.00	\$0.00	\$9,200.00	100%	\$0.00	\$460.00
26.8	Light Fixtures (Material)	\$ 10,350.00	\$10,350.00	\$0.00	\$0.00	\$10,350.00	100%	\$0.00	\$517.50
26.9	Light Fixtures (Labor)	\$ 8,625.00	\$3,462.50	\$5,162.50	\$0.00	\$8,625.00	100%	\$0.00	\$431.25
26.10	Service & distribution gear(panels, disconnects, meter (Material)	\$ 7,820.00	\$7,820.00	\$0.00	\$0.00	\$7,820.00	100%	\$0.00	\$391.00
26.11	Service & distribution gear(panels, disconnects, meter (Labor)	\$ 5,175.00	\$5,175.00	\$0.00	\$0.00	\$5,175.00	100%	\$0.00	\$258.75
26.12	Conduits, fittings, wire service & distribution installation	\$ 4,025.00	\$3,200.00	\$825.00	\$0.00	\$4,025.00	100%	\$0.00	\$201.25
26.13	Conduits, fittings & wire	\$ 4,485.00	\$3,600.00	\$885.00	\$0.00	\$4,485.00	100%	\$0.00	\$224.25
26.14	Fire alarm engineered submittals	\$ 5,750.00	\$5,750.00	\$0.00	\$0.00	\$5,750.00	100%	\$0.00	\$287.50
26.15	Fire alarm equipment materials	\$ 6,325.00	\$6,325.00	\$0.00	\$0.00	\$6,325.00	100%	\$0.00	\$316.25
26.16	Fire alarm equipment installed	\$ 4,830.00	\$4,830.00	\$0.00	\$0.00	\$4,830.00	100%	\$0.00	\$241.50
26.17	Fire alarm rough in (Materials)	\$ 4,715.00	\$4,715.00	\$0.00	\$0.00	\$4,715.00	100%	\$0.00	\$235.75
26.18	Fire alarm rough in (Labor)	\$ 10,350.00	\$10,350.00	\$0.00	\$0.00	\$10,350.00	100%	\$0.00	\$517.50
26.19	Wiring Devices (Materials)	\$ 1,150.00	\$1,150.00	\$0.00	\$0.00	\$1,150.00	100%	\$0.00	\$57.50
26.20	Wiring Devices (Labor)	\$ 1,725.00	\$1,725.00	\$0.00	\$0.00	\$1,725.00	100%	\$0.00	\$86.25
26.21	Punch List	\$ 5,750.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$5,750.00	\$0.00
26.22	Closeout Documentation	\$ 920.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$920.00	\$0.00
31.-	EARTHWORK	\$ 38,830.00							
31.1	Erosion control fence (Material & Labor)	\$ 855.00	\$855.00	\$0.00	\$0.00	\$855.00	100%	\$0.00	\$42.75
31.2	Stripping and stockpile of topsoil	\$ 7,665.00	\$7,665.00	\$0.00	\$0.00	\$7,665.00	100%	\$0.00	\$383.25
31.3	Haul debris & compact subgrade	\$ 8,268.00	\$8,268.00	\$0.00	\$0.00	\$8,268.00	100%	\$0.00	\$413.40
31.4	Excavate & Grading to planned elevations	\$ 4,250.00	\$4,250.00	\$0.00	\$0.00	\$4,250.00	100%	\$0.00	\$212.50
31.5	Import crushed aggregate (Mat & Labor)	\$ 8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	100%	\$0.00	\$400.00
31.6	Compaction	\$ 5,280.00	\$5,280.00	\$0.00	\$0.00	\$5,280.00	100%	\$0.00	\$264.00
31.7	Soil Treatment	\$ 2,012.00	\$2,012.00	\$0.00	\$0.00	\$2,012.00	100%	\$0.00	\$100.60
31.8	Testing	\$ 2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100%	\$0.00	\$125.00

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	WORK COMPLETED			MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
		TOTAL	ON PREVIOUS APPLICATION (D + E)	THIS PERIOD					
32.-	EXTERIOR IMPROVEMENTS	\$ 92,723.00							
32.1	Asphalt paving (Material)	\$ 45,000.00	\$45,000.00	\$0.00	\$0.00	\$45,000.00	100%	\$0.00	\$2,250.00
32.2	Asphalt paving (Labor)	\$ 35,613.00	\$35,613.00	\$0.00	\$0.00	\$35,613.00	100%	\$0.00	\$1,780.65
32.3	Striping (Material & Labor)	\$ 2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	\$100.00
32.4	Signage (Material & Labor)	\$ 3,810.00	\$3,810.00	\$0.00	\$0.00	\$3,810.00	100%	\$0.00	\$190.50
32.5	Soding new green space (Material)	\$ 3,100.00	\$3,100.00	\$0.00	\$0.00	\$3,100.00	100%	\$0.00	\$155.00
32.6	Soding new green space (Labor)	\$ 3,200.00	\$3,200.00	\$0.00	\$0.00	\$3,200.00	100%	\$0.00	\$160.00
	CHANGE ORDERS	\$ 3,940.99							
C.O#1	Interior Doors, Frames & Hardware	\$ (9,316.00)	(\$9,316.00)	\$0.00	\$0.00	(\$9,316.00)	100%	\$0.00	\$0.00
C.O#2	HVAC wiring & detectors	\$ 13,256.99	\$13,256.99	\$0.00	\$0.00	\$13,256.99	100%	\$0.00	\$662.85
	TOTAL CONTRACT AMOUNT	\$ 1,050,940.99	\$796,658.29	\$49,495.50	\$0.00	\$846,153.79	81%	\$204,787.20	\$42,307.69

Landry Kitchens Germany Architects, P.A.
 5211 Old Highway 11
 Hattiesburg, Mississippi 39402
 Phone: 601-271-7711

INVOICE

CN 21-3823-015

February 16, 2026

RE:

City of Hattiesburg
 200 Forrest Streete
 Hattiesburg, MS, 39401

Katie Dabbs Community Center Renovations
 Hattiesburg, MS

ATTN: annjones@hattiesburgms.com / djohnson@h

For Professional Services Rendered

Fee Structure Basis for Design Services:

Percentage of Construction Cost

For Professional Services Rendered from	December 26, 2025	through	January 25, 2026
Est. Construction Cost:*	\$ 1,048,940.99	Percentage Fee	8.00%

Percentage Design Services						
Phase of Work	% of Fee		Phase Fee*		% Complete	Current Status*
Schematic Design	15%	=	\$ 12,587.29	X	100%	= \$ 12,587.29
Design Development	20%	=	\$ 16,783.06	X	100%	= \$ 16,783.06
Construction Documents	40%	=	\$ 33,566.11	X	100%	= \$ 33,566.11
Bidding and Negotiation	5%	=	\$ 4,195.76	X	100%	= \$ 4,195.76
Construction**	20%	=	\$ 16,783.06	X	77%	= \$ 12,861.54
Totals*	100%	=	\$ 83,915.28		Total Earned	= \$ 79,993.76
					Less Previous Invoiced	= \$ 79,241.43
					Total Percentage Invoice	= \$ 752.33

*Upon determination of updated estimated cost of actual construction cost, this amount will be adjusted.

**Monthly invoice based upon contractors percentage of completion.

***Alternates Not Accepted and Deduct Change Orders are invoiced through Bidding and Negotiating Services - not in Construction.

Construction Administration Services Detail							
Contractor	Base Bid*	Alternates			Change Orders		Total Contract**
		Accepted*	Not Accepted***	Add	Deduct***		
M&P Construction	\$ 1,045,000.00	\$ -	\$ -	\$ 3,940.99	\$ -	=	\$ 1,048,940.99
					Total Earned Less Retainage	=	\$ 803,846.10
					Less Previous Applications for Payment	=	\$ 756,825.38
					Total Due Current Contractor Application for Payment	=	\$ 47,020.72

Hourly Services Plus Expenses and Reimbursables						
Title	Hours	X		Rate/Hour	=	Total
Principal/Architect	0	X	\$	200.00	=	\$ -
Project Manager	0	X	\$	180.00	=	\$ -
Construction Administrator	0	X	\$	180.00	=	\$ -
Senior Drafting	0	X	\$	165.00	=	\$ -
Drafting	0	X	\$	115.00	=	\$ -
Clerical	0	X	\$	90.00	=	\$ -
Consultants	See attached copies of consultant invoices					\$ -
Reimbursable Expenses	See attached for detail.					\$ -
Total Due Hourly Services Plus Expenses and Reimbursables						\$ -

Total Amount Due this Invoice **\$ 752.33**

Thank you for your business. Please complete the payment for your project.

Invoice #8 UNPAID



Prepared for
Kendrick Laster
djohnson@hattiesburgms.com

Cardinalbama LLC
3498 McClendon Chapel Rd.
Bessemer, AL 35022

Due date:
February 28, 2026

Provided by
Jody Tropeano
205-230-1210
jodytrop@gmail.com

Scope of work:
Jamestown rd mitigation system

Products and services

Base mitigation system	
Mitigation system installation	
\$3,200.00 x 1	\$3,200.00
Travel	
Charge per hour beyond first hour	
\$200.00 x 5.5	\$1,100.00
Subtotal	\$4,300.00
Discount	\$0.00
Fees	\$0.00
Taxes	\$0.00
<i>Tax rates will only apply to taxable line items.</i>	

Total **\$4,300.00**



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Russell Archer
cc: Wiley Quinn, Urban Development Director, Ann Jones
Date: Tuesday, March 3, 2026
Re: Acknowledge no proposals were received on February 19, 2026, for Request for Proposals for Consultant Services to conduct a Historic Survey and prepare a National Register nomination for the Hattiesburg Historic District, pursuant to Miss. Code Ann. § 39-13-5(a) and authorize re-advertisement for the same.
File Number: 2026-41
Minute Book #

Summary

Approve publication of a Request for Proposals (RFP) for consultant services to conduct a Historic Survey and prepare a National Register nomination for the Hattiesburg Historic District, consistent with the City's Certified Local Government (CLG) responsibilities, pursuant to Miss. Code Ann. § 39-13-5(a) and Miss. Admin. Code, Title 16, Part 3, Chapter 8, Rule 8.3(C)(3)–(4).

Recommendation Statement

I recommend approval of this item.

Please place this on the March 3, 2026 City Council meeting for consideration.

REQUEST FOR PROPOSALS

INFORMATION TO BIDDERS

Specifications for Historic Survey and National Register Nomination for the Hattiesburg Historic Neighborhood District

1. OBJECTIVE

The City of Hattiesburg, Mississippi, is accepting proposals for an architectural intensive-level historic survey of the Hattiesburg Historic Neighborhood District of the City, including the area previously listed on the National Register of Historic Places as the Hattiesburg Historic Neighborhood. The total area to be surveyed contains **approximately 408 structures**.

The survey will consist of archival research and photographic documentation of the area outlined on the attached map as the “Proposed Hattiesburg Historic Neighborhood National Register District”. The documentation produced shall adequately explain and illustrate the historical significance of each structure, shall be prepared accurately from reliable sources, and shall be clearly and concisely produced. Hattiesburg received designation as a Certified Local Government (CLG) in Mississippi in 1988. As such, all products of this project will be reviewed by staff at the Mississippi Department of Archives and History (MDAH), and must meet the standards for survey established by MDAH. The National Register historic district nomination will also be prepared according to the guidelines promulgated by the National Register office and in the format specified by the Historic Preservation Division.

The City of Hattiesburg is located in Forrest County, Mississippi. Previous architectural history research in the Hattiesburg Historic Neighborhood led to the listing of the District to the National Register of Historic Places in 1980. The Historic Preservation Division of MDAH possesses background information for some additional historic buildings in the city, including historic photographs and some historical research. Resources to be surveyed include mostly residential, but also commercial, educational, religious, and governmental properties. Historic resources vary in age from late 19th-century to mid 20th-century.

2. SCOPE OF WORK

Preparation of the project should involve four (4) major phases including:

- A. Field work;
- B. Development and implementation of a public participation process; and
- C. Production of documentation.
- D. Presentation of National Register nomination to the Mississippi Historic Preservation Professional Review Board

A. Field Work

Field work shall be conducted to assess the character of the district. This phase will involve documenting properties at the intensive level. Documentation shall be prepared using the most recent version of the Historic Resources Inventory form of the Department of Archives and History of the State of Mississippi and shall meet their survey standards (attached).

Each documentation form shall record a single property, including primary and secondary resources, and shall require at least one photograph. Photographs of the properties shall accompany the inventory forms and shall meet the standards cited in the most current version of the National Park Service's *National Register of Historic Places Photographic Policy*. Digital images of each property shall also be submitted to MDAH according to their standards. A complete set of hard copies of each HRI form with accompanying photographs shall be provided to the City of Hattiesburg.

All properties in the project area will be documented, regardless of the age or the condition of the property, including those considered non-contributing as well as contributing to the historic district.

B. Public Participation

The consultant should develop a process to present the above gathered information and engage the residents of and the property owners in the district in developing a historic survey of the area. This process should involve public meetings and include the following groups:

- i. Hattiesburg Historic Neighborhood Association
- ii. Hattiesburg Historic Conservation Commission
- iii. City of Hattiesburg Urban Development Department
- iv. State of Mississippi Department of Archives and History

The City of Hattiesburg, through the Historic Conservation Commission, will be responsible for planning and holding the meeting.

A public meeting about the potential National Register District is also required and must include staff from the Mississippi Department of Archives and History.

C. Deliverables

The deliverables created as a result of the survey will include:

- i. Two sets of complete documented packages for each property Surveyed. One set (digital + hard copy) shall be sent to the State Department of Archives and History and the second set (digital +

hard copy) shall be submitted to the City of Hattiesburg, Planning Division.

- ii. One completed National Register Nomination.

D. Board Presentation

The consultant should undertake all necessary steps to present the National Register nomination to the Mississippi Historic Preservation Professional Review Board at their next quarterly meeting following the satisfactory completion of the National Register nomination form.

3. SCHEDULE

All work performed under a contract shall be completed and transmitted to the State Department of Archives and History for review no later than **August 31, 2026.** The consultant is expected to keep the City of Hattiesburg's Urban Development Department and the State Department of Archives and History informed of the status of the project on a regular basis.

4. SERVICES PROVIDED BY THE CITY OF HATTIESBURG

The City of Hattiesburg shall provide access to any relevant maps, data, and studies in its possession that pertain to this project.

5. PROFESSIONAL REQUIREMENTS

The minimum professional qualifications of principal and/or major associates who will perform the work on the project are:

- I. Graduate degree in architectural history, urban planning, architecture, historic preservation or closely related field;
- II. Demonstrated experience in the preparation of design review guidelines or urban planning documents, as well as professional experience in research, documentation, and the architectural description of historic resources and neighborhoods.
- III. Minimum of two (2) years experience in research, writing, or teaching American architectural history, historic preservation, architecture or planning with an academic institution, historical organization/agency, or other professional institution.
- IV. Notable contribution through research and publication to the body of scholarly knowledge in the field of historic preservation, American architectural history, or urban planning.

6. SUBMITTALS

- I. Consultants are asked to respond to the requirements below and illustrate why

they are qualified and how the objectives of the proposed work would be fulfilled.

- A. Professional qualifications including, but not limited to: historic preservation planning; architecture or American architectural history; urban planning; American studies; or any equivalent experience that demonstrates the specialized experience and technical competence necessary to satisfactorily perform the required services.
 - B. Detail and technical approach of the proposed work plan.
 - C. Capacity to accomplish the work in the required time frame.
 - D. Past performance on similar contracts with public and semi-public agencies and private industry in terms of cost control, quality of work, and compliance with performance schedules.
 - E. Knowledge of the preparation of historic surveys and National Register nominations.
- II. Six (6) copies of the proposal must be received on or before **Thursday, March 26, 2026, at 10:00 A.M.** Proposals should be mailed to:

City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898

Proposals may also be hand-delivered to the following address:

City of Hattiesburg
City Clerk's Office (2nd Floor of City Hall)
200 Forrest Street
Hattiesburg, MS 39401

All questions regarding this RFP shall be submitted via email. Inquiries will be answered and replies sent to all:

Russell Archer
Historic Preservation Planner
rarcher@hattiesburgms.com

- III. Proposals must contain a detailed cost estimate of the project, including a breakdown of the number of hours required to perform each major task and the number of individuals assigned to the project, estimated travel expenses, and an itemization of materials required.
- IV. Before sending in a bid for this project, the consultant is expected to have reviewed the attached Survey Standards and other requirements for the project and to have made all estimates accordingly. **Once the project has been awarded**

and the contract signed, the consultant will be held to the Survey Standards and no excuses for work that does not meet these Standards will be accepted.

7. SELECTION CRITERIA

- I. A selection committee will be formed to evaluate and rank all proposals. The committee reserves the right to use the selection criteria and process as a guide only.
- II. A consultant will be selected on the basis of the following criteria:
 - A. Educational Background – 10 points
 - B. Professional Qualifications – 30 points
 - C. Work Experience – 30 points
 - D. Previous Job Performance – 15 points
 - E. Timeliness of the Project – 15 points

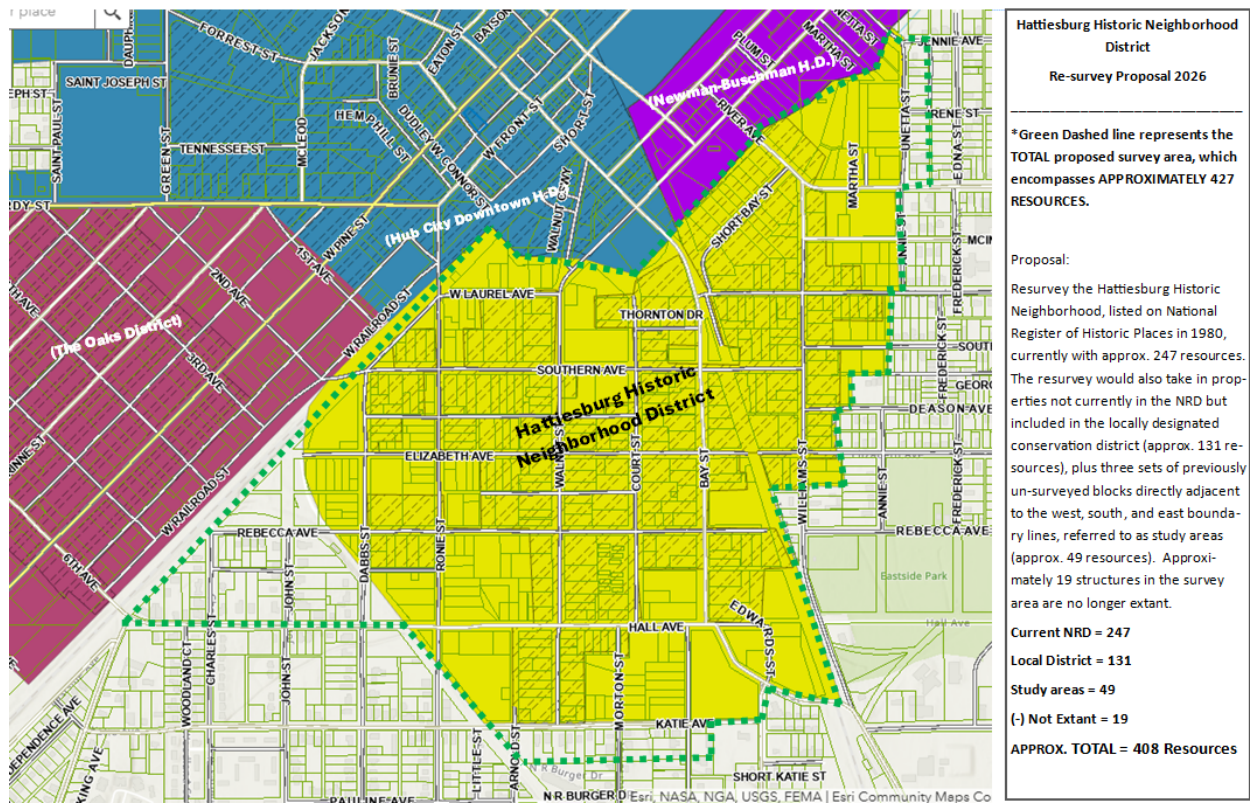
TOTAL AVAILABLE POINTS: 100 points

- III. The City will initiate a contract with the consultant who ranks the highest and best meets the overall objectives of the RFP.

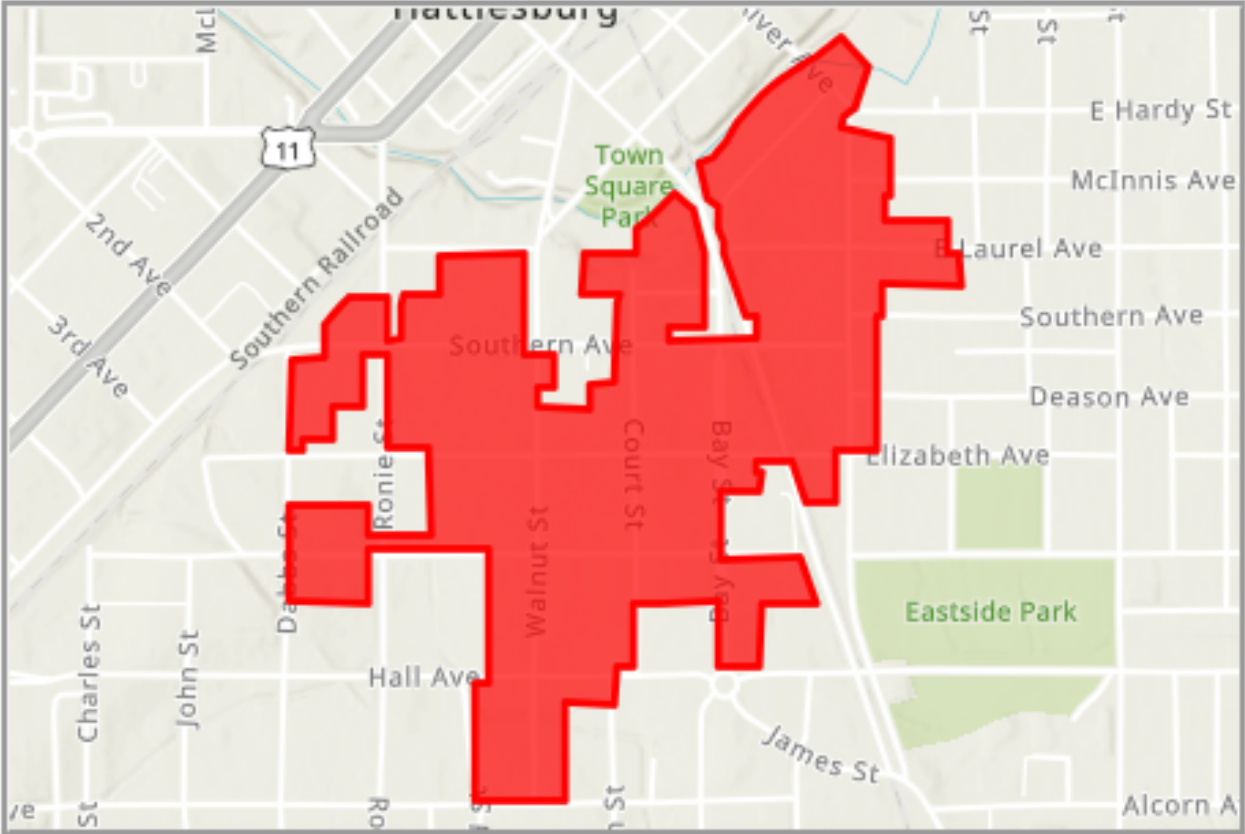
8. ATTACHMENTS

- I. Map of the survey area and potential National Register district.
- II. Map of the current Hattiesburg Historic Neighborhood National Register District
- III. MDAH Survey Standards

ATTACHMENT I.



ATTACHMENT II.



ATTACHMENT III. MDAH SURVEY STANDARDS

Rule 12.16.0 Architectural Survey

Rule 12.16.1. Survey Standards

Survey work contracted or managed through the Department of Archives and History (MDAH), Historic Preservation Division (HPD) or through a Certified Local Government (CLG) must meet the following standards to be considered complete:

Survey Forms

The Historic Resources Inventory (HRI) form is intended to be a permanent paper record kept in files maintained by the HPD and should be completed as neatly and accurately as possible. All relevant sections of the form need to be completed in order to be accepted by HPD. Step-by-step instructions for completing the HRI form are available upon request.

HRI forms can be created through the following three specific methods. Consultants must declare in writing which methodology they will be using prior to commencing work.

1. 'Consultant Inventory' a Microsoft Access database provided by HPD. This database will conveniently generate a template for printing Historic Resource Inventory forms (HRI), as well as a .TXT file for incorporation into MDAH's online database. Consultants are strongly encouraged to utilize Consultant Inventory for completion of their survey. Instructions for using 'Consultant Inventory' are available from MDAH upon request.
2. HRI forms provided by HPD. Both hard copies and editable .PDF's are available from the HPD upon request.
3. An equivalent computer-based form that displays the necessary information as delineated in these standards. Consultants who wish to use a non-standardized survey form must have the template pre-approved by the Survey Manager.

Upon completion of the survey, the consultant shall print out HRI forms on single, (front and back) sheets of white, acid free, 8.5x11 inch, 65# cardstock. Use of 'quilted' cardstock is strictly forbidden.

A site or building plan **must** be completed for each resource surveyed. These do not need to be to scale, but should be neatly drawn and show details such as porches and roof types. In addition, the building's relation to the street or surrounding structures **must** be shown. The site plan may be hand-drawn or drawn on a computer.

All sources used for research on each individual building should be entered under the section entitled 'Bibliographic Resources.' This includes Sanborn maps (for all years in which that building appears), City Directories, and the locations of any unusual or unpublished materials. **If Sanborn maps were made for any part of the survey area, the Consultant is expected to use them in researching each building and cite them in the 'Bibliographic Resources' section.**

A printed photograph of the surveyed property **must** be attached to the survey form. **Photos must be printed on the front of the HRI form on photo paper** (see below) and **attached with archival glue, but may not be stapled** to the survey form. Forms submitted without printed photos will not be accepted by the Survey Manager.

Digital Photographs

At least one, clear, sharp digital image must be taken of the main facade of each surveyed property.

Digital images must be six megapixels or greater (2000x3000 pixel image at 300 dpi), and be in compliance with NPS Photo Policy standards for National Register properties and National Historic Landmarks. This information can be found at the following link.

<http://www.nps.gov/nr/publications/bulletins/photopolicy/index.htm>

Digital photographs are expected to be high-quality--not blurry, washed-out, or grainy--showing the complete facade of the building or the most significant part of a landscape, structure, or other resource. Digital photographs that do not provide adequate representations of resources will have to be retaken before the final survey will be approved by the Survey Manager.

While one digital photo is required for each structure, additional photos of significant buildings may be necessary as well.

Significant outbuildings, such as carriage houses, kitchen dependencies, etc. should be photographed and surveyed on a separate survey form.

Copies of digital images for each surveyed property must be submitted on a CD or other acceptable forms of portable media such as flash drives.

Each image must be labeled with the address of the property, number followed by street

1. Digital images must be in .JPEG or .TIFF formats.
2. Images must be organized in folders according to street name.
3. CD or portable media must be labeled with the Consultant's name, project name, and date (month/year) of photos. When multiple CDs are needed, discs should be numbered sequentially.

Printing Digital Photographs

All digital photographs are to be printed out on professional quality photo paper in 4x6 format at 300 dpi and attached to the HRI form using archival glue. Photographs stapled to the HRI form will not be accepted by the survey manager.

Photos printed at a professional-quality photo shop are preferred, but consultants who choose to print their own photos may use the following ink and paper combinations, in keeping with NPS photographic standards.

	Paper	Ink
Epson	Premium Gloss Photo Paper Premium Semigloss Photo Paper Premium Luster Photo Paper Premium Semimatte Photo Paper UltraSmooth Fine Art Paper Somerset Velvet Velvet Fine Art Paper Enhanced Matte Paper PictureMate Photo Paper	UltraChrome pigmented inks Claria Hi-Definition Inks DuraBrite Ultra Pigmented Inks Picture Mate Inks
Hewlett-Packard	Premium Plus Photo and Proofing Gloss Premium Plus High Gloss Photo Paper Premium Gloss Photo Paper Premium Soft Gloss Photo Paper Professional Satin Photo Taker	84/85 dye-based inkset Vivera inks (95 & 97 tri-color cartridges)
Kodak	Ultra Photo Premium	No. 10 Pigmented Inks

Maps: The location of all surveyed properties shall be indicated on large-scale maps keyed to the survey sequence number. All maps should feature a prominent north arrow, display consistent symbology, and be clearly readable whether printed in color or grayscale. For properties within towns, copies of city engineering maps or the county property ownership maps are normally sufficient. All other maps must be approved by the Survey Manager before being submitted as the map for the survey area.

Survey Report: A survey report shall be prepared discussing the project objectives, historical research, methodology, and findings. A copy of the report will be submitted in draft form for review by the survey manager, Historic Preservation Division (HPD).

The final survey report (when required) will be arranged in the following order:

- a. *Title Page:* The title page should include the title of the project, including the nature and location of the survey, the author of the report, the principal investigator(s), the project director, the sponsoring institution, association, or agency, and the date the report was prepared.
- b. *Acknowledgment:* The acknowledgment of state assistance should be stated on the title page or on the page immediately following the title page.
- c. *Project Description:* The introduction should summarize the objectives for conducting the intensive survey project, the scope of the project, the agencies involved, and the dates within which the project was accomplished. A map showing the location of the project must be included.
- d. *Chapter 1: Survey Background and Methodology:* Explanations of how the survey project came about and of the procedures used to execute the work program should be included in this section. Items that should be discussed include the following: which organizations were involved in initiating the survey; who surveyed the area and how the survey was conducted; phases of the survey, including a description of geographic or political areas that contributed to the phasing; types of properties surveyed and the criteria for coverage; and sources that contributed to the research effort. Public education efforts conducted in conjunction with the project should be discussed. The role of any volunteer or advisory groups and the success of their participation should be described.
- e. *Chapter 2: Historical Summary or Context:* A concise historical, cultural, and geographical background of the survey area should be included in this section. This should answer the following questions: What geographic or geologic features are unique to the area or supported its founding? What spurred the growth and or/development of the survey area? What were important events, whether national or local, that brought about change or decline in the area? What important people lived or did business in the area and why were they important? If the area has distinct geographic sub-areas, how and why did those sections develop and what characteristics defined each section? Which (if any) historically important buildings located within the area are now non-extant?
- f. *Chapter 3: Survey Findings:* This section shall describe the character and distribution of the properties examined in the course of the survey project. For a typical architectural survey of a city or town, this section would include a description of the styles, types, and periods of buildings, the numbers or proportions of each, their relative architectural importance, and rates of survival. Individually important buildings should be cited. Important historical themes and developments (from Chapter 2) should be addressed and properties associated with those developments should be cited. Local historic district areas should be identified and described, and potential National Register district(s) should be noted. The survey findings chapter of the survey report will normally not include a list of all surveyed properties. The list of surveyed properties should be attached to the report as one of the Appendices (typically as Appendix C).

- g. *Chapter 4: Survey Products and Documentation:* This chapter must contain a description of the products of the survey (such as Historic Resources Inventory Forms, maps, historic context reports, photographic materials, and informational files) and any related documentation (including planning documents, designation reports, and bibliographies).
- h. *Chapter 5: Recommendations for Further Research, Documentation, and Registration:* This chapter should identify additional research and survey work that should be done, and should include recommendations for National Register nominations, Historic American Buildings Survey recordation, potential National Historic Landmark designation, and other documentation and registration proposals. These recommendations should be prioritized.
- i. *Chapter 6: Recommendations for Resource Preservation:* This chapter should begin with an account of the status of preservation interest and activity in the survey area or related to the surveyed properties up to the present time. It should address threats to the resources and make recommendations for mitigating those threats. This chapter should also make recommendations relating to the actions or policies of local governments, state or federal agencies, non-profit organizations, business firms, and other parties, with regard to the protection, preservation, development, or interpretation of historic resources in the survey area. Recommendations about educational or promotional activities may also be included.
- j. *Appendices.* The following documents will normally be attached as appendices:
 - i. A copy of the work program.
 - ii. A list of any surveyed properties that are already listed on the National Register.
 - iii. A comprehensive list of all surveyed properties, arranged alphabetically and numerically by street address and keyed to the survey map. This list should only include addresses, not descriptions of each building.

Survey Preliminary Deadline: If the survey project involves a National Register phase, all survey material, including completed inventory forms, contact sheets and photo indices, and maps, must be submitted for review and comment to the Survey Manager at least one month before HPD's due date for preliminary review of National Register nominations. This early deadline will allow the Survey Manager to review the survey and suggest corrections before the National Register nomination is completed and will ensure high-quality project materials.

Public Meeting: The HPD requires that the consultant meet with interested citizens and local officials at the beginning of any survey project to explain the purpose of the survey. A representative of the HPD, either the Survey Manager or Regional CLG Coordinator, may also be present and available to handle questions and comments. If the project includes a National Register phase, HPD requires at least one public meeting during the nomination phase of the project, but this meeting will be set up by MDAH's National Register coordinator. Consultants are also required to present completed National Register nominations to the scheduled meeting of the Mississippi National Register Board and include a prepared PowerPoint presentation of about 10 minutes summarizing the significance and character of the proposed district.

Source: Miss. Code 39-7-4

Rule 12.16.2. Survey Inclusion Guidelines

Surveys of historic properties are necessarily selective to some degree or another. The specific criteria for what should be included in a survey will vary somewhat from project to project depending on the purpose of the survey and the area being surveyed. Nonetheless, certain general guidelines will be applicable to almost all historic property surveys conducted under the supervision of the Mississippi Department of Archives and History. Here follows a list of the kinds of properties that should normally be recorded on a Historic Resources Inventory form.

Properties Predating 1817

The survey should record all identified extant buildings regardless of condition or alterations, and should record the sites, when known, of all pre-1817 buildings if there is any likelihood of archaeological remains.

Properties Dating from 1817 to 1865

The survey should record all extant buildings and other structures believed to date to this period, unless so altered that the architectural character is no longer evident at all. Sites should be identified for the most important non-extant buildings (such as major plantation houses, courthouses, and other properties of special architectural or historical interest). The sites of notable Civil War military activity should also be identified. While not required, documentation regarding the appearance of non-extant antebellum buildings would be welcome, especially photographs.

REQUEST FOR PROPOSALS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed Request for Proposals until 10:00 A.M., Thursday, March 26, 2026, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following:

Historic Survey and National Register Nomination for the Hattiesburg Historic Neighborhood District.

The above shall be delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi 39403-1898, (601-545-4552) which may be obtained upon request.

Each PROPOSAL must be received in a sealed envelope which is marked in the lower left-hand corner with the word "REQUEST FOR PROPOSALS" and the NAME OF ITEM on which bid is being made and the DATE OF PROPOSAL OPENING.

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

PUBLISHED by Order of the Council on this, the 20th day of January 2026.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton /s/
CITY CLERK

(seal)

Publish (2) Thursday 3-5-26 & 3-12-26
City of Hattiesburg
Return PROOF to City Clerk's Office
Box 1898
Hattiesburg, MS 39403



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director, Dequandra Johnson
cc: Kermas Eaton, City Clerk
Date: Tuesday, March 3, 2026
Re: Approve and Authorize publication of a Request for Qualifications for HVAC Contractor Services for the Community Development Block Grant (CDBG) Program.
File Number: 2026-141
Minute Book #

Summary

Approve and Authorize publication of a Request for Qualifications for HVAC Contractor Services for the Community Development Block Grant (CDBG) Program.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 3, 2026 City Council meeting for consideration.

REQUEST FOR QUALIFICATIONS

HVAC Contractor Services – Community Development Block Grant (CDBG) Program

NOTICE is hereby given that the City of Hattiesburg is seeking a Mississippi State Board of Contractors license with a Mechanical/HVAC classification for the provision of HVAC installation, repair, and replacement services for residential projects funded in part by the U. S. Department of Housing and Urban Development (HUD). Statement of Qualifications will be received until 10:00 A.M., Thursday, March 19, 2026, in the City Clerk's Office in City Hall.

The above shall be delivered as per detailed specifications on file in the Office of the Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, MS, 39403 – 1898, (601) 545-4552, which may be obtained upon request. Technical assistance is available to all interested parties by calling (601) 554-1006.

Each PROPOSAL must be received in a sealed envelope which is marked in the lower left-hand corner with the words "Request for Qualifications – HVAC Contractor Services for Community Development Block Grant (CDBG)" and the DATE OF BID OPENING ("Thursday, March 19, 2026").

The purpose of this solicitation is to establish a list of Mississippi State Board of Contractors licenses with a Mechanical/HVAC that meet all state and federal requirements to perform HVAC services in compliance with Mississippi law, HUD guidelines, and applicable building codes. The applicants selected will be part of a pool of Contractors to provide such services for residential structures. Notwithstanding, the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 3rd day of March, 2025

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton
CITY CLERK

(SEAL)

Toby Barker, Mayor

PUBLISH Twice in the Legal Section: Thursday, March 5, 2026, Thursday, March 12, 2026



CITY OF HATTIESBURG
REQUEST FOR QUALIFICATIONS (RFQ)
HVAC Contractor Services – Community Development Block Grant (CDBG) Program

Introduction

The City of Hattiesburg, through its Community Development Block Grant (CDBG) Program, invites qualified contractors to submit Statements of Qualifications for the provision of HVAC installation, repair, and replacement services for residential repair projects funded in part by the U.S. Department of Housing and Urban Development (HUD).

For this RFQ, the term 'Contractor' shall mean a firm holding a current Mississippi State Board of Contractors license with a Mechanical/HVAC classification appropriate to the scope of work and that directly employs the technicians who will perform the HVAC services.

The City seeks to pre-qualify contractors meeting all state and federal requirements to perform HVAC services in compliance with Mississippi law, HUD guidelines, and applicable building codes.

Scope of Services

Selected contractors may be assigned projects involving:

- Replacement or repair of heating, ventilation, and air conditioning systems in residential properties.
- Installation of energy-efficient HVAC units in compliance with HUD Housing Quality Standards.
- Related work, including ductwork, thermostats, and insulation consistent with state and federal standards.

Work must comply with:

- Mississippi Mechanical and Residential Codes.
- HUD Housing Quality Standards (HQS)
- Federal Labor Standards (Davis-Bacon Act, if applicable).
- Federal Compliance with Build America, Buy America (BABA), if applicable.
- Lead-Safe Housing Rule, where applicable.

Self-Performance Requirements

Contractor must self-perform all HVAC services under this RFQ. Subcontracting of a non-HVAC incidental work (minor carpentry or electrical reconnect) may be permitted. Any subcontractor must meet licensing requirements.

All technicians performing work must be properly licensed or certified and employed by the contracting firm.

Project Assignment & Cost Control

Pre-qualification does not constitute a contract award. Contractors may be selected on a project-by-project basis during the program year.

Contractors will be required to submit written cost estimates for each assigned project.

The City reserves the right to obtain multiple quotes from the pre-qualified pool. Award of individual projects will be based on the reasonableness of cost and timeliness of performance.

Term

This initial term shall be for a period of one (1) year from the date of full execution by the parties. Services shall be performed on an as-needed basis and only upon issuance of a written work authorization by the City.

The City retains sole discretion to determine whether performance deficiencies, regulatory violations, or non-compliance warrant removal from participation.

Qualifications Required**Licensing & Registration**

- Valid Mississippi State Board of Contractors license with classification in Mechanical/HVAC (Commercial or Residential, as required by project scope).
- Current Privilege Tax License.
- Contractor must maintain all required Mississippi permits, certifications, and city licenses throughout the contract.
- Proof of EPA 608 Certification for technicians handling refrigerants.

Insurance & Bonding

- Proof of general liability insurance
- Proof of workers' compensation insurance (or exemption if legally permitted).
- Ability to provide payment and performance bonds for projects exceeding Mississippi bid thresholds, if required.

Experience & Capacity

- Minimum 3 years verifiable experience in HVAC repair and installation.
- Demonstrated experience with federally funded rehabilitation projects preferred.
- Sufficient workforce and equipment to complete assigned projects in required timeframes.

Federal Compliance

- Must not be debarred, suspended, or otherwise excluded from participation in federal programs (verification required through SAM.gov). Verification will be performed at the time of award and periodically during contract performance.
- Compliance with 2 CFR 200 procurement standards.
- Adherence to Equal Employment Opportunity (EEO) and Section 3 requirements under HUD regulations.

- Contractor must comply with the Byrd-Anti Lobbying Amendment and submit the required certification.
- Contractor shall comply with all nondiscrimination requirements under Title VI of the Civil Rights Act, Section 504, and the ADA.
- No geographic preferences shall be imposed except where expressly permitted by federal law.

Submission Requirements

Statements of Qualifications must include:

1. Cover letter with company name, address, and point of contact.
2. Copy of Mississippi contractor's license (HVAC classification).
3. Evidence of insurance coverage.
4. Description of firm's relevant experience (including CDBG or federally funded projects, if applicable).
5. List of key personnel with certifications/training.
6. References from at least three (3) recent projects.
7. Current SAM.gov registration printout.

Evaluation Criteria

Submissions will be evaluated based on the following:

- Licensing and regulatory compliance (Pass/Fail).
- Experience and technical capacity (40%).
- Past performance and references (30%).
- Understanding of CDBG/HUD compliance requirements (20%).
- Ability to mobilize and perform timely work (10%).

Deadline & Submission

Sealed RFQ responses must be received no later than **March 19, 2026, by 10:00 a.m.** Any questions, please email cdbg@hattiesburgms.com by March 16, 2026.

Submit sealed responses to:

City of Hattiesburg – Office of the City Clerk
 Attn: Kermas Eaton, City Clerk / Director of Administration
 P.O. Box 1898, Hattiesburg, MS 39403-1898 or
 Hand Delivered to:
 200 Forrest Street
 Hattiesburg, MS 39401
 2nd Floor City Clerk's Office.

The RFQ must be received in a sealed envelope which is marked in the lower left-hand corner with the Statement "Request for Qualifications" and "HVAC Contractor Services for Community Development Block (CDBG) Program."

Additional Information

The City reserves the right to reject any and all submissions. This RFQ does not constitute a guarantee of work or funding. Contractors approved under this RFQ will be placed on a pre-qualified list for future assignments under the CDBG program.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, March 3, 2026
Re: Approve and Authorize publication of a Request for Qualifications for Plumbing Contractor Services for the Community Development Block Grant (CDBG) Program.
File Number: 2026-155
Minute Book #

Summary

Approve and Authorize publication of a Request for Qualifications for Plumbing Contractor Services for the Community Development Block Grant (CDBG) Program.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 3, 2026 City Council meeting for consideration.

REQUEST FOR QUALIFICATIONS

Plumbing Contractor Services – Community Development Block Grant (CDBG) Program

NOTICE is hereby given that the City of Hattiesburg is seeking a Mississippi State Board of Contractors license with Plumbing classification for the provision of plumbing installation, repair, and replacement services for residential projects funded in part by the U. S. Department of Housing and Urban Development (HUD). Statement of Qualifications will be received until 10:00 A.M., Thursday, March 19, 2026, in the City Clerk's Office in City Hall.

The above shall be delivered as per detailed specifications on file in the Office of the Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, MS, 39403 – 1898, (601) 545-4552, which may be obtained upon request. Technical assistance is available to all interested parties by calling (601) 554-1006.

Each PROPOSAL must be received in a sealed envelope which is marked in the lower left-hand corner with the words "Request for Qualifications: Plumbing Contractor Services for Community Development Block Grant (CDBG)" and the DATE OF BID OPENING ("Thursday, March 19, 2026").

The purpose of this solicitation is to establish a list of Mississippi State Board of Contractors licenses with Plumbing classification that meet all state and federal requirements to perform plumbing services in compliance with Mississippi law, HUD guidelines, and applicable building codes. The applicants selected will be part of a pool of Contractors to provide such services for residential structures. Notwithstanding, the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 3rd day of March, 2025

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton
CITY CLERK

(SEAL)

Toby Barker, Mayor

PUBLISH Twice in the Legal Section: Thursday, March 5, 2026, Thursday, March 12, 2026



CITY OF HATTIESBURG

REQUEST FOR QUALIFICATIONS (RFQ)

Plumbing Contractor – Community Development Block Grant (CDBG) Program

Introduction

The City of Hattiesburg, through its Community Development Block Grant (CDBG) Program, is seeking qualified contractors holding a current Mississippi State Board of Contractor license with appropriate Plumbing classification for the provision of plumbing installation, repair, and replacement services for residential projects funded in part by the U.S. Department of Housing and Urban Development (HUD).

For this RFQ, the term ‘Contractor’ shall mean a firm holding a current Mississippi State Board of Contractors license with appropriate Plumbing classification and that directly employs the licensed plumbers who will perform the plumbing services.

The City seeks to pre-qualify contractors meeting all state and federal requirements to perform plumbing services in compliance with Mississippi law, HUD guidelines, and applicable building codes.

The City prefers firms whose primary trade is plumbing and who directly employ licensed plumbers, rather than general contractors subcontracting plumbing work.

Scope of Services

Selected contractors may be assigned projects involving:

- Repair or replacement of water supply lines, drain lines, and sewer lines.
- Installation or replacement of plumbing fixtures (toilets, sinks, faucets, tubs, showers, etc.)
- Water heater installation and replacement (tank and tankless).
- Leak detection and repair.
- Installation of backflow prevention devices, where required.
- Correction of plumbing code violations identified during housing inspections.
- Related plumbing work necessary to bring properties into compliance with HUD Housing Quality Standards (HQS) and local building codes.

Work must comply with:

- Mississippi Plumbing Code.
- Mississippi Residential Code.
- HUD Housing Quality Standards (HQS)
- Federal Labor Standards (Davis-Bacon Act, if applicable).
- Federal Compliance with Build America, Buy America (BABA), if applicable.

- Lead-Safe Housing Rule, where applicable.

Self-Performance Requirements

Contractor must self-perform all plumbing services under this RFQ. Subcontracting of plumbing work is not permitted. Limited subcontracting of incidental work (such as minor carpentry, drywall repair, or electrical reconnection) may be permitted with prior written approval. Any subcontractor must meet all licensing requirements.

All technicians performing work must be properly licensed or certified and employed by the contracting firm.

Project Assignment & Cost Control

Pre-qualification does not constitute a contract award. Contractors may be selected on a project-by-project basis during the program year.

Contractors will be required to submit written cost estimates for each assigned project.

The City reserves the right to obtain multiple quotes from the pre-qualified pool. Award of individual projects will be based on the reasonableness of cost and timeliness of performance.

Term

This initial term shall be for a period of one (1) year from the date of full execution by the parties. Services shall be performed on an as-needed basis and only upon issuance of a written work authorization by the City.

The City retains sole discretion to determine whether performance deficiencies, regulatory violations, or non-compliance warrant removal from participation.

Qualifications Required

Licensing & Registration

- Valid Mississippi State Board of Contractors license with Plumbing classification (Commercial or Residential, as required by project scope).
- Current Privilege Tax License.
- Contractor must maintain all required Mississippi plumbing permits, certifications, and city licenses throughout the contract.
- Proof of any required certifications for gas line work, if applicable.

Insurance & Bonding

- Proof of general liability insurance
- Proof of workers' compensation insurance (or exemption if legally permitted).
- Ability to provide payment and performance bonds for projects exceeding Mississippi bid thresholds, if required.

Experience & Capacity

- Minimum 3 years verifiable experience in plumbing repair and installation.
- Demonstrated experience with federally funded rehabilitation projects preferred.
- Sufficient workforce and equipment to complete assigned projects in required timeframes.

Federal Compliance

- Must not be debarred, suspended, or otherwise excluded from participation in federal programs (verification required through SAM.gov). Verification will be performed at the time of award and periodically during contract performance.
- Compliance with 2 CFR 200 procurement standards.
- Adherence to Equal Employment Opportunity (EEO) and Section 3 requirements under HUD regulations.
- Contractor must comply with the Byrd-Anti Lobbying Amendment and submit the required certification.
- Contractor shall comply with all nondiscrimination requirements under Title VI of the Civil Rights Act, Section 504, and the ADA.
- No geographic preferences shall be imposed except where expressly permitted by federal law.

Submission Requirements

Statements of Qualifications must include:

1. Cover letter with company name, address, and point of contact.
2. Copy of Mississippi contractor's license (Plumbing classification).
3. Evidence of insurance coverage.
4. Description of firm's relevant experience (including CDBG or federally funded projects, if applicable).
5. List of key personnel with certifications/training.
6. References from at least three (3) recent projects.
7. Current SAM.gov registration printout.

Evaluation Criteria

Submissions will be evaluated based on the following:

- Licensing and regulatory compliance (Pass/Fail).
- Experience and technical capacity (40%).
- Past performance and references (30%).
- Understanding of CDBG/HUD compliance requirements (20%).
- Ability to mobilize and perform timely work (10%).

Deadline & Submission

Sealed RFQ responses must be received no later than **March 19, 2026, by 10:00 a.m.** Any questions, please email cdbg@hattiesburgms.com by March 16, 2026.

Submit sealed responses to:

City of Hattiesburg – Office of the City Clerk
Attn: Kermas Eaton, City Clerk / Director of Administration
P.O. Box 1898, Hattiesburg, MS 39403-1898 or
Hand Delivered to:
200 Forrest Street
Hattiesburg, MS 39401
2nd Floor City Clerk's Office.

The RFQ must be received in a sealed envelope that is marked in the lower left-hand corner with the Statement "Request for Qualifications: Plumbing Contractor Services for Community Development Block (CDBG) Program."

Additional Information

The City reserves the right to reject any and all submissions. This RFQ does not constitute a guarantee of work or funding. Contractors approved under this RFQ will be placed on a pre-qualified list for future assignments under the CDBG program.

REQUEST FOR QUALIFICATIONS

Plumbing Contractor Services – Community Development Block Grant (CDBG) Program

NOTICE is hereby given that the City of Hattiesburg is seeking a Mississippi State Board of Contractors license with Plumbing classification for the provision of plumbing installation, repair, and replacement services for residential projects funded in part by the U. S. Department of Housing and Urban Development (HUD). Statement of Qualifications will be received until 10:00 A.M., Thursday, March 19, 2026, in the City Clerk's Office in City Hall.

The above shall be delivered as per detailed specifications on file in the Office of the Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, MS, 39403 – 1898, (601) 545-4552, which may be obtained upon request. Technical assistance is available to all interested parties by calling (601) 554-1006.

Each PROPOSAL must be received in a sealed envelope which is marked in the lower left-hand corner with the words "Request for Qualifications: Plumbing Contractor Services for Community Development Block Grant (CDBG)" and the DATE OF BID OPENING ("Thursday, March 19, 2026").

The purpose of this solicitation is to establish a list of Mississippi State Board of Contractors licenses with Plumbing classification that meet all state and federal requirements to perform plumbing services in compliance with Mississippi law, HUD guidelines, and applicable building codes. The applicants selected will be part of a pool of Contractors to provide such services for residential structures. Notwithstanding, the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 3rd day of March, 2025

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton
CITY CLERK

(SEAL)

Toby Barker, Mayor

PUBLISH Twice in the Legal Section: Thursday, March 5, 2026, Thursday, March 12, 2026



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Marybeth Bergin, Director of Transportation and Engineering
cc:
Date: Tuesday, March 3, 2026
Re: Approve plans and specifications for the Fourth Street Pathway Project, N 34th Ave to N 38th Ave (STP-7194-00(004)LPA/109376-701000) and authorize advertisement for bids contingent upon MDOT approval to advertise.
File Number: 2026-147
Minute Book #

Summary

Approve plans and specifications for the Fourth Street Pathway Project, N 34th Ave to N 38th Ave (STP-7194-00(004)LPA/109376-701000) and authorize advertisement for bids contingent upon MDOT approval to advertise.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 3, 2026 City Council meeting for consideration.

*SPECIAL PROVISIONS, PROPOSAL AND CONTRACT DOCUMENTS
FOR
THE CONSTRUCTION
FEDERAL AID PROJECT NUMBER
STP-7194-00(004) LPA/109376-701000*

***FOURTH STREET IMPROVEMENTS
PHASE IV
FOR THE
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY***



2025

PREPARED BY



07/31/2025



NEEL-SCHAFFER
Solutions you can build upon

**BIDDER CHECK LIST
(FOR INFORMATION ONLY)**

- _____ All unit prices and item totals have been entered in accordance with Subsection 102.06 of the Mississippi Standard Specifications for Road and Bridge Construction.
- _____ First sheet of SECTION 905--PROPOSAL has been completed.
- _____ Second sheet of SECTION 905--PROPOSAL has been completed and signed.
- _____ Addenda, if any, have been acknowledged. Second sheet of Section 905 listing the addendum number has been substituted for the original second sheet of Section 905. Substituted second sheet of Section 905 has been properly completed, signed, and added to the proposal.
- _____ DBE/WBE percentage, when required by contract, has been entered on last sheet of the bid sheets of SECTION 905--PROPOSAL.
- _____ Form OCR-485-LPA has been completed and signed.
- _____ The last sheet of the bid sheets of SECTION 905--PROPOSAL has been signed.
- _____ Equal Opportunity Clause Certification, when included in contract, has been completed and signed.
- _____ The Certification regarding Non-Collusion, Debarment and Suspension, etc. has been executed in duplicate.
- _____ A certified check, cashier's check or bid bond payable to the Local Public Agency in the principle amount of 5% of the bid has been included with project number identified on same. Bid bond has been signed by the bidder and has also been signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent for the Surety with Power of Attorney attached.
- _____ A completed Notice to Bidders regarding DUNS Requirements must be completed prior to award of the contract.

Return the proposal and contract documents in its entirety in a sealed envelope. DO NOT remove any part of the contract documents; exception – an addendum requires substitution of second sheet of Section 905. A stripped proposal is considered as an irregular bid and will be rejected.

Failure to complete any or all of the applicable requirements will be cause for the proposal to be considered irregular.

(1/2017)

CONTENTS

**PROJECT: FOURTH STREET IMPROVEMENTS – PHASE IV
PROJECT NO. STP-7194-00(004) LPA / 109376-701000
CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI**

Bidder's Checklist

Section 901 - Advertisement for Bids

Section 904 - Notice to Bidders

#1:	Governing Specifications w/ Supplement
#1A:	Designating Owner & Engineer
#2:	Status of Right-of-Way with Attachments
#3:	Final Cleanup
#15:	Non-use of Precast Drainage Units
#28:	Fuel and Material Adjustments
#445:	Mississippi Agent or Qualified Nonresident Agent
#516:	Errata and Modifications to 2017 Specs
#1225:	Early Notice to Proceed
#1226:	Material Storage Under Bridges
#1546:	Advancement of Materials
#2206:	MASH Compliant Devices
#2273:	Mississippi Special Fuel Tax Law
#2954:	Reflective Sheeting for Signs
#4113:	Unique Entity ID (SAM) Requirement for Federal Funded Projects
#4303:	Add Option Bidding
#4702:	App for Traffic Control Reports
#5551:	Federal Bridge Formula
#5605:	Disadvantaged Business Enterprises in Federal-Aid Highway Construction with Supplement
#5750:	Manual on Uniform Traffic Control Devices (MUTCD)
#5866 LPA:	Payroll Requirements
#6000 LPA:	Requirements for Traffic Control Personnel
#6195:	Retroreflectivity Requirements
#7011:	Contract Time
#7200:	Specialty Items
#8500:	Non-roadway Density Requirements

**Section 906 - County Wage Rates
Supplement to Form FHWA-1273**

Section 907 -	907-101-1:	Definitions and Terms
	907-102-4 LPA:	Bidding Requirements and Conditions
	907-105-2:	Control of Work
	907-106-3:	Control of Materials

907-108-4:	Subletting of Contract
907-108-6:	Default and Termination of Contract
907-109-5:	Measurement and Payment
907-234-1:	Silt Fence
907-417-3:	Polymer Cement Surface System
907-608-2:	Detectable Warnings
907-618-12:	Traffic Control Management
907-626-11:	Thermoplastic Traffic Markings
907-637-3:	Traffic Signal Conduit and Pull Boxes
907-700-1:	Materials and Tests
907-701-4:	Hydraulic Cement
907-702-4:	Bituminous Material
907-703-2:	Gradation
907-705-1:	Stone Riprap
907-707-3:	Joint Materials
907-708-4:	Concrete Pipe
907-711-2:	Plain Steel Wire
907-712-1:	Fence and Guardrail
907-714-3:	Miscellaneous Materials
907-718-1:	Timber and Dimension Lumber
907-720-2:	Acceptance Procedure for Glass Beads
907-721-4:	Materials for Signing
907-804-11:	Concrete Bridges and Structures w/ Supplement
907-809-2:	Retaining Wall Systems

Construction Progress Schedule

Section 905 - Proposal

- Instructions to Bidders
- Bid Schedule
- Certification with regard to the Performance of Previous Contracts or Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports
- Affidavit Regarding Non-Collusion, Debarment and Suspension (2 copies)

Section 902 - Contract Form

Section 903 - Payment Bond

Section 903 - Performance Bond

Executive Compensation Certification

Guidance for Federal Spending Transparency

OCR-481-LPA – Disadvantaged Business Enterprise List (3 copies)

OCR-485-LPA – List of Firms Submitting Quotes (3 copies)

SAM.Gov Registration and Unique Entity ID

(Revisions to the Above Will Be Indicated on the Second Sheet of Section 905 as Addenda)

SECTION 901 - ADVERTISEMENT FOR BIDS

CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI

NOTICE TO CONTRACTORS

FOURTH STREET IMPROVEMENTS – PHASE IV FEDERAL-AID PROJECT NO. STP-7194-00(004) LPA / 109376-701000

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, **DATE**, 2025 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. When bids are submitted electronically, the same requirements for submitting sealed bids shall apply. Electronic bids shall be submitted online at www.hattiesburgsbids.com and shall include a document representing the cover of the envelope containing the aforementioned criteria.

The work shall consist essentially of the following items:

Construction of sidewalk, traffic signal improvements, and lighting. All other related items of work required to complete the project as shown and specified in the Contract Documents.

The above general outline of features of the work does not in any way limit the responsibility of the contractor to perform all work and furnish all plant, labor, equipment and materials required by the specifications and the drawings referred to therein.

Contract Drawings, Contract Specifications, Instructions to Bidders and Bidders Proposal forms are on file and open to public inspection in the office of the City Clerk, City of Hattiesburg, 200 Forest Street, Hattiesburg Mississippi 39401. Bid documents are being made available via paper copy or pdf. All interested bidders are required to log-in or register for an account at www.hattiesburgsbids.com to view and order Bid Documents. All plan holders are required to have a valid email address for registration. Bid documents are non-refundable and must be purchased through this website. Questions regarding website registration and online orders should be directed to our web support line at (662) 407-0193.

The attention of bidders is directed to the Special Provisions governing selection and employment of labor.

Minimum wage rates for Federal-Aid projects have been predetermined by the Secretary of Labor and are subject to Public Law 87-581 Work Hours Act of 1962, as set forth in the Contract Provisions.

The City of Hattiesburg hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The award of this contract will be contingent upon the Contractor satisfying the DBE/WBE requirements.

The *2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction*, adopted by the Mississippi Department of Transportation, as referred to herein, may be purchased from the Mississippi Department of Transportation.

Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to the City of Hattiesburg as bid security. Bidders shall also submit a current financial statement, if requested by the City. The successful bidder will be required to furnish a performance and payment bond in the amount of one hundred percent (100%) of the contract amount. Both bonds shall be signed or countersigned by a Mississippi Resident Agent.

The proposal and contract documents in its entirety shall be submitted in a sealed envelope and deposited with the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi prior to the hour and date above designated.

The City of Hattiesburg reserves the right to reject any or all proposals, to waive technicalities or irregularities, or to advertise for new proposals, and the decision of the City of Hattiesburg to reject any bid or proposal shall not be cause for any liability or damages against the City of Hattiesburg, any officers or employees.

The bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within the Contract Time. The bidder must also agree to pay as liquidated damages the sum specified in the Standard Specifications per day for each calendar day of overrun in Contract Time that work is not completed.

Work to be performed shall be in accordance with the "Mississippi State Highway Standard Specifications for Road and Bridge Construction, 2017", together with all amendments and/or special provisions and/or addenda to the standards duly approved and adopted, unless otherwise noted in these specifications.

The attention of Bidders is directed to the provisions of Subsection 102.07 pertaining to irregular proposals and rejection of bids.

**City Clerk
City of Hattiesburg, Mississippi**

Dates of Publication:

DATE, 2025

DATE, 2025

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO NOTICE TO BIDDERS NO. 1

DATE: 06/08/2021

SUBJECT: Governing Specifications

Change the web address at the end of the first paragraph to the following.

<https://shop.mdot.ms.gov/default.aspx?StoreIndex=1>

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1

CODE: (IS)

DATE: 03/01/2017

SUBJECT: Governing Specifications

The current (2017) Edition of the Standard Specifications for Road and Bridge Construction adopted by the Mississippi Transportation Commission is made a part hereof fully and completely as if it were attached hereto, except where superseded by special provisions, or amended by revisions of the Specifications contained within this proposal. Copies of the specification book may be purchased from the MDOT Construction Division, or online at shopmdot/default.aspx?StoreIndex=1.

A reference in any contract document to controlling requirements in another portion of the contract documents shall be understood to apply equally to any revision or amendment thereof included in the contract.

In the event the plans or proposal contain references to the 2004 Edition of the Standard Specifications for Road and Bridge Construction, it is to be understood that such references shall mean the comparable provisions of the 2017 Edition of the Standard Specifications.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

CODE: (SP)

SECTION 904- NOTICE TO BIDDERS NO. 1A LPA

DATE: 07/31/2025

SUBJECT: Designated Owner and Engineer

PROJECT: STP-7194-00(004)LPA/109376-701000

Any reference in the Contract Documents to the State of Mississippi, Mississippi Department of Transportation, Mississippi Transportation Commission, or any official thereof, it shall be interpreted to mean the (City of Hattiesburg, Missississippi), the "Owner".

Any reference in the Standard Specifications to the Project Engineer, District Engineer, Chief Engineer, or Engineer it shall be interpreted to mean the (Project Engineer for the City of Hattiesburg, Mississippi, Neel-Schaffer, Inc).

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2

CODE: (IS)

DATE: 03/01/2017

SUBJECT: Status of Right-of-Way

Although it is desirable to have acquired all rights-of-way and completed all railroad agreements, utility adjustments and work to be performed by others prior to receiving bids, sometimes it is not considered to be in the public interest to wait until each and every such clearance has been obtained. The bidder is hereby advised of possible unacquired rights-of-way, relocates, railroad agreements and utilities adjustments which have not been completed.

The status of right-of-way acquisition, utility adjustments, encroachments, potentially contaminated sites, railroad facilities, improvements, and asbestos contamination are set forth in the following attachments.

In the event right of entry is not available to ALL parcels of right-of-way and/or all work that is to be accomplished by others on the date set forth in the contract for the Notice to Proceed is not complete, the Department will issue a restricted Notice to Proceed.



August 6, 2025

Mr. Jeffrey A. Schmidt
Division Administrator
FHWA-Mississippi Division
100 West Capitol Street, Suite 1062
Jackson, MS 39269

RE: City of Hattiesburg
City of Hattiesburg-HIP Earmark MS 228- Construction of Fourth Street Pathway
from 38th to 34th Avenue
STP-7194-00(004)LPA 109376-701000
Forrest County

CONDITIONAL RIGHT-OF-WAY CERTIFICATION

Dear Mr. Schmidt:

This is to certify that the LPA has legal and physical possession of all necessary highway rights-of-way and control of access or legal Right of Entry obtained and rights-of-way have been acquired in accordance with Federal and State regulations, policies, and procedures governing the acquisition of real property, **except** those parcel(s) that are not complete as indicated on the **Status of Right of Way**.

This is to further certify that no persons or businesses were displaced for this project or certifies that all persons or businesses have been relocated in accordance with Federal and State regulations, policies and procedures governing relocation assistance and payments, **except** those parcel(s) that are not complete as indicated on the **Status of Right of Way**.

All encroachments have been removed, **except** those listed on the attached **Encroachment Status Report**, that are to remain within the right of way.

Mr. Jeffrey A. Schmidt
August 6, 2025

All improvements have been removed from the right of way, **except** the improvements to be removed by the Contractor as indicated in the contract plans or to be removed as indicated on the attached **Improvements Status Report**.

This project was inspected and there were no visible indications of any Potentially Contaminated Sites on proposed Right of Way, **except** as indicated on the attached **Potentially Contaminated Sites Status Report**.

The project right of way does not contain structures that required asbestos abatement, **except** as indicated on the attached **Asbestos Abatement Status Report**.

The status of the utilities to remain, be adjusted or be relocated and the status of related agreement(s) and plans is shown on the attached **Utility Status Report**.

The status of railroad facilities and the related agreements and plans is shown on the attached **Railroad Facilities Status Report**.

Sincerely,

RIGHT OF WAY DIVISION



Don Drake,
Division Administrator

DD:vs

Attachments:

Right of Way Certification Report (EZ Form)
Utility Status Report

Pc: Chief Engineer (65-01)
LPA Division (77-01)
Construction Engineer (73-01)
District Six (26-01)

STATUS OF RIGHT-OF-WAY

City of Hattiesburg
City of Hattiesburg-HIP Earmark MS 228- Construction of Fourth Street Pathway from
38th to 34th Avenue
STP-7194-00(004)LPA 109376-701000
Forrest County

August 6, 2025

Based on the attached RIGHT OF WAY CERTIFICATION REPORT, this Right of Way Certification is issued subject to the following **conditions**:

Right of Way Status:

All rights and legal rights of entry have been acquired **except** the following:

Both parcels listed below have been filed for Eminent Domain.

Parcel 02-028E-06-098 AFN ABSPROP001, LLC
Parcel 02-028E-06-100 Bengal Portfolio Owner, LLC

Utility Status:

Mississippi Power is to be relocated by the utility owner prior to notice to proceed to construction.

AT&T is to be relocated by the utility owner prior to notice to proceed to construction.

Comcast is to be relocated by the utility owner prior to notice to proceed to construction.

RIGHT OF WAY CERTIFICATION REPORT

Name of LPA: City of Hattiesburg

Project Termini: City of Hattiesburg - HIP Earmark MS 228 - Construction of Fourth Street
Pathway from 38th to 34th Avenue

FMS Project No.: 109376-701000

External Project No.: STP-7194-00(004)LPA

County: Forrest

Date: August 5, 2025

Yes

No

☐☒

(1) The LPA certifies that all project activities will take place on existing ROW and no ROW was acquired.

☒☐

(2) The LPA certifies that based on a site inspection of the right of way for the project the right of way is clear of encroachments.

☒☐

(3) The LPA certifies that based on a site inspection of the right of way for the project that no improvements remain within the project right of way limits.

☒☐

(4) The LPA certifies that the project has been inspected and there are no visible indications of potentially contaminated sites within the proposed right of way.

☒☐

(5) The LPA certifies that the project right of way does not contain structures that required asbestos abatement.

☐☒

(6) The LPA certifies that there are no utilities in conflict with the project.

☒☐

(7) The LPA certifies that there are no railroads facilities affected by the above referenced project.

If the project requires any additional ROW, or the LPA cannot certify yes to any of the seven certifications listed above, then the LPA must complete the appropriate status report found in the MDOT-LPA Project Development Manual's (PDM) Chapter 5, section 11 and include with this Report. Any errors to this certification will be the responsibility of the certifying LPA.

The LPA certifies that the LPA will accept full financial responsibility for any damage caused, or delay claims that arise, in whole or in part, due to the failure of the LPA to remove, relocate or adjust, or clear any encroachment, utility, or contaminated site. Any additional construction costs incurred as a result of working around any encroachment, utility, or contaminated site will be paid by the LPA as a non-reimbursable expense.

Bergin, Mary

Project Director



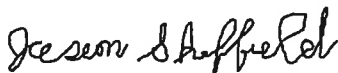
Signature

8/1/2025

Date

Sheffield, Jason

District Utility Coordinator Concurrence



Signature

8/5/2025

Date

RIGHT OF WAY STATUS REPORT

City of Hattiesburg
City of Hattiesburg - HIP Earmark MS 228 - Construction of Fourth Street
Pathway from 38th to 34th Avenue
109376-701000 / STP-7194-00(004)LPA
Forrest
August 5, 2025

The above named LPA certifies that "ROW is Required" for the above referenced LPA project.

This is to certify that the LPA has obtained legal and physical possession of all necessary rights of way, including control of access rights or Right of Entry (when pertinent) in accordance with Federal and State regulations, policies, and procedures governing the acquisition(s) of real property for the above referenced project., () have or (_X_) have not been acquired, including legal and physical possession, for the above referenced project in accordance with Federal and State laws, including 49 CFR Part 24, except those parcels that are not acquired as indicated on the Right of Way Status Report.

This is to further certify that () there were or (_X_) there were no persons or businesses displaced for this project or certifies that all persons or businesses that have been displaced have been relocated in accordance with Federal and State regulations, policies and procedures governing the relocations assistance and payments, except those parcel(s) as indicated on the Right of Way Status Report.

The attached Table 1, Right of Way Status Report, shows all real property parcel(s) and the date that each parcel has been or will be acquired and the date that each displaced person or business has been or will be moved as part of the above referenced project.

Bergin, Mary



Signature

8/1/2025

Date

Table 1
Right of Way Status Report
City of Hattiesburg
109376-701000 / STP-7194-00(004)LPA
August 5, 2025

Parcel/Interest Reference No.	Begin Station #	Name of Owner/Tenant	Acquired by Type of Deed or ROE	Date of Possession	Acquisition Cost/ROE Deposit Amt.	Relocation Assistance Cost	Date Moved
2-028E-06-098	2+80	AFN ABSPROP001, LLC	Filed for Eminent Domain				
2-028E-06-100	0+30	Bengal Portfolio Owner, LLC	Filed for Eminent Domain				
2-028E-06-125	8+00	Forrest C. Walters & Billie B. Walters	Deed	07/13/2025	\$12,290		
24012	4+55	University of Southern Mississippi	Memorandum of Agreement	06/02/2025	\$		
24013	5+80	University of Southern Mississippi	Memorandum of Agreement	06/03/2025	\$		
24021	8-18	University of Southern Mississippi	Memorandum of Agreement	06/03/2025	\$		
24029	14+05	University of Southern Mississippi	Memorandum of Agreement	06/03/2025	\$		

UTILITY STATUS REPORT

City of Hattiesburg
City of Hattiesburg - HIP Earmark MS 228 - Construction of Fourth Street
Pathway from 38th to 34th Avenue
109376-701000 / STP-7194-00(004)LPA
Forrest
August 5, 2025

The following is a list of each utility owner on the above referenced project, and the status of each utility and related agreement(s) and plans.

The above-named LPA understands that any claim by the contractor due to NOT having the utilities relocated will be a non-participating item. In the event the utility facilities are discovered to be in conflict, damaged, or otherwise impact the proposed construction, the above-named LPA shall bear all responsibility and/or claims associated with these facilities.

List of Each Utility Owner on the Project	Status of Utilities to remain, be adjusted, or relocated and the status of related agreements and plans
Mississippi Power Company	To be relocated by the utility owner prior to notice to proceed to construction
AT&T	To be relocated by the utility owner prior to notice to proceed to construction
Comcast	To be relocated by the utility owner prior to notice to proceed to construction

Bergin, Mary
Project Director



Signature

8/1/2025

Date

District Utility Coordinator Concurrence:



Signature

8/5/2025

Date

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Final Clean-Up

Immediately prior to final inspection for release of maintenance, the Contractor shall pick up, load, transport and properly dispose of all litter from the entire highway right-of-way that is within the termini of the project.

Litter shall include, but not be limited to, solid wastes such as glass, paper products, tires, wood products, metal, synthetic materials and other miscellaneous debris.

Litter removal is considered incidental to other items of work and will not be measured for separate payment.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 15

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Non-Use of Precast Drainage Units

Bidders are hereby advised that the use of precast inlets and junction boxes will **NOT** be allowed on this project. Subsection 601.02.3 states that "the Contractor may request approval from the Engineer to furnish and install precast units in lieu of cast-in-place units". Should the Contractor make this request, the request will be denied.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 28

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Fuel and Material Adjustments

Bidders are advised that **NO FUEL OR MATERIAL ADJUSTMENT**, as addressed in Subsection 109.07 of the Standard Specifications, will be allowed on this project.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 445

CODE: (SP)

DATE: 10/10/2017

SUBJECT: Mississippi Agent or Qualified Nonresident Agent

Bidders are hereby advised of the requirements of Subsections 102.08, 103.05.2, and 107.14.2.1 of the *2017 Standard Specifications for Road and Bridge Construction* as it refers to bonding agents. Proposal guaranties, bonds, and liability insurance policies must be signed by a **Mississippi Agent or Qualified Nonresident Agent**.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 516

CODE: (IS)

DATE: 11/28/2017

SUBJECT: Errata and Modifications to the 2017 Standard Specifications

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
16	102.06	In the seventh full paragraph, change “Engineer” to “Director.”
33	105.05.1	In the sixth sentence, change “Contract Administration Engineer” to “Contract Administration Director.”
34	105.05.2.1	In subparagraph 2, change “SWPPP, ECP” to “SWPPP and the ECP”
35	105.05.2.2	In subparagraphs 2, add “ and” to the end of the sentence. In subparagraph 3, remove “, and” and add “.”.
90	109.04.2	In the last paragraph of subparagraph (a), place a period “.” at the end of the sentence.
93	109.04.2	In the last paragraph of subparagraph (g), place a period “.” at the end of the sentence. Also, in the first paragraph of subparagraph (h), place a period “.” at the end of the sentence.
97	109.07	Under ADJUSTMENT CODE, subparagraph (A1), change “HMA mixture” to “Asphalt mixtures.”
98	109.11	In the third sentence, change “Engineer” to “Director.”
219	308.04	In the last sentence of the last paragraph, change “Contractor’s decision” to “Engineer’s decision.”
300	405.02.5.9	In the first sentence of the second paragraph, change “Hot Mix Asphalt” to “Asphalt Mixtures.”
502	630.01.1	In the first paragraph, change “ <u>AASHTO</u> ” to “AASHTO’s <u>LRFD</u> ”.
636	646.05	Change “each” to “per each” for the pay item units of payment.
640	656.02.6.2	In item 7), change “down stream” to “downstream”.
688	630.03.2	Change the subsection number from “630.03.2” to “680.03.2.”

- | | | |
|-----|---------------|---|
| 725 | 702.08.3 | In the second sentence of the first paragraph, change “hot-mix” to “asphalt.” |
| 954 | 804.02.13.1.6 | In the definition for “M” in the % Reduction formulas, change “paragraph 7.3” to “paragraph 5.3.” |

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1225

CODE: (SP)

DATE: 11/13/2018

SUBJECT: Early Notice to Proceed

Bidders are advised that if an early notice to proceed is allowed by the Department and the Contractor experiences problems or delays between the early notice to proceed date and the original notice to proceed date, this shall not be justification for any monetary compensation or an extension of contract time.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1226

CODE: (IS)

DATE: 11/16/2018

SUBJECT: Material Storage Under Bridges

Bidders are advised that Subsection 106.08 of the Standard Specifications allows the Contractor to store materials and equipment on portions of the right-of-way. However, the Contractor will not be allowed to store or stockpile materials under bridges without written permission from the Project Engineer. The Contractor shall submit a detailed request of all proposed materials to be stored under bridges to the Engineer a minimum of 14 calendar days prior to anticipated storage. This detail shall include, but not limited to, bridge location, material type, material quantity, and duration of storage. The Project Engineer and any other needed Division will review this information and determine whether to grant approval. The Contractor shall not store any material under any bridge without written approval from the Project Engineer.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1546

CODE: (SP)

DATE: 05/23/2007

SUBJECT: Advancement of Materials

Bidders are advised that **NO ADVANCEMENT OF MATERIALS**, as addressed in Subsection 109.06.2 of the Standard Specifications, will be allowed on this project.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2206

CODE: (IS)

DATE: 01/14/2020

SUBJECT: MASH Compliant Devices

Bidders are hereby advised that compliance associated with the requirements of meeting either the National Cooperative Highway Research Program (NCHRP) Report 350 or the Manual for Assessing Safety Hardware (MASH) for installations of certain traffic control devices and permanent safety hardware devices (guardrails, guardrail terminals, permanent portable barriers, cast-in-place barriers, all other permanent longitudinal barriers, crash cushions, cable barriers, cable barrier terminals, bridge rails, bridge rail transitions, all other terminals, sign supports, and all other breakaway hardware) as listed throughout the Standard Specifications and/or the Standard Drawings, or both, is now replaced with the requirements of meeting the 2016 version of MASH after December 31, 2019. This change applies to new permanent installations and to full replacements of existing installations.

At the preconstruction conference or prior to starting any work on the project, the Contractor shall submit a letter stating that the traffic control devices and permanent safety hardware devices as outlined within the paragraph above that are to be used on the project are certified to meet MASH 2016.

When a MASH 2016-compliant device does not exist for the new permanent installations and/or full replacement installations of permanent safety hardware devices, as listed above, a MASH 2009-compliant or a NCHRP 350-compliant device may be proposed by the Contractor for the project. A written request for such instances must be submitted by the Contractor either at the preconstruction conference or prior to starting any work on the project. The Contractor shall submit the following items to the Project Engineer: (1) a detailed list of the proposed devices and locations thereof; and (2) certification letters indicating that the proposed devices are compliant with either MASH 2009 or NCHRP 350.

When a MASH 2016-compliant device does not exist for the temporary work zone traffic control devices (Category 1, Category 2, and Category 3 devices), a MASH 2009-compliant or a NCHRP 350-compliant device may be proposed by the Contractor for the project. Temporary work zone traffic control devices (Category 1, Category 2, and Category 3 devices) that are MASH 2009-compliant or NCHRP 350-compliant that have been in use prior to December 31, 2019, and that have a remaining service life may be proposed for use throughout their normal service life on the project by the Contractor. For either of these scenarios for temporary work zone traffic control devices, a written request must be submitted by the Contractor either at the preconstruction conference or prior to starting any work on the project. The Contractor shall submit the following items to the Project Engineer: (1) a detailed list of the proposed devices and locations thereof; and (2) certification letters indicating that the proposed devices are compliant with either MASH 2009 or NCHRP 350.

Work will only be allowed to proceed after the Department has granted written concurrence(s) with the proposed request(s) as listed above.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2273

CODE: (SP)

DATE: 02/12/2020

SUBJECT: Mississippi Special Fuel Tax Law

Bidder's attention is brought to the second paragraph of Subsection 107.02 of the Standard Specifications which states that all Contractors and Subcontractors must comply with all requirements contained in the Mississippi Special Fuel Tax Law, Section 27-55-501, *et seq.* Attached are two Fact Sheets provided by the Mississippi Department of Revenue (MDOR) with additional information.

Gasoline and Dyed Diesel Used for Non-Highway Purposes

Mississippi provides a reduced rate for gasoline and dyed diesel used for non-highway purposes. The reduced rates are 6.44 cents per gallon and 5.75 cents per gallon of gasoline or dyed diesel. These fuels are generally taxed at 18 cents per gallon if for on road use.

Gasoline Used for Non-Highway Purposes

You may be entitled to a refund of 11.56 cents per gallon (making this an equivalent to a tax rate of 6.44 cents per gallon) if you desire to purchase gasoline to be used off road. The gasoline must be used for agricultural, maritime, industrial, manufacturing, domestic or non-highway purposes only.

Examples of non-highway include gasoline used in boats, golf carts, machinery used for manufacturing or farm equipment used exclusively in plowing, planting or harvesting farm products.

Refund Gasoline User

The refund is based on the amount of gallons used. Before a refund is issued, you are required to...

1. Obtain a refund gasoline user's permit and a certificate for refund booklet from the Department of Revenue;
2. Have a storage tank marked "REFUND GASOLINE"; and,
3. Purchase the gasoline from someone who holds a refund gasoline dealer's permit.

No refund will be allowed for gasoline used in motor vehicles owned or operated by a government entity or used in Mississippi government contracts.

Refund Gasoline Dealer

You must obtain a refund gasoline dealer's permit from the Department of Revenue before selling refund gasoline. At no time should the gasoline be delivered to a tank that is not properly marked. The gasoline must be dyed a distinctive mahogany color at the time of delivery.

The Department of Revenue may waive the dye requirement if the dye may cause damage to the equipment. The refund gasoline user is required to obtain the waiver from the Department of Revenue.

Dyed Diesel Used for Non-Highway Purposes

Unlike gasoline, you are not required to apply for a refund if you desire to purchase dyed diesel to be used off road. Mississippi provides a reduced rate of 5.75 cents per gallon on dyed diesel used off road. Diesel used on road is subjected to 18 cents per gallon. Dyed diesel used in motor vehicles owned or operated by a government entity or used in Mississippi government contracts will be subjected to 18 cents per gallon.

Dyed Diesel Used on the Highway

Any person who purchases, receives, acquires or uses dyed diesel for highway use will be liable to pay 18 cents per gallon and subject to a penalty in the amount of \$1000.

Identifying Dyed Diesel

Storage facilities for dyed diesel must be plainly marked "NONHIGHWAY DIESEL FUEL" or "NONHIGHWAY KEROSENE". Retailers are also required to mark all pumps or dispensing equipment.



Special Fuel Used on Government Contracts

State and Local Government Contracts

Special fuel purchased, acquired or used in performing contracts with the State of Mississippi, counties, municipalities or any political subdivision is taxed at a rate of 18 cents per gallon. Special fuel includes but is not limited to the following:

- Dyed diesel fuel;
- Kerosene;
- Undyed diesel fuel; and,
- Fuel oil.

State and local government contracts include construction, reconstruction and maintenance or repairs of projects such as roads, bridges, water systems, sewer systems, buildings, drainage canals and recreational facilities. The Department of Revenue may require contractors to remit the excise tax directly to the state in lieu of paying the tax to a distributor.

Special Fuel Direct Pay Permit

Contractors that remit the excise tax to the state will be issued a Special Fuel Direct Pay Permit. This permit relieves the distributor from collecting the tax and requires the contractor to file a monthly special fuel return. The distributor should include the contractor's permit number on all invoices that are related to tax-free sales.

The contractor is required to furnish a surety or cash bond guaranteeing the payment of the excise tax prior to receiving the Special Fuel Direct Pay Permit. The Department of Revenue may accept a contractors tax bond if the bond covers the excise tax levied on special fuel.

Special Fuel Distributors

If the contractor does not have a Special Fuel Direct Pay Permit, distributors are required to collect the 18 cents excise tax and remit the tax to the Department of Revenue. The additional 12.25 cents levied on special fuel (excluding undyed diesel) should be reported on schedules 5F and 5G of the special fuel return.

Environmental Protection Fee

Special fuel distributors are required to collect the environmental protection fee even if the contractor has a Special Fuel Direct Pay Permit. The fee is levied at 4/10^{ths} of a cent per gallon. The fee is suspended or reinstated when the trust fund has exceeded or fallen below the obligatory balance.

Penalties

Any person who knowingly and willfully purchases untaxed fuel for use in equipment utilized on a road or highway construction site in this state is guilty of a misdemeanor and, upon conviction, shall be fined not less than \$1,000 or more than \$100,000, or imprisoned in the county jail for not more than one year, or both.



MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2954

CODE: (SP)

DATE: 12/01/2020

SUBJECT: Reflective Sheeting for Signs

Bidders are hereby advised that the retroreflective sign sheeting used for signs on this project shall be as listed below and shall meet the requirements of Subsection 721.06.

Temporary Construction Signs

Temporary traffic control (orange) sign sheeting shall be a minimum Type IX Fluorescent Orange sheeting as shown in Special Provision 907-721.

Permanent Signs

Permanent signs, except signs on traffic signal poles/mast arms, shall be as follows:

- Brown background sheeting on guide signs shall be a minimum Type VIII sheeting,
- Green and blue background sheeting on guide signs shall be a minimum Type IX sheeting, and
- All white, yellow, red, fluorescent yellow, and fluorescent yellow/green sheeting shall be Type XI sheeting.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4113

CODE: (SP)

DATE: 03/23/2022

SUBJECT: Unique Entity ID (SAM) Requirement for Federal Funded Projects

Bidders are advised that the Prime Contractor must register and maintain a current registration in the System for Award Management (<http://sam.gov>) at all times during this project. Upon registration, the Contractor will be assigned a SAM Unique Entity ID.

Bidders are also advised that prior to the award of this contract, they MUST be registered, active, and have no active exclusions in the System for Award Management.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904- NOTICE TO BIDDERS NO. 4303

CODE: (SP)

DATE: 02/07/2013

SUBJECT: Add Option Bidding

Bidders are hereby advised that this project contains Add Option items that will be used to determine the low bidder. Bidders are required to bid the base items (Roadway and/or Bridge Items) and **ALL** Add Options. All options are of the same priority.

Prices for all Add Option items will be added to the base items and the project will be awarded to the bidder that has the lowest total bid (base plus all Add Options) for the project. After the project has been awarded to the lowest bidder and prior to the execution of the contract, the LPA Official will select which, if any, Add Options will be deleted from the contract.

Plan sheets and bid items associated with add options that are not selected should be removed and/or disregarded as part of the contract.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4702

CODE: (SP)

DATE: 11/22/2022

SUBJECT: App for Traffic Control Reports

Bidders are advised that the Department has created a smart phone App for completing and submitting traffic control reports (Form CSD-762) required on this project. The Contractor who monitors traffic control activities and completes traffic control reports will be required to download and use this App when completing and submitting traffic control reports. The reports will then be readily available to all persons who need access to the forms. The App is free and is available for downloading at the following location.

<https://extacctmgmt.mdot.state.ms.us/>

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 5551

CODE: (SP)

DATE: 12/06/2023

SUBJECT: Federal Bridge Formula

Bidders are hereby advised that the latest revision of Federal Highway Administration Publication No. FHWA-HOP-06-105, **BRIDGE FORMULA WEIGHTS**, dated August 2006, is made a part of this contract when applicable.

Prior to the preconstruction conference, the Contractor shall advise the Engineer, in writing, what materials, if any, will be delivered to the jobsite via Interstate route(s).

Copies of the **BRIDGE FORMULA WEIGHTS** publication may be obtained by contacting:

Federal Highway Administration
400 7th Street, SW
Washington, DC 20590
(202) 366-2212

or

https://ops.fhwa.dot.gov/freight/publications/brdg_frm_wghts/

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 – NOTICE TO BIDDERS NO. 5570

CODE: (SP)

DATE: 07/28/2025

SUBJECT: Special Provisions Related to Concrete

Bidders are hereby advised that this contract contains one or more of the following **new** Special Provisions related to concrete:

- Special Provision No. 907-501-1, Subject: Concrete Pavement
- Special Provision No. 907-502-1, Subject: Concrete Bridge End Pavement
- Special Provision No. 907-503-1, Subject: Replacement of Concrete Pavement
- Special Provision No. 907-504-4, Subject: Fiber-reinforced Concrete Pavement
- Special Provision No. 907-601-1, Subject: Structural Concrete
- Special Provision No. 907-605-1, Subject: Underdrains
- Special Provision No. 907-701-4, Subject: Hydraulic Cement
- Special Provision No. 907-799-1, Subject: Hydraulic Cement Concrete Mixtures
- Special Provision No. 907-803-6, Subject: Deep Foundations
- Special Provision No. 907-804-13, Subject: Concrete Bridges and Structures
- Special Provision No. 907-804-14, Subject: Bridge Deck Overlay

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO NOTICE TO BIDDERS NO. 5605 LPA

DATE: 01/12/2024

The goal is 1% percent for the Disadvantaged Business Enterprise. All Bidders are required to submit Form OCR-481 for all DBEs.

LPA Projects: Delete entire Pre-Bid Meeting Section on page 2.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 – NOTICE TO BIDDERS NO. 5605

CODE: (IS)

DATE: 01/12/2024

SUBJECT: Disadvantaged Business Enterprises in Federal-Aid Highway Construction

DEFINITIONS

For purposes of this provision, the following definitions will apply:

“DOT” means the United States Department of Transportation.

“DBE” means disadvantaged business enterprise.

“MDOT” means the Mississippi Department of Transportation.

“DBE Program” means MDOT’s DBE Program.

This Contract is subject to the “Moving Ahead for Progress in the 21st Century Act (Map-21)” and applicable requirements of 49 C.F.R. part 26. Portions of the Act are set forth in this Notice as applicable to compliance by the contractor and all of the Act, and MDOT’s DBE Program, is incorporated by reference herein.

MDOT has developed a Disadvantaged Business Enterprise Program (“DBE Program”) that is applicable to this Contract and is made a part thereof by reference.

Copies of the DBE Program Manual may be obtained from:

Office of Civil Rights
Mississippi Department of Transportation
P.O. Box 1850
Jackson, Mississippi 39215-1850

or can be found on MDOT’s website at www.mdot.ms.gov under the Business Center under Civil Rights tab.

POLICY

It is the policy of MDOT to provide a level playing field, to foster equal opportunity in all federally assisted contracts, to improve the flexibility of the DBE Program, to reduce the burdens on small businesses, and to achieve the amount of participation that would be obtained in a non-discriminatory marketplace. In doing so, it is the policy of MDOT that there will be no discrimination in the award and performance of federally assisted contracts on the basis of race, color, sex, or national origin.

DBE DIRECTORY

A list of certified DBE contractors can be found on MDOT's website at www.mdot.ms.gov under the Business Center and Project Letting tab. The DBE firm must be certified at the time the project is let and approved by MDOT to count towards meeting the DBE goal.

PRE-BID MEETING

A pre-bid meeting for monthly lettings will be held either in the Commission Room on the 1st floor of MDOT's Administration Building, 401 N. West St., Jackson, MS 39201, or via a teleconference source, at 2:00 p.m. on the Monday immediately preceding the fourth Tuesday. No pre-bid meeting is required for emergency lettings.

This meeting is to inform DBE firms of subcontracting and material supply opportunities. Attendance at this meeting is considered of prime importance in demonstrating good faith efforts to meet the contract goal.

AWARD

Award of this Contract to the lowest bidder will be contingent upon the following conditions:

1. Concurrence with the Federal Highway Administration, when applicable.
2. All bidders must submit to the Office of Civil Rights Form OCR-481 no later than the 3rd business day after opening of the bids to satisfy MDOT or have documented in the bid package that adequate good faith efforts have been made to meet the Contract goal. For any questions regarding Form OCR-481, contact the Office of Civil Rights at 601.359.7466.
3. Bidders must include OCR-485 information with their bid proposal listing all firms that submitted quotes for material supplies or items to be subcontracted. The OCR-485 information must be signed and included with the bid proposal. If the OCR-485 information is not included and signed as part of the bid proposal, the bid will be deemed irregular.

Prior to the start of any Contract work, the bidder must notify the Project Engineer, in writing, of the designated "DBE Liaison Officer" for the project. This notification must be posted on the bulletin board at the project site.

DBE REPORTS

1. OCR-481 is available on MDOT's website at www.mdot.ms.gov under the Civil Rights tab, or by calling 601.359.7466. This form must contain:
 - a. The name and address of each certified DBE contractor and/or supplier; and
 - b. The Reference Number, percent of work to be completed by the DBE subcontractor, and the dollar amount of each item. If a portion of an item is subcontracted, a breakdown of that item, including quantities and unit price, must be attached

detailing what part of the item the DBE firm is to perform and who will perform the remainder of the item.

2. OCR-482: At the conclusion of the project, before the final estimate is paid and the project is closed out, the prime contractor will submit to the Project Engineer Form OCR-482. In this form, the contractor must certify the total amount paid to all DBE contractors/suppliers over the life of the Contract. The Project Engineer will submit the completed Form OCR-482 to the DBE Coordinator in the MDOT Office of Civil Rights. Final acceptance of the project is dependent upon MDOT's Contract Administration Division's receipt of the completed and approved Form OCR-482 as received from the Office of Civil Rights.
3. OCR-483: The Project Engineer or Inspector will complete Form OCR-483, the Commercially Useful Function Performance Report, in accordance with MDOT S.O.P. No. OCR-03-05-02-483. Evaluations reported on this form are used to determine whether or not the DBE firm is performing a commercially useful function. The prime contractor is expected to take corrective action when the report contains any negative evaluations. DBE credit may be disallowed and/or sanctions imposed if it is determined that the DBE firm is not performing a commercially useful function. This form is to be completed and submitted to the DBE Coordinator in the Office of Civil Rights.
4. OCR-484: Each month, the prime contractor will submit to the Project Engineer OCR-484, which certifies payments to all subcontractors and lists all firms to reflect payments made during the estimate period. The prime contractor will submit this form even if they have not paid any money to a firm during the estimate period. The Project Engineer will attach the form to the monthly estimate before forwarding it to MDOT's Contract Administration Division for further processing. Failure of the contractor to submit the OCR-484 form will result in the estimate not being processed and paid.
5. OCR-485: ALL BIDDERS must submit the signed Form OCR-485 with bid proposals of all firms that submitted quotes for material supplies or items to be subcontracted. If the OCR-485 information is not included and signed as part of the bid proposal, the bid will be deemed irregular.
6. OCR-487: The OCR-487 is only used by prime contractors that are certified DBE firms. This form is used in determining the exact percentage of DBE credit for the specified project. The lowest bidder must submit this form to MDOT's Office of Civil Rights with the OCR-481 form. It may also be submitted with the Permission to Subcontract Forms (CAD-720, CAD-725, and CAD-521).

DBE forms may be obtained from the Office of Civil Rights at the MDOT Administration Building, 401 N. West St., Jackson, MS, or at www.mdot.ms.gov under the Civil Rights tab.

CONTRACTOR ASSURANCES

Each contract that MDOT signs with a contractor, and each subcontract that the prime contractor signs with a sub-contractor, must contain the following assurance set forth in 49 C.F.R. § 26.13:

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, sex, or national origin in the performance of this Contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of federally assisted contracts. Failure by the contractor to carry

out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as MDOT deems appropriate.

CONTRACTOR'S OBLIGATION

The contractor and all subcontractors shall take all necessary and reasonable steps to ensure that DBE firms can compete for and participate in the performance of a portion of the work in this Contract and shall not discriminate on the basis of race, color, sex, or national origin. Failure on the part of the contractor to carry out the DBE requirements of the Contract constitutes a material breach of contract and, after proper notification, MDOT may terminate the Contract or take other appropriate action as determined by MDOT.

When a contract has a zero (0) percent goal, the contractor must take all necessary and reasonable steps to ensure that DBE firms can compete for and participate in the performance of the work in the Contract. In this case, all work performed by a certified DBE firm is considered to be a "race neutral" measure and MDOT will receive DBE credit towards the overall State goal when the DBE firm is paid for their work. If the prime contractor is a certified DBE firm, MDOT can receive DBE credit only for the work performed by the prime contractor's work force or any work subcontracted to another DBE firm. Work performed by a non-DBE subcontractor is not eligible for DBE credit.

CONTRACT GOAL

The goal for participation by DBEs is established for the Contract in the attached Supplement. The contractor shall exercise all necessary and reasonable steps to ensure that participation is equal to or exceeds the Contract goal.

If the Contract goal established by MDOT is one (1) percent or greater, it must be met to fulfill the terms of the Contract. The contractor may list DBE subcontractors and items that exceed MDOT's Contract goal, but should any unforeseen problems arise that would prevent a DBE from completing its total commitment percentage, the contractor will meet the terms of the Contract as long as it meets or exceeds MDOT's Contract goal.

All Bidders shall submit to the Office of Civil Rights Form OCR-481, signed by the prime contractor and the DBE subcontractors, no later than the third business day after opening of the bids. Please refer to the "DBE Reports" section of this Notice to Bidders for what information must be contained in the OCR-481 Form.

If the DBE commitment shown on the last bid sheet of the proposal does not equal or exceed the Contract goal, the bidder must submit to MDOT's Contract Administration Division information that shows that adequate good faith efforts have been made to meet the Contract goal. This information must be submitted to MDOT prior to bid opening.

Failure of the lowest bidder to furnish acceptable proof of good faith efforts submitted to MDOT's Contract Administration Division prior to bid opening shall be just cause for rejection of the

proposal. Award may then be made to the next lowest responsive bidder, or the project may be re-advertised. For MDOT's reconsideration process, please see MDOT's DBE Manual.

GOOD FAITH EFFORTS AT THE TIME OF THE BIDDING

For the purposes of the DBE Program, Good Faith Effort means to have made every reasonable effort using, at a minimum, the guidelines outlined below, and any other steps deemed appropriate to initially find and/or replace a DBE to meet the established DBE Goal assigned to a project. Additional guidance can be found in Appendix A to 49 C.F.R. § 26.53(a).

The following factors are illustrative of matters that MDOT will consider in judging whether the bidder has made adequate good faith efforts to satisfy the Contract goal.

1. Whether the bidder attended the pre-bid meeting that was scheduled by MDOT to inform DBEs of subcontracting opportunities;
2. Whether the bidder reached out to the MDOT Office of Civil Rights for assistance;
3. Whether the bidder advertised in general circulation, trade association, and minority-focused media concerning the subcontracting opportunities;
4. Whether the bidder provided written notice to a reasonable number of specific DBEs that their interest in the Contract is being solicited;
5. Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested;
6. Whether the bidder selected portions of the work of the work to be performed by DBEs in order to increase the likelihood of meeting the Contract goal;
7. Whether the bidder provided interested DBEs with adequate information about the plans, specifications, and requirements of the Contract;
8. Whether the bidder negotiated in good faith with interested DBEs and did not reject them as unqualified without sound reasons based on a thorough investigation of their capabilities;
9. Whether the bidder made efforts to assist interested DBEs in obtaining any required bonding or insurance;
10. Whether the bidder has written notification to certified DBE Contractors soliciting subcontracting for items of work in the Contract;
11. Whether the bidder has a statement of why an agreement was not reached; and
12. Proof of written notification to certified DBE Contractors by certified mail that their interest is solicited in subcontracting the work defaulted by the previous DBE or in subcontracting other items of work in the Contract.

The bidder's execution of the signature portion of the proposal shall constitute execution of the following assurance:

The bidder hereby gives assurance pursuant to the applicable requirements of "Moving Ahead for Progress in the 21st Century Act (MAP-21)" and applicable requirements of 49 C.F.R. part 26 that the bidder has made a good faith effort to meet the contract goal for DBE participation for which this proposal is submitted.

In determining whether a bidder made good faith efforts, MDOT will:

1. Scrutinize the documented efforts of the bidder;
2. Review the performance of other bidders in meeting the Contract goal;
3. Require the bidder to submit copies of each DBE and non-DBE subcontractor's quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the Contract to review whether DBE prices were substantially higher; and
4. Contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime contractor.
5. MDOT will not consider standardized (i.e., bulk or generic) mailings to DBEs requesting bids as sufficient to satisfy good faith efforts.
6. MDOT will also not consider a promise to use DBEs after Contract award as responsive to Contract solicitation, nor will it constitute adequate good faith efforts.

GOOD FAITH EFFORTS DURING THE CONTRACT

If a DBE subcontractor cannot perform satisfactorily, or at all, and this causes the OCR-481 commitment to fall below the Contract goal, the contractor must take all necessary and reasonable steps to replace the DBE with another certified DBE subcontractor or submit information to satisfy a good faith effort to MDOT. Contractor must notify the Office of Civil Rights immediately upon determination that the goal may not be achieved.

Information to be submitted to satisfy MDOT may include:

1. Did the prime contractor look at other areas of the Contract to subcontract out to DBEs?
2. Did the prime contractor look for new DBE firms to perform the same line of work?
3. Did the prime contractor identify other DBEs used in the performance of the Contract but that were not reported to MDOT?
4. Did the prime contractor select portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals would be achieved?
5. Did the prime contractor provide interested DBEs with adequate information about the plans, specifications, and requirements of the Contract in a timely manner?
6. Did the prime contractor negotiate in good faith with interested DBEs?
7. Did the prime contractor use good business judgment such as taking into consideration the DBE firm's price and capabilities as compared to non-DBE firms?
8. Did the bidder reject the DBEs as being unqualified without sound reasons?
9. Did the prime contractor make efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or the prime contractor?
10. Did the prime contractor effectively use the services of available the agency's DBE Supportive Services provider or other available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to aid in the recruitment and placement of DBEs?

When a contractor proposes to substitute/replace/terminate a DBE that was originally named on the OCR-481, the contractor must obtain a release, in writing, from the named DBE explaining

why the DBE subcontractor cannot perform the work. A copy of the original DBE's release must be attached to the contractor's written request to substitute/replace/terminate along with an appropriate Subcontract Forms for the substituted/replaced/terminated subcontractor, all of which must be submitted to the Project Engineer for forwarding to the Office of Civil Rights DBE Coordinator for review and approval actions. The replacement DBE must be a DBE who was on MDOT's list of "Certified DBE Contractors" when the job was let, and who is still active.

Under no circumstances may the prime contractor or a subcontractor perform the DBE's work without prior written approval from MDOT.

PARTICIPATION/DBE CREDIT

Participation shall be counted toward meeting the goal in this Contract as follows:

1. If the prime contractor is a certified DBE firm, only the value of the work actually performed by the DBE prime contractor can be counted towards the project goal, along with any work subcontracted to a certified DBE firm.
2. If the contractor is not a DBE, the work subcontracted to a certified DBE contractor will be counted toward the goal.
3. The contractor may count a portion of the total dollar value of a contract with a joint venture eligible under the standards of the provision equal to the percentage of the DBE partner in the joint venture towards the Contract goal.
4. Expenditures to DBEs that perform a commercially useful function may be counted toward the goal. A business is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work and carries out its responsibilities by actually performing, managing, and supervising the work involved.
5. The contractor may count one hundred (100) percent of the expenditures for materials and supplies obtained from certified DBE suppliers and manufacturers that produce goods from raw materials or substantially alters them for resale provided the suppliers and manufacturers assume the actual and contractual responsibility for the provision of the materials and supplies. The contractor may count sixty (60) percent of the expenditures to suppliers that are not manufacturers, provided the supplier performs a commercially useful function in the supply process. Within thirty (30) days after receipt of the materials, the contractor shall furnish to the Project Engineer invoices from the certified supplier whereby the DBE goal can be verified by MDOT's DBE Coordinator.
6. Any work that a certified DBE firm subcontracts or sub-subcontracts to a non-DBE firm will not count towards the DBE goal.
7. Only the dollars actually paid to the DBE firm may be counted towards the DBE goal. The participation of a DBE Firm cannot be counted towards the Prime Contractor's DBE goal until the amount being counted towards the goal has been paid to the DBE.

SANCTIONS

If the prime Contractor fails to fulfill the contract DBE goal commitments on the OCR-481 forms, including administrative errors, and/or is found to have taken actions that are not in compliance

with the MDOT DBE Program and 49 CFR Part 26 , MDOT has the option to enforce any or all combination(s) of the following penalties:

1. Disallowing credit to go towards the DBE goal;
2. Withholding progress estimate payments;
3. Deducting from the final estimate or recovering an amount equal to the unmet portion of the DBE goal, which may include additional monetary penalties as outlined below based on the number of offenses and the severity of the violation, as determined by MDOT:

1st Offense	10% of unmet portion of goal	or	\$7,500 lump sum payment	or	Both
2nd Offense	20% of unmet portion of goal	or	\$15,000 lump sum payment	or	Both
3rd Offense	40% of unmet portion of goal	or	\$25,000 lump portion of goal	or	\$25,000 lump sum payment and debarment

4. MDOT may debar the contractor from bidding on MDOT's federally funded projects for a period of up to twelve (12) months after notification by certified mail.

If the DBE goal is not met due to an administrative error by the contractor, MDOT has the discretion to assess a percentage of the unmet portion of the goal or any combination of the above as sanctions, in an amount that is deemed appropriate by MDOT.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 5750

CODE: (SP)

DATE: 03/19/2024

SUBJECT: Manual on Uniform Traffic Control Devices (MUTCD)

Bidders are advised that any reference to the current edition of the MUTCD or the latest edition of the MUTCD within plans, proposal, or standard specifications means the 2009 Edition and the 3 Revisions thereto.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 5866 LPA

CODE: (SP)

| DATE: 10/28/2015

SUBJECT: Payroll Requirements

Bidders are hereby advised that the Contractor and Subcontractor(s) are required to submit payroll information to the Project Engineers on a weekly basis.

On Federal-Aid Projects, LPA-880, LPA-881 and certified payroll submissions are required each week the Contractor or a Subcontractor performs work on the project. This is addressed in Section IV of Form FHWA-1273.

On State-Funded Projects, LPA-880 is required each week the Contractor or a Subcontractor performs work on the project.

| When no work is performed on either Federal-Aid or State-Funded Projects, the Contractor should only submit LPA-880 showing no work activities.

The Contractor shall make all efforts necessary to submit this information to the Project Engineer in a weekly manner. The Engineer will have the authority to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to submit the required information. Submission of forms and payrolls shall be current through the first full week of the month for the estimate period in order for the Project Engineer to process an estimate.

Bidders are advised to review the requirements regarding payroll submissions in Section 110 of the Standard Specifications.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904- NOTICE TO BIDDERS NO. 6000 LPA

CODE: (SP)

DATE: July 15, 2019

SUBJECT: Traffic Control Personnel Requirements

Bidders are hereby advised that the Contractor's Traffic Control Supervisor, and the LPA's person (LPA staff, or CE&I Consultant) in responsible charge of the traffic control on the project submit to the training requirements set forth in section **618.01.2** of the Mississippi Standard Specifications for Road and Bridge Construction, 2017 edition.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 6195

CODE: (SP)

DATE: 8/22/2024

SUBJECT: Retroreflectivity Requirements

The Bidder's attention is called to Subsection 907-626.03.3 – Reflectivity Requirements in Special Provision No. 907-626-11.

The value shown in Table 1, Minimum Dry Retroreflectivity for Yellow, 275 mcd/m²/lx is hereby revised to 225 mcd/m²/lx.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 7011

CODE: (SP)

DATE: 5/14/2021

SUBJECT: Contract Time

PROJECT: STP-7194-00(004)LPA/109376-701000

The completion of work to be performed by the Contractor for this project will not be a specified date but shall be when all allowable working days are assessed, or any extension thereto as provided in Subsection 108.06.

The Notice of Award will be issued within 60 days of the bid opening date and the effective date of the Notice to Proceed / Beginning of Contract Time Date will be within One months following the Date of the Notice of Execution of Contract Letter. Should the Notice to Proceed / Beginning of Contract Time Date fall within the winter months of December, January, or February the Notice to Proceed/Beginning of Contract time will be March 1st.

The Contractor shall request a Notice to Proceed/Beginning of Contract Time date in writing after receiving the Notice of Execution of Contract Letter and the date requested should be within the One month period following the Date of the Notice of Execution of Contract Letter. The Contractor's written request for Notice to proceed Date should be given a minimum of seven (7) calendar days in advance of the Notice to Proceed requested. Should the Contractor request a Notice to Proceed earlier than stipulated above, and it is agreeable with the LPA for an early Notice to Proceed, the requested date will become the new Notice to Proceed date. Regardless of whether or not an early Notice to Proceed is granted, contract time will start at the original Notice to Proceed date.

90 Working Days have been allowed for the completion of work for the base phase of on this project.

A Preconstruction Conference as required by Subsection 108.03.2 should be held prior to commencement of any field work by the Contractor.

Any fabrication of needed materials can begin after the contract has been executed and submittals are approved.

Bidders are advised that if add options are present on the Progress Schedule provided within the Contract Documents, that careful consideration be given to the time associated with each add option. If any add options are selected by the LPA to be part of this project the time associated with the add option will be added to the project's contract time. The Contractor will be notified in writing the total Contract time at the time of the project award.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904- NOTICE TO BIDDERS NO. 7200

DATE: 10/20/2017

SUBJECT: Specialty Items

PROJECT: STP-7194-00(004)LPA / 109376-701000 -- Forrest County

Pursuant to the provisions of Section 108, the following work items are hereby designated as “Specialty Items” for this contract. Bidders are reminded that these items must be subcontracted in order to be considered as specialty items.

Category: Construction Staking

<u>Pay Item</u>	<u>Description</u>
699-A001	Roadway Construction Stakes

Category: Concrete

<u>Pay Item</u>	<u>Description</u>
907-417-A001	Polymer Cement Surface System
907-608-D001	Colored Concrete Sidewalk, Scoring Pattern
907-608-D002	Stamped and Colored Concrete Sidewalk, Brick Pattern, Driveway
907-608-D002	Stamped and Colored Concrete Sidewalk, Brick Pattern

Category: Electrical

<u>Pay Item</u>	<u>Description</u>
682-F001	Secondary Power Controller
L00016: 683-B500	Lighting Assembly, Low Mast, LED Type 15-1-0-96
907-684-PP001	Pole Foundation, Per Plans

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 8500 LPA

CODE: (SP)

DATE: 12/18/2020

SUBJECT: Allowable Density Deviations on Non-Roadway Facilities

Bidders are advised that the Engineer may, at his discretion, allow minor deviations in density requirements, not more than five percent (5%), from the specified test values per the following equation:

$$\text{Minimum allowable density} = \text{specified minimum density} - \text{allowable deviation}$$

As an example, a new asphalt bike trail with a specified minimum asphalt density of 93% of maximum density and an allowed deviation of 5%, the in-place density at full pay could be 88% of maximum density.

This deviation shall only be allowed for items of work characterized as pedestrian facilities, such as Pedestrian Pathways, Bike Trails, and Multi-use Pathways, which are not part of the roadway structure.

Before allowable deviations are accepted, the Contractor shall have demonstrated during performance of the work and documented prior to payment of each monthly estimate for the work, good faith efforts to meet the original contract requirements. This documentation shall be presented in a manner acceptable to the Engineer. Any such acceptance will not relieve the Contractor from responsibility for maintenance of the work, until the release of maintenance.

If the deviation in density from the specified test values for the work exceeds five percent (5%), the work shall be removed and replaced by the Contractor at no expense to the LPA, their Consultant, MDOT, or FHWA.

"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.

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 Publication Date
0 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
LABORER: Grade Checker.....	\$ 14.82 **	0.00
LABORER: Luteman.....	\$ 12.88 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.57 **	0.00
LABORER: Pipelayer.....	\$ 14.50 **	0.00
LABORER: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 12.17 **	0.00
OPERATOR: Asphalt Spreader.....	\$ 14.71 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.20 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 11.86 **	0.00
OPERATOR: Broom/Sweeper.....	\$ 10.94 **	0.00
OPERATOR: Bulldozer.....	\$ 13.99 **	0.00
OPERATOR: Concrete Saw.....	\$ 13.93 **	0.00
OPERATOR: Crane.....	\$ 14.80 **	0.00
OPERATOR: Distributor.....	\$ 11.46 **	0.00
OPERATOR: Grader/Blade.....	\$ 16.09 **	0.00
OPERATOR: Loader.....	\$ 13.99 **	0.00
OPERATOR: Mechanic.....	\$ 13.00 **	0.00

OPERATOR: Milling Machine.....	\$ 16.96 **	0.00
OPERATOR: Oiler.....	\$ 12.22 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 11.56 **	0.00
OPERATOR: Roller (All Types)....	\$ 12.17 **	0.00
OPERATOR: Scraper.....	\$ 14.00 **	0.00
OPERATOR: Tractor.....	\$ 12.00 **	0.00
SURVEYOR (Staking, Marking and Brush Clearing).....	\$ 11.56 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.72 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 14.18 **	0.00
TRUCK DRIVER: Mechanic.....	\$ 12.31 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 17.08 **	0.00
TRUCK DRIVER: Dump Truck (All Types).....	\$ 11.58 **	0.00
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 14.36 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** 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.

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"

SUPPLEMENT TO FORM FHWA-1273

DATE: 10/06/2023

SUBJECT: Federal Contract Provisions for Subcontracts

Federal Contract Provisions for Subcontracts

All subcontracts shall be in writing and contain all pertinent provisions and requirements of the prime contract.

Each “Request for Permission to Subcontract” (Mississippi Department of Transportation LPA Form RSP-1) shall include a copy of the subcontract. The federal contract provisions (FHWA-1273, SUPPLEMENT TO FORM FHWA-1273, NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246), DAVIS-BACON AND RELATED ACT PROVISIONS (WAGE RATES)) must be physically incorporated as part of the subcontract. A completed Mississippi Department of Transportation LPA Form NRAA-1 and LPA Form SCC-1 must be attached to the LPA Form RSP-1.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 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, 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.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to DBAconformance@dol.gov. 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.

(4) 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 will, by email to DBAconformance@dol.gov, 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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 [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor 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 [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with 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 (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with 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. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goal for female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work, is 6.9%.

Until further notice	Goals for minority participation for each trade (percent)
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SHSA Cities:

Pascagoula - Moss Point -----	16.9
Biloxi - Gulfport -----	19.2
Jackson -----	30.3

SMSA Counties:

Desoto -----	32.3
Hancock, Harrison, Stone-----	19.2
Hinds, Rankin-----	30.3
Jackson -----	16.9

Non-SMSA Counties:

George, Greene-----	26.4
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Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Clay, Coahoma, Grenada, Itawamba, Lafayette, Lee, Leflore, Marshall, Monroe, Montgomery, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Washington, Webster, Yalobusha -----	26.5
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Attala, Choctaw, Claiborne, Clarke, Copiah, Covington, Franklin, Holmes, Humphreys, Issaquena, Jasper, Jefferson, Jefferson Davis, Jones Kemper, Lauderdale, Lawrence, Leake, Lincoln, Lowndes, Madison, Neshoba, Newton, Noxubee, Oktibbeha, Scott, Sharkey, Simpson, Smith, Warren, Wayne, Winston, Yazoo-----	32.0
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Forrest, Lamar, Marion, Pearl River, Perry, Pike, Walthall-----	27.7
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Adams, Amite, Wilkinson -----	30.4
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These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 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 60-4.2(d). Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is to the county and city (if any), stated in the advertisement.

5. The notification required in Paragraph 3 shall be addressed to the following:

Contract Compliance Officer
Mississippi Department of Transportation
P.O. Box 1850
Jackson, Mississippi 39215-1850

(12/04/2018)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-101-1

CODE: (IS)

DATE: 07/20/2023

SUBJECT: Definitions and Terms

Section 101, Definitions and Terms, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-101.01--Abbreviations. After the abbreviation API on page 1, add the following.

APL Approved Products List

Replace the abbreviation for AWPAA on page 1 with the following.

AWPA American Wood Protection Association

907-101.02--Definitions. Delete the sentence after the list of holidays in Subsection 101.02 on page 6 under **holidays, legal**, and substitute the following.

When a legal holiday falls on a Saturday or Sunday, the succeeding Monday, or as proclaimed by the Governor, will be observed as a legal holiday.

Delete the definition for Notice to Proceed in Subsection 101.02 on page 8, and substitute the following.

Notice to Proceed - Written notice to the Contractor to proceed with the contract work.

Delete the definition for “Plans” in Subsection 101.02 on page 8, and substitute the following.

plans - The approved plans, profiles, typical cross-sections, working drawings and supplemental drawings, or exact reproduction thereof, that show the location, character, dimensions, and details of the work to be done. The plans may also include electronic files, referred to on the plans as Electronic Files Identified as Plans, which may include engineering models, spreadsheets, CADD files or other electronic files used to convey design intent. When the contract does not have an official set of plans, reference to the plans shall mean the contract documents.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-102-4 LPA

CODE: (SP)

DATE: 06/30/2017

SUBJECT: Bidding Requirements and Conditions

Subsection 102.06--Preparation of Proposal. Delete the first, second, third and fourth paragraphs of Subsection 102.06 on page 15 and substitute the following:

The bidder's complete original proposal shall be submitted upon the forms furnished by the Department and shall enter in a unit price and extension in the appropriate columns for each bid item exclusive of those items for which a fixed contract unit price and the extension are shown. Lump sum bid items are to be bid as an item total only since a unit price is not required. The bidder shall also enter where indicated the subtotal amount for each of the various divisions and the total amount of the proposal which shall also include the extensions of the items with a fixed contract unit price. In case of discrepancy between a unit price and the extension, the unit price will govern and the extension along with the total amount of the proposal will be corrected. All figures shall be in ink or typed.

Delete the first sentence of the ninth paragraph and add the following:

The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation; or by an agent of the Contractor legally qualified to bind the Contractor and acceptable to the State.

Subsection 102.08--Proposal Guaranty. Delete the two paragraphs in Subsection 102.08 on page 17 and substitute the following:

No proposal will be considered unless accompanied by certified check, cashier's check or bid bond, made payable to the LPA listed in the contract, in an amount of not less than five percent (5%) of the total amount of the proposal offered. The guaranty shall be evidence of good faith that, if awarded the contract, the bidder will execute the contract and give performance and payment contract bond(s) as stipulated in Subsection 103.05.1, 103.05.2, and as required by law.

If a bid bond is offered as guaranty, the bond must be on a form approved by the Chief LPA Official, made by a Surety acceptable to the Chief LPA Official and signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent and the Bidder. Such bid bond shall also conform to the requirements and conditions stipulated in Subsection 103.05.2 as applicable.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-104-2

CODE: (IS)

DATE: 06/17/2025

SUBJECT: Minor Alteration to the Contract

Section 104, Scope of Work, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-104.02--Alterations of Plans or Character of Work.

907-104.02.3--Minor Alteration to the Contract. In the first paragraph of Subsection 104.02.3 on page 25, change \$10,000.00 to \$25,000.00.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-105-2

CODE: (IS)

DATE: 07/20/2023

SUBJECT: Control of Work

Section 105, Control of Work, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-105.01--Authority of the Engineer. Delete the first sentence of the second paragraph of Subsection 105.01 on page 31, and substitute the following.

The Engineer has the right to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to correct conditions unsafe for workmen or the general public, for failure to carry out provisions of the Contract, or for failure to carry out orders.

907-105.02--Plans and Working Drawings. Delete the first paragraph of Subsection 105.02 on page 31, and substitute the following.

After the contract is executed by the Executive Director, the Contractor will receive, free of charge, two bound copies of the proposal and contract documents (one executed and one blank) two full scale copies of the plans, five half-scale copies of the Plans, and Electronic Files Identified as Plans. The Contractor shall have one copy of the proposal and contract documents and one half-scale copy of the plans available at all times during work activity on the project.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-106-3

CODE: (IS)

DATE: 03/19/2025

SUBJECT: Control of Materials

Section 106, Control of Materials, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

After Subsection 106.13 on page 47, add the following.

907-106.14--Buy America Materials Sourcing Requirements for Federal-Aid Projects. The “Infrastructure Investment and Jobs Act” (the “Act”), or Bipartisan Infrastructure Law (BIL), was enacted on November 15, 2021 (See Public Law No. 117-58, Sections 70901-70953). The Buy America provisions of the Act expand the previous Buy America requirements beyond what is currently required for steel and iron products.

Any iron or steel products per Subsection 700.01 or construction materials per Subsection 907-700.01.1, that are used for a Federal-Aid highway construction project, shall be domestically manufactured (as further described in Subsection 700.01) and compliant with current requirements of the Act, as implemented in 2 CFR 184, 2 CFR 200.322, and OMB 24-02 Memo and related requirements therein, and with the current requirements within 23 CFR 410.

As determined by the Department within the contract prior to award, all products and/or materials will only be classified under one of the following categories: Iron or Steel Products, Manufactured Products, and Construction Materials. It is the Prime Contractor’s responsibility to ensure all submittals required for Buy America are submitted to the Project Engineer prior to the products and/or materials being incorporated into the work.

The following items require Buy America Certification on Federal-Aid projects:

- (a) Iron or Steel Products
- (b) Construction Materials

A list of items that require Buy America Certification may be viewed at www.goMDOT.com under Business Center → Engineering Standards/Guides/Manuals → Construction Materials.

Items classified as a Manufactured Product that do not include iron or steel products do not require a Buy America Certification on a Federal-Aid project. Manufactured Products are currently exempted under the 1983 waiver from FHWA. Manufactured Products are determined by the Department’s Materials Division.

To be considered a Manufactured Product, an item shall meet one of the following requirements:

- (a) The item consists of two or more of the listed construction materials that have been combined through a manufacturing process.
- (b) The item consists of at least one of the listed construction materials that has been combined through a manufacturing process with a material that is not listed as a construction material.

Buy America provisions do not apply to temporarily used items that (1) are specified to be removed at the end of the project per the contract provisions or (2) are specified to remain in place per the contract provisions and are also documented by the Department in the contract provisions to be removed in a subsequent imminent, near-term phased project.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-108-4

CODE: (SP)

DATE: 10/07/2020

SUBJECT: Subletting of Contract

Section 108, Prosecution and Progress, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-108.01--Subletting of Contract.

907-108.01.1--General. Delete the third sentence of the tenth paragraph of Subsection 108.01.1 on the bottom of page 72.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-108-6

CODE: (SP)

DATE: 03/11/2025

SUBJECT: Default and Termination of Contract

Section 108, Prosecution and Progress, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-108.08--Default and Termination of Contract. At the end of the Subsection 108.08 on page 85, add the following.

907-108.08.1--Debarment of Contractor If the Contractor is declared to be in default under this Subsection and the Contract terminated for the reason(s) indicated in Subsections 108.08 (d), (f), or (g) above, the Commission may, in its discretion and in addition to default and termination, declare the Contractor to be debarred from bidding on any other projects for a period of one (1) year from the date of the termination letter. If the debarred Contractor has multiple on-going Contracts with the Commission and receives a one (1) year debarment, the on-going Contract(s) may continue; however, the Contractor will not be allowed to bid another project until one (1) year has passed from date of the termination letter.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-109-5

CODE: (IS)

DATE: 11/14/2023

SUBJECT: Measurement and Payment

Section 109, Measurement and Payment, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-109.01--Measurement of Quantities. Delete the sixth full paragraph of Subsection 109.01 on page 88, and substitute the following.

If appropriate based on the specific circumstances of the project, the Contractor may request that material specified to be measured by the cubic yard or ton be converted to the other measure. The Contractor must submit this request to the Engineer. The Engineer will provide an approval or denial in writing. The decision is in the sole discretion of the Engineer. If approved, factors for this conversion will be determined by the District Materials Engineer and agreed to by the Contractor. The conversion of the materials along with the conversion factor will be incorporated into the Contract by supplemental agreement. The supplemental agreement must be executed before such method of measurement is used.

907-109.04--Extra Work.

907-109.04.1--Supplemental Agreement. Delete the second paragraph of Subsection 109.04.1 on page 90.

907-109.04.2--Force Account Agreement. Delete the last sentence of subparagraph (c) in Subsection 109.04.2 on page 91, and substitute the following.

An amount will be added equal to fifteen percent (15%) of the sum thereof, excluding sales tax.

Delete subparagraph (d) in Subsection 109.04.2 on pages 91 & 92, and substitute the following.

- (d) **Equipment.** Equipment used for force account work shall be of sufficient size and type necessary to perform the required work in an economic and expeditious manner. The Contractor must provide the manufacturer, make, model, year, type of fuel and other necessary information to determine proper hourly payment rates. Subject to advance approval of the Engineer, actual transportation cost for a distance of not more than 200 miles will be reimbursed for equipment not already on the project.

For equipment authorized by the Engineer for use on the force account work, the Engineer will use the equipment rental rates from the “*Rental Rate Blue Book*” as published on the Equipment Watch website www.equipmentwatch.com for the time period the force account work is authorized to determine payment to the Contractor. The maximum allowable rates

are determined as follows:

1. The hourly equipment rate will equal the FHWA total hourly rate. This rate takes into account adjustment factors for age and region.
2. The hourly estimated operating costs have been included in the FHWA total hourly rate.
3. The idle and standby rates shall be as listed in the "*Rental Rate Blue Book*" as reported by *Equipment Watch*.
4. These rates include the basic machine plus any necessary attachments.

Standby rates shall apply when equipment is not in operation and is approved by the Engineer to standby for later use to complete the work. Idle rates shall apply to equipment located on the project and the engine is burning fuel but no ground engaging or other components are actively engaged in meaningful work. In general, idle or standby rates shall apply when equipment is not in use, but will be needed again to complete the work and the cost of moving the equipment will exceed the accumulated standby cost. If the idle standby cost should exceed the equipment moving cost to or from the work site, the Contractor will be entitled to the moving cost only. Idle or standby rates will be used under the following conditions:

1. The equipment is totally dedicated to the force account work and not used intermittently on other work.
2. Idle or standby cost will be considered only after equipment has been operated on force account work.
3. The sum of idle or standby time and operating time shall not exceed eight (8) hours per day or 40 hours in a week.
4. Idle or standby payment will not apply to days not normally considered to be work days such as holidays, weekends, or days of inclement weather when no other work is taking place.

The Department will not pay for idle or standby time when equipment is inoperable, for time spent repairing equipment, or for the time elapsed after the Engineer has advised the Contractor that the equipment is no longer needed. The Department will determine if it will be more cost effective to pay standby time on approved equipment on site or for multiple mobilizations.

If equipment is needed, which is not included in the *Rental Rate Blue Book* as reported by *Equipment Watch*, the Department and Contractor will agree upon reasonable rental rates in writing before the equipment is used.

All equipment shall be subject to approval from day to day in accordance with the requirements of Subsection 108.05.

907-109.06--Partial Payment.

907-109.06.2--Advancement on Materials.

Delete the next to last paragraph of Subsection 109.06.2 on page 95, and substitute the following.

Materials for which an advanced payment has been allowed must be paid for by the Contractor within 30 days of the estimate on which the advanced payment was first allowed and proof of said payment must be verified by the supplier. If proof of payment is not furnished within the allowable 30 days, the advanced payment will be deducted on subsequent current estimates until such time that proof of payment is furnished.

907-109.07--Changes in Material Costs. After the fifth paragraph of Subsection 109.07 on page 96, change the web address to the following.

https://mdot.ms.gov/portal/current_letting

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-234-1

CODE: (SP)

DATE: 10/13/2021

SUBJECT: Silt Fence

Section 234, Silt Fence, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-234.02--Materials. Delete the first paragraph of Subsection 234.02 on page 181, and substitute the following.

Materials used in silt fence and super silt fence may be accepted by certification per Subsection 700.05.1. Geotextile fabric, posts, staples and woven wire backing, when required, shall meet the requirements of Subsection 714.13.

907-234.05--Basis of Payment. Add the “907” prefix to the pay items listed on page 183.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-417-3

CODE: (SP)

DATE: 03/27/2025

SUBJECT: Polymer Cement Surface System

Section 907-417, Polymer Cement Surface System, is hereby added to and made a part of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows:

SECTION 907-417-POLYMER CEMENT SURFACE SYSTEM

907-417.01--Description. This work consists of furnishing labor, materials, and equipment required for the application of a polymer cement surface system (PCSS) on a prepared concrete surface. The polymer cement surface system shall provide skid and abrasion resistance, and the resulting surface may be patterned and/or monolithic as specified in the plans, or as directed by the Engineer.

907-417.02--Materials. Material for the PCSS shall meet the following requirements.

<u>Properties</u>	<u>Test Value</u>	<u>Test Method</u>
Compressive Strength, (28 days), psi, minimum	3,100	ASTM C 109
Tensile Strength, psi, minimum	700	AASHTO T 132
Bond Strength, psi, minimum	250	ASTM C 1583
Friction Number, minimum	0.45	ASTM E 1911
Length Change, percent, maximum	0.024	ASTM C 157

The Contractor shall furnish the Engineer with certified test reports showing that the material meets the requirements of the Specification.

When not installed by the Manufacturer, the Contractor performing the work shall be authorized by the Manufacturer to install the product. When someone other than the Manufacturer installs the product, the Contractor shall furnish the Engineer with an Authorized Applicator Certification or other documentation from the Manufacturer stating that the Contractor is certified to install the product.

A textured finished surface shall be required for the PCSS and shall be achieved with aggregate. Aggregate shall be selected such that it will meet the requirements of Table 1.

Table 1			
Friction Testing Requirements			
Test Measurement	Requirement	Frequency/Application Area	Test Method
Skid Resistance Using Dynamic Friction Tester (12 mph/20 kmh)	min 0.45	1 per 200 lane-feet	ASTM E 1911

Friction test shall be performed in the presence of the Engineer. The Engineer shall be notified at least 48 hours before friction testing. and shall occur within 30 days after installation

The color of the PCSS shall be similar to the color of the surface which it is to be applied and shall be approved by the Engineer prior to use. Any chemical admixtures and/or color pigments used, the dosage rates, and the conditions for use in the PCSS shall be approved by the Manufacturer.

The material shall be delivered to site in weatherproof containers and stored in a covered and ventilated location.

907-417.03--Construction Requirements.

907-417.03.1--Weather Limitations. The PCSS shall not be placed during periods of fog or rain. Should a rain event occur during installation, all operations shall cease and work shall not be resumed until dry conditions are present. Authorization to continue placement after a rain event shall be approved by the Engineer.

907-417.03.1.1--Cold Weather Limitations. The PCSS shall only be installed when the temperature of the concrete surface is at or above 50°F and expected to remain above 50°F for six (6) hours. There shall be no forecast ambient temperatures below 35°F within 24 hours from the time of placement. When the ambient temperature is below 50°F, but will remain above 40°F during PCSS installation, the PCSS can be placed only when Manufacturer approved accelerators are added to the mix and approval of the Engineer is obtained.

907-417.03.1.2--Hot Weather Limitations. The PCSS shall only be installed when the temperature of the concrete surface is at or below 130°F. When the ambient temperature exceeds 90°F, the use of cold water or ice should be considered for the blending operation at a rate approved by the Manufacturer. If the use of cold water or ice is not possible, then the use of a Manufacturer approved retarder may be permitted.

907-417.03.2--Surface Preparation. For proper adhesion, the concrete shall be dry, clean, and sound. Any spalls or failures in the concrete shall be repaired to the satisfaction of the Engineer and the Manufacturer. Cost of concrete repairs shall be included in the costs of the PCSS. The existing concrete shall be cleaned to a SSPC-SP13/NACE 6, Surface Preparation of Concrete, or better.

907-417.03.3--Mixing. The measuring and mixing operation shall be capable of producing a consistent homogeneous mix sufficient to maintain the production levels required for the work. The water and dry blend shall be charged into the mixer and blended to the desired consistency while maintaining effective temperatures to prevent flashing of the mix. Hand mixing in pails is not permissible.

907-417.03.4--Placing. The PCSS shall be uniformly deposited on the substrate by a device approved by the Manufacturer and Project Engineer, and have the capability of mixing the materials at a rate to ensure continuous application.

907-417.03.5--Base Coat. A base coat shall be applied to the prepared concrete surface at a rate recommended by the Manufacturer. Curing shall be required as recommended by the Manufacturer prior to placing of the top coat. Once curing is complete, installation of the top coat shall begin immediately. There shall be no time differential between curing of the base coat and installation of the top coat.

907-417.03.6--Top Coat. A top coat shall be applied over the base coat. When a pattern is required, the pattern shall be specified in the plans. The combined cured thickness of the base coat and top coat should be between 1/8" and 3/16".

907-417.03.7--Curing and Release to Traffic. Care shall be taken by the Contractor to protect the PCSS from traffic until the area is sufficiently cured. Curing time will vary depending on ambient and surface temperatures. At 70°F, curing time is approximately two (2) hours, with an increase in curing time as the ambient temperature decreases. The PCSS shall not be opened to traffic until it has reached a sufficient compressive strength such that the surface will not be damaged by vehicular traffic. A Manufacturer Representative, Certified Applicator, or the Engineer shall provide the final approval for release to traffic.

907-417.03.8--Equipment. Equipment used when installing the PCSS shall be designed for installing the material applied and suitable for use by the Manufacturer and Project Engineer.

907-417.03.9--Protection. Areas that are not to receive the PCSS shall be masked to protect the surfaces prior to application. The Contractor should also take the necessary precautions to protect other structures and the traveling public from any unwanted application.

907-417.03.10--Acceptance. The Contractor shall furnish a Manufacturer's certification stating that the material used is one acceptable for the product and the product has been installed in accordance with the Manufacturer's recommendations.

When a component material, as indicated by a test result or poor performance, or the finished product indicate an inferior, unsatisfactory or unacceptable product, the work or materials shall be removed and replaced or otherwise corrected by the Contractor at no additional cost to the State in a manner satisfactory to the Engineer.

907-417.04--Method of Measurement. Polymer cement surface system will be measured by the square yard.

907-417.05--Basis of Payment. Polymer cement surface system, measured as prescribed above, will be paid for at the contract unit price per square yard, which price shall be full payment for all materials, tools, labor, testing, protection, and all incidentals necessary for completing the work.

Payment will be made under:

907-417-A: Polymer Cement Surface System

- per square yard

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-608-2

CODE: (IS)

DATE: 11/12/2019

SUBJECT: Detectable Warning Panels

Section 608, Concrete Sidewalks, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as hereby amended as follows.

907-608.02--Materials. Delete the fourth paragraph of Subsection 608.02 on page 414, and substitute the following.

Detectable warning panels for Americans with Disabilities Act (ADA) compliance shall meet the requirements of the plans, standard specifications, contract documents, and AASHTO M 333. The panels shall be precast, modular, or prefabricated.

907-608.04--Method of Measurement. Delete the first paragraph of Subsection 608.04 on page 416, and substitute the following.

Concrete sidewalks of the type specified will be measured for payment by the square yard. Transition slopes, turning space, and ramps necessary for detectable warning panels will be measured as concrete sidewalk.

907-608.05--Basis of Payment. Add the following to the list of pay items in Subsection 608.05 on page 416.

907-608-C: Detectable Warning Panels per square foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-618-12

CODE: (SP)

DATE: 05/03/2024

SUBJECT: Traffic Control Management

Section 618, Maintenance of Traffic and Traffic Control Plan, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-618.01--Description.

907-618.01.2--Traffic Control Management. Delete subparagraph (g) of Subsection 618.01.2 on page 441, and substitute the following.

- g) Perform a minimum of once-a-week inspections from the Notice to Proceed until a Partial or Final Maintenance Release is obtained. Once work begins, daily daytime inspections and weekly nighttime inspections are required on projects with predominantly daytime work, and daily nighttime inspections and weekly daytime inspections are required on projects with predominantly nighttime work. Weekly inspections will be allowed for periods outside of active construction. When lane closures are present or any non-fixed signs or traffic handling devices such as cones or barrels are in place, inspections shall be performed daily whether work is being performed or not.

907-618.05--Basis of Payment. Delete pay item 618-A on page 449 and substitute the following.

907-618-A: Maintenance of Traffic

- lump sum

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-626-12

CODE: (IS)

DATE: 06/17/2025

SUBJECT: Thermoplastic Traffic Markings

Section 626, Thermoplastic Traffic Markings, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

Delete Section 626 on pages 492 thru 496, and substitute the following.

SECTION 626 - THERMOPLASTIC TRAFFIC MARKINGS

907-626.01--Description. This work consists of furnishing materials and placing thermoplastic pavement markings of the type specified in conformity with these specifications and the details shown on the plans or established. All hot-applied thermoplastic pavement markings shall be coated with a double-drop combination of optics.

This work may also consist of placing an audible bump or puck style marking system on the edge line that provides an audible and vibratory warning when driven over. The marking system shall be a road marking system of the dimensions indicated at regular and predetermined intervals.

This work may also consist of placing a profile or raised shape marking system on centerline or edge line that provides audible and vibratory warning when driven over. The marking system shall be a road marking system of the dimensions indicated and at regular and predetermined intervals. When placed on centerline, the markings system shall consist of an extruded black transverse thermoplastic bar of the dimensions indicated at regular and predetermined intervals.

This work may also consist of placing high contrast thermoplastic markings. High contrast thermoplastic markings shall consist of placing thermoplastic pavement markings over a black thermoplastic pavement marking to enhance the marking's visibility.

All pavement marking material, excluding lines over rumble strips, shall be applied using the extrusion/ribbon method. Lines placed over rumble strips shall be applied using the atomization/spray method, [unless the extrusion/ribbon method can be demonstrated to perform adequately and is approved by the Engineer.](#)

Permanent pavement marking tape (permanent cold plastic tape) may be used in lieu of hot applied thermoplastic markings. Substitution will only be allowed for pay items 907-626-A through H. Substituted pavement marking tape shall be of the same color and width as that required for the hot applied thermoplastic. Unless otherwise specified, the markings, whether hot applied or pavement marking tape, shall be of the same type of material for the entire project. Stop bars and crosswalks shall not be substituted with pavement marking tape and shall be alkylid hot-applied thermoplastic markings or heat-fused preformed pavement markings. Material and construction

requirements for substituted pavement marking tape shall meet the requirements of Special Provision 907-628. The layout and spacing for substituted pavement markings will remain as shown in the plans, or in the contract documents, for hot applied thermoplastic markings. Measurement of adhesive substituted pavement markings shall be made in accordance with Special Provision 907-628. Payment for adhesive substituted pavement markings shall be made at the unit price for the appropriate hot applied thermoplastic marking.

When thermoplastic pavement markings are used on bridge decks or concrete surfaces, the surface shall be sealed with an epoxy sealer prior to the application of thermoplastic.

907-626.02--Materials. All pavement marking materials shall meet the requirements of Special Provision 907-720.

907-626.02.1--Audible Bumps. Audible bumps shall have a profile such that the leading and trailing edges are sloped at a sufficient angle to create an audible and vibratory warning.

Audible bumps shall be at least 0.45 inches above the pavement surface at the highest point of the bump. The height shall be measured after the application of drop-on material. The bumps shall have a minimum dimension of two and one-half inches (2½") in both transverse and longitudinal directions. The bumps may have a drainage channel. The width of each drainage channel shall not exceed one-quarter of an inch (¼") at the bottom of the channel.

907-626.02.2--Audible Transverse Bars. The length of transverse bars is the measurement lateral to the direction of travel, also known as transverse width. The width of transverse bars is the measurement parallel to the travel way.

Transverse bars on centerline shall have a length of 10 inches, a width of three inches (3"), and a height of 350 mils. Transverse bars on centerline shall be placed on 2-foot centers through no-passing zones and 5-foot centers through passing zones. Transverse bars on centerline shall be placed in advance of permanent thermoplastic markings.

Transverse bars on edge lines shall have a length of six inches (6"), a width of three inches (3"), and a height of 350 mils. Transverse bars on edge lines shall be placed on 2-foot centers. Tolerance for the longitudinal and transverse measurements shall be one quarter of an inch (¼") and the tolerance for height shall be 50 mils. The above dimensions are based on 6-inch strip application.

Thermoplastic material for edge line transverse bars shall be as specified on the Plans and meet the requirements of Special Provision 907-720 or as specified on the plans. Thermoplastic material for centerline transverse bars shall be black and shall meet the requirements of Special Provision 907-720.

907-626.02.3--High Contrast Markings. High contrast markings shall be black with the pertinent marking color overlaid on top and shall meet the requirements of Special Provision 907-720.

907-626.03--Construction Requirements.

907-626.03.1--Equipment. Equipment for hot application shall be of sufficient size and stability to ensure smooth, uniform, properly aligned markings of the dimensions specified. The equipment shall be suitably equipped for heating and controlling the flow of the material. The equipment shall be constructed to provide continuous mixing and agitation of the material. The conveying parts of the equipment, between the main material reservoir and applicator, shall be so constructed as to prevent accumulation and clogging. The equipment shall be constructed so that all mixing and conveying parts, up to and including the applicator, maintain the material at the plastic temperature. The thermoplastic material shall be dispensed at a temperature recommended by the manufacturer. The applicator shall include a cutoff device remotely controlled to provide clean, square stripe ends and to provide a method for applying skip lines. The thermoplastic reservoir shall be insulated and equipped with an automatic thermostatic control to maintain the proper temperature of the material.

The application equipment shall be capable of automatic placement of intermittent and continuous line patterns in single or double line applications simultaneously. The intermittent timer mechanism shall provide a variable ratio of materials applied and variable cycle length such that accurate placement of new patterns, or replacement of existing patterns can be achieved.

The equipment shall also be capable of applying the top dressing of optics (beads) in a manner that firmly embeds them into the surface of the thermoplastic material for at least one half of the diameter of the larger gradation sizes of the optics. The dispensing equipment shall be equipped with an automatic cut-off control for the application of the optics that is synchronized with the cut-off of the thermoplastic material.

Optics applied to the surface of the completed stripe shall be applied by an automatic dispenser attached to the pavement marking equipment in such a manner that the optics are immediately dispensed upon the completed line. The dispenser shall be equipped with an automatic cutoff control, synchronized with the cutoff of the pavement marking equipment. The double-drop optics as defined in 907-720 shall be automatically applied at a uniform rate to achieve the minimum retroreflectivity requirements of 907-626.

907-626.03.2--Construction Details. The thermoplastic compound shall be screed or ribbon extruded to the pavement surface. Heat-fused, pre-formed pavement markings shall be fusible to asphalt surfaces by means of the normal heat of a propane weed-burner type of torch or other heating device as recommended by the manufacturer. Heat-fused, pre-formed pavement markings shall be instantly highly reflective without the application of additional optics.

Thermoplastic markings shall not be applied to the pavement surface when the pavement surface temperature is less than 55°F. The pavement surface shall be dry, to the satisfaction of the Engineer, before application will be permitted. Unless otherwise specified by the manufacturer, thermoplastic pavement marking material shall be applied to the surface between 400°F and 450°F with a recommended application temperature being 420°F.

Immediately before application, all areas to be marked shall be thoroughly cleaned. Cleaning may be done by rotary brooms, air blast, scrapers, or whatever combination of equipment is necessary to clean the pavement thoroughly without damage to the pavement surface. On areas of pavement

cured with compound, the membrane shall be removed completely by shot blasting, sand blasting or other approved method. Before edge striping, particular care shall be taken to remove all vegetation, loose soil, and the like from the area to be marked. Should other methods fail, the surface shall be wetted with a water jet and scrubbed as necessary to dislodge all foreign material. After washing, the surface shall be allowed to dry thoroughly, and all films of dried mud apparent after surface drying shall be removed before application of markings. Marking shall follow as closely as practicable after the surface has been cleaned and dried, but no markings shall be applied until the surface has been inspected and permission given to proceed. The cost for preparing the surface shall be included in the contract unit prices for the marking items.

Unless otherwise directed by the Engineer, traffic stripes that are conflicting with the thermoplastic stripe shall be removed prior to placement of the thermoplastic material. Removal of pavement markings shall be done by a means that will not gouge the surface of the pavement in a manner that requires patching to ensure the integrity of the pavement. Temporary paint stripe may be left in place when satisfactorily placed in the proper location. Any temporary stripe not covered shall be removed. Payment for removal of stripe, except temporary stripe, will be made under Section 202.

On newly constructed asphalt pavements, any sand, grit, or other surface contaminants shall be removed using compressed air and/or sweeping. Water blasting may be necessary to remove surface contaminants which cannot be removed by the use of compressed air and/or sweeping. This work is considered surface preparation.

The finished lines shall have well defined edges and the thickness of thermoplastic markings above the roadway surface shall be no less than 90 mils for edge lines, center lines, lane lines, barrier lines, and detail stripe including gore markings, and no less than 120 mils for crosswalks, stop lines, and railroad, word and symbol markings. The minimum thickness, as required above, will be measured in the center of the line when gauged. The minimum thickness one-half inch ($\frac{1}{2}$ ") from the edges shall not be less than 75% of the thickness required in the center.

Any thermoplastic traffic marking less than the required thickness shall be corrected by recapping at no additional costs to the Department. Although a thickness tolerance of 25 percent from center to edge is allowed, a consistent underrun of any amount in thickness as determined by the Engineer will not be acceptable.

The length and width of lines shall be within a tolerance of ± 3 inches and $\pm 1/8$ inch, respectively. For skip markings, the tolerance for intervals shall not exceed the line length tolerance. On curves, unsightly variations from the normal curvature will not be permitted unless specifically shown on the plans or ordered by the Engineer.

Heat-fused, pre-formed pavement markings shall be supplied with a minimum average thickness of 90 mils before application on the roadway surface.

All newly applied thermoplastic material shall be protected from traffic until the material is sufficiently dry so as not to sustain damage from vehicle tires. Any material so damaged by traffic shall be repaired, and the thermoplastic material tracked onto the pavement shall be removed and

replaced.

907-626.03.3--Reflectivity Requirements. The longitudinal pavement markings shall meet the following retroreflectivity values when measured within 10 to 30 calendar days of placement, after removing loose beads.

Table 1. Minimum Dry Retroreflectivity

Color	All Stripe without Rumble mcd/m ² /lx	Rumble Stripe mcd/m ² /lx
White	375	250
Yellow	225	150

For projects with less than two miles between the BOP and EOP, retroreflectivity measurements will not be required.

907-626.03.3.1--Measuring Devices. Retroreflectivity measurements are required to be taken using a vehicle mounted mobile retroreflectometer using 30-meter geometry with video and mapping capabilities as per AASHTO T-398. The retroreflectometer and operator shall be certified by the manufacturer, authorized representative of the manufacturer, or an MDOT approved program such as the Texas A&M Transportation Institute (TTI) Mobile Retroreflectometer Certification Program. The Contractor shall provide copies of current certifications for the operator(s) and the device(s) to the Engineer.

907-626.03.3.2--Acceptance Procedure. Averages of the mobile measurements shall be provided for every 0.1 miles unless otherwise specified or approved. Take measurements on each section of roadway for each series of markings (i.e., edge line, center skip line, each line of a double line, etc.) and for each direction of traffic flow. Measure each line in both directions for centerlines on two-way roadways (i.e., measure both double solid line in both directions and measure all center skip lines in both directions). Furnish measurements in compliance with the below requirements. Use all equipment in accordance with the manufacturer's recommendations and directions. Inform the Engineer at least 24 hours before taking any measurements.

A marking meets the retroreflectivity requirements if:

- The combined average retroreflectivity value for a one-mile segment meets the minimum retroreflectivity values specified, and
- Within the one-mile segment, no more than three consecutive 0.1 mile intervals shall have an average retroreflectivity value below the minimum required value.

The one-mile segment will start from the beginning of the data collection and end after a mile worth of measurements have been taken; each subsequent mile of measurements will be a new segment. If the remainder is 0.5 miles or less, it shall be included in the previous mile segment, otherwise the remaining segment of greater than 0.5 mile shall be its own segment. Centerlines with 2 stripes (either solid or broken) will result in 2 miles of data for each mile segment. Each centerline stripe must be tested for compliance as a stand-alone stripe.

The Contractor may elect to restripe with a minimum of 0.060 in. (60 mils) at no cost to the Department each one-mile segment that failed to meet the minimum retroreflectivity requirements.

Measurements shall be retaken within 10 to 30 calendar days after the second application for the mile segment for that series of markings. If the markings do not meet minimum retroreflectivity after the second application, the Engineer may require removal of all existing markings, a new application as initially specified, and a repeat of the application process until minimum retroreflectivity requirements are met.

907-626.03.3.3--Mobile Retroreflectivity Data Collection. Mobile Retroreflectivity Data Collection (MRDC) shall be conducted on dry pavement only and when the ambient air temperature is greater than 40°F. Data shall be submitted to the Engineer no later than 3 working days after the day the data is collected. Submit all raw data collected in addition to all other data submitted. Provide data files in Microsoft Excel format or a format approved by the Engineer. The data file and video must contain the following information.

907-626.03.3.3.1--Data File. Data files shall be provided with the following:

- Date;
- District;
- County;
- Name of mobile retroreflectometer operator;
- Route number with reference markers or other reference information provided by the Engineer to indicate the location of beginning and end data collection points on that roadway;
- Cardinal direction;
- Line type (single solid, single broken, double solid, etc.);
- Line color;
- File name corresponding to video;
- Data for each centerline listed separately;
- Average reading taken for each 0.1-mi. interval (or interval designated by the Engineer);
- Accurate GPS coordinates (within 20 ft.) for each interval;
- Color-coding for each interval indicating passing or failing, unless otherwise directed by the Engineer (passing and failing thresholds provided by the Engineer);
- Graphical representation of the MRDC (y-axis showing retroreflectivity and x-axis showing intervals) corresponding with each data file;
- Distance in miles driven while measuring the pavement markings;
- Event codes (pre-approved by the Engineer) indicating problems with measurement;
- Upper validation threshold (may be included separately with the raw data but must be clearly identified with the data collected using that threshold).

907-626.03.3.3.2--Map. A map shall be provided in an electronic format approved by the Engineer with each MRDC submission that includes the following information:

- Date;
- District number;
- County;

- Color-coded 1-mi. intervals (or interval length designated by the Engineer) for passing and failing retroreflectivity values or retroreflectivity threshold values provided by the Engineer; and
- Percentage of passing and failing intervals, if required by the Engineer.

907-626.03.3.3.3--Video. A high-quality video file shall be provided with the following information:

- Date and corresponding data file name on label;
- District number;
- County;
- Route number with reference markers or other designated reference information to indicate the location of beginning and end collection points on that roadway; and
- Retroreflectivity values presented on the same screen with the following information:
 - Date;
 - Location;
 - Starting and ending mileage;
 - Total miles;
 - Retroreflectivity readings; and
 - Upper validation thresholds (may be included separately with the raw data but must be clearly identified with the data collected using that threshold).

907-626.03.4--Reflectivity Verification Testing. The Engineer or a third party may perform retroreflectivity verification testing on any project. At a minimum, each Contractor performing work for the Department will be verified on an annual basis. The Contractor-submitted retroreflectivity data will be compared to the verification test data to determine acceptability of the Contractor's mobile retroreflectometer data. Comparison of the data will result in one of the two scenarios below:

- Contractor's Data is Validated – If the difference between Contractor's and Engineer/third party data is 20% or less, then the Contractor's data is validated. The Contractor's data will be used for acceptance.
- Contractor's Data is not Validated – If the difference between the Contractor's and Engineer/third party data is more than 20%, then the Contractor's data is not validated. The Engineer/third party data will be used for acceptance and the Contractor will be required to take corrective action prior to additional Contractor data collection and may require re-certification of the mobile retroreflectometer.

907-626.04--Method of Measurement. Thermoplastic stripe completed in accordance with the plans and specifications will be measured by the mile or by the linear foot, as indicated, from end-to-end of individual stripes. In the case of skip lines the measurement will include skip intervals. The length used to measure centerline, lane lines, and edge stripes will be the horizontal length computed along the roadway.

Detail traffic stripe will be measured by the linear foot from end-to-end of individual stripes. Measurements will be made along the surface of each stripe and will exclude skip intervals where

strips are specified. Stripes more than six inches (6") in width will be converted to equivalent lengths of 6-inch stripe.

Hot-applied legend, which is to include railroad markings, pedestrian crosswalks, and stop lines, will be measured by the square foot or linear foot. Pay areas of individual letters and symbols will usually be shown on the plans and measured by the square foot. Transverse railroad bands, pedestrian crosswalks and stop lines will generally be measured by the linear foot, in which case, stripes more than six inches (6") in width will be converted to equivalent lengths of 6-inch widths.

Pre-formed legend which is to include railroad markings and pedestrian crosswalks will be measured and paid for by each.

The length measured for thermoplastic audible bump edge stripe will not include the permanent thermoplastic edge stripe. Permanent thermoplastic edge stripe will be measured for payment under a separate pay item.

Thermoplastic audible bar centerline skip stripe will be measured by the linear foot or mile. Measurements will be made along the surface from end-to-end of the stripe and will include skip intervals. The length used to measure audible bar centerline stripe will be the horizontal length computed along the roadway. The length measured for thermoplastic audible bar centerline skip stripe will not include the permanent centerline continuous or skip stripe. Permanent centerline continuous and skip stripe will be measured for payment under separate pay items.

Thermoplastic audible bar edge stripe will be measured by the linear foot or mile. Measurements will be made along the surface from end-to-end of the stripe. The length used to measure thermoplastic audible bar edge stripe will be the horizontal length computed along the roadway. The length measured for thermoplastic audible bar edge stripe will not include the permanent thermoplastic edge stripe. Permanent thermoplastic edge stripe will be measured for payment under a separate pay item.

907-626.05--Basis of Payment. Thermoplastic traffic markings will be paid for at the contract unit price per mile, linear foot, square foot or each as applicable. Any deductions for non-satisfactory material test results will be made after final testing has been performed.

Payment will be made under:

907-626-A:	6" Thermoplastic Traffic Stripe, Skip White	- per linear foot or mile
907-626-B:	6" Thermoplastic Traffic Stripe, Continuous White	- per linear foot or mile
907-626-C:	6" Thermoplastic Edge Stripe, Continuous White	- per linear foot or mile
907-626-D:	6" Thermoplastic Traffic Stripe, Skip Yellow	- per linear foot or mile
907-626-E:	6" Thermoplastic Traffic Stripe, Continuous Yellow	- per linear foot or mile

907-626-F:	6" Thermoplastic Edge Stripe, Continuous Yellow	- per linear foot or mile
907-626-G:	Thermoplastic Detail Stripe, Color *	- per linear foot
907-626-H:	Thermoplastic Legend, Color *	- per linear foot, square foot, or per each
907-626-Q:	Thermoplastic Audible Bump Edge Stripe	-per linear foot or mile
907-626-R:	Thermoplastic Detail Audible *** Stripe, Color **,	-per mile
907-626-AA:	6" High Contrast Thermoplastic Traffic Stripe, Skip White	- per linear foot or mile
907-626-BB:	6" High Contrast Thermoplastic Traffic Stripe, Continuous White	- per linear foot or mile
907-626-CC:	6" High Contrast Thermoplastic Edge Stripe, Continuous White	- per linear foot or mile
907-626-DD:	6" High Contrast Thermoplastic Traffic Stripe, Skip Yellow	- per linear foot or mile
907-626-EE:	6" High Contrast Thermoplastic Traffic Stripe, Continuous Yellow	- per linear foot or mile
907-626-FF:	6" High Contrast Thermoplastic Edge Stripe, Continuous Yellow	- per linear foot or mile
907-626-GG:	High Contrast Thermoplastic Detail Stripe, Color *	- per linear foot
907-626-HH:	High Contrast Thermoplastic Legend, Color *	- per linear foot, square foot, or each

* Indicate Blue - ADA if applicable

** Indicate White or Black

*** Indicate Centerline - Passing Zone, Centerline - No-Passing Zone, or Edge Line

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-637-3

CODE: (IS)

DATE: 05/25/2021

SUBJECT: Traffic Signal Conduit and Pull Boxes

Section 637, Traffic Signal Conduit and Pull Boxes, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-637.02--Materials.

907-637.02.1--Pull Box / Enclosures. Delete the first sentence of the second paragraph of Subsection 637.02.1 on page 558, and substitute the following.

For grade level pull boxes and enclosures only, Tier 22 (22,500-pound design load, 33,750-pound test load) enclosures with minimum size dimensions as shown in the detail drawings on the plans shall be installed for use in traffic signal construction. Enclosure boxes shall be open bottom.

Delete the fourth sentence of the second paragraph of Subsection 637.02.1 on page 558.

907-637.03--Construction Requirements.

907-637.03.1--Pull box/Enclosures. Delete the sixth sentence of the first paragraph of Subsection 637.03.1 on page 559, and substitute the following.

Enclosures located in soil or sodded areas shall be installed with a supporting poured concrete collar or approved composite collar assembly, as shown by details on the plans.

907-637.03.2.1--Conduit Duct Bank. Delete the first sentence of subparagraph a) under Bored or drilled conduit in Subsection 637.03.2.1 on page 560, and substitute the following.

All conduits under railroad tracks shall be horizontal directional bored or drilled at a minimum of ten (10) feet below the railroad bed, or as required by the Railroad Company.

Delete Subsections 637.03.2.4 and 637.03.2.5 on pages 561 & 562, and substitute the following.

907-637.03.2.4--Blank.

907-637.03.2.5--Blank.

After Subsection 637.03.2.7 on page 563, add the following.

907-637.03.3--Submittals. The submittal requirements defined in the Notice to Bidders entitled “ITS General Requirements” shall be met if the NTB is included as part of the Project Proposal

and Contract Documents. In all cases, submittals shall be thorough and timely. All costs associated with submittals shall be included in the overall contract price; no separate payment will be made for any documenting and submitting.

907-637.03.4--Quality Assurance. The quality assurance requirements defined in the Notice to Bidders entitled "ITS General Requirements" shall be met if the NTB is included as part of the Project Proposal and Contract Documents. In all cases, the Contractor shall conduct, maintain, and leave the worksite in a professional and organized manner. All costs associated with the quality assurance requirements shall be included in the overall contract price.

907-637.04--Method of Measurement. Delete subparagraphs a) and b) in Subsection 637.04 on page 563, and substitute the following.

- a) From center to center of pull box and/or foundation.
- b) Any above ground vertical conduit runs, as indicated in the plans. Measurement in underground conduit is only in the horizontal plane and no additional quantity shall be added for conduit depth or change in elevation of the conduit.

907-637.05--Basis of Payment. Delete the first, second, third, fourth and fifth paragraphs of Subsection 637.05 on page 564, and substitute the following.

Pull Box Enclosures, measured as prescribed above, will be paid for at the contract unit price per each, which price shall be full compensation for furnishing all materials including the cover, installing, crushed gravel underlayment, poured concrete collars, replacement of sod or existing grassing, final clean-up and for all equipment, all documentation and submittals, tools, labor and incidentals necessary to complete the work and quality assurance.

Conduit / Duct Bank, measured as prescribed above, will be paid for per linear feet, which price shall be full compensation for all materials, equipment, labor, trenching, installing, backfilling trench, plowing, directional boring, restoration, marking tape, pull tape, duct plugs, fittings, testing, bore logs, all documentation and submittals, and all other incidentals necessary for the installation and quality assurance of the conduit system.

Rigid Galvanized Steel, measured as prescribed above, will be paid for per linear feet, which price shall be full compensation for all materials, equipment, labor, all documentation and submittals, all related materials including but not limited to couplings, mounting straps, bonding to ground, etc., that is installed on sign structures, poles or between the pull boxes, and all other incidentals necessary for the installation and quality assurance of the conduit system.

Duct Plugs and Sealant will be included in the cost of the conduit and will not be measured separately.

Delete the pay items listed on page 564 and substitute the following.

907-637-A: Pull Box Enclosure, Type - per each

907-637-B:	Pull Box Enclosure, Structure Mounted, <u>Type</u>	- per each
907-637-C:	Traffic Signal Conduit, Underground, <u>Type, Size</u>	- per linear foot
907-637-D:	Traffic Signal Conduit, Underground Drilled or Jacked, <u>Type, Size</u>	- per linear foot
907-637-E:	Traffic Signal Conduit, Structural Conduit, <u>Type, Size</u>	- per linear foot
907-637-F:	Traffic Signal Conduit, Aerial Supported, <u>Type, No, Size</u>	- per linear foot
907-637-G:	Traffic Signal Conduit, Underground Encased in Concrete, <u>Type, Size</u>	- per linear foot
907-637-H:	Traffic Signal Conduit Bank, Underground, <u>Type, No., Size</u>	- per linear foot
907-637-I:	Traffic Signal Conduit Bank, Underground Drilled or Jacked, <u>Type, No., Size</u>	- per linear foot
907-637-J:	Traffic Signal Conduit Bank, Structural Conduit, <u>Type, No., Size</u>	- per linear foot
907-637-K:	Traffic Signal Conduit Bank, Aerial Supported, <u>Type, Size and Number</u>	- per linear foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-700-1

CODE: (IS)

DATE: 10/25/2022

SUBJECT: Materials and Tests

Section 700, Materials and Tests, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

After Subsection 700.01 on page 713, add the following.

907-700.01.1--Buy America Materials Sourcing Requirements for Construction Materials.

As related to the requirements in Subsection 907-106.14, Construction Materials shall include an article or material that is or consists 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. Construction Materials which are exempt from the requirements in Subsection 907-106.14 include the following: cement or cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

For Construction Materials, both the final manufacturing process and the manufacturing stage immediately preceding the final manufacturing process shall occur domestically.

907-700.01.2--Compliance Requirements. Prior to incorporation into the work, the Contractor shall furnish the Project Engineer with certificates of compliance documenting conformance to the requirements of Subsection 907-106.14.

The certificates shall be on the Supplier's/Manufacturer's letterhead, containing the following:

- Project number
- Name of manufacturer and address of manufacture location
- Material description
- Batch number / Heat number / Lot number
- Bill of lading number
- Date received
- "I certify each material listed on this certificate to be permanently incorporated in this project has been manufactured domestically."
- Signature of an authorized representative of the Supplier/Manufacturer

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-701-4

DATE: 11/05/2024

SUBJECT: Hydraulic Cement

907-701.04--Blended Hydraulic Cement.

907-701.04.1--Types of Blended Hydraulic Cement. After the last paragraph of Subsection 907-701.04.1 on page 1, add the following.

Blended cement Types IL meeting the “HE” high early strength requirement listed in AASHTO M 240, Table 3 shall have the “(HE)” suffix added to the type designation.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-701-4

CODE: (IS)

DATE: 11/21/2023

SUBJECT: Hydraulic Cement

Section 701, Hydraulic Cement, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-701.01--General. In the first sentence of the second paragraph of Subsection 701.01 on page 718, change “mills” to “plants.”

In the second sentence of the sixth paragraph of Subsection 701.01 on pages 718 and 719, change “shall” to “will.”

907-701.02--Portland Cement.

907-701.02.1--General. Delete Subsections 701.02.1.1, 701.02.1.2, 701.02.2, 701.02.2.1, and 701.02.2.2 on pages 719 and 720, and substitute the following.

907-701.02.1.1--Types of Portland Cement. Portland cement shall be either Type I, Type II, or Type III conforming to AASHTO M85 or Type III (MS). Type III (MS) is defined as a Type III cement conforming to AASHTO M85 having a maximum tricalcium aluminate (C₃A) content of 8%.

907-701.02.2--Blank.

907-701.02.2.1--Blank.

907-701.02.2.2--Blank.

Delete Subsection 701.04 on pages 720 and 721, and substitute the following.

907-701.04--Blended Hydraulic Cement.

907-701.04.1--Types of Blended Hydraulic Cement. Blended hydraulic cements (blended cements) shall be of the following types and conform to AASHTO M 240:

- Type IL – Portland-limestone cement
- Type IP – Portland-pozzolan cement
- Type IS – Portland blast-furnace slag cement

Blended cement Types IL, IP, and IS meeting the “MS” sulfate resistance requirement listed in AASHTO M 240, Table 3 shall have the “(MS)” suffix added to the type designation.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-702-4

CODE: (IS)

DATE: 09/11/2018

SUBJECT: Bituminous Materials

Section 702, Bituminous Materials, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-702.04--Sampling. Delete the sentence in Subsection 702.04 on page 722, and substitute the following.

Sampling of bituminous materials shall be as set out in AASHTO R 66.

907-702.07--Emulsified Asphalt. Delete the last sentence in Subsection 702.07 on page 724, and substitute the following.

Asphalt for fog seal shall conform to the requirements of Subsection 907-702.12, Table V.

907-702.12--Tables. Delete Table V in Subsection 702.12 on page 729, and substitute the following.

**TABLE V
SPECIFICATION FOR FOG SEAL**

Test Requirements	LD-7		CHPF-1		Test Method
	Min.	Max.	Min.	Max.	
Viscosity, Saybolt Furol, @ 25°C, Sec.	10	100	-	100	AASHTO T 72
Storage Stability Test, 24 hr, %	-	1	-	1	AASHTO T 59
Settlement, 5 day, %	-	5	-	-	AASHTO T 59
Oil Distillate, %	-	1	-	-	AASHTO T 59
Sieve Test, % *	-	0.3	-	0.1	AASHTO T 59
Residue by Distillation, %	40	-	40	-	AASHTO T 59
Test on Residue from Distillation					
Penetration @ 25°C, 100g, 5 sec	-	20	40	90	AASHTO T 49
Softening Point, °C	65	-	-	-	ASTM D 36
Solubility in trichloroethylene, %	97.5	-	-	-	AASHTO T 44
Elastic Recovery @ 25°C, %	-	-	40	-	AASHTO T 301
Original DSR @ 82° (G*/Sinδ, 10 rad/sec)	1	-	-	-	AASHTO T 111

* The Sieve Test result is tested for reporting purposes only and may be waived if no application problems are present in the field.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-703-2

CODE: (SP)

DATE: 11/29/2022

SUBJECT: Gradation

Section 703, Aggregates, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-703.03--Coarse Aggregates for Hydraulic Cement Concrete.

907-703.03.2--Detail Requirements.

907-703.03.2.4--Gradation. In the table in Subsection 703.03.2.4 on page 734, add 100 for the percent passing by weight on the 1½-inch sieve for Size No. 67 aggregates.

Delete Note 2 under the table in Subsection 703.03.2.4 on page 734, and substitute the following.

Note ² – 100 percent shall pass the 1-inch sieve for Size 67 used in Class F and Class FX concrete.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-705-1

CODE: (IS)

DATE: 06/13/2018

SUBJECT: Stone Riprap

Section 705, Stone Blanket Protection and Filter Blanket Materials, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-705.04--Stone Riprap. Delete the last sentence of the first paragraph of Subsection 705.04 on page 750, and substitute the following.

Quality requirements for rock to be furnished under these specifications will come from a pre-approved source and be visually approved prior to use.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-707-3

CODE: (SP)

DATE: 10/27/2021

SUBJECT: Joint Materials

Section 707, Joint Materials, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-707.02--Joint Filler.

907-707.02.2--Preformed Sponge, Rubber, Cork and Closed-Cell Polypropylene Foam Joint Fillers for concrete Paving and Structural Constructions. Delete the two paragraphs of Subsection 707.02.2 on page 755, and substitute the following.

Preformed joint filler shall conform to AASHTO M 153 for sponge, rubber, and cork and tested according to ASTM D545. The type required will be indicated on the plans.

Closed-cell polypropylene foam shall conform to the requirements in ASTM D8139 and tested in accordance with ASTM D545.

907-707.02.3--Wood. Delete paragraph (b) of Subsection 707.02.3 on page 755, and substitute the following:

- (b) Dimensions shall be as shown on the plans. Dimensions shown on the plans are “dressed” sizes in accordance with Table 3 of the American Softwood Lumber Standard, SP-20. At the discretion of the Engineer, a 3/4-inch dressed board may be used in lieu of a 1-inch dressed board. A tolerance of plus or minus 1/16 inch thickness and plus or minus 1/8 inch width will be permitted. For slip-form paving a tolerance of minus 1/4 inch on each end in length will be permitted.

907-707.06--Flexible Plastic Gasket for Joining Conduit. Delete the third paragraph of Subsection 707.06 on page 756, and substitute the following.

The Department may require the performance test described in ASTM C 990.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-708-4

CODE: (SP)

DATE: 09/21/2021

SUBJECT: Concrete Pipe

Section 708, Non-Metal Structures and Cattlepasses, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-708.02--Concrete Pipe.

907-708.02.1--Materials for Use in Concrete Pipe.

907-708.02.1.2--Fly Ash. Delete Subsection 708.02.1.2 on page 758, and substitute the following.

Fly ash conforming to the requirements of Subsection 714.05 may be used to replace hydraulic cement on a one to one replacement rate. If a type IL cement conforming to the requirements of Subsection 701.04 is used, the fly ash replacement shall not exceed 35% by weight of the cement. For all other Types of cement, the fly ash replacement rate shall not exceed 25% by weight of hydraulic cement.

907-708.02.3--Exceptions to AASHTO Standard Specifications. After Subsection 708.02.3.7 on page 760, add the following.

907-708.02.3.8--Lifting Device. In lieu of lift holes, the producer may cast an approved lifting device in the pipe during the manufacturing process. Should a lifting device be included with the pipe, the Contractor shall cut off or grind down the lifting device flush with the pipe surface after placement of the pipe. The area around the lifting device shall be coated with a sealer approved by the Engineer.

907-708.02.5--Reinforced Concrete Pipe. Delete the second paragraph in Subsection 708.02.5 on page 760, and substitute the following.

907-708.02.5.1--Class V Pipe With Diameter 54 Inches and Greater. Class V pipe with diameters of 54 inches and larger shall meet the requirements of AASHTO M 170 or M 242 as modified by Subsection 708.02 and herein.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-711-2

CODE: (IS)

DATE: 09/11/2018

SUBJECT: Plain Steel Wire

Section 711, Reinforcement and Wire Rope, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-711.02--Deformed and Plain Carbon-Steel Bars for Concrete Reinforcing.

907-711.02.3--Steel Welded and Non-Welded Wire Reinforcement, Plain and Deformed, for Concrete.

907-711.02.3.1--Plain Steel Wire. Delete the sentence in Subsection 711.02.3.1 on pages 780 and 781, and substitute the following.

Plain steel wire and plain steel welded wire shall conform to the requirements of AASHTO M 336.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-712-1

CODE: (SP)

DATE: 12/07/2021

SUBJECT: Fence and Guardrail

Section 712, Fence and Guardrail, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-712.01--General. After the sentence in Subsection 712.01 on page 785, add the following.

All materials' inspection, testing, and certification will be performed in accordance with the requirements of the current version of the Department's *Materials Division Inspection, Testing, and Certification Manual*.

Delete Subsections 712.02 and 712.03 on page 785, and substitute the following.

907-712.02--Barbed Wire. Barbed wire shall conform to the requirements of AASHTO M 280. In the coastal counties of Hancock, Harrison, and Jackson, either Coating Type Z Class 3 or Coating Type A shall be furnished. In all other areas of the State, either Coating Type Z Class 1, Coating Type Z Class 3, Coating Type ZA Class 60, or Coating Type A shall be furnished.

907-712.03--Metallic-Coated, Steel Woven Wire Fence Fabric. Woven wire fencing (i.e., "hog wire") shall conform to the requirements of AASHTO M 279. In the coastal counties of Hancock, Harrison, and Jackson, either Coating Type Z Class 3 or Coating Type A shall be furnished. In all other areas of the State, either Coating Type Z Class 1, Coating Type Z Class 3, Coating Type ZA Class 60, or Coating Type A shall be furnished.

907-712.04--Chain Link Fence. Delete Subsections 712.04.1 thru 712.04.7 on pages 785 & 786, and substitute the following.

907-712.04.1--Fabric. In the coastal counties of Hancock, Harrison, and Jackson, either Type I Class D, Type II, Type III, or Type IV fabrics shall be furnished. In all other areas of the State, either Type I Class C, Type I Class D, Type II, Type III, or Type IV fabrics shall be furnished.

907-712.04.2--Tie Wire. Tie wire shall be of the same material as the fencing wire being used, shall be of good commercial quality, and shall meet the requirements of AASHTO M 181. Either Type I, Type II, Type III, or Type IV tie wire shall be furnished.

907-712.04.3--Tension Wire. Tension wire shall be of the same material as the fencing wire being used, shall be of good commercial quality, and shall meet the requirements of AASHTO M 181. In the coastal counties of Hancock, Harrison, and Jackson, either Type I Class 3, Type II, Type III, or Type IV tension shall be furnished. In all other areas of the State, either Type II, Type III, Type IV, or Type I Classes 1, 2, or 3 tension wires shall be furnished.

907-712.04.4--Posts Rails, Gate Frames, and Expansion Sleeves. Posts, rails, gate frames, and expansion sleeves shall conform to the requirements for posts in Subsection 712.05.2, unless otherwise designated in the contract.

907-712.04.5--Miscellaneous Fittings and Hardware. Miscellaneous fittings and hardware shall conform to the requirements of Subsection 712.16.

907-712.05--Fence Posts and Braces.

907-712.05.1--Treated Timber Posts and Braces.

907-712.05.1.1--General. Delete the third, fourth, fifth, and sixth paragraphs of Subsection 712.05.1.1 on page 787, and substitute the following.

All wood posts and braces shall be treated in accordance with Subsections 718.03 and 718.04.

907-712.05.1.2--Round Posts. Delete the last sentence of the last paragraph of Subsection 712.05.1.2 on page 788.

907-712.05.1.3--Sawed Posts. Delete the last sentence of the paragraph of Subsection 712.05.1.3 on page 788.

907-712.05.1.4--Sawed Braces. Delete the last sentence of the paragraph of Subsection 712.05.1.4 on page 788.

Delete Subsection 712.05.2 on page 788, and substitute the following.

907-712.05.2--Metal Posts.

907-712.05.2.1--Round Steel Pipe. Round steel pipe shall meet the requirements of AASHTO M 181, either Grade 1 (i.e., meeting the requirements in ASTM F 1083) or Grade 2 (i.e., meeting the requirements of ASTM F 1043).

Round steel pipe shall be sized in accordance with NPS (nominal pipe size) designations as shown on Plans, and not according to the outer or inner pipe diameter.

907-712.05.2.2--Steel Fence Post and Assemblies, Hot-Wrought. Steel posts with the following section shapes, Tee, channel or U, and Y-Bar shall meet the requirements of AASHTO M 281, galvanized in accordance with the requirements of AASHTO M 111, unless otherwise specified in the contract. Acceptance of these steel posts shall be by certification from the manufacturer, producer, supplier, or fabricator, as applicable.

907-712.05.2.3--Blank.

907-712.05.2.4--Steel H-Beam Posts. Steel H-Beam posts shall be produced from structural quality weldable steel having a minimum yield strength of 45,000 psi and shall be galvanized in accordance with ASTM A 123. Steel H-Beam line posts shall be 2.250 inches by 1.625 inches and shall weigh 3.43 pounds per foot. A tolerance of plus or minus 5.0 percent is allowed for

weight per foot. A tolerance of plus or minus 1.0 percent is allowed for dimensions.

907-712.05.2.5--Aluminum-Alloy Posts and Assemblies. Round aluminum-alloy posts shall meet the requirements of ASTM B 241, Alloy 6061, T6. Aluminum-Alloy H-Beam posts shall meet the requirements of ASTM B 221, Alloy 6061, T6.

907-712.05.2.6--Formed Steel Section Posts. Formed steel section posts, "C" sections, shall be formed from sheet steel conforming to ASTM A 1011, Grade 45, and shall be galvanized in accordance with ASTM A 123.

907-712.06--Guard and Guardrail Posts.

907-712.06.2--Treated Wood Posts.

907-712.06.2.1--Square Posts. Delete the paragraph in Subsection 712.06.2.1 on page 789, and substitute the following.

All square posts shall be inspected for conformance with Section 712.05, except that the posts may be rough and shall be within $\pm 3/8$ " of the dimensions shown on the plans.

907-712.06.2.2--Round Posts. Delete the paragraph in Subsection 712.06.2.2 on page 789, and substitute the following.

All round posts shall be inspected for conformance with Section 712.05, except that the posts shall be of the shape and dimensions shown on the plans.

907-712.06.5--Treated Wood Blocks for Use with Metal Guardrail Posts. Delete the paragraphs of Subsection 712.06.5 on pages 789 & 790, and substitute the following.

Treated wood blocks for use with metal guardrail posts shall be within $\pm 3/8$ " of the size and dimensions shown on the plans, except that a minus tolerance shall not be allowed for the slotted width in which the metal post must fit.

Delete Subsection 712.16 on page 791, and substitute the following.

907-712.16--Hardware. All ferrous metal hardware for fencing such as bolts, nuts, washers, and metal straps shall be as specified on the plans and galvanizing shall not be less than 1.0 ounce per square foot of uncoated area. Aluminum coated hardware shall be coated with aluminum meeting the requirements of AASHTO M 181 for aluminum coating and at the rate of not less than 0.4 ounces per square foot of uncoated area.

Aluminum alloy hardware shall conform to the requirements of ASTM B 221 for extruded aluminum alloy 6063, T6. The finished members shall be of uniform quality.

Aluminum-zinc coated hardware shall be coated with an aluminum-zinc alloy meeting the chemical requirements and weight of coating specified for aluminum-zinc alloy coated metal gates.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-714-4

CODE: (SP)

DATE: 07/28/2025

SUBJECT: Miscellaneous Materials

Section 714, Miscellaneous Materials, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-714.01--Water.

907-714.01.1--General. Delete the last sentence of the second paragraph in Subsection 714.01.1 on page 794.

907-714.01.2--Water for Use in Concrete. Delete Subsection 714.01.2 on page 794, and substitute the following:

Water from municipal sources is permitted be used as mixing water in concrete, mortar, and grout without Department testing. Water from non-municipal water sources used in mixing of concrete, mortar, and grout which does not meet the requirements in Subsection 714.01.1 shall be tested for conformance as required in AASHTO M157, Table 1 and Table 2.

907-714.01.3--Water for Use in Chemically Stabilized Based. Delete the first sentence of first paragraph in Subsection 714.01.3 on page 794, and substitute the following:

Water used in the construction of bases that contain cement, lime, or other chemical additive shall be as set out in Subsection 714.01.1. Water from municipal sources is permitted to be used without testing for conformance to the requirements below. If water is not from a municipal source, it shall not contain impurities in excess of the following limits:

Delete Subsection 714.01.6 on page 795, and substitute the following.

907-714.01.6--Blank.

907-714.05--Fly Ash.

907-714.05.1--General. Delete the first sentence of the fifth paragraph in Subsection 714.05.1 on page 797.

Delete Subsection 714.06 on page 798, and substitute the following.

907-714.06--Slag Cement.

907-714.06.1--General. The slag cement source must be approved for listing in the Department's

APL prior to use. The acceptance of slag cement shall be based on certified test reports, certification of shipment from the supplier, and tests performed on samples obtained after delivery in accordance with the Department's *Materials Division Inspection, Testing, and Certification Manual* and Department SOP.

The Contractor shall provide suitable means for storing and protecting the slag cement against dampness and contamination. Separate storage silos, bins, or containers shall be provided for slag cement. Slag cement that is partially set, caked or contains lumps shall not be used.

The State Materials Engineer shall be notified in writing of the nature, amount and identity of any processing or other additions made to the slag cement during production.

Slag cement from different mills shall not be mixed or used alternately in any one class of construction or structure without written permission from the Engineer; except that this requirement will not be applicable to cement treatment of design soils or bases.

No additional cementitious materials, such as blended hydraulic cement, fly ash, metakaolin, or others, shall be added to or as a replacement for hydraulic cement when used with slag cement in the production of concrete. The replacement of hydraulic cement with slag cement shall be in accordance with the applicable replacement content specified in Subsection 701.02.2.

907-714.06.2--Specific Requirements. Slag cement shall meet the requirements of AASHTO M 302, Grade 100 or 120. Slag cement shall contain no chlorides.

907-714.13--Geotextiles.

907-714.13.11--Tables. Delete Table 1 in Subsection 714.13.11 on page 813, and substitute the following.

Table 1 - Geotextiles

Type Designation	I ¹	II ¹	III	IV	V	VI			VII		VIII	IX
	Sediment Control		Drainage	Paving	Separation & Drainage	Separation, Stabilization & Reinforcement			High Strength			
Physical Property ²						Woven	Non-Woven	Non-Woven	Woven	Non-Woven	Test Method	
Grab Strength (lb)	50	90	110	90	200	280	180	450	280	ASTM D 4632		
Elongation (%)	----	50% max @ 45 lb	20% min	50% min @ break	50% min	50% max	50% Min	50% max	50% Min	ASTM D 4632		
Seam Strength (lb)	----	----	70	----	180	240	160	400	240	ASTM D 4632		
Puncture Strength (lb)	----	----	40	----	80	110	75	180	115	ASTM D 6241		
Trapezoidal Tear (lb)	----	----	40	----	80	100	70	150	100	ASTM D 4533		
Asphalt Retention (gal/yd ²)	----	----	----	0.2	----	----	----	----	----	ASTM D 6140		
Permittivity (sec ⁻¹) min	0.05	0.05	0.5	----	0.2	0.2	0.2	0.2	0.2	ASTM D 4491		
AOS Woven (mm) max	0.60	0.60	0.6	----	0.6	0.43	----	0.43	----	ASTM D 4751		
AOS Non-Woven (mm) max	0.84	0.84	0.43	----	0.43	----	0.43	----	0.43	----		
Tensile Strength after UV (% Retained)	70% @ 500 hr	70% @ 500 hr	50% @ 500 hr	----	50% @ 500 hr	50% @ 500 hr	50% @ 500 hr	50% @ 500 hr	50% @ 500 hr	ASTM D 4355		
Melting Point °(F)	----	----	----	325	----	----	----	----	----	ASTM D 276		
Minimum Ultimate Tensile Strength ³ (lb/in)	----	----	----	----	----	----	----	----	660	2000		

Notes: 1- All property values, with the exception of apparent opening size (AOS), represent minimum average roll values in the weakest principal direction. Values for AOS represent the maximum average roll values, 2 - Values not identified in this table should meet manufacturer certification for the use and application, 3- Machine direction

Delete Subsec

907-714.15--Geogrids.

907-714.15.1--General. A geogrid is defined as a geosynthetic formed by a regular network of connected elements with apertures greater than 0.25 inch to allow interlocking with surrounding soil, rock, and other surrounding materials to function primarily as reinforcement.

Geogrid shall be manufactured from an expanded strain hardened monolithic polymer sheet composed of one or more synthetic polymers and shall be mildew resistant and inert to biological degradation and naturally encountered chemicals, alkalis and acids. The geogrid shall contain stabilizers and/or inhibitors, or a resistance finish or covering to make it resistant to deterioration from direct sunlight, ultraviolet rays, and heat.

Geogrid manufacturers shall participate in and be in compliance with the American Association of State Highway Transportation Officials (AASHTO) National Transportation Product Evaluation Program's (NTPEP) Geosynthetics audit program. Geogrid shall meet the requirements of Table II for the application and type shown on the plans and shall be selected from the Department's Approved Lists.

907-714.15.1.1--Geogrid for Retaining Walls and Reinforced Soil Slopes. Geogrid for retaining walls and reinforced soil slopes shall be creep tested in accordance with AASHTO R69 and meet Long Term Design Load, Minimum Ultimate Tensile Strength, and open area criteria listed in Table II. Manufacturers shall perform at least one long-term creep test for no less than 10,000 hours in accordance to ASTM D 5262 for each polymer or composition of polymers from which the geogrid is produced. The long-term design load that shall be reported for design use, shall be that load at which no more than 10% strain occurs over a 100-year design life of the geogrid, as calculated in accordance with AASHTO R69. Long-term design loads shall be reported unfactored, and the AASHTO strength reduction factors (Durability and Installation, and safety factors) will be considered by the Department's Geotechnical Branch on a site specific design basis.

907-714.15.1.2--Geogrid for Subgrade Stabilization. Geogrid for subgrade stabilization shall meet Minimum Ultimate Tensile Strength and open area criteria listed in Table II.

907-714.15.2--Marking, Shipment, and Storage. Each roll or container of geogrid shall be visibly labeled with the name of the manufacturer, trade name of the product, lot number, and quantity of material. In addition, each roll or container shall be clearly tagged to show the type designation that corresponds to that required by the plans. During shipment and storage the geogrid shall be protected from direct sunlight, and temperatures above 120°F or below 0°F. The geogrid shall either be wrapped and maintained in a heavy duty protective covering or stored in a safe enclosed area to protect from damage during prolonged storage.

907-714.15.3--Manufacturer Certification. The Contractor shall furnish the Engineer three copies of the manufacturer's certified test reports indicating that the geogrid furnished conforms to the requirements of the specifications and is of the same composition as the originally approved by the Department.

907-714.15.4--Acceptance Sampling and Testing. Final acceptance of each shipment will be

based upon results of tests performed by the Department on verification samples submitted from the project, as compared to the manufacturer's certified test reports. The Engineer will select one roll or container at random from each shipment for sampling. As sample extending full width of the randomly selected roll or container and being at least five (5) square yards in area will be obtained and submitted by the Engineer. All material samples shall be provided at no cost to the State.

**TABLE II
GEOGRIDS**

Physical Properties	Type Designation						Test Method
	I	II	III	IV	V	VI	
Long Term Design Load ¹ , pounds per foot, Machine Direction	250	500	750	1500	2500	3500	AASHTO R69, ASTM D5262
Minimum Ultimate Tensile Strength ² , pounds per foot, Machine Direction	500	1000	1500	3000	5000	7000	ASTM D6637
Open Area, percent	70	70	50	50	50	50	Direct Measurement

¹ Minimum design criteria requirement.

² Minimum Average Roll Value (MARV).

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-718-1

CODE: (SP)

DATE: 12/07/2021

SUBJECT: Timber and Dimension Lumber

Section 718, Timber and Dimension Lumber, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

Delete the Subsections in Section 718 on pages 836 thru 838, and substitute the following.

907-718.01--General. All timber and dimension lumber shall be Southern pine and shall conform in all respects to applicable requirements of AASHTO M 168. The Department reserves the right to sample and to test all materials at any time; all inspection, testing, and certification of materials will be performed in accordance with the requirements of the current version of the Department's *Materials Division Inspection, Testing, and Certification Manual*.

Timber and dimension lumber shall be furnished in the sizes shown on the plans or as specified. Unless otherwise specified, timber and dimension lumber shall be No. 1, or better, graded according to the latest American Lumber Standards.

Only one type of preservative shall be used for the treatment of materials for any one class of construction on a project, unless otherwise specified.

Where treated timber and dimensional lumber is to be used in non-highway construction or use, such as decking, handrails in walking trails, or in any manner where general public exposure by touch is possible, the treatment requirements will be as per project plans and/or approved by the State Materials Engineer.

907-718.02--Untreated Timber and Dimension Lumber. Untreated timber and dimension lumber shall conform to the requirements of AASHTO M 168.

907-718.03--Treated Timber and Dimension Lumber. Timber and dimension lumber to be treated shall meet the requirements herein specified and shall be treated as specified. Treated timber or dimensional lumber will not be accepted for use unless it has been inspected by an authorized representative of the Department and found to be satisfactory after treatment.

907-718.03.1--Blank.

907-718.03.2--Treatment.

907-718.03.2.1--General. All materials shall be treated in accordance with AASHTO M 133 unless otherwise directed by the Environmental Protection Agency (EPA).

907-718.03.2.2--Blank.

907-718.03.2.3--Inspection. Treated timber and dimension lumber shall be inspected by an authorized representative of the Department before being incorporated into the work. Treatment reports shall be provided to the Department for each lot of material supplied.

907-718.03.3--Blank.

907-718.03.4--Storage of Treated Material. All material treated for stock shall be stacked as compactly as possible on a well-drained surface. Material shall be supported on sills spaced as necessary, not to exceed 10 foot intervals and shall have at least one foot of air space beneath the stacks.

All materials treated with preservatives for use in buildings and applications where painting is required shall be dried after treatment. The treated wood shall be dried in accordance with American Lumber Standards.

907-718.04--Preservative. Preservatives shall be as specified in AASHTO M 133 unless otherwise directed by the Environmental Protection Agency (EPA).

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-720-4

CODE: (IS)

DATE: 06/17/2025

SUBJECT: Pavement Marking Materials

Section 720, Pavement Marking Materials, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

Delete Section 720 on pages 840 thru 854, and substitute the following.

SECTION 720 - PAVEMENT MARKING MATERIALS

907-720.01--General. The Department reserves the right to perform sampling and testing of any materials at any time. Upon request of the Engineer, samples of the material shall be furnished.

907-720.02--Color Requirements. All pavement markings except raised pavement markers are required to meet the color requirements of ASTM D6628.

907-720.03--Optics. Optics used in thermoplastic pavement markings shall consist of a double-drop system of glass beads or advanced optics.

907-720.03.1--Glass Beads. The manufacturer shall furnish the Engineer with a certified test report indicating that the glass beads meet AASHTO M 247. AASHTO Type 4 beads shall be applied to the newly placed stripe first, followed by the application of AASHTO Type 1 or Type 2 beads. Type 1, 2, and 4 glass beads shall be transparent, clean, colorless glass, smooth and spherically shaped, free from milkiness, pits, or excessive air bubbles. Type 1, 2, and 4 glass beads shall be coated with a bead coating that is compatible with the traffic marking material to which the glass beads will be applied and will provide adequate moisture proofing, increased adhesion, and optimum embedment of the glass beads.

907-720.03.1.1—Acceptance Procedure. The Contractor shall furnish the Engineer with a copy of the manufacturer's certified test reports for the lot(s) of materials from which the shipment originated. The test report shall show all the test results for the material properties and characteristics as specified herein. The test report shall state that the material represented by the test results meets all the requirements of the contract. It shall be the Contractor's responsibility to furnish the manufacturer's test report to the Engineer for each shipment of material to the project.

Acceptance sampling and testing will be in accordance with the Materials Division Inspection, Testing, and Certification Manual (Materials Manual).

907-720.03.2--Advanced Optics. Advanced optics are materials that do not meet the specific requirements of AASHTO M 247 but produce a final drop-on optics system that meets or exceeds the reflectivity requirements in Special Provision 907-626. Advanced optics shall be a double-

drop system that is pre-approved and listed on the Department's Approved Products List.

907-720.03.2.1—Acceptance Procedure. The Contractor shall furnish the Engineer with a copy of the manufacturer's certified test reports for the lot(s) of materials from which the shipment originated. The test report shall show all the test results for the material properties and characteristics as specified herein. The test report shall state that the material represented by the test results meets all the requirements of the contract. It shall be the Contractor's responsibility to furnish the manufacturer's test report to the Engineer for each shipment of material to the project.

Acceptance sampling and testing may be conducted at the request of the Engineer.

907-720.04--Thermoplastic Marking Material. Thermoplastic marking material shall meet the color requirements of Subsection 907-720.02.

There shall be no obvious change in the color of the material if held at its plastic temperature for a period of four (4) hours nor by reason of four (4) re-heatings to its plastic temperature.

The pavement markings shall maintain its original dimension and placement. The material shall not be slippery when wet and it shall not lift from the pavement in freezing weather.

907-720.04.1--Extruded Thermoplastic Material. Extruded thermoplastic pavement marking material shall meet the requirements of AASHTO M 249, and shall meet the requirements of 907-720.04 with the following exceptions:

- Blue - ADA thermoplastic marking material shall meet the requirements of Subsection 907-720.04.2 with the exception that the color shall be Blue – ADA, and the Contractor may use hot applied thermoplastic materials meeting the satisfaction of the Engineer.

907-720.04.2--Spray-Applied Thermoplastic Material. Spray-applied thermoplastic pavement marking material shall meet the requirements of AASHTO M 249 and shall meet the requirements of 907-720.04.

907-720.04.3--Pre-formed Thermoplastic Material. Heat-fused, pre-formed thermoplastic pavement marking material shall meet the color requirements of 907-720.02.

907-720.04.4—Acceptance Procedure. The Contractor shall furnish the Engineer with a copy of the manufacturer's certified test reports for the lot(s) of materials from which the shipment originated. The test report shall show all the test results for the material properties and characteristics as specified herein. The test report shall state that the material represented by the test results meets all the requirements of the contract. It shall be the Contractor's responsibility to furnish the manufacturer's test report to the Engineer for each shipment of material to the project.

907-720.05--Pavement Marking Tape. Pavement marking tape shall be listed on the Department's Approved Lists.

907-720.05.1—Cold Plastic Pavement Markings (Permanent Pavement Marking Tape). Pavement marking tape for use in roadway applications shall be designated on the Department's Approved Lists as permanent.

The prefabricated markings described shall consist of white or yellow pigmented plastic films with reflective optics uniformly distributed throughout their entire cross-sectional area, and be capable of being affixed by either a pressure sensitive pre-coated adhesive or a liquid contact cement. The markings shall be provided complete in a form that will facilitate rapid application and protect the markings in shipment and storage. The manufacturer shall identify proper solvents and/or adhesives to be applied at the time of application, all equipment necessary for proper application, and recommendations for application that will assure an effective performance life.

Prefabricated legends and symbols shall conform to the applicable shapes and sizes as outlined in the current "Manual on Uniform Traffic Control Devices."

907-720.05.1.1--Specific Requirements. Unless otherwise indicated on the plans, the patterned material without adhesive shall have a minimum caliper of 0.065 inch at the thickest portion of the patterned cross-section and a minimum caliper of 0.020 inch at the thinnest portion of the cross-section. The material shall be a pliant polymer film with 50±15% of the surface are raised and presenting a near vertical face angle of 0° to 60° to traffic from any direction. The channels between the raised areas shall be substantially free of exposed optics or particles.

The size and quality of the optics will be such that performance requirements of Subsection 907-720.02 for the retroreflective pliant polymer film shall be met. The pigments shall be selected and blended to provide a marking film that is white or yellow conforming to the performance requirements of Subsection 907-720.02 through the expected life of the film.

907-720.05.1.2--Conformability and Resealing. The marking shall be capable of conforming to pavement contours, breaks, faults, etc. through the action of traffic at normal pavement temperatures.

The marking shall have resealing characteristics that allows it to be capable of fusing with itself and previously applied marking of the same composition under normal conditions of use. The marking shall be capable of use for patching worn areas of the same type in accordance with manufacturer's instructions.

907-720.05.1.3--Tensile Strength and Elongation. The material shall have a minimum tensile strength of 40 pounds per square inch of cross section when tested according to ASTM D 638. A 6-inch x 1-inch x 0.06-inch sample shall be tested at a temperature between 70°F and 80°F using a jaw speed of 12 inches per minute.

The material shall have a minimum elongation of 75% at break when tested according to ASTM D 638 using a jaw speed of 12 inches per minute.

907-720.05.1.4--Skid Resistance. The surface of the material shall provide a minimum skid resistance value of 45 BPN when tested according to ASTM E 303 except values will be taken at

downweb and at a 45-degree angle from downweb. These two values will then be averaged to find the skid resistance of the patterned surface.

907-720.05.1.5--Effective Performance Life and Warranty. When applied according to the recommendations of the manufacturer the pavement marking tape shall provide a neat and durable marking that will not flow or distort due to temperature if the pavement surface remains stable. The film shall be weather resistant and through normal traffic wear shall show no appreciable fading, lifting, or shrinkage throughout the useful life of the marking, nor shall it show significant tearing, roll back, or other signs of poor adhesion.

All manufacturer's standard warranties and guarantees on pavement marking tape, which are provided as customary trade practice, shall be delivered to the Engineer at the final inspection. All warranties and guarantees shall be made out to the Department.

907-720.05.1.6—Acceptance Procedure. The Contractor shall furnish the Engineer with a copy of the manufacturer's certified test reports for the lot(s) of materials from which the shipment originated. The test report shall show all the test results for the material properties and characteristics as specified herein. The test report shall state that the material represented by the test results meets all the requirements of the contract. It shall be the Contractor's responsibility to furnish the manufacturer's test report to the Engineer for each shipment of material to the project.

Acceptance sampling and testing will be in accordance with the Materials Division Inspection, Testing, and Certification Manual (Materials Manual). Samples of the material shall be furnished and shall be provided at no cost to the State.

907-720.05.2--Preformed Pavement Markings for Construction Zones. Preformed pavement markings for construction zones shall be designated Department's Approved Lists as temporary. Retroreflective preformed pavement markings for construction zones shall be as specified on the plans or in the contract documents.

The markings shall be provided in specified widths and shapes. Preformed words and symbols shall conform to the applicable shapes and sizes as outlined in the current "Manual on Uniform Traffic Control Devices for Streets and Highways," or as modified.

The materials shall be packaged in accordance with accepted commercial standards and when stored indoors in a cool dry place, shall be suitable for use one year after date of purchase.

907-720.05.2.1--Specific Requirements. Preformed markings shall consist of retroreflective materials on a conformable backing and shall meet the performance requirements of Subsection 907-720.02. The markings shall consist of a mixture of high-quality polymeric materials, pigments, and optics with a reflective layer of optics bonded to the top surface. The markings shall be pre-coated with a pressure sensitive adhesive capable of adhering to pavement in accordance with the manufacturer's instructions without the use of heat, solvents, or other additional adhesives. The markings and/or adhesive shall not require any curing time after application. A coated non-metallic medium shall be incorporated with the pressure sensitive adhesive to facilitate removal.

907-720.05.2.2—Acceptance Procedure. The Contractor shall furnish the Engineer with a copy of the manufacturer's certified test reports for the lot(s) of materials from which the shipment originated. The test report shall show all the test results for the material properties and characteristics as specified herein. The test report shall state that the material represented by the test results meets all the requirements of the contract. It shall be the Contractor's responsibility to furnish the manufacturer's test report to the Engineer for each shipment of material to the project.

907-720.06--Raised Pavement Markers. Pavement markers shall be listed on the Department's Approved Lists and shall conform to ASTM D 4280.

907-720.06.1--Packaging. Shipments shall be made in containers acceptable to common carriers and packaged in such a manner as to ensure delivery in perfect condition. All damaged shipments shall be replaced by the Contractor. Each package shall be clearly marked as to the name of the manufacturer, type, quantity enclosed, lot number, and date of manufacture.

907-720.06.2--Non-Reflective Pavement Markers. Non-reflective pavement markers are occasionally referred to as "jiggle markers". Non-reflective markers consisting of a heat-fired, vitreous, ceramic base, and a heat-fired, opaque, glazed surface are permitted for use; the bottom of the marker shall not be glazed. Ceramic markers shall be produced from any suitable combination of intimately mixed clays, shales, talcs, flints, feldspars, or other inorganic material. Ceramic markers shall be thoroughly and evenly matured, and all non-reflective pavement markers shall be free from defects which affect appearance or serviceability.

Ceramic non-reflective markers shall conform to the following finish and testing requirements in Table 2 below.

Table 2

Ceramic Non-Reflective Marker Requirements	
Glaze Thickness	0.005 inch, minimum
Mohs Hardness	6, minimum
Autoclave	Glaze shall not spall, craze, or peel.
Compressive Strength	750 psi, minimum
Water Absorption	2.0%, maximum

907-720.06.3—Acceptance Procedure. The Contractor shall furnish the Engineer with a copy of the manufacturer's certified test reports for the lot(s) of materials from which the shipment originated. The test report shall show all the test results for the material properties and characteristics as specified herein. The test report shall state that the material represented by the test results meets all the requirements of the contract. It shall be the Contractor's responsibility to furnish the manufacturer's test report to the Engineer for each shipment of material to the project.

907-720.07--Adhesive for Pavement Markers. The adhesive shall be listed on the Department's Approved Lists and shall be an asphaltic material suitable for bonding pavement markers to surfaces when the road surface and marker temperatures are in the range of 50°F to 160°F. The composition of the adhesive must be such that its properties will not deteriorate when heated to and applied at temperatures up to 425°F. Samples may be submitted in the form of an adhesive

testing package from each batch or material obtained from a package shipped to the project.

907-720.07.1--Packaging and Labeling. The adhesive shall be packaged in self-releasing cardboard containers that will stack properly. The label shall show the manufacturer, quantity, and lot or batch number. "Adhesive for Pavement Markers" or "Adhesive for Traffic Markers" shall be printed in bold lettering on the label.

907-720.07.2--Bituminous Adhesive. The asphaltic adhesive material shall be flexible type.

907-720.07.2.1--Flexible Bituminous Adhesive. Flexible bituminous adhesive shall be designated on the Department's Approved Lists as flexible and shall comply with requirements of Table 3 below.

Table 3

Flexible Bituminous Adhesive Properties			
	Min	Max	Test Method
Penetration @ 77°F	-	25	ASTM D 5
Softening Point, °F	200	-	ASTM D 36
Brookfield Viscosity @ 400°F, cp.	-	10,000	ASTM D 3236
Ductility @ 77°F, 5 cm/min	15	-	ASTM D 113
Ductility @ 39.2°F, 1 cm/min	5	-	ASTM D 113
Asphalt Compatibility	Pass		ASTM D 5329
Flexibility @ 20°F	Pass		Per Subsection

907-720.07.3—Acceptance Procedure. The Contractor shall furnish the Engineer with a copy of the manufacturer's certified test reports for the lot(s) of materials from which the shipment originated. The test report shall show all the test results for the material properties and characteristics as specified herein. The test report shall state that the material represented by the test results meets all the requirements of the contract. It shall be the Contractor's responsibility to furnish the manufacturer's test report to the Engineer for each shipment of material to the project.

Acceptance sampling and testing will be in accordance with the Materials Division Inspection, Testing, and Certification Manual (Materials Manual). Samples of the material shall be furnished and shall be provided at no cost to the State.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-721-4

CODE: (IS)

DATE: 04/19/2022

SUBJECT: Materials for Signing

Section 721, Materials for Signing, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-721.06--Reflective Sheeting.

907-721.06.2--Performance Requirements. Delete Table 4 and Table 5 in Subsection 721.06.2 on pages 860 & 861, and substitute the following.

MINIMUM COEFFICIENTS OF RETROREFLECTION Candela per foot candle per square foot (cd/fc/ft²) Per ASTM Designation D4956

TABLE 4
Type IX Sheeting

Observation Angle	Entrance Angle	White	Yellow	Green	Red	Blue	Fluorescent Yellow/Green	Fluorescent Yellow	Fluorescent Orange
0.2°	-4.0°	380	285	38	76	17	300	230	115
0.2°	+30.0°	215	162	22	43	10	170	130	65
0.5°	-4.0°	240	180	24	48	11	190	145	72
0.5°	+30.0°	135	100	14	27	6.0	110	81	41
1.0°	-4.0°	80	60	8.0	16	3.6	64	48	24
1.0°	+30.0°	45	34	4.5	9.0	2.0	36	27	14

TABLE 5
Type XI Sheeting

Observation Angle	Entrance Angle	White	Yellow	Green	Red	Blue	Brown	Fluorescent Yellow/Green	Fluorescent Yellow	Fluorescent Orange
0.2°	-4.0°	580	435	58	87	26	17	460	350	175
0.2°	+30.0°	220	165	22	33	10	7.0	180	130	66
0.5°	-4.0°	420	315	42	63	19	13	340	250	125
0.5°	+30.0°	150	110	15	23	7.0	5.0	120	90	45
1.0°	-4.0°	120	90	12	18	5.0	4.0	96	72	36
1.0°	+30.0°	45	34	5.0	7.0	2.0	1.0	36	27	14

After Subsection 721.10 on page 864, add the following.

907-721.11--Digital Applied Printing. The following addresses the requirements for digitally printed finished retroreflective traffic control signs on flat sheet aluminum and digitally printed traffic sign faces intended to be applied to a sign substrate.

907-721.11.1--Digitally Printed Ink Systems. Traffic signs must be produced using components, and processes that comply with the retroreflective sheeting manufacturer's recommendations.

Digital printed ink systems used to print traffic signs must meet and comply with daytime and nighttime chromaticity (color standards) as recognized in ASTM D4956 “Standard Specification for Retroreflective Sheeting for Traffic Control.”

Digital printed ink systems must meet 70% of the initial retroreflectivity specifications of each respective reflective film color as found in ASTM D4956 “Standard Specification for Retroreflective Sheeting for Traffic Control.”

Prior to fabrication and preferably at the preconstruction meeting, the Contractor shall advise the Project Engineer in writing as to which signs on the project will be digitally printed and which ones will be screen printed. The Contractor shall submit to the Project Engineer certifications for all digitally printed signs, which will be forwarded to the State Traffic Engineer for review.

907-721.11.2--Protective Overlay Film. Permanent traffic signs printed with digital ink systems will be fabricated with a full sign protective overlay film designed to provide a smooth surface needed for retroreflectivity, and to protect the sign from fading and UV degradation. The overlamine shall comply with the retroreflective sheeting manufacturer’s recommendations to ensure proper adhesion and transparency and will also meet the reflective film durability as identified in Table 1.

Table 1		
Retroreflective Film Minimum Durability Requirements		
ASTM D4956 Type	Full Sign Replacement Term (years)	Sheeting Replacement Term (years)
IV	7	10
VIII	7	10
IX	7	12
XI	7	12

Temporary signs used in work zones printed with black ink only will not require a protective overlay film as long as the finished sign is warranted for a minimum outdoor durability of three years by the sheeting manufacturer.

907-721.11.3--Inspection. During fabrication, the Contractor shall provide sufficient testing and quality control throughout fabrication to insure good workmanship. Once the material has been received, it may be subject to random testing to ensure compliance with all requirements. If any test samples do not conform to the requirements, the entire order may be returned at the vendor’s expense.

907-721.11.4--Traffic Sign Performance Warranty Provisions. Based on the ASTM Type of sheeting specified, traffic control signs shall be warranted for the duration shown in Table 1. The Contractor shall supply a copy of the warranty document with complete details of terms and conditions upon request of the Department.

907-721.11.5--Certified Digital Sign Fabricator. Sign fabricators using digital imaging methods to produce regulated traffic signs must be certified by the reflective sheeting manufacturer whose materials are used to produce the delivered signs.

Certified sign fabricators must undergo an audit process by the sheeting manufacturer to ensure they have the proper equipment, manufacturing capabilities, manufacturing application processes and the materials required to fulfill the sheeting manufacturer's warranty obligations. Sign fabricators must recertify annually with reflective sheeting manufacturers or utilize a 3rd party certifier approved by the reflective sheeting manufacturer.

The Contractor shall submit proof of Sign Fabricator Certification as issued by the retroreflective sign sheeting manufacturer to the Project Engineer upon delivery of the signs, or with the Shop Drawings.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-799-1

DATE: 07/28/2025

SUBJECT: Hydraulic Cement Concrete Mixtures

907-799.01.1--Materials. Delete *Ground Granulated Blast Furnace Slag (GGBFS)* from the list in Subsection 907-799.01.1 on page 1, and substitute the following.

Slag Cement 714.06

Delete the title for Subsection 907-799.02 on page 1, and substitute the following.

907-799.01.2--Classification and Uses of Concrete.

Delete numbers 9 through 15 in the classes and general use list on pages 1 & 2, and substitute the following.

- 9) Class F (SCC) – Self Consolidating Concrete for prestressed members.
- 10) Class DS – Concrete for drilled shafts.
- 11) Class FX – Extra Strength concrete for prestressed members, as shown on plans.
- 12) Class FX (SCC) – Extra Strength Self Consolidating concrete for prestressed members, as shown on plans.
- 13) Class PA – Concrete paving.
- 14) Class PO – Concrete for repair of concrete paving.
- 15) Class PP – Concrete for special design requirements.
- 16) Class S – For all seal concrete deposited under water.
- 17) Class WT – Fiber-reinforced concrete pavement.

907-799.02--Hydraulic Cement Concrete Mixture Design. Add the following to Table 1 on page 3.

F ⁸ (SCC)	67	0.40	5000	28[-4] ¹²	See Note ⁴
FX ⁸ (SCC)	67	As per mixture design	As shown on plans	28[-4] ¹²	See Note ⁴

Delete Note 8 of Table 1 on page 4, and substitute the following.

- ⁸ Type III, Type IL (HE), or Type III (MS) cement may be used in these Classes of concrete.
- ¹² Refers to slump flow in inches. It shall be acquired by ASTM C1611.

907-799.02.1.1--Portland Cement. Delete the paragraph in Subsection 907-799.02.1.1 on page 4, and substitute the following.

Portland cement (cement) shall be either Type I or Type II. Type III, Type IL (HE), or Type III (MS), may be used for the production of precast or precast-prestressed concrete members or Classes of concrete with Note 8 in Table 1.

907-799.02.2--Replacement of Portland Cement or Blended Cement. Delete Table X on page 5, and substitute the following.

Table X
Replacement Ranges of Portland Cements and Blended Cements by Fly Ash or Slag Cement

Portland Cement or Blended Cement Type	Fly Ash Replacement Range (%)	Slag Cement Replacement Range (%)
Types I, II, III, and III (MS)	20 – 25	45 – 50
Types IL, IL (MS), and IL (HE)	20 – 35	35 – 40
Types IS and IS (MS)	20 – 25	20 - 25
Types IP and IP (MS)	No replacement combination allowed	

907-799.02.4--Exposure to Soluble Sulfates or Seawater. Delete Table R on page 6, and substitute the following.

Table R
Cementitious Materials Combinations for Soluble Sulfate Conditions or Seawater

	Exposure to Moderate Sulfates or Exposure to Seawater	Exposure to Severe Sulfates
Water-soluble sulfate (SO₄) in soil, % by mass	0.10 – 0.20	0.20 – 2.00
Sulfate (SO₄) in water, ppm	150 – 1,500	1,500 – 10,000
Portland Cement or Blended Cement Types	Replacement Ranges by SCMs (%)	
Type I or Type III	24.5 – 25.0% Class F fly ash, or 49.5 – 50.0% Slag cement, or 19.5 – 20.0% Metakaolin	49.5 – 50.0% Slag cement
Type II or Type III (MS)	See Note 1	24.5 – 25.0% Class F fly ash, or 49.5 – 50.0% Slag cement, or 19.5 – 20.0% Metakaolin
Type IL or IL (HE)	24.5 – 35.0% Class F fly ash, or 49.5 – 50.0% Slag cement, or 19.5 – 20.0% Metakaolin	49.5 – 50.0% Slag cement

Type IL (MS)	See Note 1	24.5 – 35.0% Class F fly ash, or 49.5 – 50.0% Slag cement, or 19.5 – 20.0% Metakaolin
Type IS	24.5 – 25.0% Class F fly ash, or 24.5 – 25.0% Slag cement, or 19.5 – 20.0% Metakaolin	24.5 – 25.0% Class F fly ash, or 24.5 – 25.0% Slag cement, or 19.5 – 20.0% Metakaolin
Type IS (MS)	See Note 1	24.5 – 25.0% Class F fly ash, or 24.5 – 25.0% Slag cement, or 19.5 – 20.0% Metakaolin
Type IP (MS)	No replacement combination allowed	Type not allowed

¹ Class F fly ash or slag cement may be added as a replacement for cement as allowed in Subsection 907-799.02.2.

907-799.03--Proportioning of Hydraulic Cement Concrete Mixture Design.

907-799.03.1--Proportioning on the Basis of Previous Field Experience of Trial Mixtures.

Delete subparagraph (c) on page 7, and substitute the following.

- (c) Consists of 10 consecutive tests, an average of three cylinders per test, tested at 28 days. For concrete categorized as a self-consolidating concrete (SCC) mixture, the test data for the plastic concrete shall include the slump flow data, instead of the slump data, and at least one test to determine the static segregation. For all mixture designs, for each of these tests on the plastic concrete the test data shall meet the acceptance criteria of Subsection 907-804.02.13.1.

907-799.03.2--Proportioning on the Basis of Laboratory Trial Mixtures. Add the following to the list of restrictions on page 8.

- (g) For concrete categorized as a SCC mixture, the mixture shall be designed to produce a slump flow within ± 2 inches of the maximum permitted and a maximum static segregation of 15.0 percent. The concrete shall not be rodded or vibrated during casting the test specimens.
- (h) For concrete categorized as a SCC mixture, test specimens shall be made in accordance with the above listed specifications with the exception that the concrete shall not be rodded or vibrated during casting the test specimens.

907-799.05--Field Verification of Concrete Mixture Design. Delete the second and third paragraphs on page 9, and substitute with the following.

The Contractor's Certified Quality Control Technicians shall test each concrete mixture design upon the first placement of the mix. Aggregates and concrete tests during the first placement shall be as follows.

Aggregates

Bulk Specific Gravity

Moisture

Gradation

Concrete

Water Content

Slump or Slump Flow

Air Content

Unit Weight

Yield

Static Segregation

For all Classes of concrete, the mixture shall be verified to yield within 2.0% of the correct volume when all the mix water is added to the batch, either by the batch plant or as ice used to control mixture acceptance temperature. For concrete categorized as a SCC mixture, the mixture shall produce a slump flow within minus four inches (4") of the maximum permitted and a static segregation less than 15.0%.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-799-1

CODE: (IS)

DATE: 11/21/2023

SUBJECT: Hydraulic Cement Concrete Mixtures

Section 907-799, Hydraulic Cement Concrete Mixtures, is hereby added to and made part of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

SECTION 907-799 - HYDRAULIC CEMENT CONCRETE MIXTURES

907-799.01--General.

907-799.01.1--Materials. The materials for hydraulic cement concrete mixtures shall meet the requirements of the following Subsections:

Portland Cement	701.01 and 701.02
Blended Cement	701.01 and 701.04
Fine Aggregate	703.02
Coarse Aggregate	703.03
Lightweight Aggregate	703.19.02
Synthetic Structural Fiber	711.04
Admixtures	713.02
Water	714.01.1 and 714.01.2
Fly Ash	714.05
Ground Granulated Blast Furnace Slag (GGBFS)	714.06
Metakaolin	907-714.09.01

907-799.02--Classification and Uses of Concrete. The classes and general uses of hydraulic cement concrete (concrete) mixtures are as follows:

- 1) Class AA - Concrete for bridge construction and concrete exposed to seawater.
- 2) Class B - General use, heavily reinforced sections, cast-in-place concrete piles, and conventional concrete piles.
- 3) Class BD - Concrete for bridge decks.
- 4) Class BDX - Extra strength concrete for bridge decks.
- 5) Class BDO - Concrete for bridge deck overlay.
- 6) Class C - Massive sections or lightly reinforced sections.
- 7) Class D - Massive unreinforced sections and riprap.
- 8) Class F - Concrete for prestressed members.
- 9) Class DS - Concrete for drilled shafts.
- 10) Class FX - Extra strength concrete for prestressed members, as shown on plans.
- 11) Class PA - Concrete paving.

- 12) Class PO - Concrete for repair of concrete paving.
- 13) Class PP - Concrete for special design requirements.
- 14) Class S - For all seal concrete deposited under water.
- 15) Class WT - Fiber-reinforced concrete pavement.

907-799.02--Hydraulic Cement Concrete Mixture Design. At least 10 working days prior to production of concrete, the Contractor shall submit to the Engineer proposed concrete mixture designs complying with the Department's *Concrete Manual*. Materials shall be from approved sources meeting the requirements of the Standard Specifications. Proportions for the mixture designs shall be for the class concrete required by the plans and shall meet the requirements of the "Master Proportion Table for Hydraulic Cement Concrete Designs" listed in Table 1. The concrete producer shall assign a permanent unique mixture number to each mixture design. Each mixture design shall be field verified as required in Subsection 907-799.03.3. Acceptable field verification data shall be required for final approval of a mixture design.

All concrete mixture designs will be reviewed by the Materials Division prior to use. Concrete mixture designs disapproved will be returned to the Contractor with a statement explaining the disapproval.

If the maturity method is used to estimate the compressive strength for applications such as early opening to traffic or form removal, the Contractor shall also submit compressive strength/maturity documentation developed in accordance with Subsection 804.03.15 for the mixture prior to production of concrete.

If the Contractor chooses to cure the concrete in accordance with the requirements listed under **Length of Time Defined by Development of Compressive Strength** in Subsection 804.03.17, the compressive strength/maturity relationship shall be developed for the mixture design for a minimum of 28 days following the requirements of Subsection 804.03.15. The compressive strength/maturity relationship information shall be submitted with the mixture design information.

Table 1
MASTER PROPORTION TABLE FOR HYDRAULIC CEMENT CONCRETE DESIGNS

Class	Required Coarse Aggregate Size No. ⁷	Maximum w/cm Ratio	Specified Compressive Strength (f'_c) psi	Maximum Permitted Slump inches ⁵	Total Air Content (%)
AA	57 or 67	0.45	4000	8	3.0-6.0
B	57 or 67	0.50	3500	8	3.0-6.0
BD ^{2, 3}	57 or 67	0.45 ¹	4000	5	3.0-6.0 5.0 8.0
BDX ^{2, 3}	57 or 67	0.45 ¹	4500	5	3.0-6.0 5.0 8.0
BDO ^{3, 6, 8, 11}	7, 8, or 78	As per mixture design	2500	6	3.0-6.0
C	57 or 67	0.55	3000	8	3.0-6.0
D	57 or 67	0.70	2000	8	3.0-6.0
DS	67	0.45	4000	8±1	See Note ⁴
F ⁸	67	0.40	5000	8	See Note ⁴
FX ⁸	67	As per mixture design	As shown on plans	8	See Note ⁴
PA	467 or 57 ⁹	0.48	3500	3	3.0-6.0
PO ^{8, 11}	57 or 67	As per mixture design	3500	8	3.0-6.0
PP	57 or 67	0.45	Per Plans	8	3.0-6.0
S	57 or 67	0.45	3000	8	3.0-6.0
WT ^{3, 8, 10, 11}	57 or 67	0.40	3500	4	3.0-6.0

¹ For Class BD concrete for bridge decks, the minimum water/cementitious material ratio shall be 0.43 and the maximum cementitious material content shall be 550 pounds per cubic yard.

For Class BDX concrete for bridge decks, the minimum water/cementitious material ratio shall be 0.42 and the maximum cementitious material content shall be 564 pounds per cubic yard.

² For bridge decks constructed following the requirements of Subsection 804.03.19.7.3, Subsection 804.03.14.2, and Subsection 804.03.17.2, then the Class BD or Class BDX mixture design shall contain lightweight aggregate (LWA) and have an internal curing water content of 8.0 lbs per 100 lbs of total cementitious materials in the mixture design; mixture designs not containing LWA and the required minimum internal curing water content shall not be used.

³ An approved synthetic structural fiber shall be incorporated into the mixture at 1.25 times the approved dosage rate. For each additional pound of fibers per cubic yard added in excess

of the requirement stated above, an additional inch of slump will be allowed up to a maximum permitted slump of eight (8) inches.

- ⁴ Entrained air is not required for Class F, FX, and DS concrete unless exposed to seawater. For concrete not exposed to seawater, the total air content shall not exceed 6.0%. For concrete exposed to seawater, the total air content shall be 3.0-6.0%.
- ⁵ Except as noted for Class DS concrete, the design slump selected by the Contractor for the mixture design may be less than the maximum permitted slump. The design slump is the maximum acceptance slump for field acceptance in accordance with Subsection 907-804.02.13.1.2. Except as noted for Class DS concrete, minus slump requirements shall meet those set forth in Table 3 of AASHTO M157.
- ⁶ For Class BDO the mixture design shall include a minimum 564 pounds per cubic yard of cementitious material with a minimum 15 percent fly ash replacement. The specified strength shall be achieved prior to Opening To Traffic.
- ⁷ Other small coarse aggregate sizes meeting the requirements of Subsection 703.03.2.4 may be used in conjunction with the coarse aggregate sizes listed. Lightweight aggregate (LWA) meeting the requirements of Subsection 703.19.2 may also be used as a partial replacement for fine aggregate.
- ⁸ Type III or Type III (MS) portland cement may be used in these Classes of concrete.
- ⁹ The oven-dry coarse aggregate volume per cubic yard of concrete shall be a minimum of 72%.
- ¹⁰ The coarse aggregate size requirements shall meet the requirements of Subsection 907-799.02.4.2.
- ¹¹ Non-chloride based accelerating admixtures may be used in these Classes of concrete.

907-799.02.1--Allowable Hydraulic Cement Types.

907-799.02.1.1--Portland Cement. Portland cement (cement) shall be either Type I or Type II. Type III or Type III (MS) may be used for the production of precast or precast-prestressed concrete members or Classes of concrete with Note 8 in Table 1.

907-799.02.1.2--Blended Cement. Blended hydraulic cements (blended cements) shall be of the following types and conform to Subsection 701.04:

- Type IL – Portland-limestone cement
- Type IP – Portland-pozzolan cement
- Type IS – Portland blast-furnace slag cement

Blended cement Types IL, IP, and IS meeting the “MS” sulfate resistance requirements listed in AASHTO M 240, Table 3 may also be used.

907-799.02.2--Replacement of Portland Cement or Blended Cement. Replacement of portland cement or blended cement shall be on a weight basis. At least 50% by weight of total cementitious material per cubic yard shall be portland cement.

Except as noted for concrete exposed to soluble sulfates or sea water in Subsection 907-799.02.4, the maximum replacement limits of portland cement or blended cement by weight by fly ash and

slag cement shall be in accordance with Table X provided the 50% by weight of total cementitious material per cubic yard of portland cement is maintained.

Table X
Replacement Ranges of Portland cements and Blended cements
by Fly Ash or Slag Cement

Portland cement or Blended cement type	Fly ash replacement range (%)	Slag cement replacement range (%)
Types I, II, III, and III (MS)	20 - 25	45 - 50
Types IL and IL (MS)	20 - 35	35 - 40
Types IS and IS (MS)	20 - 25	20 - 25
Types IP and IP (MS)	No replacement combination allowed	

Replacement contents below the range minimum in Table X may be used in concrete, but the concrete does not qualify for any special considerations, such as the maximum acceptance temperature for concrete in Subsection 804.02.13.1.5. Special considerations shall only apply for replacement of both portland cement and blended cement by either fly ash or slag cement.

907-799.02.3--Alkali Content. The total alkali content for all classes of concrete shall not exceed 4.0 lb per cubic yard based on the alkali contribution from the portland cement. The maximum cement alkali content reported on the cement mill certificate shall be used in this determination. An example calculation can be found in the Department's *Concrete Manual*.

907-799.02.4--Exposure to Soluble Sulfates or Seawater. When portland cement or blended cement concrete is exposed to moderate or severe soluble sulfate conditions or to seawater listed, cement types and replacement of cement by Class F fly ash, slag cement, or metakaolin shall be as follows in Table R.

Class C fly ash shall not be used as a replacement for cement in any of the sulfate exposure conditions listed below. Type IP blended cement shall not be used in any of the sulfate exposure conditions listed below.

Table R
Cementitious Materials Combinations for Soluble Sulfate Conditions or Seawater

	Exposure to Moderate Sulfates or Exposure to Seawater	Exposure to Severe Sulfates
Water-soluble sulfate (SO ₄) in soil, % by mass	0.10 - 0.20	0.20 - 2.00
Sulfate (SO ₄) in water, ppm	150 - 1,500	1,500 - 10,000
Portland cement or Blended cement types	Replacement Ranges by SCMs (%)	
Type I or Type III	24.5 - 25.0% Class F fly ash, or 49.5 - 50.0% Slag cement, or 19.5 - 20.0% Metakaolin	49.5 - 50.0% Slag cement
Type II or Type III (MS)	See Note 1	24.5 - 25.0% Class F fly ash, or 49.5 - 50.0% Slag cement, or 19.5 - 20.0% Metakaolin
Type IL	24.5 - 35.0% Class F fly ash, or 49.5 - 50.0% Slag cement, or 19.5 - 20.0% Metakaolin	49.5 - 50.0% Slag cement
Type IL (MS)	See Note 1	24.5 - 35.0% Class F fly ash, or 49.5 - 50.0% Slag cement, or 19.5 - 20.0% Metakaolin
Type IS	24.5 - 25.0% Class F fly ash, or 24.5 - 25.0% Slag cement, or 19.5 - 20.0% Metakaolin	24.5 - 25.0% Class F fly ash, or 24.5 - 25.0% Slag cement, or 19.5 - 20.0% Metakaolin
Type IS (MS)	See Note 1	24.5 - 25.0% Class F fly ash, or 24.5 - 25.0% Slag cement, or 19.5 - 20.0% Metakaolin
Type IP (MS)	No replacement combination allowed	Type not allowed

¹ Class F fly ash or slag cement may be added as a replacement for cement as allowed in Subsection 907-799.02.2.

907-799.02.5--Chemical Admixtures. At least one water-reducing admixture or water-reducing/set-retarding admixture shall be used in all classes of concrete in accordance with the manufacturer's recommended dosage range. Admixtures providing a specific performance characteristic other than those of water reduction or set retardation may be used in accordance with the manufacturer's recommended dosage range. Accelerating admixtures shall not be used unless approved by the State Materials Engineer and as applied to Classes by Note 11 in Table 1. Any combinations of admixtures shall be approved by the Engineer before their use.

907-799.02.6--Aggregates.

907-799.02.6.1--Lightweight Aggregate Requirements for Bridge Decks. For bridge decks constructed following the requirements of Subsection 804.03.19.7.3, Subsection 804.03.14.2 and Subsection 804.03.17.2, then the Class BD or Class BDX mixture design shall contain LWA meeting the requirements of Subsection 703.19.2 and have an internal curing water content of 8.0 lbs. per 100 lbs. of total cementitious materials in the mixture design; mixture designs not containing LWA and the required minimum internal curing water content shall not be used.

907-799.02.6.2--Class WT Concrete. Class WT concrete used in fiber-reinforced concrete pavements with a design thickness greater than or equal to 4 inches, size 57 coarse aggregate shall be used. Class WT concrete used in fiber-reinforced concrete pavements with a design thickness less than 4 inches, size 67 coarse aggregate shall be used.

907-799.03--Proportioning of Hydraulic Cement Concrete Mixture Design. Proportioning of hydraulic cement concrete shall be based on an existing mixture of which the producer has field experience and documentation or based on a recently batched laboratory mixture tested according to the required specifications.

907-799.03.1--Proportioning on the Basis of Previous Field Experience of Trial Mixtures.

Where a concrete production facility has a record, based on at least 10 consecutive strength tests from at least 10 different batches within the past 12 months from a mixture not previously used on Department projects, the standard deviation shall be calculated. The record of tests from which the standard deviation is calculated shall:

- (a) Represent similar materials and conditions to those expected. Changes in materials and proportions within the test record shall not have been more closely restricted than those for the proposed work.
- (b) Represent concrete produced to meet a specified strength.
- (c) Consist of 10 consecutive tests, average of three cylinders per test, tested at 28 days. For all mixture designs, for each of these tests on the plastic concrete the test data shall meet the acceptance criteria of Subsection 804.02.13.1.

The standard deviation, s , shall be calculated as:

$$s = \left[\sum (X_i - \bar{X})^2 \div (N - 1) \right]^{1/2}$$

where:

- X_i = the strength result of an individual test
- $\bar{X}$ = the average of individual tests in the series
- N = number of tests in the series

When the concrete production facility does not have a record of tests for calculation of standard deviation, as required in the above formula, the requirements of Subsection 907-799.03.2 shall govern.

The required average compressive strength (f'_{cr}) used as the basis for selection of concrete proportions shall conform to the inequality listed below, while using a standard deviation, s , calculated as shown above.

$$\bar{X} \geq f'_{cr}$$

where:

$$f'_{cr} = f'_c + 1.43s$$

where:

f'_c = specified compressive strength of concrete, psi

f'_{cr} = required average compressive strength of concrete, psi

s = standard deviation, psi

1.43 represents the Lower Quality Index necessary to assure that 93% of compressive strength tests are above f'_c .

907-799.03.2--Proportioning on the Basis of Laboratory Trial Mixtures. When an acceptable record of field test results is not available, concrete proportions shall be established based on laboratory trial mixtures meeting the following restrictions:

- (a) The combination of materials shall be those intended for use in the proposed work.
- (b) Trial mixtures having proportions and consistencies suitable for the proposed work shall be made using the ACI 211.1 as a guide to proportion the mixture design.
- (c) Trial mixtures shall be designed to produce a slump within $\pm\frac{3}{4}$ inch of the design slump allowed, and for air-entrained concrete, ± 0.5 percent of the maximum permitted air content in Table 1 in Subsection 907-799.02. The temperature of freshly mixed concrete in trial mixtures shall be reported.
- (d) For each proposed mixture, at least three compressive test cylinders shall be made and cured in accordance with AASHTO R 39. Each change of water-cement ratio shall be considered a new mixture. The cylinders shall be tested for strength in accordance with AASHTO T 22 and shall be tested at 28 days.
- (e) The required average strength of laboratory trial mixes shall exceed f'_c by 1200 psi for concrete mixture designs less than 5000 psi and by 1400 psi for concrete mixture designs of 5000 psi or more.
- (f) The laboratory trial batch mixtures shall have been made within the previous 12 months before being submitted for approval and shall not have been previously used on Department projects.

907-799.04--Documentation of Average Strength. Documentation that the proposed concrete proportions will produce an average strength equal to or greater than the required average shall consist of the strength test records from field tests or results from laboratory trial mixtures.

907-799.05--Field Verification of Concrete Mixture Design. Unless otherwise noted within this Subsection, and except for Class PO, concrete mixture designs will only be tentatively approved pending field verification submission. All concrete placed using a mixture design which has not been acceptably field verified will not be paid for by the Department until field verification is submitted and approved as having been found to meet the requirements in this Subsection and those in the Department's *Concrete Manual*. The requirements for yield, slump, or total air content shall be successfully met within the first three (3) production days. Mixture designs may be transferred to other projects without additional field verification testing if the most recent field verification testing was conducted within the past twelve (12) months. All concrete mixtures will have a complete field verification performed and submitted to the Department's Materials Division every 12 months.

The Contractor's Certified Quality Control Technicians shall test each concrete mixture design upon the first placement of the mixture. Aggregates and concrete tests during the first placement shall be as follows.

<u>Aggregates</u>	<u>Concrete</u>
Bulk Specific Gravity	Water Content
Moisture	Slump
Gradation	Air Content
	Unit Weight
	Yield

For all Classes of concrete, the mixture shall be verified to yield within 2.0% of the correct volume when all the mix water is added to the batch, either by the batch plant or as ice used to control mixture acceptance temperature.

For all Classes of concrete other than DS, F, and FX, the mixture shall produce a slump within a minus 1½-inch tolerance of the design for mixtures with a design slump of three inches (3") or less or within a minus 2½-inch tolerance of the design for mixtures with a design slump of greater than three inches (3"), and producing a total air content within the allowable air content range in Table 3.

For Class DS, the slump range shall be 8 inches ±1 inch. For Class DS exposed to seawater, the total air content shall be within the allowable air content range in Table 3. For Class DS not exposed to seawater the total air content shall be within the requirements in Table 3.

For Classes F and FX, the slump shall be within a minus 1½-inch tolerance of the design for mixtures with a design slump of three inches (3") or less or within a minus 2½-inch tolerance of the design for mixtures with a design slump of greater than three inches (3"). For Classes F and FX exposed to seawater, the total air content shall be within the allowable air content range in Table 3. For Classes F and FX not exposed to seawater the total air content shall be within the requirements in Table 3.

The mixture shall be adjusted and retested, if necessary, on subsequent placements until the above-mentioned properties are met.

If the requirements for yield, slump, or total air content are not met within the first three (3) production days, subsequent field verification testing shall not be permitted on Department projects, and the mixture design shall not be used until the requirements listed above are met. Any mixture design adjustments, changes in the mixture proportions, are to be made by a Class III Certified Technician representing the Contractor. After the mixture design has been verified and adjustments made, verification test results will be reviewed by the Engineer.

907-799.05.1--Field Verification and Slump Loss of Class DS Concrete Mixture Designs.

Prior to placement of Class DS concrete mixture, the Contractor shall provide test results of a slump loss test using approved methods to demonstrate that the mixture meets the four-hour requirement in Subsection 803.03.2.7.1. The Contractor shall notify the Department 48 hours prior to performing the slump loss test. These tests shall be conducted successfully by an approved testing laboratory during the installation of the trial shaft, with personnel from the Department present. As an alternative, the slump loss test can be performed prior to the installation of the trial shaft.

The slump loss test shall be conducted at temperatures and conditions similar to those expected at the job site at the time of the installation of the trial shaft. The sample for the slump loss test shall be from a minimum batch size of four (4) cubic yards of concrete. If the temperature between a successful slump loss test and the installation of the production shaft exceeds 10°F above the concrete temperature, another successful slump loss test shall be performed on the first truckload of concrete as part of the installation of the trial shaft. The requirement to limit the time between the previous slump loss test and an installation of the trial shaft also applies to Class DS concrete mixture designs being transferred from another project. During any shaft installation a slump loss test shall be conducted by the Contractor at the direction of the Engineer from the concrete at the site for verification of slump loss requirements using a sample from a minimum batch size of four cubic yards of concrete.

907-799.05.2--Field Verification of Class BDO and Class WT Concrete Mixture Designs.

Prior to mixture design submittal, the Contractor shall perform a field verification on Class BDO and Class WT concrete mixture designs and submit the field verification data and batch ticket information as part of the mixture submittal.

In addition to the requirements in Subsection 907-799.03.3, this documentation must indicate that the mixture achieves the requirements in Table 1 for:

- the compressive strengths required for acceptance within 28 days;
- the compressive strengths required for early opening to traffic within the time specified by the Engineer; and
- if the maturity method is to be used to estimate the compressive strength for early opening to traffic, the strength/maturity relationship shall be verified within 10% of the predicted compressive strength value determined by the maturity curve following the requirements of AASHTO T325 during the field verification.

907-799.06--Adjustments of Mixtures. The mixture design may be adjusted by the Class III Certified Technician representing the Contractor in accordance with the allowable revisions listed in paragraph 5.7 of the Department's *Concrete Manual*. Written notification shall be submitted to the Engineer a minimum of seven (7) days prior to any source or brand of material change, aggregate size change, allowable material type change, or decrease in any cementitious material content. Any adjustments of the concrete mixture design shall necessitate repeat of field verification procedure as described in Subsection 907-799.05 and approval by the Engineer.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-804-13

DATE: 07/28/2025

SUBJECT: Concrete Bridges and Structures

907-804.02--Materials

907-804.02.6--Classification and Uses of Concrete. Delete numbers 9 through 15 on page 2 and substitute the following.

- 9) Class F (SCC) – Self Consolidating Concrete for prestressed members.
- 10) Class DS – Concrete for drilled shafts.
- 11) Class FX – Extra Strength concrete for prestressed members, as shown on plans.
- 12) Class FX (SCC) – Extra Strength Self Consolidating concrete for prestressed members, as shown on plans.
- 13) Class PA – Concrete paving.
- 14) Class PO – Concrete for repair of concrete paving.
- 15) Class PP – Concrete for special design requirements.
- 16) Class S – For all seal concrete deposited under water.
- 17) Class WT – Fiber-reinforced concrete pavement.

907-804.02.12--Contractor's Quality Control.

907-804.02.12.2--Personnel Requirements. Delete the first sentence of the second paragraph of Subsection 907-804.02.12.2 on pages 3 & 4, and substitute the following.

The Contractor's Designated Certified Technician shall either be an employee of the Contractor, an employee of the concrete producer, or an employee of the certified independent testing laboratory.

907-804.02.12.5--Non-Conforming Materials. Delete Table 4 on page 5, and substitute the following.

TABLE 4

CONTRACTOR'S MINIMUM REQUIREMENTS FOR QUALITY CONTROL

Hydraulic Cement Concrete		
Control Requirement	Frequency	AASHTO/ASTM
A. PLANT AND TRUCKS 1. Mixer Blades 2. Scales a. Tared b. Calibrate c. Check Calibration 3. Gauges & Meters - Plant & Truck a. Calibrate b. Check Calibration 4. Admixture Dispenser a. Calibrate b. Check Operation & Calibration	Monthly Daily Every 6 months Weekly Every 6 months Weekly Every 6 months Daily	
B. AGGREGATES 1. Sampling 2. Fine Aggregate a. Gradation / FM b. Moisture c. Specific Gravity / Absorption 3. Coarse Aggregates a. Gradation b. Moisture c. Specific Gravity / Absorption	250 yd ³ concrete Check meter against test results weekly 2500 yd ³ concrete 250 yd ³ concrete Minimum of once daily or more as needed to control production. Check meter against test results weekly. 250 yd ³ Concrete if the coarse aggregate oven dry specific gravity is less than 2.450, or 2500 yd ³ Concrete if the coarse aggregate oven dry specific gravity is greater than or equal to 2.450	T 2 T 27 T 255 T 84 T 27 T 255 T 85
C. PLASTIC CONCRETE 1. Sampling 2. Air Content 3. Slump or Flow* 4. Static Segregation* 5. Density (Unit Weight) 6. Compressive Strength 7. Yield 8. Temperature	First load then one per 50 yd ³ First load then one per 50 yd ³ 2500 yd ³ Concrete 100 yd ³ or when cylinders are made A minimum of one set (three cylinders) for each 100 yd ³ inclusive and one set for each additional 100 yd ³ or fraction thereof for each class concrete delivered and placed on a calendar day from a single supplier. A test shall be the average of three cylinders. Each 400 yd ³ Concrete With each sample	R 60 T 152* or T 196* T 119* or C 1611* C 1610* T 121 T 22*, T 23*, T 231 T 121* T 309

Note: * For concrete categorized as a SCC mixture, the following requirements shall apply:

- (a) Substitute the appropriate AASHTO for references to other ASTM Designations listed in ASTM C1610 and C1611.
- (b) Test specimens shall be made in accordance with the above listed specifications with the exception that the concrete shall not be rodded or vibrated during casting the test specimens.
- (c) The slump flow test shall only be performed on SCC mixtures in accordance with ASTM C1611. For these mixtures AASHTO T119 is not required. For the slump flow test, the filling procedure used shall be Procedure B. Additionally, for each slump flow test, determine the T50 and VSI values in accordance with the information in Appendix X1 of ASTM C1611. There are no acceptance criteria for the T50 or VSI determinations.
- (d) The static segregation test shall only be performed on SCC mixtures.

907-804.02.13--Quality Assurance Sampling and Testing. Delete Table 5 on page 6, and substitute the following.

**TABLE 5
DEPARTMENT'S MINIMUM REQUIREMENTS
FOR QUALITY ASSURANCE**

Quality Assurance Tests	Frequency	AASHTO/ASTM
A. AGGREGATES		
1. Sampling		T 2
2. Fine Aggregate Gradation and FM	250 yd ³ concrete	T 27
3. Coarse Aggregates Gradation	250 yd ³ concrete	T 27
4. Coarse Aggregate a. Specific gravity / Absorption	250 yd ³ Concrete if the coarse aggregate oven dry specific gravity is less than 2.450, or 2500 yd ³ Concrete if the coarse aggregate oven dry specific gravity is greater than or equal to 2.450	T 85
B. PLASTIC CONCRETE		
1. Sampling		R 60
2. Air Content	Every 100 yd ³	T 152* or T 196*
3. Slump or Slump Flow*	Every 100 yd ³	T 119 or C 1611*
4. Density (Unit Weight)	100 yd ³ or when cylinders are made	T 121
5. Compressive Strength	One set (three cylinders) for every 100 yd ³ inclusive. A test shall be the average of three cylinders.	T 22*, T 23*, T 231
6. Temperature	With each sample	T 309

Note: * For concrete categorized as a SCC mixture, the following requirements shall apply:

- (a) Substitute the appropriate AASHTO for references to other ASTM listed in ASTM C1611.
- (b) Test specimens shall be made in accordance with the above listed specifications with the exception that the concrete shall not be rodded or vibrated during casting the test specimens.

- (c) The slump flow test shall only be performed on SCC mixtures in accordance with ASTM C1611. For these mixtures AASHTO T119 is not required. For the slump flow test, the filling procedure used shall be Procedure B.

Delete Subsection 907-804.2.13.1.7 on page 6, and substitute the following.

907-804.02.13.1.7--Static Segregation. For concrete categorized as a SCC mixture, the static segregation of the plastic concrete shall meet the requirements of Subsection 907-799.03.2. If the static segregation of the concrete mix design exceeds this requirement, the mix shall be adjusted by a Class III Certified Technician representing the Contractor to ensure a static segregation less than the maximum allowable. If batching of the proportions of the mixture design varies outside the batching tolerance range of the originally approved proportions by more than the tolerances allowed in Subsection 907-804.02.12.1, the new proportions shall be field verified per Subsection 907-799.05.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-804-13

CODE: (IS)

DATE: 11/21/2023

SUBJECT: Concrete Bridges and Structures

Section 804, Concrete Bridges and Structures, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-804.02--Materials.

907-804.02.3--Non-Quality Control / Quality Assurance Concrete.

Delete the third sentence of the first paragraph on page 936 and substitute the following.

The Contractor is required to submit mixture designs to accomplish this work in accordance with Section 907-799 and perform normal Quality Control functions in accordance with Table 4, Contractor's Minimum Requirements for Quality Control, Items A and B in Subsection 907-804.02.12.5.

Add the following to the list of concrete items on page 937 that are not accepted based on the Quality Control / Quality Assurance (QC/QA) requirements.

<u>Section</u>	<u>Description</u>
502	Concrete Bridge-End Pavement
504	Fiber-Reinforced Concrete Pavement
610	High Tension Cable Barrier

907-804.02.6--Classification and Uses of Concrete. Delete the contents of Subsection 804.02.6 on pages 937 and 938 and substitute the following.

When a specific class of concrete is not specified on the plans or in the contract documents, the structure or parts thereof shall be constructed with the class of concrete as directed by the Engineer.

The classes of hydraulic cement concrete (concrete) mixtures are as follows:

- 1) Class AA - Concrete for bridge construction and concrete exposed to seawater.
- 2) Class B - General use, heavily reinforced sections, cast-in-place concrete piles, and conventional concrete piles.
- 3) Class BD - Concrete for bridge decks.
- 4) Class BDx - Extra strength concrete for bridge decks.
- 5) Class BDO - Concrete for bridge deck overlay.
- 6) Class C - Massive sections or lightly reinforced sections.
- 7) Class D - Massive unreinforced sections and riprap.

- 8) Class F - Concrete for prestressed members.
- 9) Class DS - Concrete for drilled shafts.
- 10) Class FX - Extra strength concrete for prestressed members, as shown on plans.
- 11) Class PA - Concrete paving.
- 12) Class PO - Concrete for repair of concrete paving.
- 13) Class PP - Concrete for special design requirements.
- 14) Class S - For all seal concrete deposited under water.
- 15) Class WT - Fiber-reinforced concrete pavement.

The classes of concrete and their general uses are listed in Subsection 907-799.01.

907-804.02.8--Laboratory Accreditation. Delete the first paragraph of Subsection 804.02.8 on page 938, and substitute the following.

The Contractor shall be responsible for furnishing the laboratory used to perform concrete quality control tests. The laboratory shall be either the Contractor's facility, the concrete producer's facility, or a certified independent testing laboratory subcontracted by the concrete producer.

Table 1

AASHTO: R 39	Making and Curing Concrete Test Specimens in the Laboratory
AASHTO: R 60	Sampling Freshly Mixed Concrete
AASHTO: R 76	Sampling Aggregates
AASHTO: R 100	Making and Curing Concrete Test Specimens in the Field
AASHTO: T 19	Bulk Density ("Unit Weight") and Voids in Aggregates
AASHTO: T 22	Compressive Strength of Cylindrical Concrete Specimens
AASHTO: T 27	Sieve Analysis of Fine and Coarse Aggregates
AASHTO: T 84	Specific Gravity and Absorption of Fine Aggregate
AASHTO: T 85	Specific Gravity and Absorption of Coarse Aggregate
AASHTO: T 119	Slump of Hydraulic Cement Concrete
AASHTO: T 121	Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete
AASHTO: T 152	Air Content of Freshly Mixed Concrete by Pressure Method *
AASHTO: T 196	Air Content of Freshly Mixed Concrete by the Volumetric Method *
AASHTO: T 231	Capping Cylindrical Concrete Specimens
AASHTO: T 248	Reducing Field Samples of Aggregate to Testing Size
AASHTO: T 255	Total Evaporable Moisture Content of Aggregate by Drying
AASHTO: T 325	Standard Method of Test for Estimating the Strength of Concrete in Transportation Construction by Maturity Tests **
AASHTO: T 309	Temperature of Freshly Mixed Portland Cement Concrete
ASTM: C 1074	Standard Practice for Estimating Concrete Strength by the Maturity Method **

* Equipment necessary for either pressure or volumetric air content.

** Equipment necessary for estimating concrete strength following the maturity method.

Table 2

Concrete Technician's Tasks	Test Method Required	Certification Required**
Sampling or Testing of Plastic Concrete	AASHTO R 60, R 100, T 119, T 121, T 152, T 196, and T 309	MDOT Class I certification
Compressive Strength Testing of Concrete Cylinders	AASHTO T 22 and T 231	MDOT Concrete Strength Testing Technician certification
Sampling of Aggregates	AASHTO R 76	Work under the supervision of a MDOT Class II certified technician
Testing of Aggregates	AASHTO T 19, T 27, T 84, T 85, T 248, and T 255	MDOT Class II certification
Proportioning of Concrete Mixtures*	AASHTO M 157 and R 39	MDOT Class III certification
Interpretation and Application of Maturity Meter Readings	AASHTO T 325 and ASTM C 1074	Two hours maturity method training

* Technicians making concrete test specimens for meeting the requirements of Subsection 804.02.10.1.2 shall be MDOT Class I certified and under the direct supervision of an MDOT Class III certified technician.

** MDOT Class I certification encompasses the same test procedures and specifications as ACI Concrete Field Testing Technician-Grade I. MDOT Class II certification encompasses the same test procedures and specifications as ACI Aggregate Testing Technician-Level 1. MDOT Concrete Strength Testing Technician encompasses the same test procedures and specifications as ACI Concrete Strength Testing certification.

Delete Subsection 804.02.10 on pages 940 thru 946, and substitute the following.

907-804.02.10--Hydraulic Cement Concrete Mixture Design. The hydraulic cement concrete mixture design shall meet the requirements in Section 907-799 for the applicable Class of concrete.

907-804.02.12--Contractor's Quality Control.

907-804.02.12.1--Quality Control Plan.

907-804.02.12.1.1--Elements of Plan. Delete Item (d) (3) in Subsection 804.02.12.1.1 on page 947, and substitute the following.

- (3) If the Contractor elects to utilize Job Site Batch Adjustments by Addition of Chemical Admixture within Item 2, the procedures outlined in the Contractor's Quality Control Plan for Job Site Batch Adjustments shall be followed.

907-804.02.12.2--Personnel Requirements. Delete the two paragraphs in Subsection 804.02.12.2 on page 948, and substitute the following.

The Contractor's Designated Certified Technician shall either be an employee of the Contractor, an employee of the concrete producer, or an employee of the certified independent testing

laboratory subcontracted by the concrete producer. The Contractor's Designated Certified Technician shall perform and use quality control tests and other quality control practices to assure that delivered materials and proportioning meet the requirements of the mixture design including temperature, slump, total air content, unit weight, and strength and shall periodically inspect all equipment used in transporting, proportioning, and mixing.

The Contractor shall periodically inspect all equipment used placing, consolidating, finishing, and curing to assure it is operating properly and that placement, consolidation, finishing, and curing conform to the mixture design and other contract requirements.

907-804.02.12.5--Non-Conforming Materials. Delete Table 4 on page 950, and substitute the following.

Table 4
CONTRACTOR'S MINIMUM REQUIREMENTS FOR QUALITY CONTROL

Hydraulic Cement Concrete		
Control Requirement	Frequency	AASHTO/ASTM
A. PLANT AND TRUCKS 1. Mixer Blades 2. Scales a. Tared b. Calibrate c. Check Calibration 3. Gauges & Meters - Plant & Truck a. Calibrate b. Check Calibration 4. Admixture Dispenser a. Calibrate b. Check Operation & Calibration	Monthly Daily Every 6 months Weekly Every 6 months Weekly Every 6 months Daily	
B. AGGREGATES 1. Sampling 2. Fine Aggregate a. Gradation / FM b. Moisture c. Specific Gravity / Absorption 3. Coarse Aggregates a. Gradation b. Moisture c. Specific Gravity / Absorption	250 yd ³ concrete Check meter against test results weekly 2500 yd ³ concrete 250 yd ³ concrete Minimum of once daily or more as needed to control production. Check meter against test results weekly. 250 yd ³ concrete if the coarse aggregate oven dry specific gravity is less than 2.450, or 2500 yd ³ concrete if the coarse aggregate oven dry specific gravity is greater than or equal to 2.450	R 76 T 27 T 255 T 84 T 27 T 255 T 85
C. PLASTIC CONCRETE 1. Sampling 2. Air Content 3. Slump 4. Unit weight 5. Compressive Strength 6. Yield 7. Temperature	First load then one per 50 yd ³ First load then one per 50 yd ³ 100 yd ³ or when cylinders are made A minimum of one set (three cylinders) for each 100 yd ³ inclusive and one set for each additional 100 yd ³ or fraction thereof for each class concrete delivered and placed on a calendar day from a single supplier. A test shall be the average of three cylinders. Each 400 yd ³ concrete With each sample	R 60 T 152 or T 196 T 119 T 121 R 100, T 22, T 231 T 121 T 309

907-804.02.13--Quality Assurance Sampling and Testing. Delete Table 5 in Subsection 804.02.13 on pages 951 and 952, and substitute the following.

TABLE 5
DEPARTMENT'S MINIMUM REQUIREMENTS
FOR QUALITY ASSURANCE

Quality Assurance Tests	Frequency	AASHTO/ASTM
A. AGGREGATES		
1. Sampling		R 76
2. Fine Aggregate Gradation and FM	250 yd ³ concrete	T 27
3. Coarse Aggregates Gradation	250 yd ³ concrete	T 27
4. Coarse Aggregate a. Specific gravity / Absorption	250 yd ³ Concrete if the coarse aggregate oven dry specific gravity is less than 2.450, or 2500 yd ³ Concrete if the coarse aggregate oven dry specific gravity is greater than or equal to 2.450	
B. PLASTIC CONCRETE		
1. Sampling		R 60
2. Air Content	Every 100 yd ³	T 152 or T 196
3. Slump	Every 100 yd ³	T 119
4. Density (Unit Weight)	100 yd ³ or when cylinders are made	T 121
5. Compressive Strength	One set (three cylinders) for every 100 yd ³ inclusive. A test shall be the average of three cylinders.	R 100, T 23, T 231
6. Temperature	With each sample	T 309

907-804.02.13.1--Job Control Testing.

907-804.02.13.1.4--Yield. Delete the first sentence of Subsection 804.02.13.1.4 on page 953 and substitute the following.

If the yield of the concrete mixture is more than plus or minus three percent ($\pm 3\%$) of the design volume, the mixture design shall be adjusted by a Class III Certified Technician representing the Contractor to yield the correct volume, plus or minus three percent ($\pm 3\%$).

907-804.02.13.1.5--Temperature. Delete the third and fourth paragraphs of Subsection 804.02.13.1.5 on page 953, and substitute the following.

The maximum acceptance temperature of Class C concrete mixtures is 100°F for mixtures meeting the cement replacement requirements of Subsection 907-799.02.2. For Class C concrete mixtures that do not meet the cement replacement requirements of Subsection 907-799.02.2, the maximum acceptance temperature is 95°F.

The maximum acceptance temperature for all other concrete mixtures meeting the cement replacement requirements of Subsection 907-799.02.2 is 95°F. The maximum acceptance temperature for all other concrete mixtures that do not meet the cement replacement requirements of Subsection 907-799.02.2 is 90°F.

Delete Subsection 804.02.13.1.7 on page 954 and substitute the following.

907-804.02.13.1.7--Blank.

907-804.03--Construction Requirements.

907-804.03.11--Concrete Exposed to Seawater. Delete the first sentence of the paragraph in Subsection 804.03.11 on page 962, and substitute the following.

Unless otherwise specifically provided, concrete for structures exposed to seawater shall be Class AA concrete as referenced in Subsection 907-799.02.

Delete Subsection 804.03.16.1 on pages 970 & 971, and substitute the following.

907-804.03.16.1--Cold Weather Concreting.

907-804.03.16.1.1--Mixture Acceptance Temperature. For the purpose of job site acceptance temperature in accordance with Subsection 804.02.13.1.5, in cold weather, the acceptance temperature of the concrete when delivered to the job site shall conform to the temperature limitations of “Temperature Limitations on Concrete when Delivered to Job Site” listed in Table 8 below. For the purpose of mixture acceptance temperature, cold weather is defined as three consecutive days when there is a probability that the daily average of the highest and lowest ambient temperatures is expected to be less than 40°F. This three-day forecast shall be based on the latest information available from the National Weather Service.

**TABLE 8
COLD WEATHER TEMPERATURE LIMITATIONS ON CONCRETE
WHEN DELIVERED TO JOB SITE**

Section thickness in the least dimension inches	Jobsite Acceptance Temperature Range °F
Less than 12	55 to 75
12 to 36	50 to 70
36 to 72	45 to 65
Greater than 72	40 to 60

907-804.03.16.1.2--Structure Concrete Protection. The Contractor shall assume all risk and added cost connected with the placing and protecting of concrete during cold weather. For the purpose of structure protection, cold weather is defined as periods where there are indications of temperatures less than 40°F during the first four days after placement. Permission given by the Engineer to place concrete during such time will in no way relieve the Contractor of responsibility for satisfactory results. Protection of the concrete shall be accomplished in accordance with the requirements in Subsection 907-804.03.16.1.2.1. If approved by the Engineer, the protection of the concrete may be accomplished in accordance with the requirements in Subsection 907-804.03.16.1.2.2. In either case, should it be determined at any time that the concrete placed under such conditions is unsatisfactory, it shall be removed and replaced with satisfactory concrete by the Contractor without extra compensation.

Before placing concrete, all ice or frost shall be removed from the forms and reinforcement.

In the case of concrete placed directly on or in the ground, such as for footings or bottom slabs, protection and curing during cold weather may be provided as set for concrete pavement under Subsection 501.03.20.3.

907-804.03.16.1.2.1--Enclosure Method. The Contractor shall have available on the project the approved facilities necessary to enclose uncured concrete and to keep the temperature of the air inside the enclosure between 50°F and 100°F for the duration of the cold weather period. The Contractor shall use such heating equipment such as stoves, salamanders, or steam equipment as deemed necessary to protect the concrete. When dry heat is used, means of maintaining atmospheric moisture shall be provided.

The Contractor shall install the temperature sensors and other appurtenances to measure and record the temperature history of the air inside the enclosure. The Contractor shall be able to determine the temperature history of air inside the enclosure while remaining outside the enclosure

In the event that the Contractor's enclosure method does not successfully maintain the air temperature within the required range, the Contractor shall suspend additional concrete placements until either 1) such time that changes in the enclosure method are demonstrated to successfully maintain the required temperatures during other periods of cold weather, or 2) such time that concrete placements are not conducted during periods of cold weather.

If the air temperature inside the enclosure at the end of the protection period is more than 20°F greater than the ambient temperature, the Contractor shall 1) stop using heating equipment, 2) leave the enclosure undisturbed, and 3) allow the air temperature inside the enclosure to decrease to within 20°F of the ambient temperature before disturbing or removing the enclosure.

907-804.03.16.1.2.2--Insulating Blanketing Method. At the option of the Contractor with the approval of the Engineer, an approved insulating blanketing material capable of maintaining the temperature of the concrete at or above 40°F may be used to protect the work. The insulating blanketing material shall remain in place until both 1) the required concrete strength in Table 6 is achieved as determined using the Maturity Method in accordance with Subsection 804.03.15, and 2) the temperature differential between the ambient temperature and the internal concrete temperature determined by the maturity meter does not exceed 20°F.

In the event the Engineer does not approve of using the Insulating Blanketing Method, the Contractor shall use the Enclosure Method per Subsection 907-804.03.16.1.2.1.

907-804.03.16.1.2.3--Batching Considerations. One or more of the aggregates and/or mixing water may be heated. The aggregates may be heated by steam, dry heat, or by placing in the mixing water that has been heated. Frozen aggregates shall not be used. When either aggregates or water are heated above 100°F, the aggregates and water shall be combined first in the mixer before the cement is added to avoid flash set. Cement shall not be mixed with water or with a mixture of water and aggregate having a temperature greater than 100°F.

The use of salt or other chemical admixtures in lieu of heating will not be permitted.

907-804.03.17--Curing Concrete.

907-804.03.17.1--Water with Waterproof Cover. In the second sentence of the fourth paragraph of Subsection 804.03.17.1 on page 973, delete the word “due”.

Delete the first sentence of the fifth paragraph of Subsection 804.03.17.1 on page 973, and substitute the following.

The Contractor shall maintain the burlap in a fully wet condition using powered fogging equipment, such as a commercially available pressure washer, which is capable of producing a fog spray of atomized droplets of water (i.e., producing a very fine and gentle mist that looks like a foggy morning) until the concrete has gained sufficient strength to allow foot traffic without the foot traffic marring the surface of the concrete.

Delete the seventh paragraph of Subsection 804.03.17.1 on page 973, and substitute the following.

If there is an unanticipated delay in the placement of the first layer of saturated burlap outside the time limit which is due to unforeseen events which are not a part of the Contractor's curing operations for meeting the requirements of this Subsection and which are outside the direct control of the Contractor, the struck-off and finished concrete shall be kept wet by use of the powered fogging equipment used to keep the burlap wet as described previously in the Subsection.

In the second sentence of the eighth paragraph of Subsection 804.03.17.1 on page 973, replace the word “like” with “such as”.

907-804.03.17.1.2--Liquid Membrane. In the first sentence of the first paragraph of Subsection 804.03.17.1 on page 973, replace “polyethylene sheets” with “white polyethylene sheets.”

907-804.03.19.7--Finishing Bridge Decks.

907-804.03.19.7.1--General. Delete the second paragraph of Subsection 804.03.19.7.1 on page 985, and substitute the following.

In the event a method is not designated on the plans, the Contractor may use either the Longitudinal Method in accordance with Subsection 907-804.03.19.7.2 or the Transverse Method in accordance with Subsection 907-804.03.19.7.3.

907-804.03.19.7.2--Longitudinal Method. Delete the first sentence of the first paragraph of Subsection 804.03.19.7.2 on page 985, and substitute the following.

The longitudinal method may only be used for repairs to bridge decks or bridge widening projects.

907-804.03.19.7.3--Transverse Method. Before the first sentence of the first paragraph of Subsection 804.03.19.7.3 on page 986, add the following.

The transverse method shall be used for construction of new bridge decks and may be used for bridge deck repair or bridge widening.

907-804.03.22--Precast-Prestressed Concrete Bridge Members.

907-804.03.22.8--Testing of Materials. Delete the first sentence of the paragraph in Subsection 804.03.22.8 on page 997, and substitute the following.

Concrete and aggregate testing shall meet the requirements of Division VI of PCI Quality Control Manual, Latest Edition, except that the concrete mixture design shall meet the requirements of Subsection 907-799.

907-804.05--Basis of Payment. Delete the first and second pay items listed on page 999, and substitute the following.

907-804-A: Bridge Concrete, Class _____ - per cubic yard

907-804-B: Box Bridge Concrete, Class _____ - per cubic yard

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-809-2

CODE: (SP)

DATE: 05/04/2021

SUBJECT: Retaining Wall Systems

Section 809, Retaining Wall Systems, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

Delete Subsection 809.02.2.4 on pages 1017 and 1018 and substitute the following.

907-809.02.2.4--Geogrid Reinforcement for Mechanically Stabilized Earth Walls. Geogrid shall meet the requirements of Subsection 907-714.15.

907-809.05--Basis of Payment. Add the “907” prefix to the pay item listed in Subsection 809.05 on page 1015.

[illegible]

SECTION 905 - PROPOSAL

Last Edited 6/12/2018

Date _____

TO: _____

Sirs: The following proposal is made on behalf of _____
_____ of _____

for constructing the following designated project(s) within the time(s) hereinafter specified.

The plans are composed of drawings and blue prints on file in the offices of _____
_____, Mississippi.

The Specifications are the current Standard Specifications of the Mississippi Department of Transportation approved by the Federal Highway Administration, except where superseded or amended by the plans, Special Provisions and Notice(s) to Bidders attached hereto and made a part thereof.

I (We) certify that I (we) possess a copy of said Standard and any Supplemental Specifications.

Evidence of my (our) authority to submit the Proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm or corporation. I (We) certify that I (we) have carefully examined the Plans, the Specifications, including the Special Provisions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Notice(s) to Bidders, and Plans, I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (We) understand that the quantities mentioned herein are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid, in accordance with the above.

I (We) acknowledge that this proposal will be found irregular and/or non-responsive unless a certified check, cashier's check, or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law) is submitted electronically with the proposal or is delivered to the office of _____ located at _____ prior to the bid opening time specified in the advertisement.

INSTRUCTION TO BIDDERS: Alternate and Optional Items on Bid Schedule.

1. Two or more items entered opposite a single unit quantity WITHOUT DEFINITE DESIGNATION AS "ALTERNATE ITEMS" are considered as "OPTIONAL ITEMS". Bidders may or may not indicate on bids the Optional Item proposed to be furnished or performed WITHOUT PREJUDICE IN REGARD TO IRREGULARITY OF BIDS.
2. Items classified on the bid schedule as "ALTERNATE ITEMS" and/or "ALTERNATE TYPES OF CONSTRUCTION" must be preselected and indicated on bids. However, "Alternate Types of Construction" may include Optional Items to be treated as set out in Paragraph 1, above.
3. Optional items not preselected and indicated on the bid schedule MUST be designated in accordance with Subsection 102.06 prior to or at the time of execution of the contract.
4. Optional and Alternate items designated must be used throughout the project.

I (We) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

SECTION 905 - PROPOSAL (CONTINUED)

I (We) shall submit electronically with our proposal or deliver prior to the bid opening time a certified check, cashier's check or bid bond for **five percent (5%) of total bid** and hereby agree that in case of my (our) failure to execute the contract and furnish bond within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the State of Mississippi as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

I (We) hereby certify by conventional signature below of a paper bid submission, or by digital signature of an electronic submission via any authorized electronic submittal software, of the Section 905 proposal below, that all certifications, disclosures and affidavits incorporated herein are deemed to be duly executed in the aggregate, fully enforceable and binding upon delivery of the bid proposal. I (We) further acknowledge that this certification shall not extend to the bid bond or alternate security which must be separately executed for the benefit of the _____. This signature does not cure deficiencies in any required certifications, disclosures and/or affidavits. I (We) also acknowledge the right of the _____ to require full and final execution on any certification, disclosure or affidavit contained in the proposal at the _____ election upon award. Failure to so execute at the request within the time allowed in the Standard Specifications for execution of all contract documents will result in forfeiture of the bid bond or alternate security.

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATED _____
 ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATED _____

TOTAL ADDENDA: _____

(Must agree with total addenda issued prior to opening of bids)

Respectfully submitted,

DATE: _____

 Contractor

BY: _____

TITLE: _____

ADDRESS: _____

CITY: _____

PHONE: _____

FAX: _____

EMAIL: _____

Bid Schedule

Project Number STP-7194-00(004)LPA / 109376 - 701000

County FORREST

Project Description City of Hattiesburg - HIP Earmark MS 228 - Construction of F

I (We) agree to complete the entire project within the specified contract time.

SPECIAL NOTICE TO BIDDERS

BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED.

BIDS WILL NOT BE CONSIDERED UNLESS THE BID CERTIFICATE LOCATED AT THE END OF THE BID SHEET IS SIGNED.

Line No.	Pay Item No.	Plan Quantity	Unit	Description	Unit Price	Item Total
10	201-A001	1	LS	Clearing and Grubbing	XXXXX	
20	202-B073	230	SY	Removal of Concrete Pavement, All Depths		
30	202-B080	5	SY	Removal of Concrete Sidewalk		
40	202-B089	450	LF	Removal of Curb &/or Curb and Gutter, All Types		
50	202-B090	3	EA	Removal of Curb Inlet		
60	202-B129	3	EA	Removal of Flared End Section, All Sizes		
70	202-B240	280	LF	Removal of Traffic Stripe		
80	202-B244	13	EA	Removal of Trees		
90	203-EX020	1,400	CY	Borrow Excavation, AH, FME, Class B9		
100	203-G001	200	CY	Excess Excavation, FM, AH		
110	211-B001	170	CY	Topsoil for Slope Treatment, Contractor Furnished		
120	216-B002	1,550	SY	Solid Sodding, Centipede		
130	219-A001	310	KGAL	Watering	20.00	\$6,200.00
140	907-234-A001	1,150	LF	Temporary Silt Fence		
150	246-B002	200	LF	Rockbags		
160	304-G001	12	CY	Size 3/4" and Down Crushed Stone Base, AEA		
				OR		
170	304-G002	12	CY	Size 610 Crushed Stone Base, AEA		
				OR		
180	304-G003	12	CY	Size 825B Crushed Stone Base, AEA		
190	907-417-A001	160	SY	Polymer Cement Surface System		

200	601-B001	13	CY	Class "B" Structural Concrete, Minor Structures		
210	602-A001	920	LBS	Reinforcing Steel		
220	603-CA012	40	LF	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets		
230	603-CA056	16	LF	36" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets		
240	603-CB003	2	EA	18" Reinforced Concrete End Section		
250	603-CB006	1	EA	36" Reinforced Concrete End Section		
260	604-A001	464	LBS	Castings		
270	604-B001	180	LBS	Gratings		
280	608-A001	1,100	SY	Concrete Sidewalk, Without Reinforcement		
290	907-608-C001	224	SF	Detectable Warning Panels		
300	907-608-D001	22	SY	Colored Concrete Sidewalk Scoring Pattern		
310	907-608-D002	192	SF	Stamped and Colored Concrete Sidewalk Brick Pattern		
320	907-608-D002	1,365	SF	Stamped and Colored Concrete Sidewalk Brick Pattern, Driveway		
330	609-B002	125	LF	Concrete Curb, Header		
340	609-D002	205	LF	Combination Concrete Curb and Gutter Type 1 Modified		
350	613-D009	2	EA	Adjustment of Utility Appurtenance Fire Hydrant		
360	613-D009	4	EA	Adjustment of Utility Appurtenance Fiber Box		
370	613-D010	2	EA	Adjustment of Water Meter		
380	613-D011	2	EA	Adjustment of Water Valve		
390	614-B003	65	SY	Concrete Driveway, With Reinforcement, 6-inch Thickness		
400	907-618-A001	1	LS	Maintenance of Traffic	XXXXX	
410	618-B001	1	SF	Additional Construction Signs	10.00	\$10.00
420	620-A001	1	LS	Mobilization	XXXXX	
430	907-626-E006	160	LF	6" Thermoplastic Traffic Stripe, Continuous Yellow		
440	907-626-H010	780	LF	Thermoplastic Legend, White		
450	907-630-O002	4	EA	Remove and Reset Sign, 1 U-post		
510	699-A001	1	LS	Roadway Construction Stakes	XXXXX	
					Total Base Bid Amount	

Add Option No. 1						
Line No.	Pay Item No.	Plan Quantity	Unit	Description	Unit Price	Item Total
460	907-637-C028	50	LF	Traffic Signal Conduit, Underground, Type 4, 2"		
470	682-A039	1,125	LF	Underground Branch Circuit, AWG 8, 3 Conductor		
480	682-B037	100	LF	Underground Branch Circuit, Jacked or Bored, AWG 8, 3 Conductor		
490	682-F001	1	EA	Secondary Power Controller		
500	907-684-PP001	42	CY	Pole Foundation, Per Plans		
520	L00016 - 683-B500	17	EA	Lighting Assembly, Low Mast, LED, TYPE 15-1-0-96		
Total Add Option No. 1 Amount						

Total Base Bid \$ _____

Total Add Option No. 1 \$ _____

Total Bid \$ _____

1. I/We agree that no less than _____ percent shall be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE and WBE).

2. Classification of Bidder: Small Business (DBE) _____ Small Business(WBE) _____

3. A joint venture with a Small Business (DBE/WBE): YES _____

*** SIGNATURE STATEMENT ***

BIDDER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFY THAT THE FIGURES SHOWN THEREIN CONSTITUTE THEIR OFFICIAL BID.

BIDDER'S SIGNATURE

**Certification with regard to the Performance of Previous
Contracts or Subcontracts subject to the Equal Opportunity
Clause and the filing of Required Reports**

The Bidder ____, proposed Subcontractor ____, hereby certifies that he has ____, has not ____, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he has ____, has not ____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

(COMPANY)

BY _____

(TITLE)

DATE: _____

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and Subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such Contractors submit a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

NON-COLLUSION AFFIDAVIT (Execute in duplicate)

I, _____,
(Name of person signing affidavit)

individually, and in my capacity as _____ of
(Title)

_____ do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that _____

_____, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. _____,

in _____ County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on _____

Signature

MISSISSIPPI DEPARTMENT OF TRANSPORTATION**NON-COLLUSION AFFIDAVIT**
(Execute in duplicate)

I, _____,
(Name of person signing affidavit)

individually, and in my capacity as _____ of
(Title)

_____ do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that _____

_____, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. _____,

in _____ County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on _____

Signature

LOCAL PUBLIC AGENCY (LPA)

SECTION 902

CONTRACT FOR _____
LOCATED IN THE COUNTY(IES) OF _____
STATE OF MISSISSIPPI, _____

This Contract is entered into by and between the Local Public Agency
_____ (the “LPA”) and the undersigned contractor (the
“Contractor”), as follows:

As consideration for this Contract, the LPA agrees to pay the Contractor the amount(s) set out in the Proposal attached hereto. Said payment will be made in the manner and at the time(s) specified in the Specifications and/or Special Provisions, if any. In exchange for said consideration, the Contractor hereby agrees to accept the prices stated in the Proposal as full compensation for the furnishing of all labor, materials and equipment, and the execution of the scope of work identified for this referenced Project as contemplated in this Contract, and as more fully outlined in the Contract Documents (the “Work”). The Contract Documents consist of the Advertisement, the Notice to Bidders, the Proposal, the Specifications, the Special Provisions, and the approved Plans, all of which are hereby made a part of this Contract and incorporated herein by reference.

The Contractor shall be responsible for all loss or damage arising out of, or in any way in connection with the Work, or from any unforeseen obstructions or difficulties that may be encountered in the prosecution of the Work, and for all risks of every description connected with the Work, with the exception of any items specifically excluded in the Contract Documents. The Contractor shall fully and faithfully complete the Work in a good and workmanlike manner, according to the Contract Documents and any Supplemental Agreements thereto.

The Contractor further agrees that the Work shall be done under the direct supervision of, and to the complete satisfaction of, the LPA, or their authorized representative(s), and, when federal funds are involved, subject to the inspection at all times by the Mississippi Department of Transportation or the Federal Highway Administration, or its agents, and/or the agents of any other state or federal agency whose funds are involved. Further, the Work shall be done in accordance with any applicable state and federal laws, and any such rules and regulations issued by the Mississippi Transportation Commission and/or any relevant Federal Agency.

The Contractor agrees that all labor as outlined in the Contract Documents may be secured from a list furnished by the Manager of the Win Job Center nearest the project location, or any successor thereto.

It is agreed and understood that each and every provision of law and clause required by law to be inserted into this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein. If through mere mistake or otherwise, any such provision is not inserted, then upon the application of either party hereto, the Contract shall be physically amended to make such insertion.

LOCAL PUBLIC AGENCY (LPA)

The Contractor agrees that he has read each and every clause of the Contract Documents, and fully understands the meaning of same, and hereby acknowledges that he will comply with all terms, covenants and agreements therein.

Witness our signatures, this the ____ day of _____, 20__.

Contractor

By: _____
Title: _____

Signed and sealed in the presence of: (name and address of witness)

(LPA)

LPA Official

LPA Clerk

Award authorized by the LPA in session on the ____ day of _____, _____,
Minute Book No. _____, Page No. _____.

LOCAL PUBLIC AGENCY (LPA)

SECTION 903 PAYMENT BOND

PAYMENT BOND FOR THE FOLLOWING CONTRACT:

Project No.: _____

For the construction of: _____

Contract date: _____ Contract amount: _____

FOR OWNER: _____
(LPA, Address)

CONTRACTOR (full legal name, contact person, phone number and address):

SURETY (legal name, phone number, principal place of business and address *for notice purposes*):

Second Surety (if applicable):

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns, to the Owner for payment of labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference, subject to the following terms:

1. If the Contractor promptly makes payment of all sums due to any and all subcontractors, suppliers and/or laborers, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Contract, then the Surety and the Contractor shall have no obligation under this Bond.
2. The Owner shall provide notice to the Surety of any claims, demands, liens or suits against the Owner or the Owner's property that it receives from any person or entity ("Claimants") seeking payment for labor, materials or equipment furnished for use in the performance of the Contract.
3. Upon notice of any claims, demands, liens or suits provided by the Owner or Contractor or given to the Surety by a Claimant, the Surety shall promptly and at the Surety's expense, defend, indemnify and hold harmless the Owner against said claim, demand, lien or suit and shall take the following additional actions:
 - (a) Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - (b) Pay or arrange for payment of any undisputed amounts.
4. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Contract. The Owner shall not be liable for the payment of any costs or expenses of

LOCAL PUBLIC AGENCY (LPA)

any Claimant under this Bond, and shall have no obligation under this Bond to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

5. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
6. The penal sum of the Bond shall be subject to increase or decrease based on any subsequent Supplemental Agreements and/or final contract quantities.

CONTRACTOR AS PRINCIPAL

Company: _____

Signature: _____

Name: _____

Title: _____

Address: _____

SURETY

Company: _____

Signature: _____

Name: _____

Title: _____

Address: _____

MS Insurance ID # _____

SURETY (if applicable)

Company: _____

Signature: _____

Name: _____

Title: _____

Address: _____

MS Insurance ID # _____

**SECTION 903
PERFORMANCE BOND**

PERFORMANCE BOND FOR THE FOLLOWING CONTRACT:

Project No.: _____

For the construction of: _____

Contract date: _____ Contract amount: _____

FOR OWNER: _____
(LPA, Address)

CONTRACTOR (full legal name, contact person, phone number and address):

SURETY (legal name, phone number, principal place of business and address *for notice purposes*):

Second Surety (if applicable):

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns, to the Owner for the performance of the Contract, which is incorporated herein by reference, and subject to the following terms:

1. If the Contractor fully and faithfully performs the Contract, the Surety and the Contractor shall have no obligation under this Bond.
2. The Surety's obligation under this Bond shall arise after:
 - (a) the Owner first provides notice to the Contractor and the Surety that termination is imminent, pursuant to the current edition of the Mississippi Standard Specifications for Road and Bridge Construction, which is a part of the Contract; and
 - (b) the Owner declares a Contractor Default, terminates the Contract, and notifies the Surety.
3. The Surety shall promptly and at the Surety's expense, take one of the following actions:
 - (a) Arrange for the Contractor, with the consent of the Owner, to perform and complete the Contract;
or
 - (b) Undertake to perform and complete the Contract itself, through its agents or independent contractors.
4. If the Surety does not proceed as provided in Paragraph 3, within 20 calendar days as set forth in Section 108.08 of the current edition of the Mississippi Standard Specifications for Road and Bridge Construction, then the Surety shall be deemed to be in default on this Bond, and the Owner shall be entitled to enforce any remedy available to it under the Contract and applicable law.
5. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- (a) the responsibilities of the Contractor for correction of defective work and completion of the Contract;
 - (b) additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 3; and
 - (c) liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.
6. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
7. The penal sum of the Bond shall be subject to increase or decrease based on any subsequent Supplemental Agreements and/or final contract quantities.
8. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address listed for notice purposes on the first page of this Bond.

CONTRACTOR AS PRINCIPAL

Company: _____

Signature: _____

Name: _____

Title: _____

Address: _____

SURETY

Company: _____

Signature: _____

MS Insurance ID # _____

Name: _____

Title: _____

Address: _____

SURETY (if applicable)

Company: _____

Signature: _____

MS Insurance ID # _____

Name: _____

Title: _____

Address: _____

MDOT Certification Form for Sub-Awards
Executive Compensation Reporting for Transparency Act

On behalf of the entity named below, I certify that I have personally read and reviewed the executive compensation reporting requirements of the Federal Funding Accountability and Transparency Act of 2006, as amended by Section 6202 of the Government Funding Transparency Act of 2008 [FFATA], and certify under penalty of perjury pursuant to Section 97-9-61, Mississippi Code of 1972, as amended, the following:

Local Entity Name: City of Hattiesburg

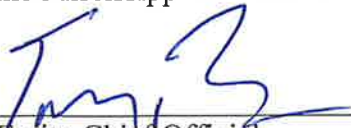
Unique Entity Identifier (UEI) Number : N4XZJLJ9AVM1 (required)

☒ The local entity listed below receiving federal funds from MDOT **is not** required to report executive compensation under the Federal Funding Accountability and Transparency Act of 2006, as amended by Section 6202 of the Government Funding Transparency Act of 2008 [FFATA].

☐ The local entity listed below receiving federal funds from MDOT **is required** to report executive compensation under the Federal Funding Accountability and Transparency Act of 2006, as amended by Section 6202 of the Government Funding Transparency Act of 2008 [FFATA], listed below are the names and total annual compensation of the five most highly compensated officers of the entity:

	NAME	TOTAL ANNUAL COMPENSATION
1.	<u></u>	<u></u>
2.	<u></u>	<u></u>
3.	<u></u>	<u></u>
4.	<u></u>	<u></u>
5.	<u></u>	<u></u>

The entity acknowledges that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. §§ 1001 (false statements) and 1621 (perjury), and 28 U.S.C. §1746 (declarations under penalty of perjury). The entity also acknowledges that said projects, including certifications provided in connection with such projects and grants are subject to review by the Mississippi Department of Transportation, the Mississippi State Auditor, and the Mississippi Office of Attorney General.


Entity Chief Official

8/11/25
Date

**Guidance for Federal Spending Transparency:
Subaward and Executive Compensation Data
Reporting Requirements for FFATA Implementation**

Summary

1. Prime awardees and sub awardees of Federal financial assistance must report executive compensation data if they meet the statutory reporting thresholds. For the Federal-aid Highway Program, this means that the State, and any subawardees of Federal-aid funds through the State, is subject to the executive compensation reporting requirement.

- names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

Background

Beginning October 1, 2010, guidance directs compliance with the Transparency Act to report prime and first-tier subaward data. Federal agencies and prime awardees will report to ensure disclosure of Federal contract and grant subaward and executive compensation data.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants.

Specifically, the Transparency Act's section 2(b)(1) requires the Office of Management and Budget ("OMB") to ensure the establishment of a publicly available website that contains the following information about each Federal award:

- name of the entity receiving the award;
- amount of the award;
- information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number, program source, award title descriptive of the purpose of each funding action;

- location of the entity receiving the award and primary location of performance under the award, including city, State, congressional district, and country;
- unique identifier of the entity receiving the award and the parent entity of the recipient, should the entity be owned by another entity; and
- names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

LPA PROJECT

DISADVANTAGED BUSINESS ENTERPRISE LIST

PROJECT NUMBER :

NAME OF DBE FIRM:

☐ RACE CONSCIOUS ☐ RACE NEUTRAL

COUNTY:

CITY :

A	B	C
REFERENCE NUMBER OF ITEMS	PERCENT WORK SUBCONTRACTED , (SEE NOTE 4 & 5 BELOW)	VALUE OF ITEM (SUBCONTRACTED , MANUFACTURED OR SUPPLIED)
TOTAL		
PER CENT OF TOTAL BID		

*** I ACKNOWLEDGE AND COMMIT TO THE ITEMS AND PRICES STATED ABOVE. ***

SIGNATURE OF DBE

SIGNATURE OF PRIME

DATE
APPROVED:

Prime Contractor Firm Name

APPROVED BY:

LPA Project Director Name (Printed)

Submitted By Name

LPA Project Director (Signature)

TITLE

I AGREE TO SUBCONTRACT OR PURCHASE MATERIAL FROM THE DBE FIRM LISTED ABOVE AND I MAKE THIS COMMITMENT WITH THE UNDERSTANDING THAT IF I FAIL FOR GOOD REASON TO FULFILL THIS COMMITMENT I HAVE LISTED I WILL FULFILL THE TERMS OF MY CONTRACT AS LONG AS I REACH OR EXCEED THE CONTRACT GOAL OF %.

INSTRUCTIONS :

1. SUBMIT THIS FORM TO THE **LPA Project Director** **FOR THEIR SIGNATURE** NO LATER THAN THE THIRD (3) BUSINESS DAY AFTER THE OPENING OF THE BIDS.
2. 60 % CREDIT IS ALLOWED TOWARD THE DBE GOAL FOR SUPPLIERS.
3. THE ACTUAL SUBCONTRACT AGREEMENT MUST EQUAL OR EXCEED THE DOLLAR AMOUNT SHOWN IN COLUMN " C ".
4. IF THE DBE FIRM PERFORMS " ALL OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM ENTER 100 % IN COLUMN " B ".
5. IF THE DBE FIRM PERFORMS " A PORTION OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM THE PERCENTAGE IS CALCULATED BASED ON THE TOTAL VALUE OF THE ITEM AND ENTERED IN COLUMN " B ". A BREAKDOWN OF THE COST MUST ACCOMPANY THIS SITUATION.

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NAME OF DBE FIRM:

☐ RACE CONSCIOUS ☐ RACE NEUTRAL

COUNTY:

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SIGNATURE OF PRIME

DATE

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Prime Contractor Firm Name

APPROVED BY:

LPA Project Director Name (Printed)

Submitted By Name

LPA Project Director (Signature)

TITLE

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PROJECT NUMBER :

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COUNTY:

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REFERENCE NUMBER OF ITEMS	PERCENT WORK SUBCONTRACTED , (SEE NOTE 4 & 5 BELOW)	VALUE OF ITEM (SUBCONTRACTED , MANUFACTURED OR SUPPLIED)
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LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: _____
County: _____

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

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Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
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Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

SUBMITTED BY (Signature)

FIRM NAME

Submit this form to the **LPA as a part of your bid package**. If this form is not **signed** and included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504.

Please make copies of this form when needed and also add those copies to the bid package.

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Please make copies of this form when needed and also add those copies to the bid package.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SAM.GOV Registration and Unique Entity ID

Bidders are advised that the Prime Contractor must register and maintain a current registration in the **System for Award Management** (<http://sam.gov>) at all times during the project. Upon registration, the Contractor will be assigned a SAM Unique Entity ID.

Bidders are advised that prior to the award of this contract, they **MUST** be registered in the System for Award Management.

I (We) acknowledge that this contract cannot be awarded if I (We) are not registered in the System for Award Management prior to the award of this contract. _____ (Yes / No)

I (We) have a SAM Unique Entity ID. _____ (Yes / No)

SAM Unique Entity ID: _____

Company Name: _____

Company e-mail address: _____

PLAN STAGE	DATE PRINTED
☐ FIELD REVIEW	07/18/2023
☐ OFFICE REVIEW	04/21/2025
☒ PS&E	07/31/2025
☐ STREET READY	

FOURTH STREET IMPROVEMENTS - PHASE IV

FEDERAL AID PROJECT NO. STP-7194-00(004)LPA / 109376/701000
CITY OF HATTIESBURG

FORREST COUNTY

SCALES		
PLAN		1 IN. = 10 FT.
PROFILE {	HOR.	1 IN. = 10 FT.
	VERT.	1 IN. = 2.5 FT.
LAYOUT		1 IN. = 40 FT.

MAYOR

TOBY BARKER

ENGINEERING DIRECTOR

MARYBETH BERGIN

CHIEF ADMINISTRATIVE OFFICER

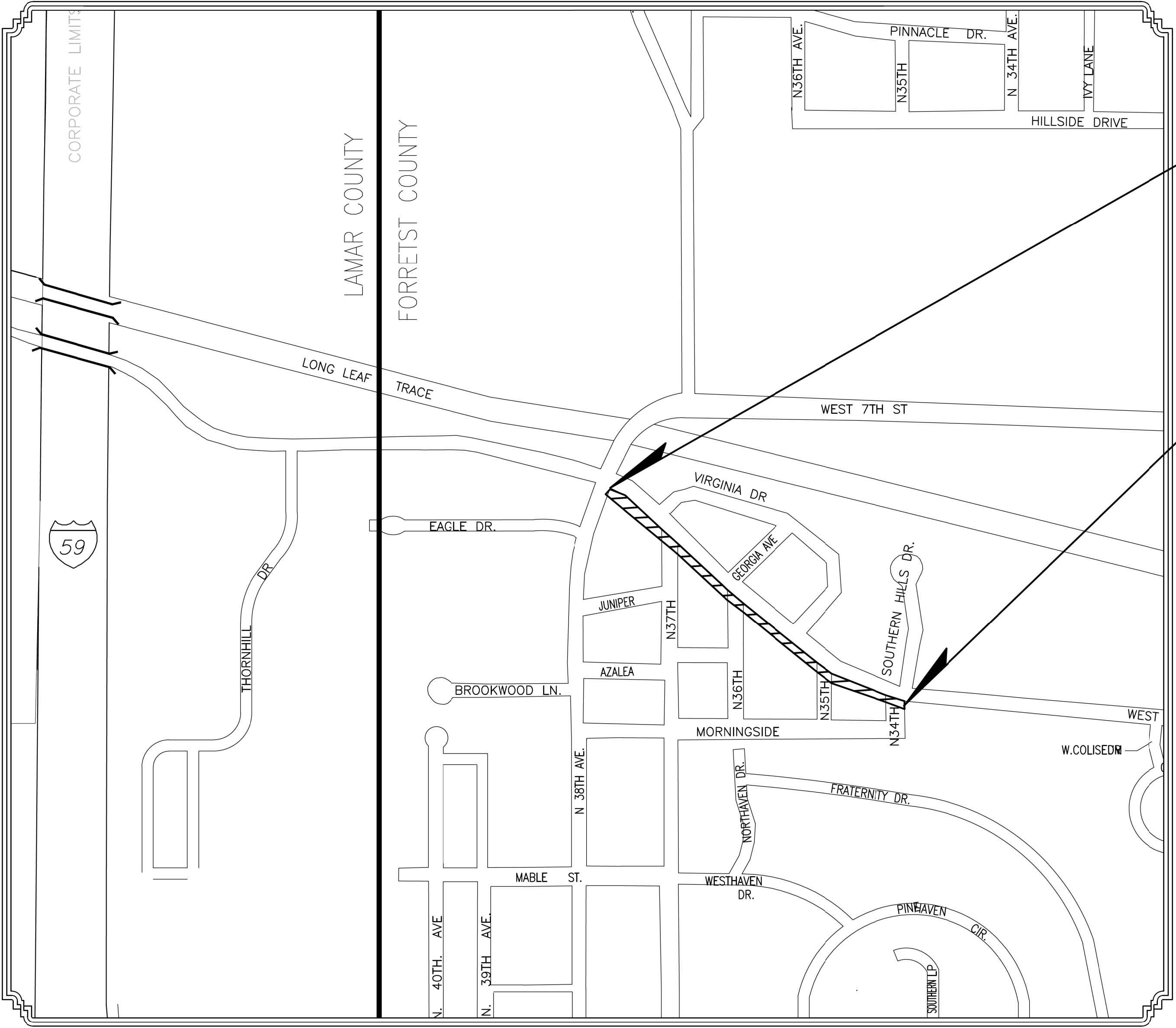
ANN JONES

COUNCIL MEMBERS

JEFFREY GEORGE	WARD 1
ERIC BONEY	WARD 2
LEANN VANCE	WARD 3
DAVE WARE	WARD 4
NICHOLAS BROWN	WARD 5

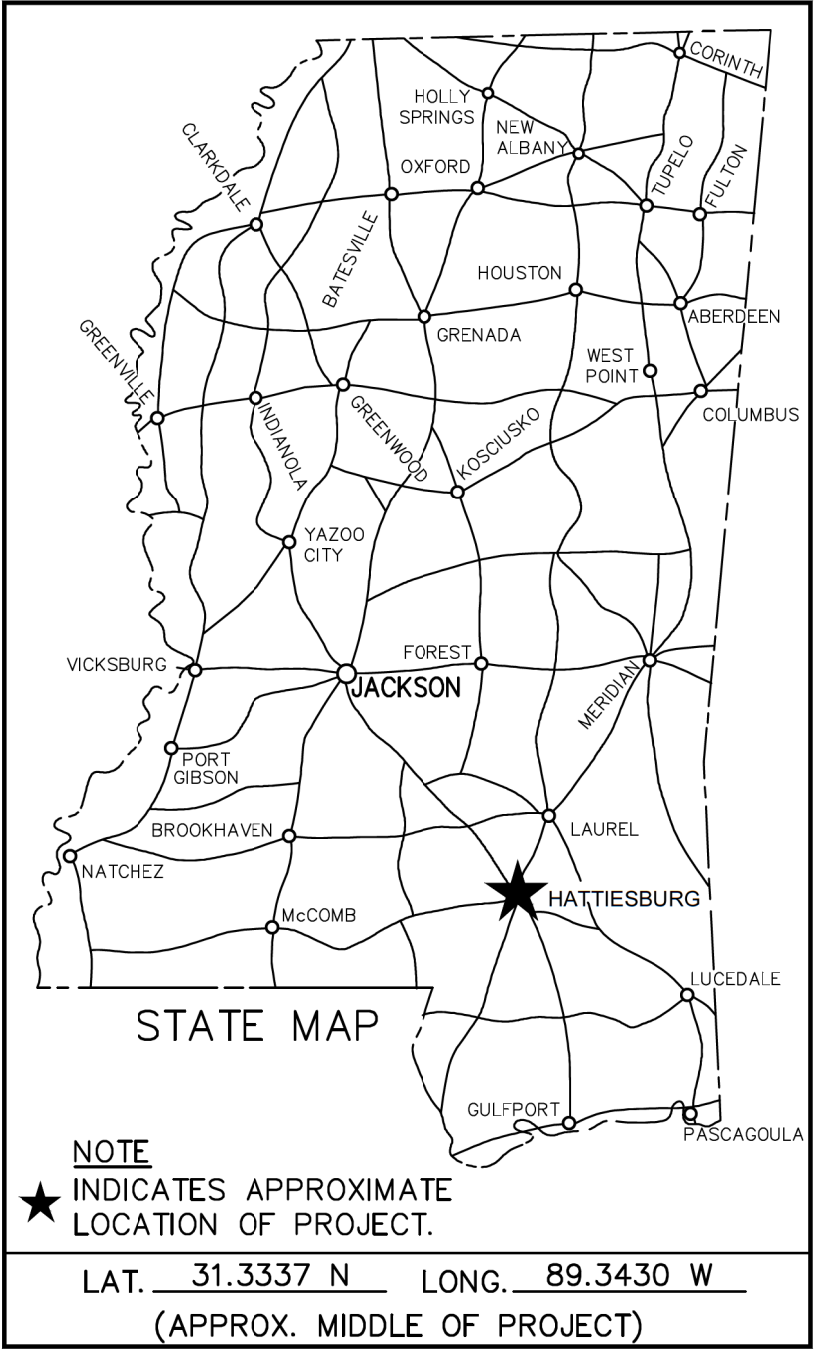
UTILITIES

CITY OF HATTIESBURG	- (601) 545-4530
MISSISSIPPI POWER	- (601) 426-4800
AT&T	- (601) 310-0704
SPIRE GAS	- (601) 549-9071
XFINITY (COMCAST)	- (601) 874-1213
CSPIRE	- (601) 624-4026



VICINITY MAP PROJECT LOCATION LENGTH DATA

LENGTH OF ROADWAY	0 FT.	0 MI.
LENGTH OF BRIDGES	0 FT.	0 MI.
LENGTH OF PROJECT (NET)	1595 FT.	0.302 MI.
LENGTH OF EXCEPTIONS	0.00 FT.	0.000 MI.
LENGTH OF PROJECT (GROSS)	1595 FT.	0.302 MI.



DESIGN CONTROL		
35 MPH	=	V (SPEED DESIGN)
ADT (2025) = 9200	:	ADT (2035) = 9980
DHV =	:	D = % T = %
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 [N]		
Y	REQUIRED, CNOI SUBMITTED BY LPA (DISTURBED AREA = 5 ACRES +)	
S	REQUIRED, SCNOI TO BE SUBMITTED BY CONTRACTOR (1 TO 4.99 ACRES +)	
N	NO STORMWATER PERMIT REQUIRED (<1 ACRE)	

PREPARED BY :

NEEL-SCHAFFER
Solutions you can build upon



GEOFFREY P. CROSBY, P.E.
MISSISSIPPI LICENSE NO. 19984

7/31/2025 9:40 AM c:\17000\hattiesburg\17245 - 4th street 36th to 34th\design\plan\17245_index.dwg

<u>DESCRIPTION OF SHEET</u>		<u>WKG. NO.</u>	<u>SHT. NO.</u>	<u>DESCRIPTION OF SHEET</u>		<u>WKG. NO.</u>	<u>SHT. NO.</u>
<u>TITLE SHEET</u>			1	<u>LIGHTING</u>			
<u>DETAILED INDEX & GENERAL NOTES</u>				LIGHTING PLAN – FOURTH STREET B.O.P TO STA. 6+00 (ADD OPTION NO. 1)		LP-1	E1
DETAILED INDEX		GN-1	2	LIGHTING PLAN – FOURTH STREET STA. 6+00 TO STA. 12+00 (ADD OPTION NO. 1)		LP-2	E2
GENERAL NOTES		GN-2	3	LIGHTING PLAN – FOURTH STREET STA. 12+00 TO E.O.P. (ADD OPTION NO. 1)		LP-3	E3
				LIGHTING DETAILS I (ADD OPTION NO. 1)		LD-1	E4
				LIGHTING DETAILS II (ADD OPTION NO. 1)		LD-2	E5
				LIGHTING DETAILS III (ADD OPTION NO. 1)		LD-2	E6
				GROUND GRID DETAILS (ADD OPTION NO. 1)		GGD-1	E7
				ESTIMATED QUANTITIES – LIGHTING (ADD OPTION NO. 1)		EQL-1	E8
<u>TYPICAL SECTION SHEETS</u>							
TYPICAL SECTIONS		TS-1	4				
<u>QUANTITY SHEETS</u>				<u>MDOT STANDARD DETAILS)</u>			
SUMMARY OF QUANTITIES		SQ-1	5	TYPICAL TEMPORARY EROSION / SEDIMENT CONTROL APPLICATIONS		ECD-1	6101
SUMMARY OF QUANTITIES		SQ-2	6	DETAILS OF SILT FENCE INSTALLATION		ECD-3	6103
				DETAILS OF EROSION CONTROL WATTLE DITCH CHECK		ECD-6	6106
<u>DEMOLITION SHEETS</u>				INLET PROTECTION DETAILS OF WATTLES		ECD-13	6113
DEMOLITION PLAN – B.O.P. TO STA. 6+00		DEMO-1	7	INLET PROTECTION DETAILS OF SANDBAGS		ECD-15	6115
DEMOLITION PLAN – STA. 6+00 TO STA. 12+00		DEMO-2	8	HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS		TCP-8	6358
DEMOLITION PLAN – STA. 12+00 TO E.O.P.		DEMO-3	9	CONCRETE PIPE COLLAR		PC-1	6358
				JUNCTION BOX FOR PIPE CULVERTS		JB-1	6503
				STORM SEWER INLET TYPE SS-2		SS-2	6524
<u>PLAN / PROFILE SHEETS</u>							
DRAWING KEY		KEY-1	10				
PLAN AND PROFILE – B.O.P. TO STA. 3+00		WK-1	11				
PLAN AND PROFILE – STA. 3+00 TO STA. 6+00		WK-2	12				
PLAN AND PROFILE – STA. 6+00 TO STA. 9+00		WK-3	13				
PLAN AND PROFILE – STA. 9+00 TO STA. 12+00		WK-4	14				
PLAN AND PROFILE – STA. 12+00 TO STA. 15+00		WK-5	15				
PLAN AND PROFILE – STA. 12+00 TO STA. 15+95		WK-6	16				
<u>TRAFFIC CONTROL SHEETS</u>							
CONSTRUCTION SIGNING		CS-1	17				
CONSTRUCTION SIGNING – ONE LANE CLOSURE (4-LANE ROAD)		CS-2	18				
<u>DETAILS</u>							
CONSTRUCTION DETAILS		DET-1	19				
CURB INLET DETAILS – SINGLE UNIT		DET-2	20				

NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		FOURTH STREET IMPROVEMENTS - PHASE IV PROJECT NO. STP-7194-00(004)LPA/109376-701000 CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY			DETAILED INDEX	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.17245.000					
					FILENAME: 17245_NOTES.dwg					
					SCALE: NOT TO SCALE					
					SURVEYED BY: MAPTECH					
					DSGN: GPC	DATE: 07/2025			WORKING NUMBER:	DRAWING NUMBER:
					DRWN: PAN	DATE: 07/2025			GN-1	2
					CHKD: GPC	DATE: 07/2025				
					QA/QC:	DATE:				

GENERAL NOTES

1. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION.
2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, APRONS, SIDEWALK, IRRIGATION, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.
3. THE CONTRACTOR SHALL AVOID DAMAGING TREES AND SHRUBBERY UNLESS NOTED IN THE PLANS TO BE REMOVED. ALL DAMAGED PLANT MATERIAL NOT NOTED TO BE REMOVED SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
4. IMPROVEMENTS SHOWN ON THESE PLANS ARE IN APPROXIMATE LOCATIONS. ALL IMPROVEMENTS SHALL BE FIELD LOCATED BY THE CONTRACTOR WITH FIELD STAKED LOCATIONS APPROVED BY THE ENGINEER TO VERIFY PROPER PLACEMENT, ETC. THE CONTRACTOR SHALL FIELD STAKE PROPOSED IMPROVEMENT LOCATIONS A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO REVIEW BY THE ENGINEER.
5. ALL SIGNS AND TRAFFIC CONTROL DEVICES USED ON THIS PROJECT SHALL COMPLY WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).
6. WORK ON STRUCTURES FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PLACE WHAT BRACING, SHORING, OR GROUND SUPPORT SYSTEMS THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT PERSONS WORKING NEAR THE EXCAVATION.
7. UNDERGROUND, DRILLED OR JACKED CONDUIT SHALL BE INSTALLED AT A MINIMUM DEPTH OF THREE FEET UNLESS OTHERWISE DIRECTED BY THE ENGINEER. TRENCHED CONDUIT SHALL BE INSTALLED AT A MINIMUM DEPTH OF THREE FEET UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
8. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING GRADES AND MAKING ADJUSTMENTS AS NECESSARY WITH THE APPROVAL OF THE PROJECT ENGINEER.
9. THE CONTRACTOR SHALL COORDINATE WITH THE RESPECTIVE UTILITY COMPANIES FOR LOCATION OF EXISTING POWER, TELEPHONE, AND CABLE TV UTILITIES. DEPTH OF UNDERGROUND UTILITIES IS NOT KNOWN. THE CONTRACTOR IS REQUIRED TO DO TEST EXCAVATIONS IN AREAS WITH POTENTIAL CONFLICTS TO DETERMINE DEPTH OF UNDERGROUND UTILITIES.
10. ALL TREE ROOTS LARGER THAN ONE-INCH IN DIAMETER ARE TO BE CUT CLEANLY. EXPOSED ROOTS SHALL BE COVERED AT THE END OF THE WORK DAY USING TECHNIQUES SUCH AS COVERING WITH SOIL, MULCH OR WET BURLAP. NO EQUIPMENT, VEHICLES OR MATERIALS SHALL BE OPERATED OR STORED WITHIN THE DRIP LINE OF EXISTING TREES. NO CLEAN-OUT AREAS WILL BE ALLOWED WITHIN THE DRIPLINE SO THAT THE MATERIAL WILL NOT BE IN OR MIGRATE TO THE ROOT ZONE. NO GRADE CHANGE MORE THAN 3" IS ALLOWED WITHIN THE ROOT PROTECTION ZONE. ANY PRUNING OF EXISTING VEGETATION SHALL RECEIVE APPROVAL FROM THE PROJECT ENGINEER. ROOTS OR BRANCHES IN CONFLICT WITH CONSTRUCTION SHALL BE CUT CLEANLY ACCORDING TO PROPER PRUNING METHODS. NO WIRES, NAILS OR OTHER MATERIALS MAY BE ATTACHED TO PROTECTED TREES.
11. ANY AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED BY THE CONTRACTOR (TO INCLUDE GRASSING AND SITE GRADING) AS DIRECTED BY THE ENGINEER. THIS INCLUDES AREAS DAMAGED OR DISTURBED BY THE CONTRACTOR'S VEHICLES OR EQUIPMENT OUTSIDE OF THE PROJECT AREA. CONTRACTOR SHALL PROVIDE TEMPORARY EROSION CONTROL FOR DISTURBED AREAS UNTIL THEY HAVE BEEN GRASSED AND GROWTH ESTABLISHED (COST ABSORBED).
12. EXISTING LIGHTING (TO REMAIN AND TO BE REMOVED) SHALL REMAIN IN PLACE AND OPERABLE UNTIL PROPOSED LIGHTING IS IN PLACE AND OPERABLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REPAIRS TO THE EXISTING LIGHTS, CIRCUITS AND ASSOCIATED COMPONENTS TO ENSURE NIGHT LIGHTING IS AVAILABLE EACH NIGHT DURING CONSTRUCTION (COST ABSORBED).
13. APPROXIMATE LOCATIONS OF LIGHTING ASSEMBLIES, IRRIGATION CONTROLLERS, SPRINKLER HEADS, VALVES, HOSEBIBS, RECEPTACLES, ELECTRICAL & CONTROL PANELS, BRICK, LANDSCAPING, ETC. ARE SHOWN ON THE DRAWINGS. EXACT INSTALLATION LOCATION OF IMPROVEMENTS SHALL BE STAKED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER PRIOR TO THE CONSTRUCTION OF THE IMPROVEMENTS.
14. ALL RAISED ROADSIDE APPURTENANCES TO BE PLACED A MINIMUM OF 2' BEHIND FACE OF CURB UNLESS OTHERWISE SPECIFIED ON PLANS.
15. CONTRACTOR IS RESPONSIBLE FOR HAVING UTILITIES LOCATED PRIOR TO ANY DIGGING OR EXCAVATION ACTIVITIES. CONTRACTORS SHALL MAKE EVERY EFFORT TO PROTECT EACH PRIVATE UTILITY ENCOUNTERED AND COORDINATE ADJUSTMENTS AND/OR UTILITY RELOCATIONS WITH UTILITY OWNERS. ANY DAMAGES TO UTILITIES SHALL BE REPLACED/REPAIRED AT THE CONTRACTORS EXPENSE.
16. ALL IMPROVEMENTS DESIGNATED WITHIN THE PROJECT SITE INCLUDING, BUT NOT LIMITED TO: DRAINAGE PIPE, CONCRETE, UNDERGROUND/ABOVE GROUND UTILITIES, PAVEMENT, & DEBRIS SHALL BE REMOVED FROM THE PROJECT SITE AND PROPERLY DISPOSED, UNLESS DIRECTED OTHERWISE BY THE OWNER OR INDICATED TO BE SALVAGED.
17. ALL PIPE SHALL BE GRADED TO LINES AND ELEVATIONS AS SHOWN. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO STAKEOUT THE CONSTRUCTION AND ESTABLISH LINES FOR WORK AND VERIFY ALL DIMENSIONS.
18. ALL CONNECTIONS TO EXISTING UTILITIES AND ALL UTILITY INSTALLATIONS SHALL BE IN COMPLIANCE WITH REQUIREMENTS OF APPROPRIATE JURISDICTIONAL AGENCIES.

19. IF IT IS NECESSARY TO HOLD ANY UTILITY POLES, THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY. ANY FEE OR CHARGE FOR THIS SERVICE SHALL BE COST ABSORBED BY THE CONTRACTOR.
20. THE CONTRACTOR SHALL VERIFY MATERIAL OF ALL EXISTING UTILITIES DESIGNATED FOR REMOVAL, REPLACEMENT, OR CONNECTION TO.
21. FILL, BACKFILL, AND EXISTING GRANULAR MATERIAL UNDER OR DIRECTLY ADJACENT TO IMPROVEMENTS (OTHER THAN LANDSCAPING AND GRASSING) SHALL BE COMPACTED TO 95% PROCTER PER ASTM D1557.
22. ALL DRAINAGE STRUCTURES SHALL BE CAST-IN-PLACE.
23. SIDEWALK, CROSS WALKS, CURB RAMPS, AND ALL OTHER ELEMENTS OF CONSTRUCTION SHALL BE ADA COMPLIANT IN ALL INSTANCES. IF SLOPES OF SIDEWALKS OR SHARED USE PATHS EXCEED 2%, THEY SHALL BE REPLACED BY THE CONTRACTOR AT THEIR OWN EXPENSE.
24. EXCEPT AS NOTED BELOW, CONTRACTOR SHALL REMOVE FROM THE SITE AND SATISFACTORILY DISPOSE OF ALL TREES, SHRUBS, STUMPS, ROOTS, BRUSH, MASONRY, RUBBISH, SCRAP, DEBRIS, AND OTHER MISCELLANEOUS STRUCTURES NOT COVERED UNDER OTHER SECTIONS AS SHOWN, SPECIFIED OR OTHERWISE REQUIRED TO PERMIT CONSTRUCTION OF THE NEW WORK.
25. TREES, STUMPS AND OTHER CLEARED AND GRUBBED MATERIAL MAY NOT BE DISPOSED OF ON SITE.
26. BURNING WILL NOT BE ALLOWED ON SITE.
27. ALL BURNING OFF THE SITE SHALL BE IN COMPLETE ACCORDANCE WITH RULES AND REGULATIONS OF LOCAL AUTHORITIES HAVING JURISDICTION.
28. CONTRACTOR SHALL CONTROL AIR POLLUTION CAUSED BY DUST AND DIRT, AND COMPLY WITH GOVERNING REGULATIONS.
29. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN ANY AND ALL MARKINGS AS NEEDED TO PROTECT EXISTING UTILITIES. ANY DAMAGE OR INTERRUPTION OF SERVICE CAUSED BY THE CONTRACTOR'S NEGLIGENCE SHALL BE REPORTED IMMEDIATELY TO THE APPROPRIATE UTILITY COMPANY AND SHALL BE REPAIRED AND SERVICE RESTORED IN FULL COOPERATION WITH THE UTILITY COMPANY AT THE CONTRACTOR'S EXPENSE.
30. ALL TREES ARE TO REMAIN UNLESS OTHERWISE NOTED.
31. CONTRACTOR MAY CONSTRUCT SECTIONS OF THE SIDEWALK SIMULTANEOUSLY BUT WILL NEED TO COORDINATE DEMOLITION ACTIVITIES WITH CONSTRUCTION.
32. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION, PROTECTION, AND RELOCATION OF BENCHMARKS DURING CONSTRUCTION. NO ADDITIONAL PAYMENT WILL BE MADE FOR THE RELOCATION OF BENCHMARKS.
33. THE MINIMUM DESIGN CRITERIA CAN BE FOUND IN THE THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, CURRENT EDITION (AS AMENDED), AND THE PROWAG (DRAFT 2011).
34. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL STAKE THE PROPOSED ALIGNMENT OF THE SIDEWALK AND TRAFFIC TABLE FOR THE ENGINEER AND OWNER TO REVIEW.
35. DEMOLITION SHALL CORRESPOND WITH CONSTRUCTION PHASING.
36. CONTRACTOR TO NOTIFY ENGINEER AT A MIN. 48 HOURS NOTICE OF ANY LANE CLOSURES, ROAD CLOSURES, LANE SHIFTS, ETC.
37. CONTRACTOR SHALL MAINTAIN ACCESS (INGRESS AND EGRESS) TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION. CONTRACTOR IS REQUIRED TO NOTIFY BUSINESS AND HOMEOWNERS 48 HOURS IN ADVANCE OF ACCESS RESTRICTIONS.
38. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THROUGH AND LOCAL TRAFFIC IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.

FOURTH STREET IMPROVEMENTS - PHASE IV
PROJECT NO. STP-7194-00(004)LPA/109376-701000

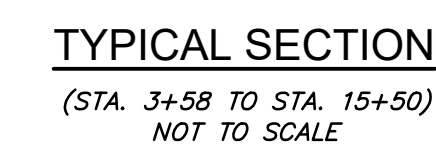
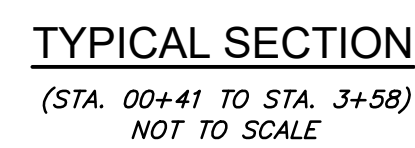
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



GENERAL NOTES

WORKING NUMBER:
GN-2

DRAWING NUMBER:
3



- Page 562 of

STATE	PROJECT NO.
MISS	STP-7194-00(004)LPA

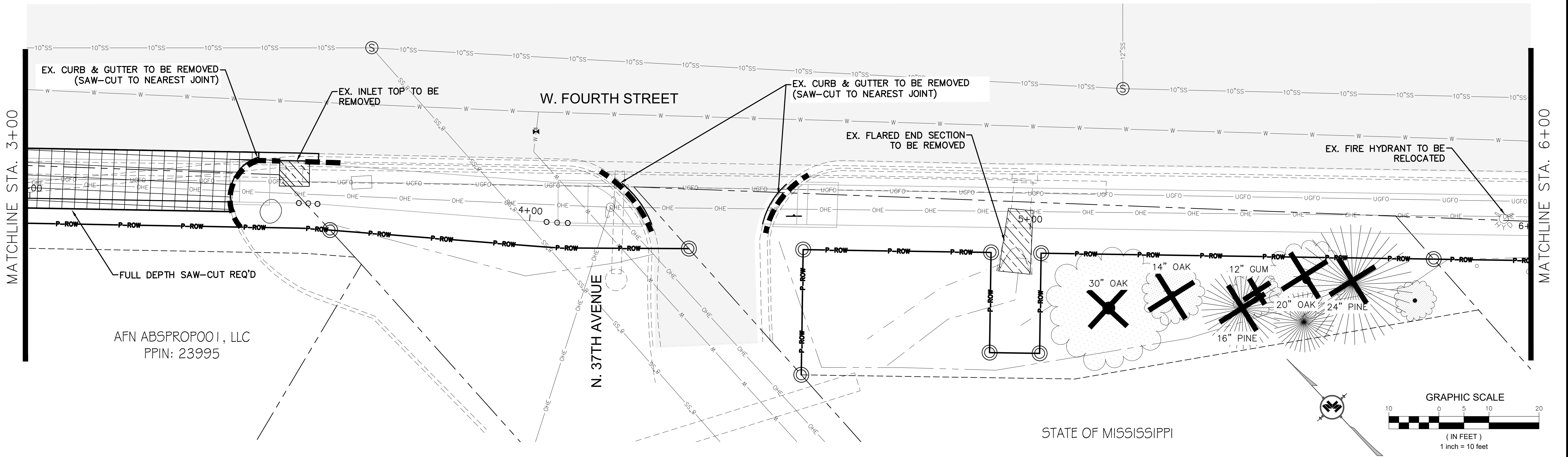
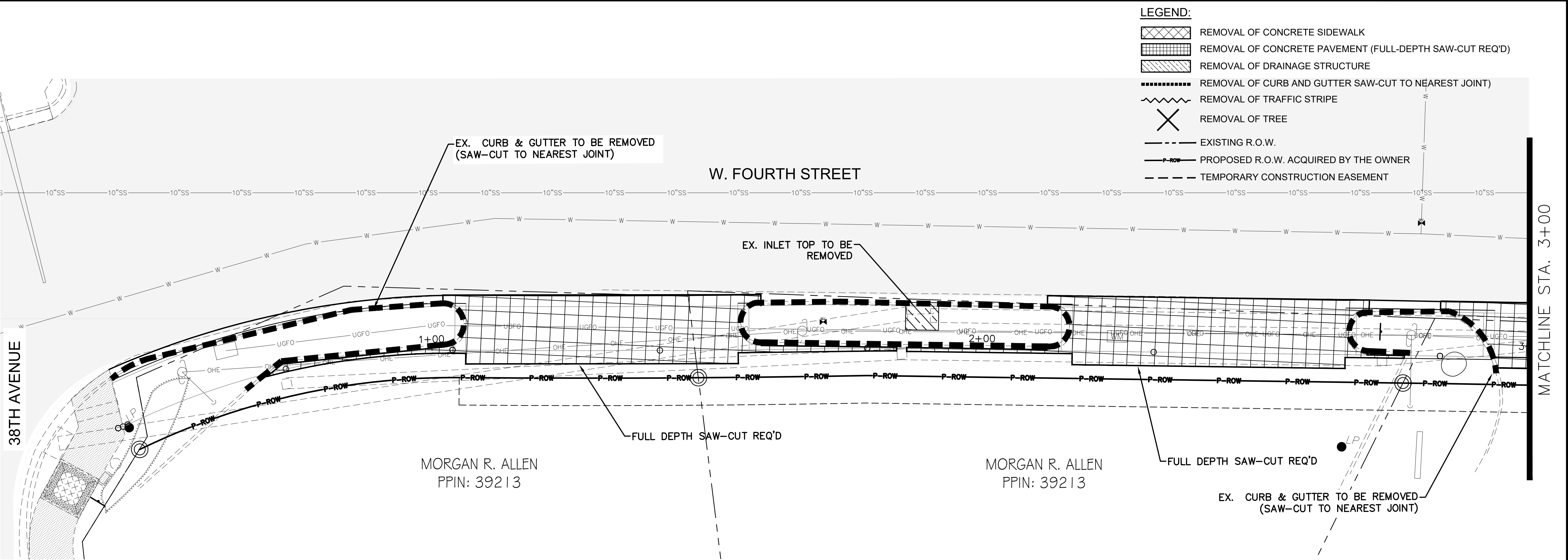
① Includes Survey for Earthwork
Calculations for Applicable Items

SUMMARY OF QUANTITIES (SHEET 2)				
PAY ITEM NO.	PAY ITEM	UNIT	FORREST : 109376-701000	
			Prelim	Final
907-626-E006	6" Thermoplastic Traffic Stripe, Continuous Yellow	LF	160	
907-626-H010	Thermoplastic Legend, White	LF	780	
907-630-O002	Remove and Reset Sign, 1 U-post	EA	4	
	ADD OPTION NO. 1			
907-637-C028	Traffic Signal Conduit, Underground, Type 4, 2"	LF	50	
682-A039	Underground Branch Circuit, AWG 8, 3 Conductor	LF	1,125	
682-B037	Underground Branch Circuit, Jacked or Bored, AWG 8, 3 Conductor	LF	100	
682-F001	Secondary Power Controller	EA	1	
907-684-PP001	Pole Foundation, Per Plans	CY	42	
699-A001	Roadway Construction Stakes	LS	1	
L00016: 683-B500	Lighting Assembly, Low Mast, LED, TYPE 15-1-0-96	EA	17	

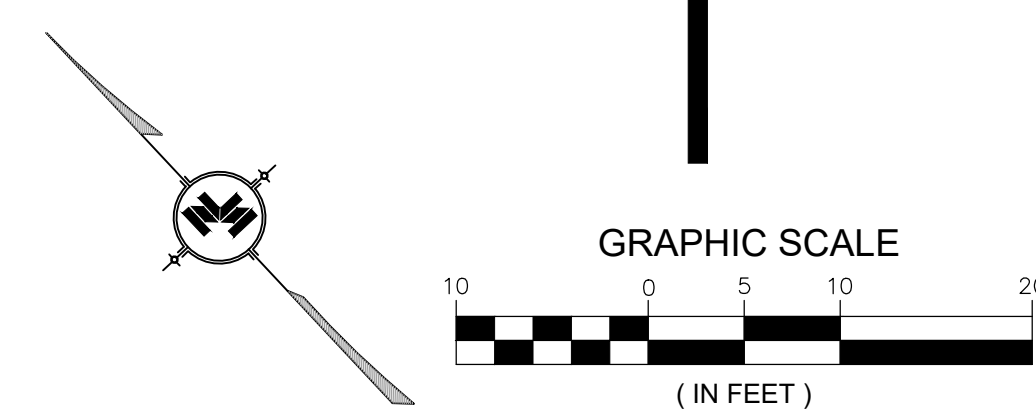
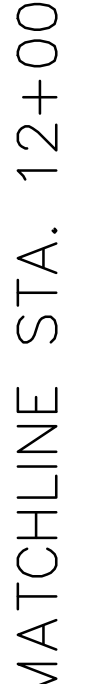
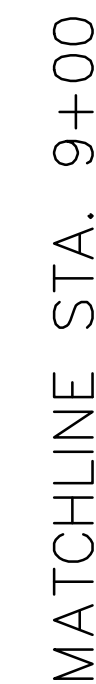
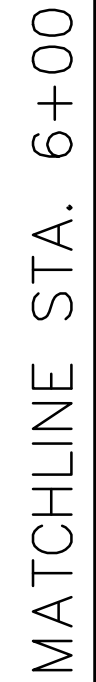
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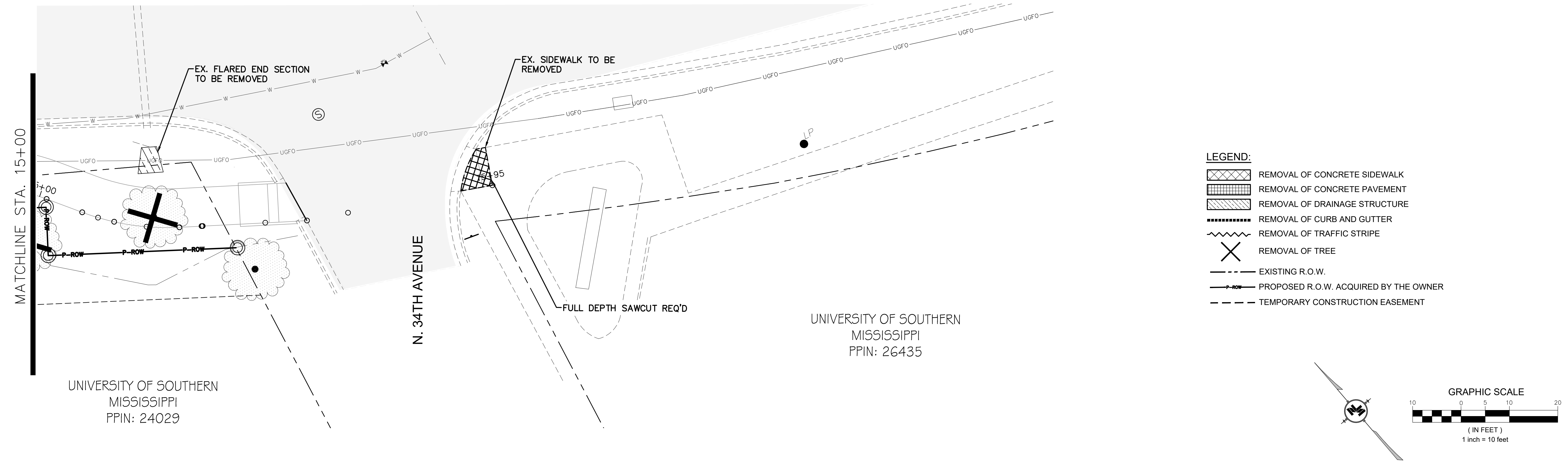
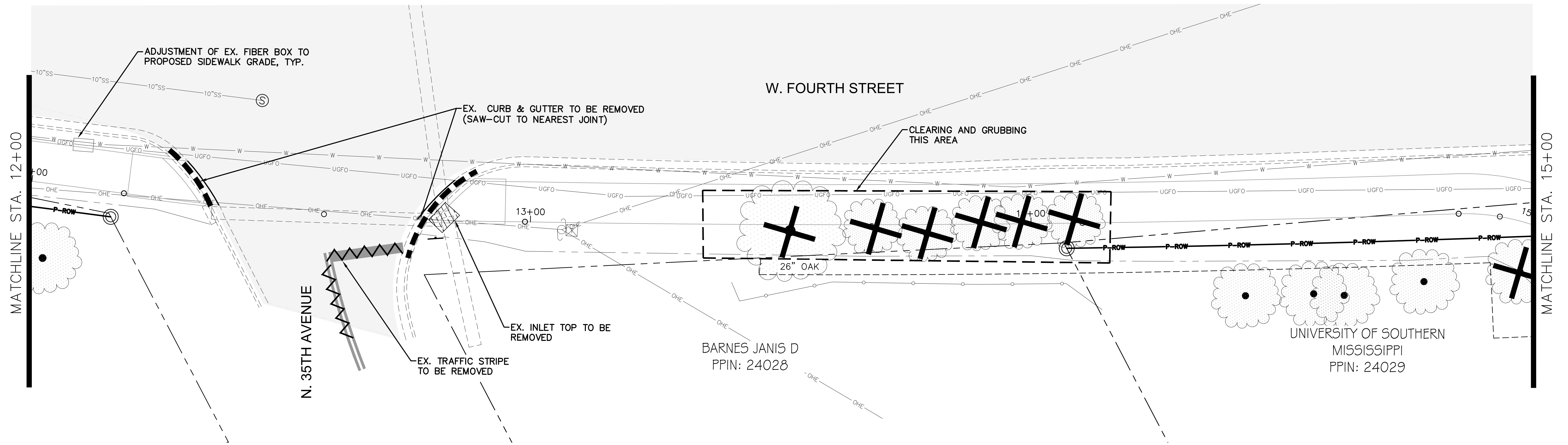
	By	SUMMARY OF QUANTITIES	
	Revision		
		PROJ NO: STP-7194-00(004)LPA COUNTY: FORREST	Working Number SQ-2
Date		FILENAME: SQS	Sheet Number 6
		Design Team	Checked Date

- DEMOLITION NOTES:**
- EXCEPT AS NOTED BELOW, CONTRACTOR SHALL REMOVE FROM THE SITE AND SATISFACTORILY DISPOSE OF ALL TREES, SHRUBS, STUMPS, ROOTS, BRUSH, MASONRY, RUBBISH, SCRAP, DEBRIS, AND MISCELLANEOUS OTHER STRUCTURES NOT COVERED UNDER OTHER SECTIONS AS SHOWN, SPECIFIED OR OTHERWISE REQUIRED TO PERMIT CONSTRUCTION OF THE NEW WORK.
 - IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, APRONS, IRRIGATION, BRIDGE ABUTMENTS, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.
 - TREES, STUMPS AND OTHER CLEARED AND GRUBBED MATERIAL MAY NOT BE DISPOSED ON SITE.
 - BURNING WILL NOT BE ALLOWED ON SITE.
 - CONTROL AIR POLLUTION CAUSED BY DUST AND DIRT, AND COMPLY WITH GOVERNING REGULATIONS.
 - EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF DEMOLITION AND/OR CONSTRUCTION.
 - IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN ANY AND ALL MARKINGS AS NEEDED TO PROTECT EXISTING UTILITIES. ANY DAMAGE OR INTERRUPTION OF SERVICE CAUSED BY THE CONTRACTOR'S NEGLIGENCE SHALL BE REPORTED IMMEDIATELY TO THE APPROPRIATE UTILITY COMPANY AND SHALL BE REPAIRED AND SERVICE RESTORED IN FULL COOPERATION WITH THE UTILITY COMPANY AT THE CONTRACTOR'S EXPENSE.
 - SAW CUTTING SHALL BE CONSIDERED AN ABSORBED ITEM.
 - REMOVAL OF ALL SIDEWALK AND CURB & GUTTER SHALL BE REMOVED TO THE NEAREST JOINT.



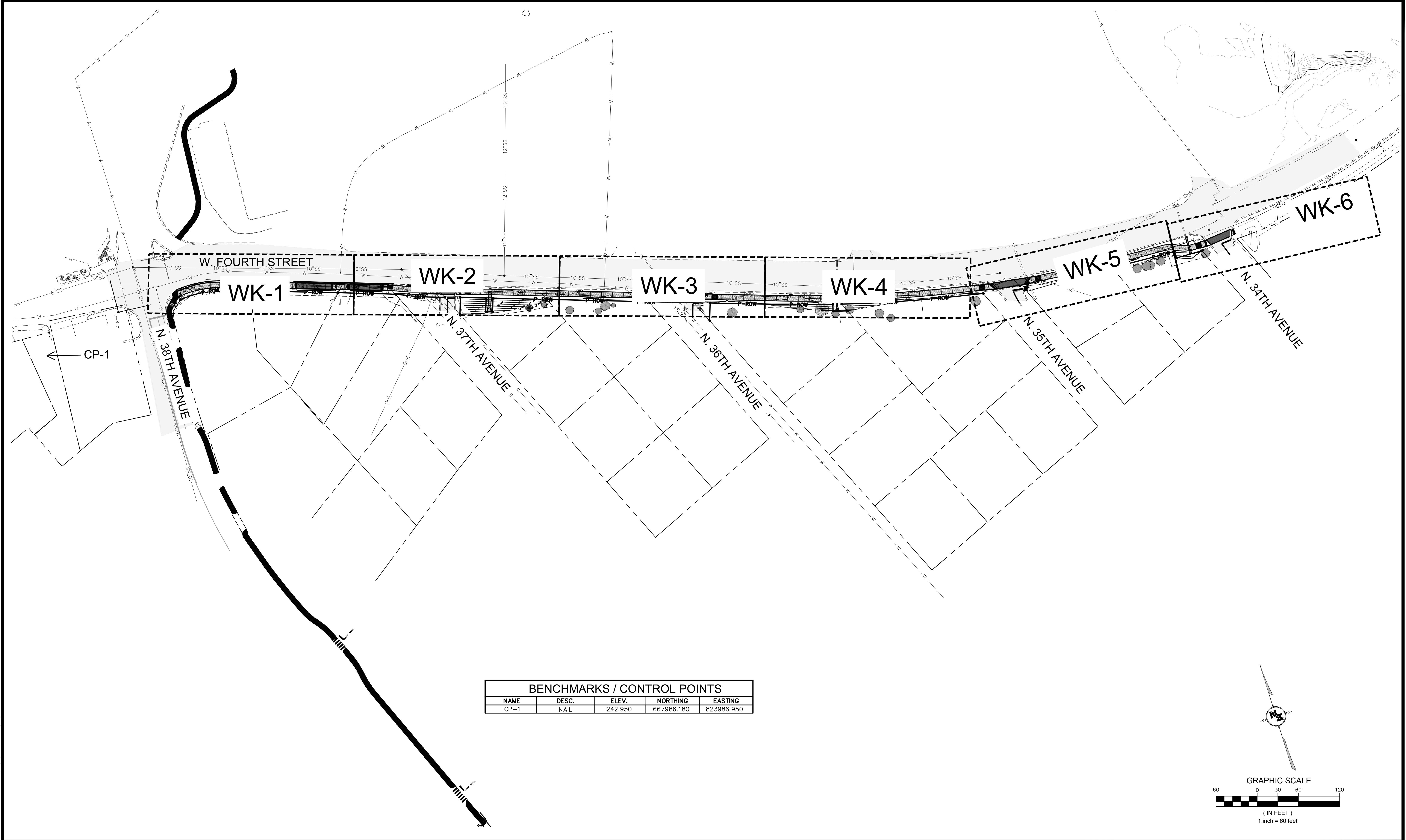
NOTICE TO DRAWING HOLDER		REVISIONS				DRAWING INFORMATION		FOURTH STREET IMPROVEMENTS - PHASE IV PROJECT NO. STP-7194-00(004)LPA/109376-701000 CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY				NEEL-SCHAFFER Solutions you can build upon DEMOLITION PLAN B.O.P. TO STA. 6+00			
NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.		NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.17245.000									
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						DRWN: PAN	DATE: 07/2025								
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				QA/QC:	DATE:			WORKING NUMBER: DEMO-1		DRAWING NUMBER: 7					





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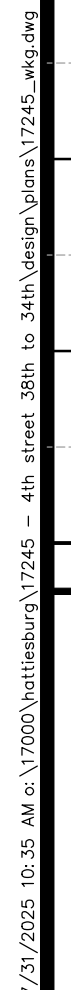
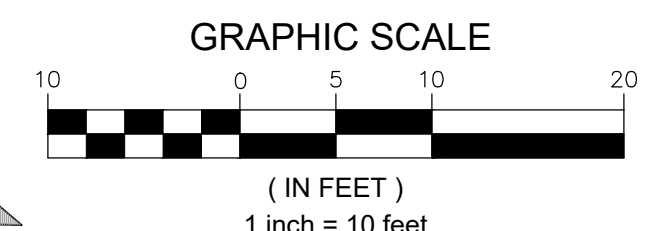
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FOURTH STREET IMPROVEMENTS - PHASE IV PROJECT NO. STP-7194-00(004)LPA/109376-701000 CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY					 NEEL-SCHAFFER <i>Solutions you can build upon</i>					DEMOLITION PLAN STA. 12+00 TO STA. 15+95	
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NOTICE TO DRAWING HOLDER NEEL-SCHAFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	<table><tr><th colspan="3">REVISIONS</th></tr><tr><th>NO.</th><th>DATE</th><th>BY</th></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></table>	REVISIONS			NO.	DATE	BY																									<table><tr><th colspan="2">DRAWING INFORMATION</th></tr><tr><td colspan="2">N-S PROJECT NO.: NS.17245.000</td></tr><tr><td colspan="2">FILENAME: 17245_WKG.dwg</td></tr><tr><td colspan="2">SCALE:</td></tr><tr><td colspan="2">SURVEYED BY: MAPTECH</td></tr><tr><td>DSGN: GPC</td><td>DATE: 07/2025</td></tr><tr><td>DRWN: PAN</td><td>DATE: 07/2025</td></tr><tr><td>CHKD: GPC</td><td>DATE: 07/2025</td></tr><tr><td>QA/QC:</td><td>DATE:</td></tr></table>	DRAWING INFORMATION		N-S PROJECT NO.: NS.17245.000		FILENAME: 17245_WKG.dwg		SCALE:		SURVEYED BY: MAPTECH		DSGN: GPC	DATE: 07/2025	DRWN: PAN	DATE: 07/2025	CHKD: GPC	DATE: 07/2025	QA/QC:	DATE:	FOURTH STREET IMPROVEMENTS - PHASE IV PROJECT NO. STP-7194-00(004)LPA/109376-701000 CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY	NEEL-SCHAFER Solutions you can build upon	OVERALL LAYOUT <table><tr><td>WORKING NUMBER: KEY-1</td><td>DRAWING NUMBER: 10</td></tr></table>	WORKING NUMBER: KEY-1	DRAWING NUMBER: 10
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— **P-ROW** — PROPOSED R.O.W. ACQUIRED BY THE OWNER
— — — — TEMPORARY CONSTRUCTION EASEMENT

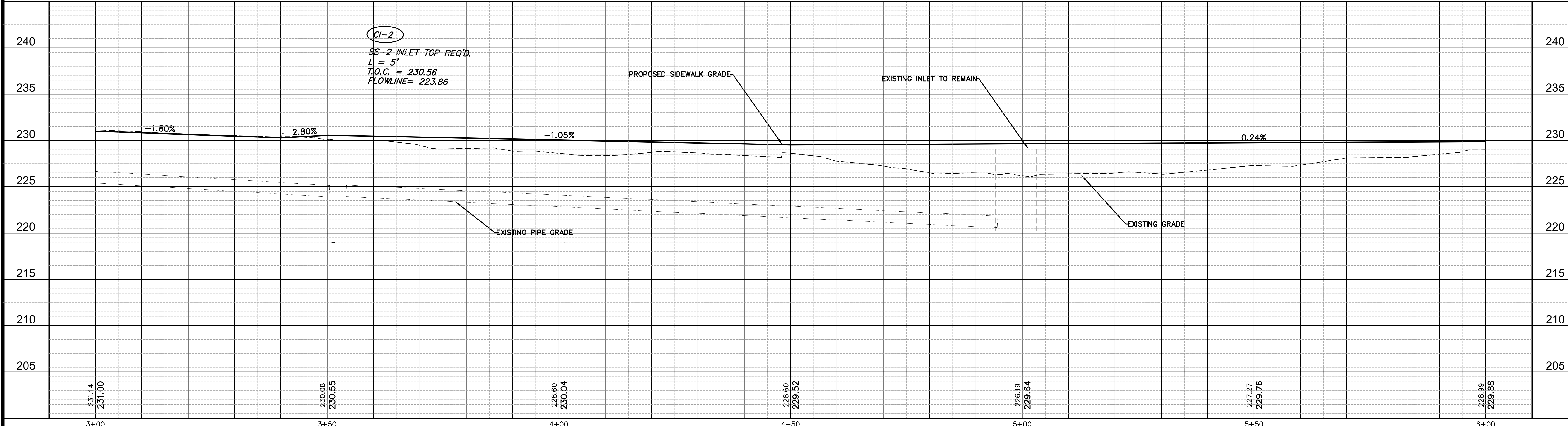
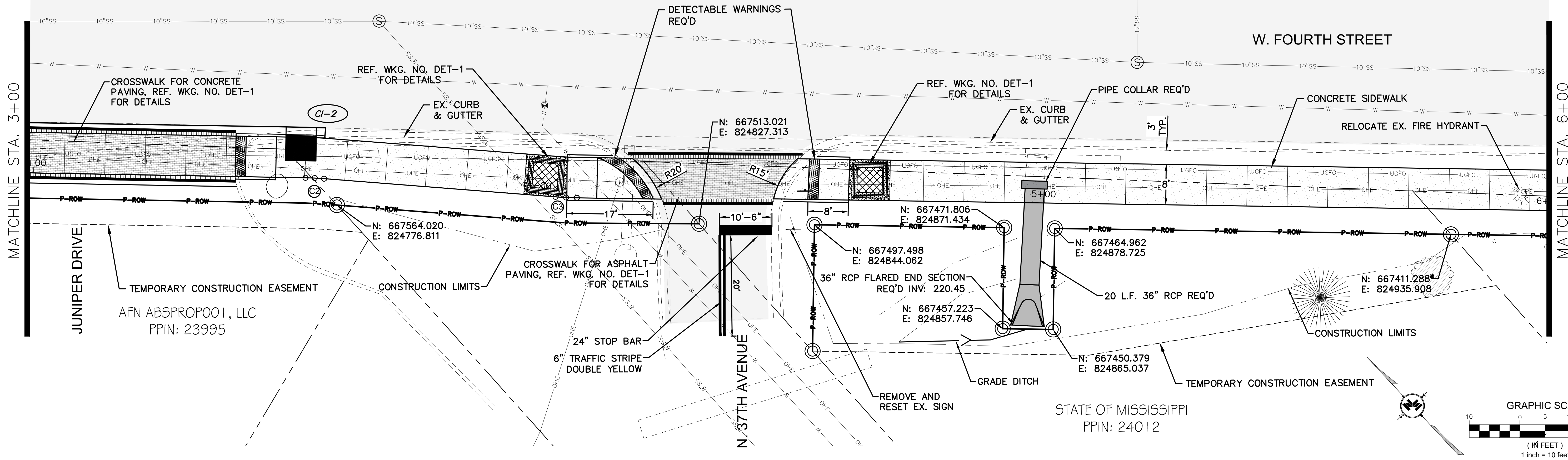


DRAWING NUMBER:
11

② CURVE DATA:
Δ = 3°26'01.07"
D = 92°24'50"
L = 3.72'
T = 1.86'
R = 62.00'
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PT = STA. 3+57.48

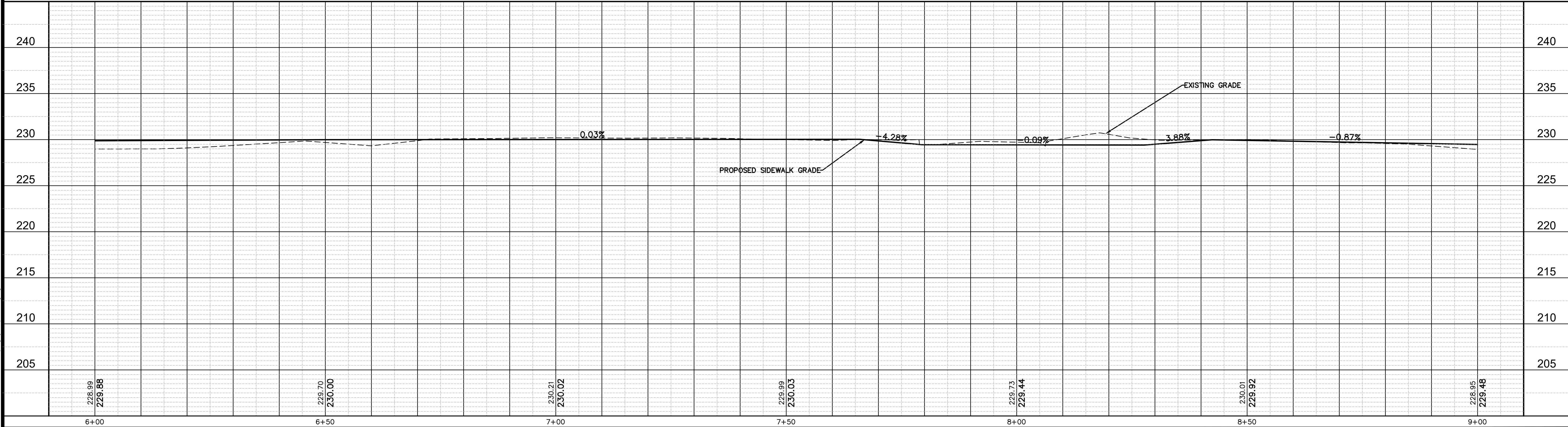
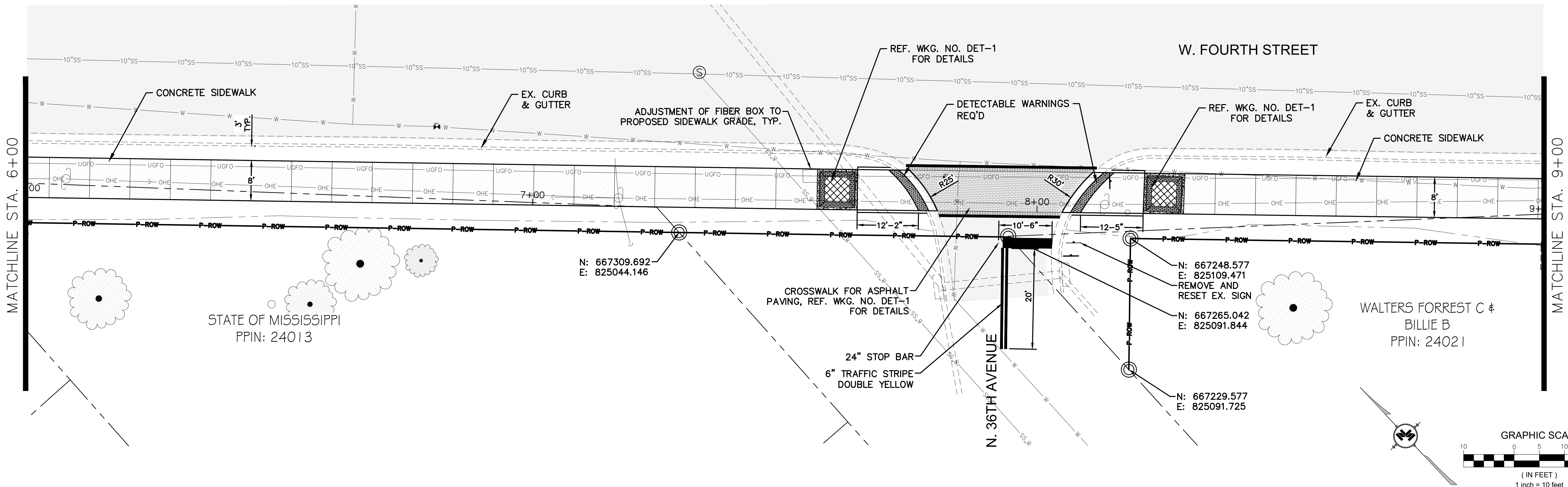
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L = 4.24'
T = 2.12'
R = 67.98'
PC = STA. 4+03.39
PT = STA. 4+07.63

--- EXISTING R.O.W.
--- PROPOSED R.O.W. ACQUIRED BY THE OWNER
--- TEMPORARY CONSTRUCTION EASEMENT

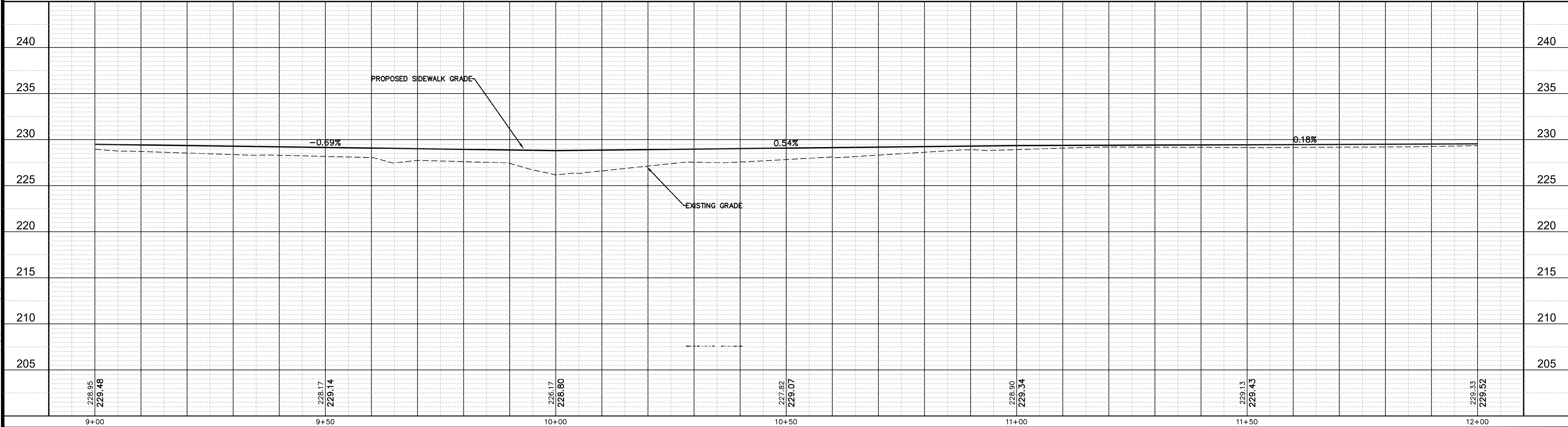
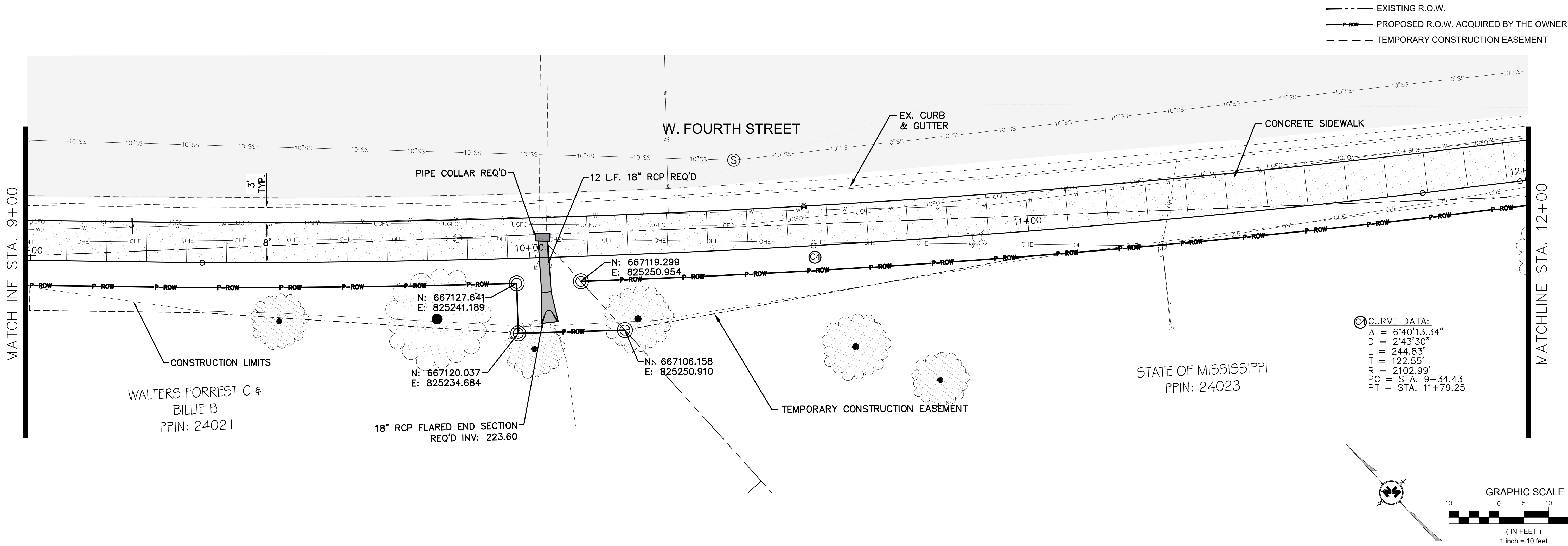


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						WORKING NUMBER: WK-2		DRAWING NUMBER: 12																																		

--- EXISTING R.O.W.
--- PROPOSED R.O.W. ACQUIRED BY THE OWNER
--- TEMPORARY CONSTRUCTION EASEMENT



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.		<table border="1"><thead><tr><th colspan="3">REVISIONS</th></tr><tr><th>NO.</th><th>DATE</th><th>BY</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></tbody></table>		REVISIONS			NO.	DATE	BY													<table border="1"><thead><tr><th colspan="2">DRAWING INFORMATION</th></tr></thead><tbody><tr><td colspan="2">N-S PROJECT NO.: 17245.000</td></tr><tr><td colspan="2">FILENAME: 17245_WKG.dwg</td></tr><tr><td colspan="2">SCALE: 1" = 10'</td></tr><tr><td colspan="2">SURVEYED BY: MAPTECH</td></tr><tr><td>DSGN: GPC</td><td>DATE: 07/2025</td></tr><tr><td>DRWN: PAN</td><td>DATE: 07/2025</td></tr><tr><td>CHKD: GPC</td><td>DATE: 07/2025</td></tr><tr><td>QA/QC:</td><td>DATE:</td></tr></tbody></table>		DRAWING INFORMATION		N-S PROJECT NO.: 17245.000		FILENAME: 17245_WKG.dwg		SCALE: 1" = 10'		SURVEYED BY: MAPTECH		DSGN: GPC	DATE: 07/2025	DRWN: PAN	DATE: 07/2025	CHKD: GPC	DATE: 07/2025	QA/QC:	DATE:	FOURTH STREET IMPROVEMENTS - PHASE IV PROJECT NO. STP-7194-00(004)/LPA/109376-701000 CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY		 NEEL-SCHAFFER <i>Solutions you can build upon</i>		PLAN AND PROFILE STA. 6+00 TO STA. 9+00 <table border="1"><tr><td>WORKING NUMBER:</td><td>DRAWING NUMBER:</td></tr><tr><td>WK-3</td><td>13</td></tr></table>		WORKING NUMBER:	DRAWING NUMBER:	WK-3	13
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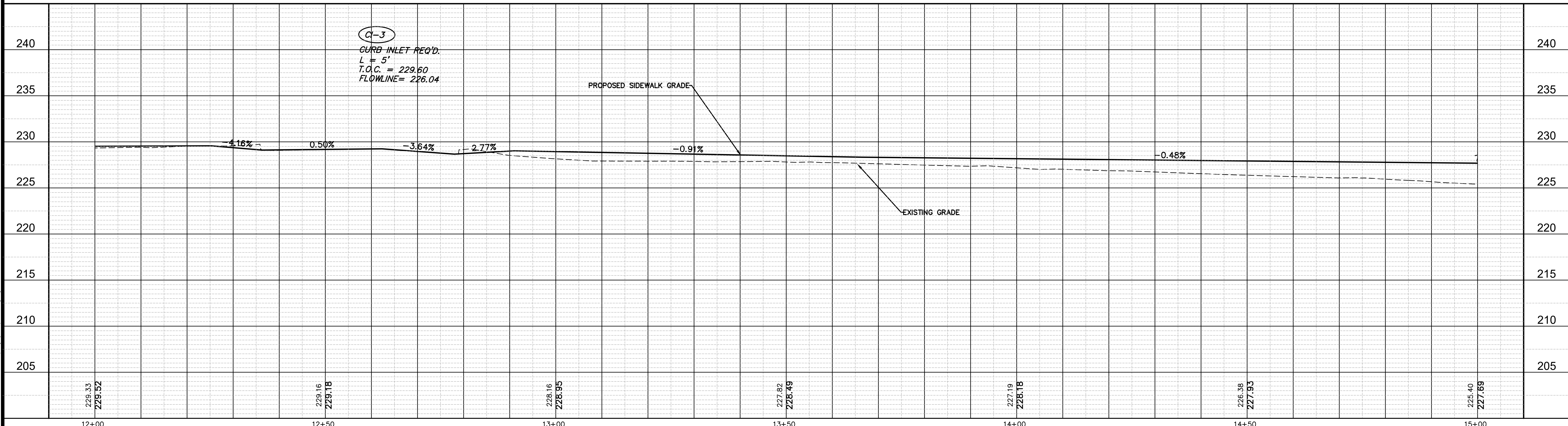
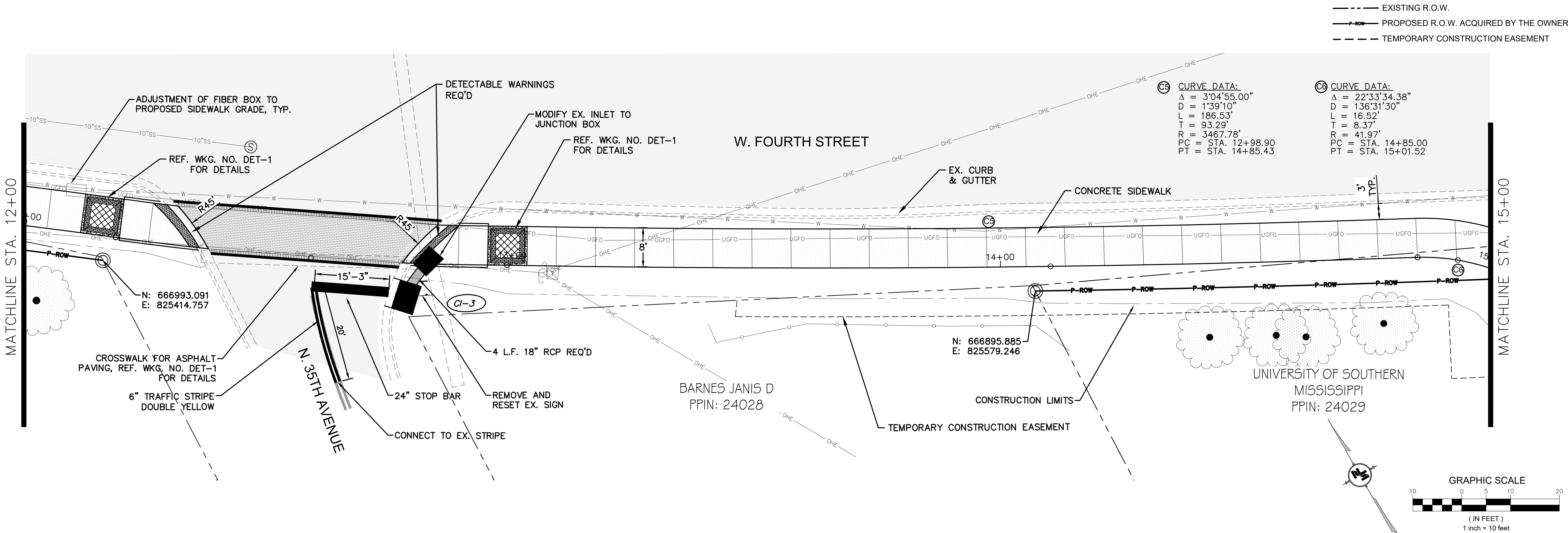
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FOURTH STREET IMPROVEMENTS - PHASE IV
PROJECT NO. STP-7194-00(004)LPA/109376-701000

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

NEEL-SCHAFFER
Solutions you can build upon

PLAN AND PROFILE STA. 9+00 TO STA. 12+00	
WORKING NUMBER: WK-4	DRAWING NUMBER: 14



NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION	
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PROJECT NO. STP-7194-00(004)LPA/109376-701000

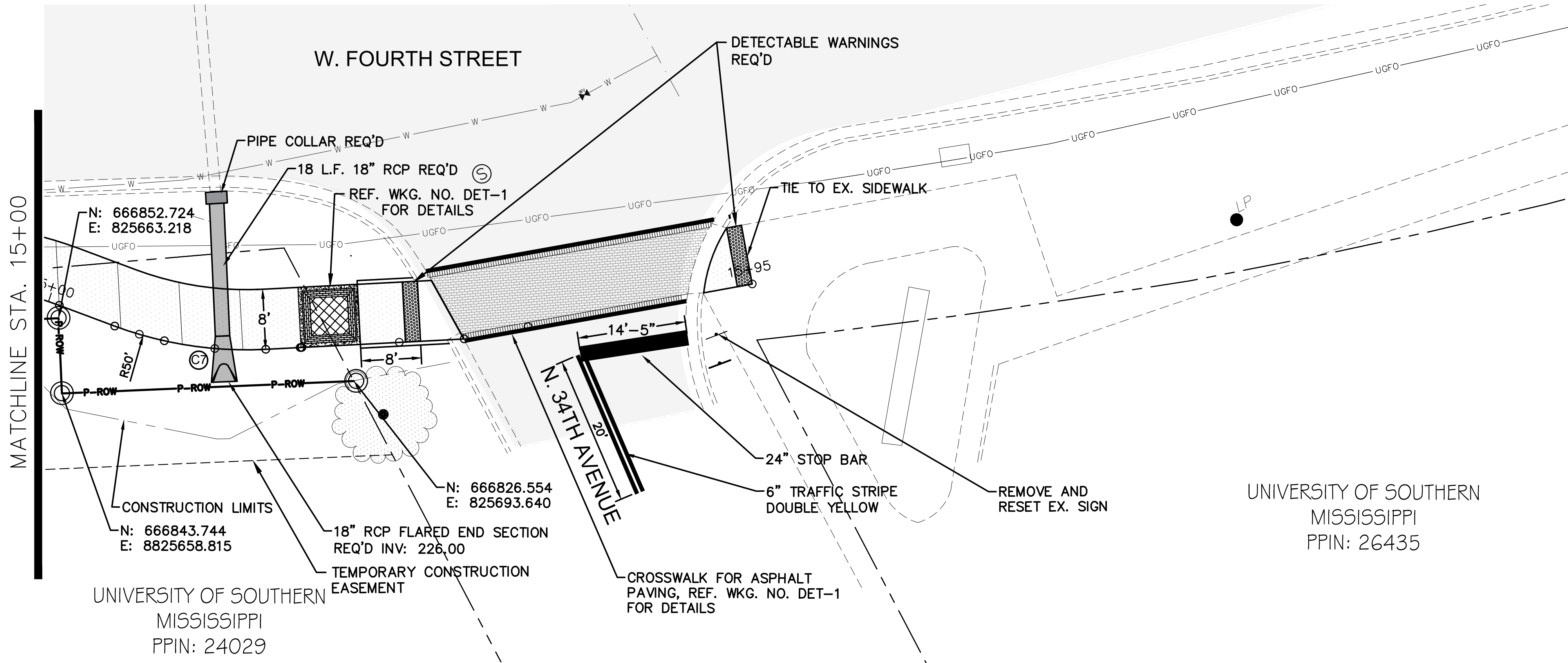
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



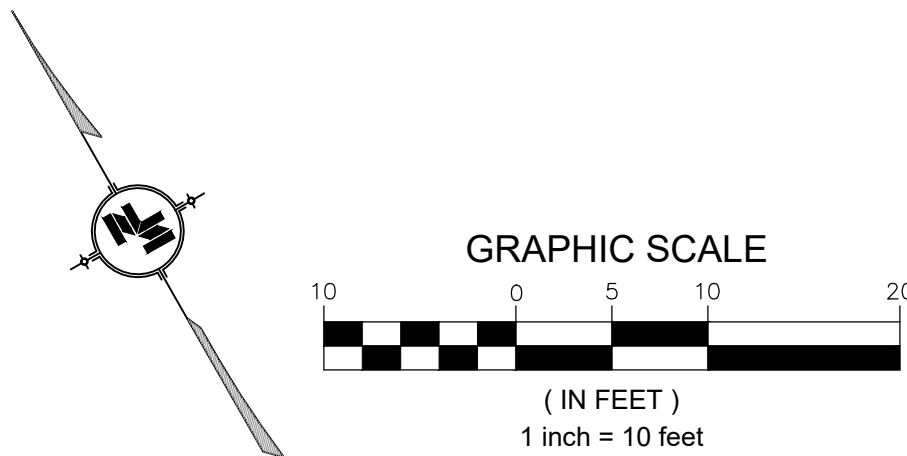
NEEL-SCHAFFER
Solutions you can build upon

PLAN AND PROFILE STA. 12+00 TO STA. 15+00	
WORKING NUMBER: WK-5	DRAWING NUMBER: 15

--- EXISTING R.O.W.
--- PROPOSED R.O.W. ACQUIRED BY THE OWNER
--- TEMPORARY CONSTRUCTION EASEMENT

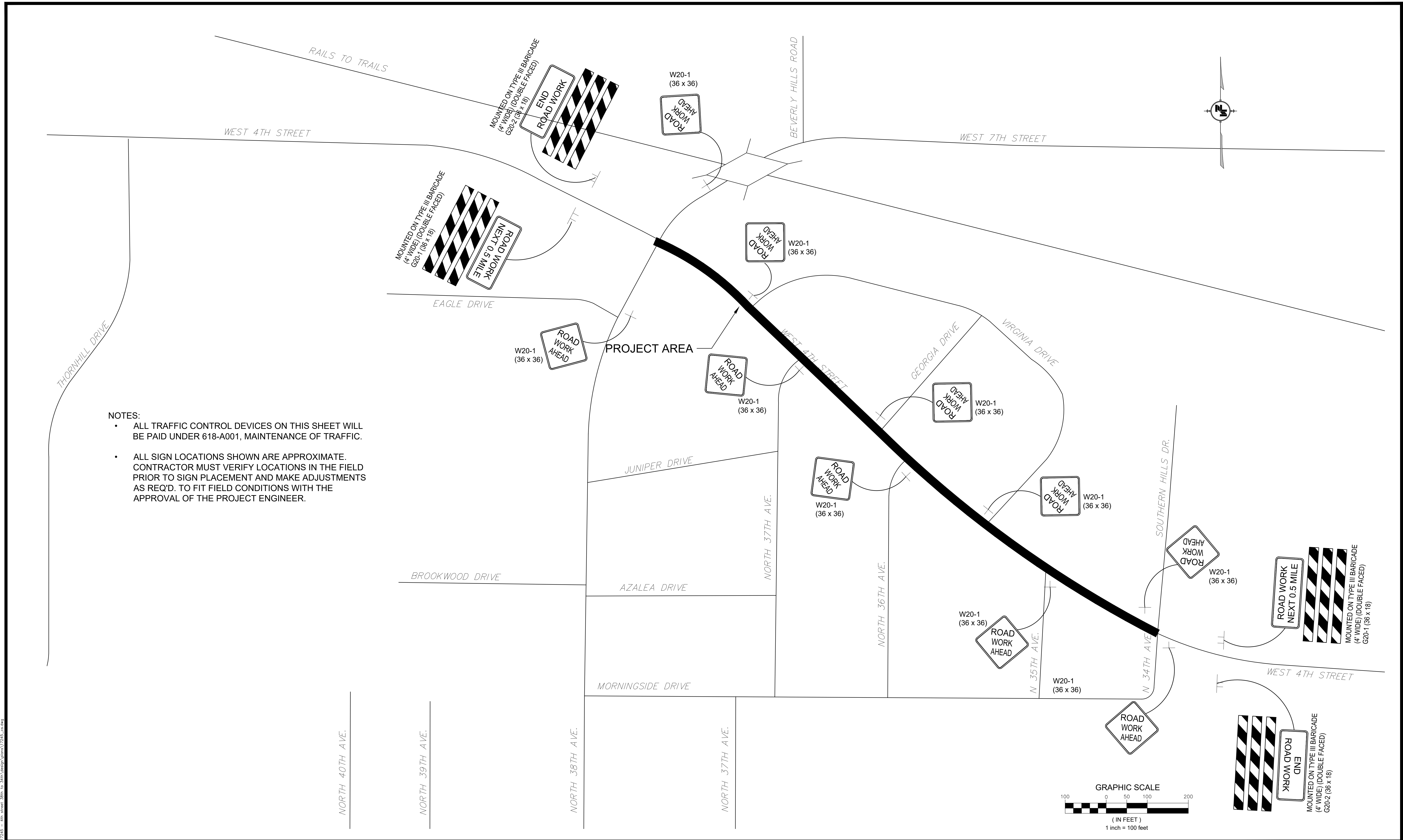


⑦ CURVE DATA:
Δ = 15°33'02.77"
D = 114°35'30"
L = 13.57'
T = 6.83'
R = 50.00'
PC = STA. 15+16.27
PT = STA. 15+29.84

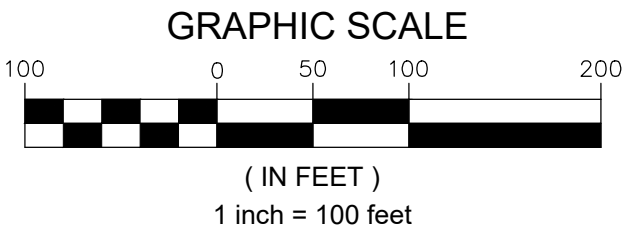


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				DSGN: GPC	DATE: 07/2025	FOURTH STREET IMPROVEMENTS - PHASE IV PROJECT NO. STP-7194-00(004)LPA/109376-701000		PLAN AND PROFILE STA. 15+00 TO STA. 15+95	
				DRWN: PAN	DATE: 07/2025				
				CHKD: GPC	DATE: 07/2025			WORKING NUMBER:	DRAWING NUMBER:
				QA/QC:	DATE:			WK-6	16

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

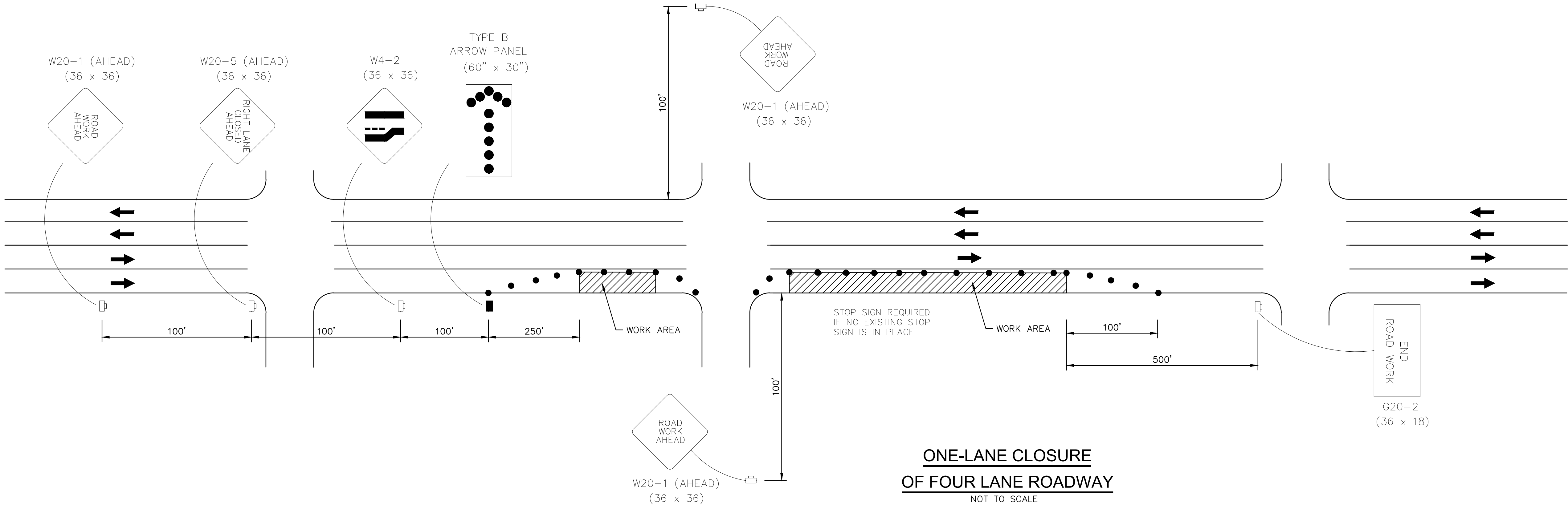


- NOTES:
- ALL TRAFFIC CONTROL DEVICES ON THIS SHEET WILL BE PAID UNDER 618-A001, MAINTENANCE OF TRAFFIC.
 - ALL SIGN LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR MUST VERIFY LOCATIONS IN THE FIELD PRIOR TO SIGN PLACEMENT AND MAKE ADJUSTMENTS AS REQ'D. TO FIT FIELD CONDITIONS WITH THE APPROVAL OF THE PROJECT ENGINEER.



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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.17245.000			WORKING NUMBER:	DRAWING NUMBER:
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					DSGN: GPC	DATE: 07/2025			
					DRWN: PAN	DATE: 07/2025			
					CHKD: GPC	DATE: 07/2025			
					QA/QC:	DATE:			

7/27/2025 9:29 AM C:\17000\Hattiesburg\17245 - 4th Street 36in to 34in\Design\Plans\17245_cs.dwg



SYMBOLS

	WORK AREA
	TRAFFIC CONTROL SIGN
	WORK ZONE SIGN
	STOP SIGN
	TRAFFIC CONE OR REFLECTIVE PLASTIC DRUM
	LOCATION OF FLAGGER

**ONE-LANE CLOSURE
OF FOUR LANE ROADWAY**
NOT TO SCALE

- GENERAL NOTES:**
- CONTRACTOR SHALL SET UP ALL TRAFFIC CONTROL DEVICES AND SIGNS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK.
 - WORK OPERATIONS SHALL BE CONFINED TO ONE TRAVEL LANE, LEAVING THE OPPOSING TRAVEL LANE OPEN TO TRAFFIC.
 - ALL VEHICLES, EQUIPMENT, WORKERS (EXCEPT FLAGGERS) AND THEIR ACTIVITIES ARE RESTRICTED AT ALL TIMES TO ONE SIDE OF THE ROADWAY.
 - FLAGGERS SHALL BE IN SIGHT OF EACH OTHER OR IN DIRECT COMMUNICATION AT ALL TIMES.
 - THE CONTRACTOR SHALL PROVIDE ACCESS (INGRESS AND EGRESS) TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR IS REQUIRED TO NOTIFY BUSINESSES AND HOMEOWNERS 48 HOURS IN ADVANCE OF ACCESS RESTRICTIONS.
 - CHANNELIZING DEVICES SHALL BE A MINIMUM HEIGHT OF 24".
 - DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 36" X 36".
 - SPACING OF CHANNELIZING DEVICES ALONG LANE LINE AND WORK ZONE TO BE EQUAL TO THE POSTED SPEED (M.P.H.) X 1 IN FEET. (EXAMPLE 35 M.P.H. X 1 = 35')
 - WHEN THERE IS NO EXISTING HAZARD OR AT THE END OF THE WORK DAY, ALL SIGNS SHALL BE COVERED OR REMOVED AND ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
 - WHEN THE WORK ZONE IS STATIONARY, THE W20-7a SIGN SHOULD BE PLACED 200 FEET IN ADVANCE OF THE FLAGGER AND SHOULD INDICATE 200' AS THE DISTANCE.
 - ARROWS DENOTE DIRECTION OF TRAFFIC ONLY AND DO NOT REFLECT PAVEMENT MARKINGS.
 - ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET SHALL BE PAID FOR UNDER MAINTENANCE OF TRAFFIC.
 - DISTANCES BETWEEN SIGNS ARE APPROXIMATE. SIGN SPACING SHOULD BE ADJUSTED FOR CURVES, HILLS, INTERSECTIONS, DRIVEWAYS, ETC., TO IMPROVE VISIBILITY.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THROUGH AND LOCAL TRAFFIC IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).

FOURTH STREET IMPROVEMENTS - PHASE IV
PROJECT NO. STP-7194-00(004)LPA/109376-701000

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

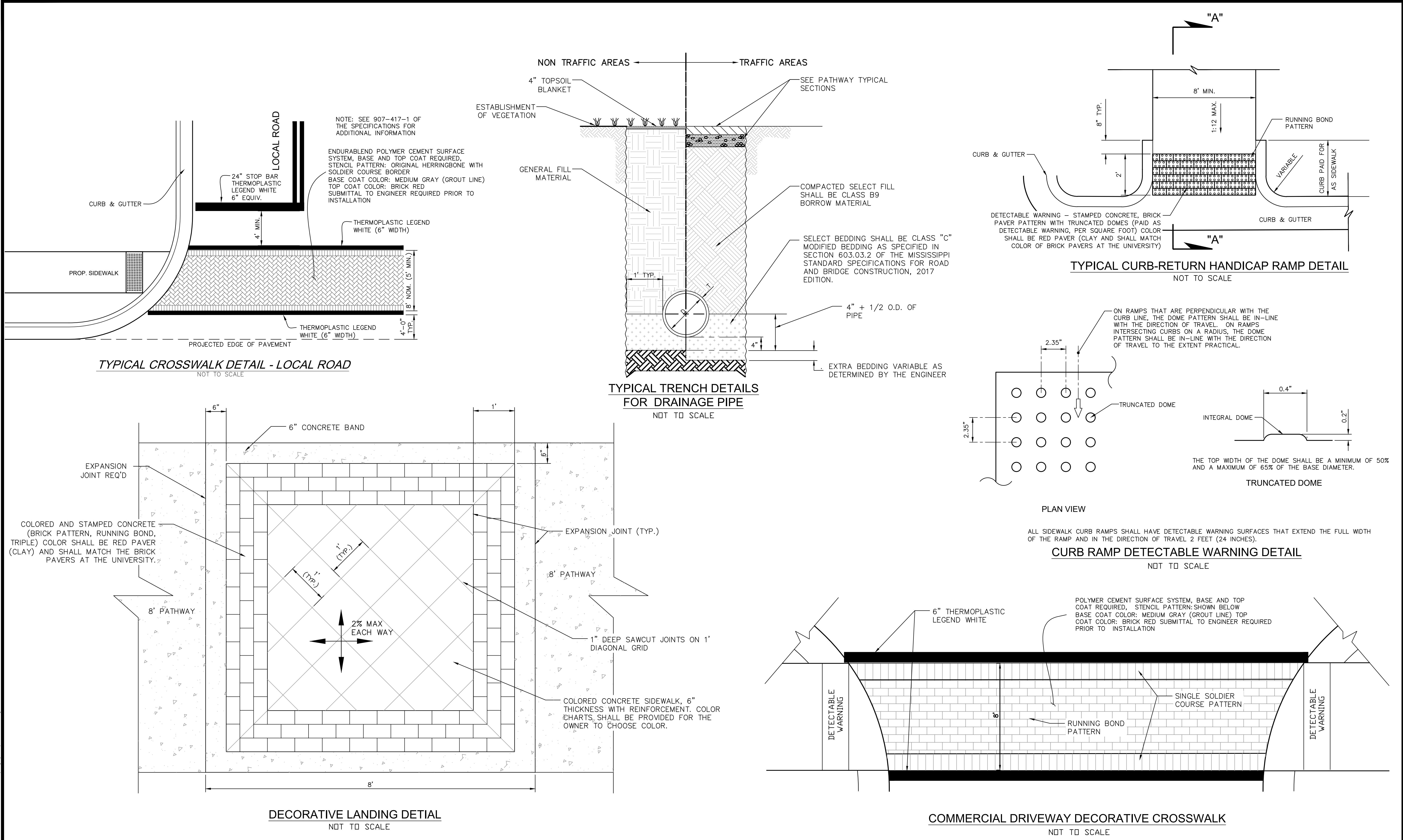


CONSTRUCTION SIGNING ONE LANE CLOSURE (4-LANE ROAD)	
WORKING NUMBER: CS-2	DRAWING NUMBER: 18

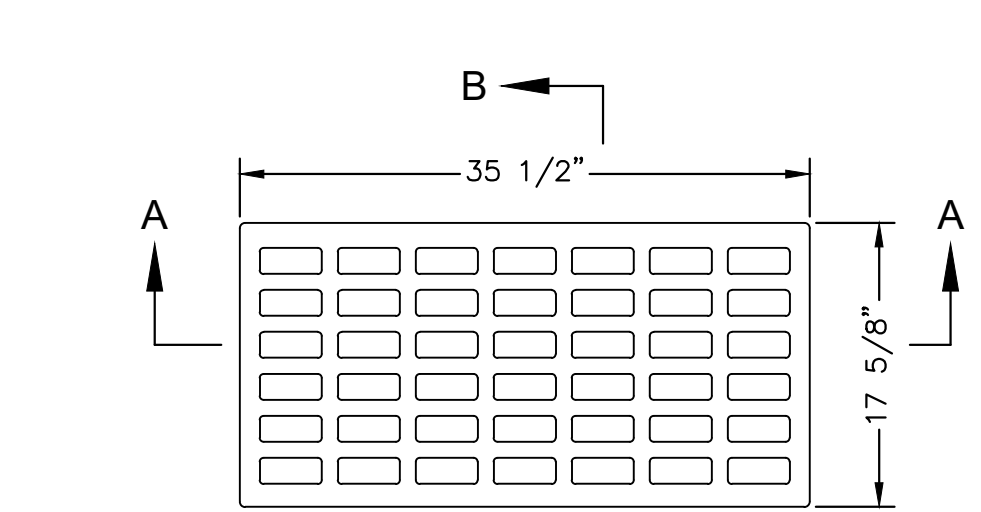
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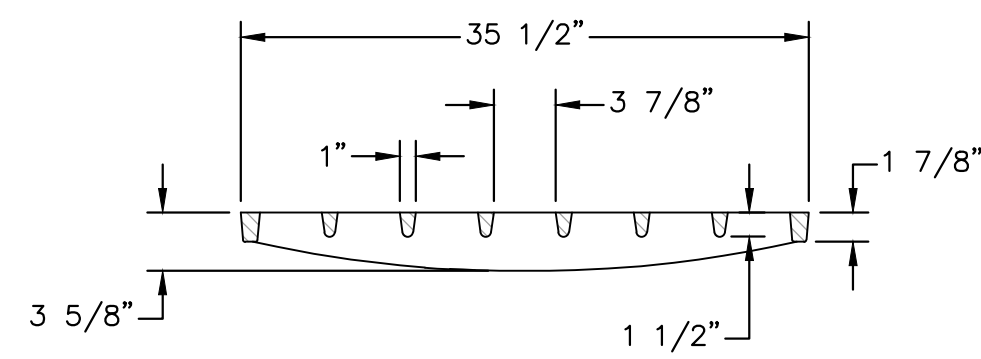
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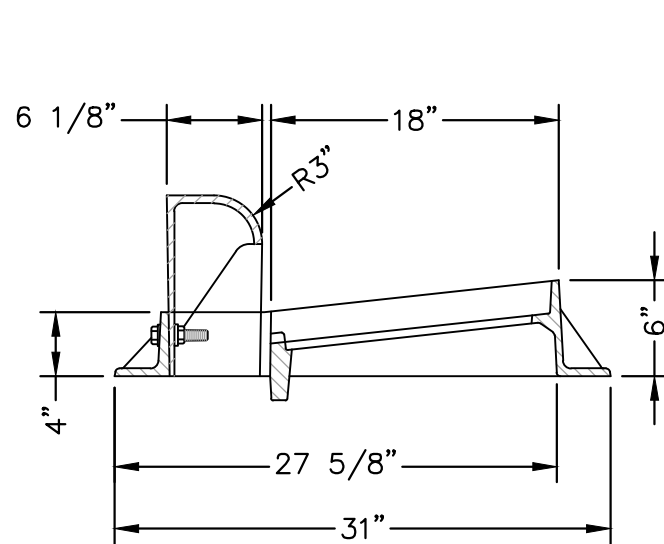
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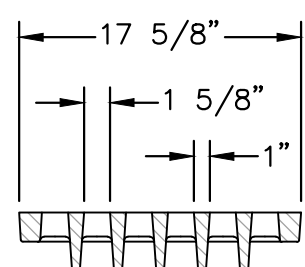
PLAN OF GRATE



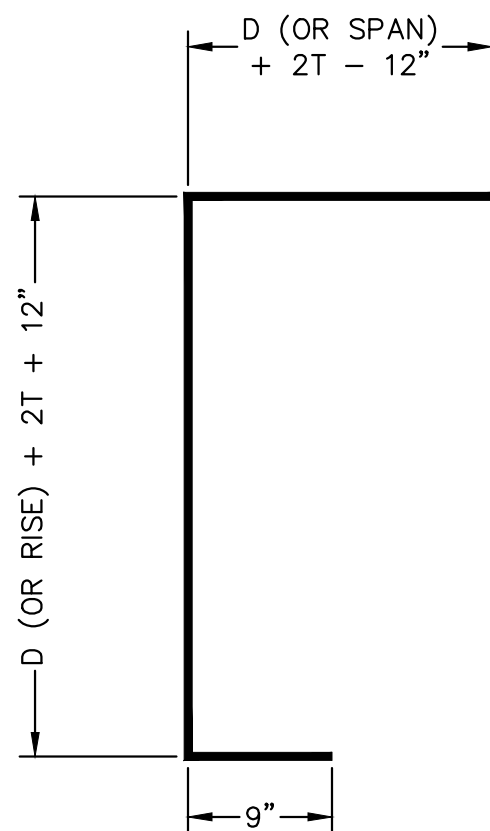
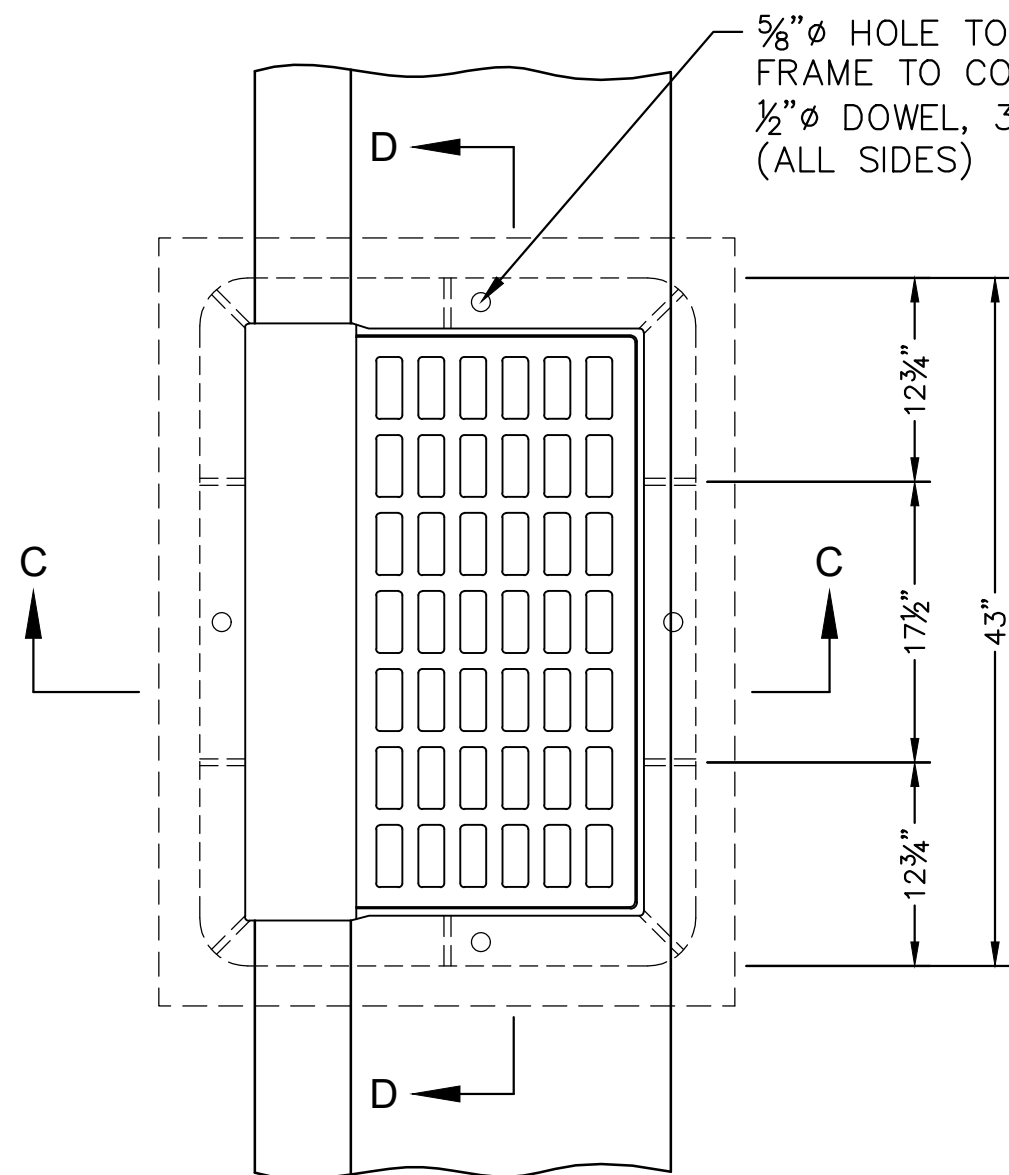
SECTION A-A
(GRATE)



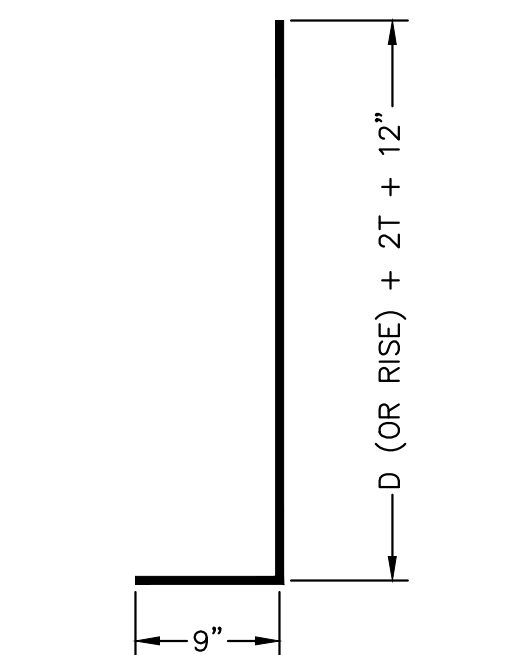
SECTION
(FRAME)



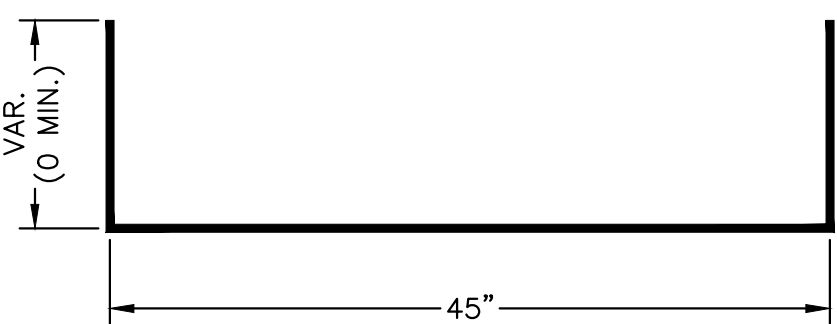
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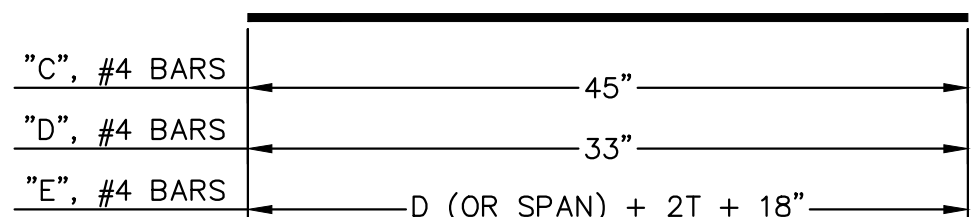
BARS "A"



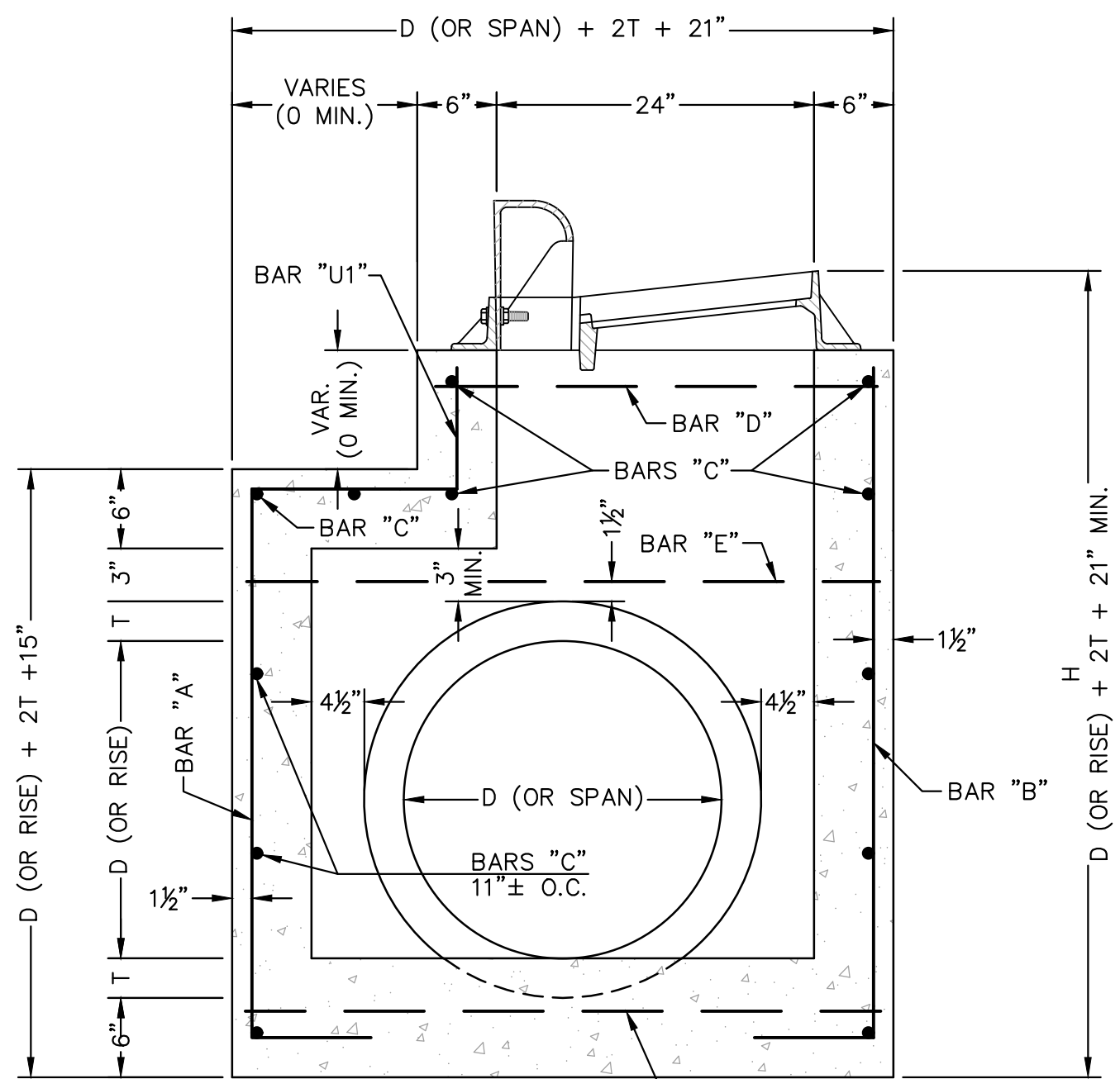
BARS "B"



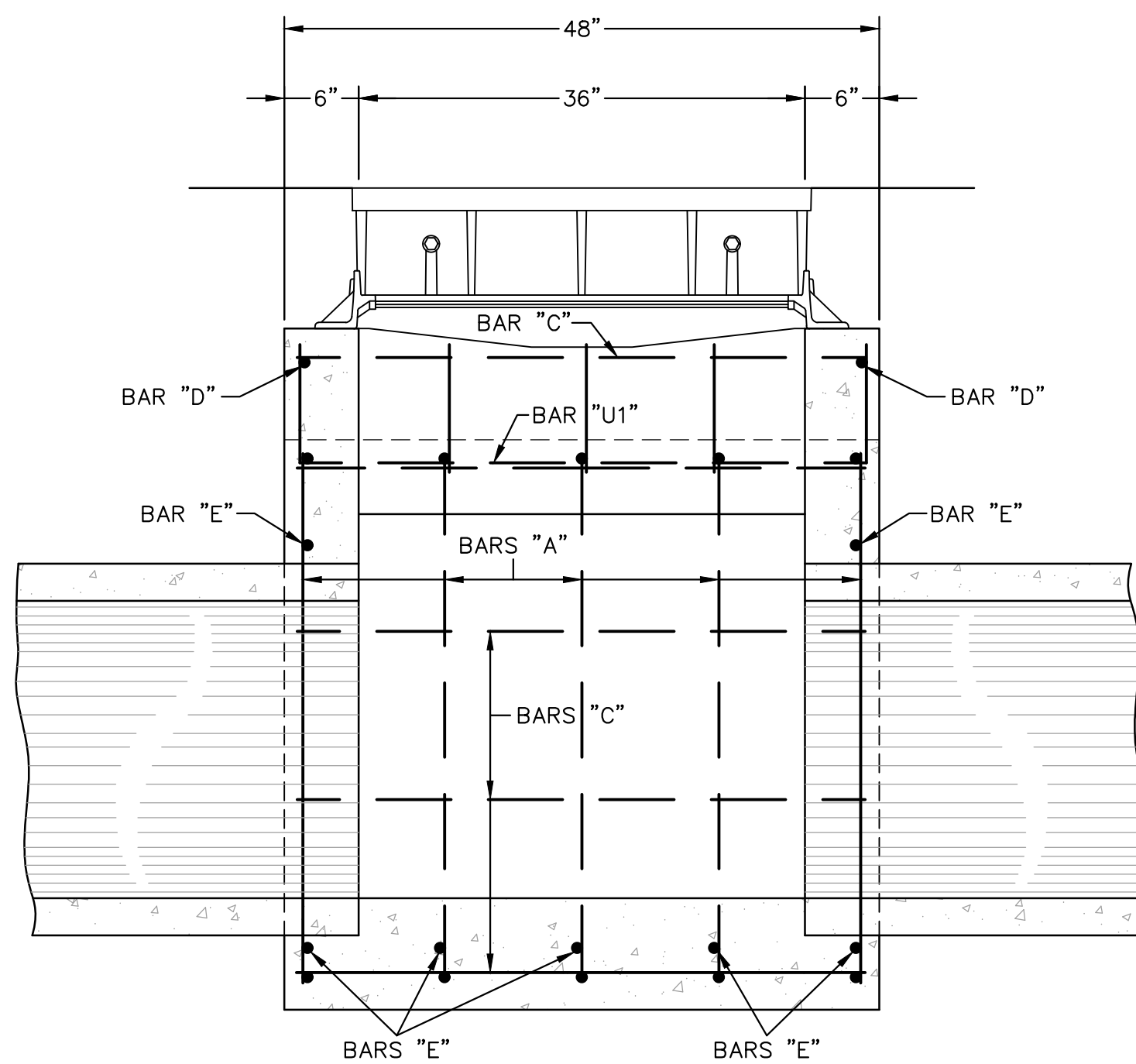
BAR "U1"



BARS "C", "D" & "E"



SECTION C-C



SECTION D-D

QUANTITIES											
PIPE SIZE	MIN. DEPTH TO F.L.	MIN. DEPTH INLET		PIPE OPENING DEDUCTION (yd ³)	T	"A"	"B"	"C"	"D"	"E"	"U1"
		CONC. (yd ³)	STEEL (lbs.)			#4	#4	#4	#4	#4	#4
						NO. @ LGTH.	NO. @ LGTH.	NO. @ LGTH.	NO. @ LGTH.	NO. @ LGTH.	NO. @ LGTH.
15"	2.708	0.819	69	0.036	2"	5 @ 4'-0"	5 @ 3'-5"	10 @ 3'-9"	2 @ 2'-9"	7 @ 3'-1"	1 @ 3'-9"
18"	2.958	0.992	75	0.053	2 1/2"	5 @ 4'-7"	5 @ 3'-8"	10 @ 3'-9"	2 @ 2'-9"	7 @ 3'-5"	1 @ 3'-9"
24"	3.500	1.310	88	0.091	3"	5 @ 5'-9"	5 @ 4'-3"	12 @ 3'-9"	2 @ 2'-9"	7 @ 4'-0"	1 @ 3'-9"
30"	4.042	1.659	99	0.138	3 1/2"	5 @ 6'-11"	5 @ 4'-10"	13 @ 3'-9"	2 @ 2'-9"	7 @ 4'-7"	1 @ 3'-9"
36"	4.584	2.039	116	0.196	4"	5 @ 8'-1"	5 @ 5'-5"	16 @ 3'-9"	2 @ 2'-9"	7 @ 5'-2"	1 @ 3'-9"
42"	5.125	2.449	129	0.263	4 1/2"	5 @ 9'-3"	5 @ 6'-0"	18 @ 3'-9"	2 @ 2'-9"	7 @ 5'-9"	1 @ 3'-9"
48"	5.667	2.890	140	0.340	5"	5 @ 10'-5"	5 @ 6'-7"	19 @ 3'-9"	2 @ 2'-9"	7 @ 6'-4"	1 @ 3'-9"
22" X 13"	2.542	0.968	75	0.053	2 1/2"	5 @ 4'-6"	5 @ 3'-3"	10 @ 3'-9"	2 @ 2'-9"	7 @ 3'-9"	1 @ 3'-9"
29" X 18"	3.000	1.284	91	0.087	3"	5 @ 5'-8"	5 @ 3'-9"	13 @ 3'-9"	2 @ 2'-9"	7 @ 4'-5"	1 @ 3'-9"
36" X 23"	3.458	1.631	102	0.129	3 1/2"	5 @ 6'-10"	5 @ 4'-3"	14 @ 3'-9"	2 @ 2'-9"	7 @ 5'-1"	1 @ 3'-9"
44" X 27"	3.833	2.007	111	0.185	4"	5 @ 8'-0"	5 @ 4'-8"	14 @ 3'-9"	2 @ 2'-9"	7 @ 5'-10"	1 @ 3'-9"
51" X 31"	4.208	2.385	127	0.245	4 1/2"	5 @ 9'-1"	5 @ 5'-1"	17 @ 3'-9"	2 @ 2'-9"	7 @ 6'-6"	1 @ 3'-9"
58" X 36"	4.667	2.823	138	0.318	5"	5 @ 10'-3"	5 @ 5'-7"	18 @ 3'-9"	2 @ 2'-9"	7 @ 7'-2"	1 @ 3'-9"

- NOTES:
- NO PIPE OPENINGS HAVE BEEN DEDUCTED FROM QUANTITIES SHOWN ABOVE.
 - FOR EACH ADDITIONAL FOOT OF INLET HEIGHT, ADD 0.222 yd³ CLASS "B" CONCRETE AND 10 lbs. REINFORCING STEEL.
 - 2 BARS "C" AND 2 BARS "D" ARE REQUIRED PER EACH ADDITIONAL FOOT OF INLET HEIGHT. LENGTH OF BARS "B" AND BARS "U1" WILL INCREASE WITH ADDITIONAL HEIGHT.
 - WEIGHT OF FRAME CASTING = 306 lbs.
WEIGHT OF GRATE = 180 lbs.

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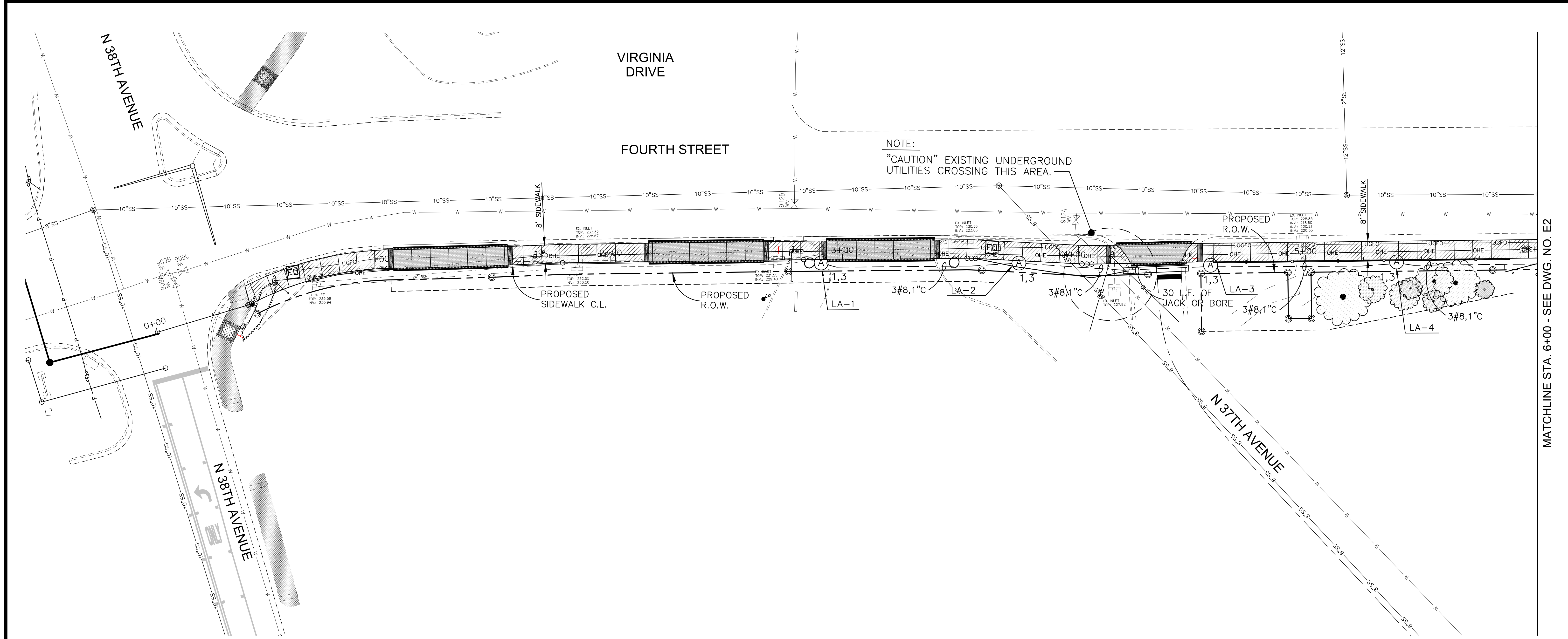
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

NEEL-SCHAFFER
Solutions you can build upon

CURB INLET DETAIL
SINGLE UNIT

WORKING NUMBER:
DET-2

DRAWING NUMBER:
20



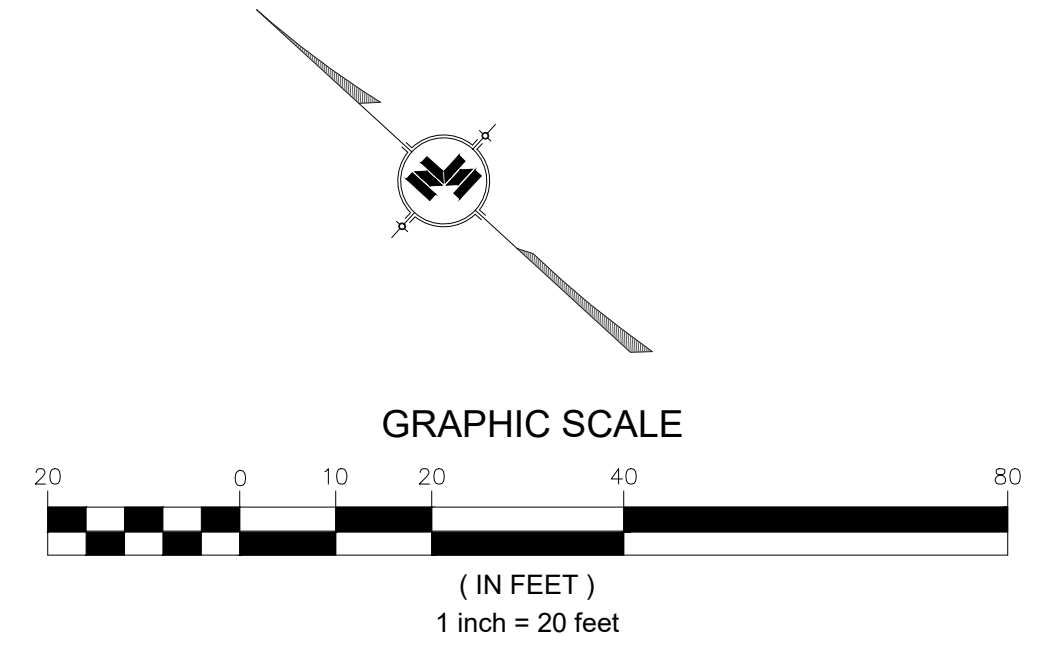
MATCHLINE STA. 6+00 - SEE DWG. NO. E2

PROPOSED LEGEND

- LA-? (A) ??
LOW MAST LIGHTING ASSEMBLY, DESIGNATION AND CIRCUIT NUMBER
15 FT. POLE, 1-96 WATT LED LUMINAIRE,
TYPE III DISTRIBUTION (TYPE 15-1-0-LED)
- 3#8,1" C
BRANCH CIRCUIT, SIZE OF CONDUIT
AND CONDUCTORS
- ?? L.F. OF JACK OR BORE
JACK OR BORE
- SPC #1
SECONDARY POWER CONTROLLER

LIGHTING ASSEMBLIES LOCATION COORDINATES			
ASSEMBLY NUMBER	NORTHING	EASTING	REMARKS
LA-1	667614.3128	824727.3460	SOUTH SIDE OF SIDEWALK
LA-2	667555.1241	824788.8939	SOUTH SIDE OF SIDEWALK
LA-3	667497.1261	824847.8522	SOUTH SIDE OF SIDEWALK
LA-4	667442.4992	824906.7725	SOUTH SIDE OF SIDEWALK

(ADD OPTION NO. 1)



NOTICE TO DRAWING HOLDER

NEEL-SCHAFFER, INC., HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.17245.000	
				FILENAME: 17245_Elec Siteplan.dwg	
				SCALE: 1"=20'	
				SURVEYED BY: MAPTECH	
				DSGN: DS/VR	DATE: 08/2023
				DRWN: JEM	DATE: 08/2023
				CHKD: GPC	DATE: 08/2023
				QA/QC:	DATE:

FOURTH STREET IMPROVEMENTS - PHASE IV

PROJECT NO. STP-7194-00(004)LPA/109376-701000

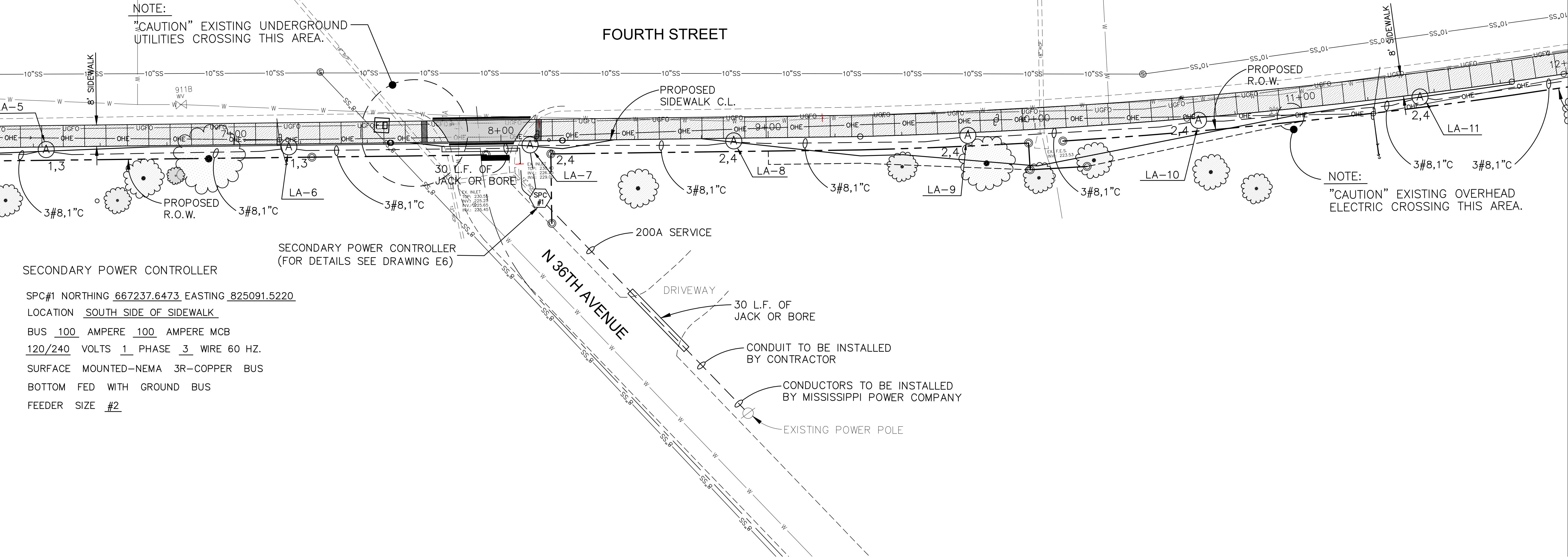
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

LIGHTING PLAN
FOURTH STREET
B.O.P. TO STA. 6+00
(ADD OPTION NO. 1)

WORKING NUMBER: LP-1	DRAWING NUMBER: E1
--------------------------------	------------------------------

MATCHLINE STA. 6+00 - SEE DWG. NO. E1

MATCHLINE STA. 12+00 - SEE DWG. NO. E3



SECONDARY POWER CONTROLLER

SPC#1 NORTHING 667237.6473 EASTING 825091.5220
LOCATION SOUTH SIDE OF SIDEWALK
BUS 100 AMPERE 100 AMPERE MCB
120/240 VOLTS 1 PHASE 3 WIRE 60 HZ.
SURFACE MOUNTED-NEMA 3R-COPPER BUS
BOTTOM FED WITH GROUND BUS
FEEDER SIZE #2

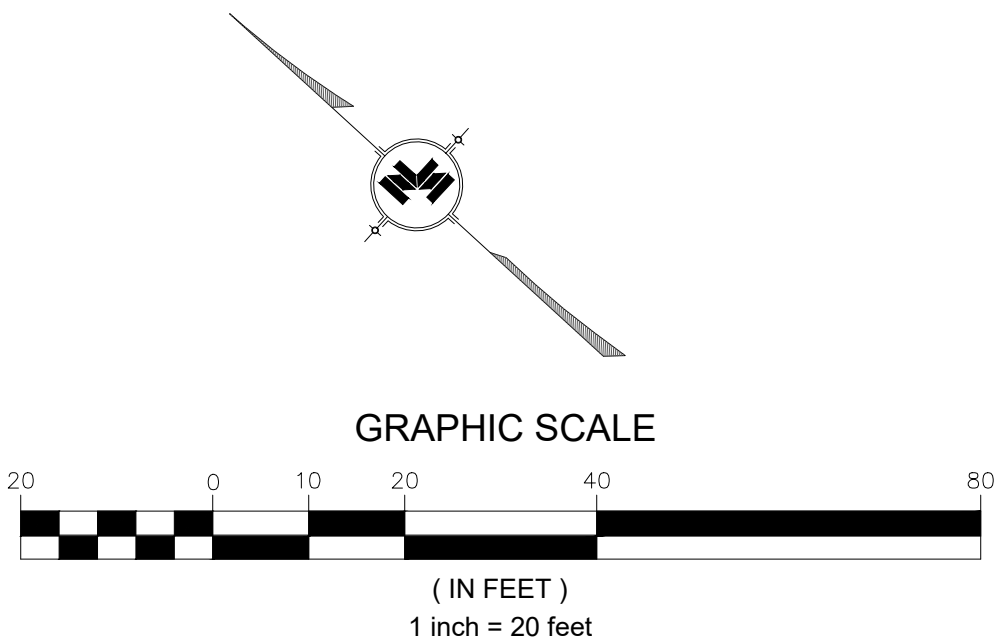
PROPOSED LEGEND

- LA-? LOW MAST LIGHTING ASSEMBLY, DESIGNATION AND CIRCUIT NUMBER
15 FT. POLE, 1-96 WATT LED LUMINAIRE,
TYPE III DISTRIBUTION (TYPE 15-1-0-LED)
- 3#8,1"C BRANCH CIRCUIT, SIZE OF CONDUIT
AND CONDUCTORS
- ?? L.F. OF JACK OR BORE JACK OR BORE
- SPC #1 SECONDARY POWER CONTROLLER

LIGHTING ASSEMBLIES
LOCATION COORDINATES

ASSEMBLY NUMBER	NORTHING	EASTING	REMARKS
LA-5	667380.5309	824972.7706	SOUTH SIDE OF SIDEWALK
LA-6	667318.3782	825038.9495	SOUTH SIDE OF SIDEWALK
LA-7	667256.3560	825104.5355	SOUTH SIDE OF SIDEWALK
LA-8	667204.6125	825160.5414	SOUTH SIDE OF SIDEWALK
LA-9	667145.3876	825225.1383	SOUTH SIDE OF SIDEWALK
LA-10	667089.6649	825291.2716	SOUTH SIDE OF SIDEWALK
LA-11	667038.4956	825357.0743	SOUTH SIDE OF SIDEWALK

(ADD OPTION NO. 1)



NOTICE TO DRAWING HOLDER

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REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	
			N-S PROJECT NO.: NS.17245.000	
			FILENAME: 17245_Elec Siteplan.dwg	
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			SURVEYED BY: MAPTECH	
			DSGN: DS/VR DATE: 08/2023	
			DRWN: JEM DATE: 08/2023	
			CHKD: GPC DATE: 08/2023	
			QA/QC: DATE:	

FOURTH STREET IMPROVEMENTS - PHASE IV
PROJECT NO. STP-7194-00(004)LPA/109376-701000

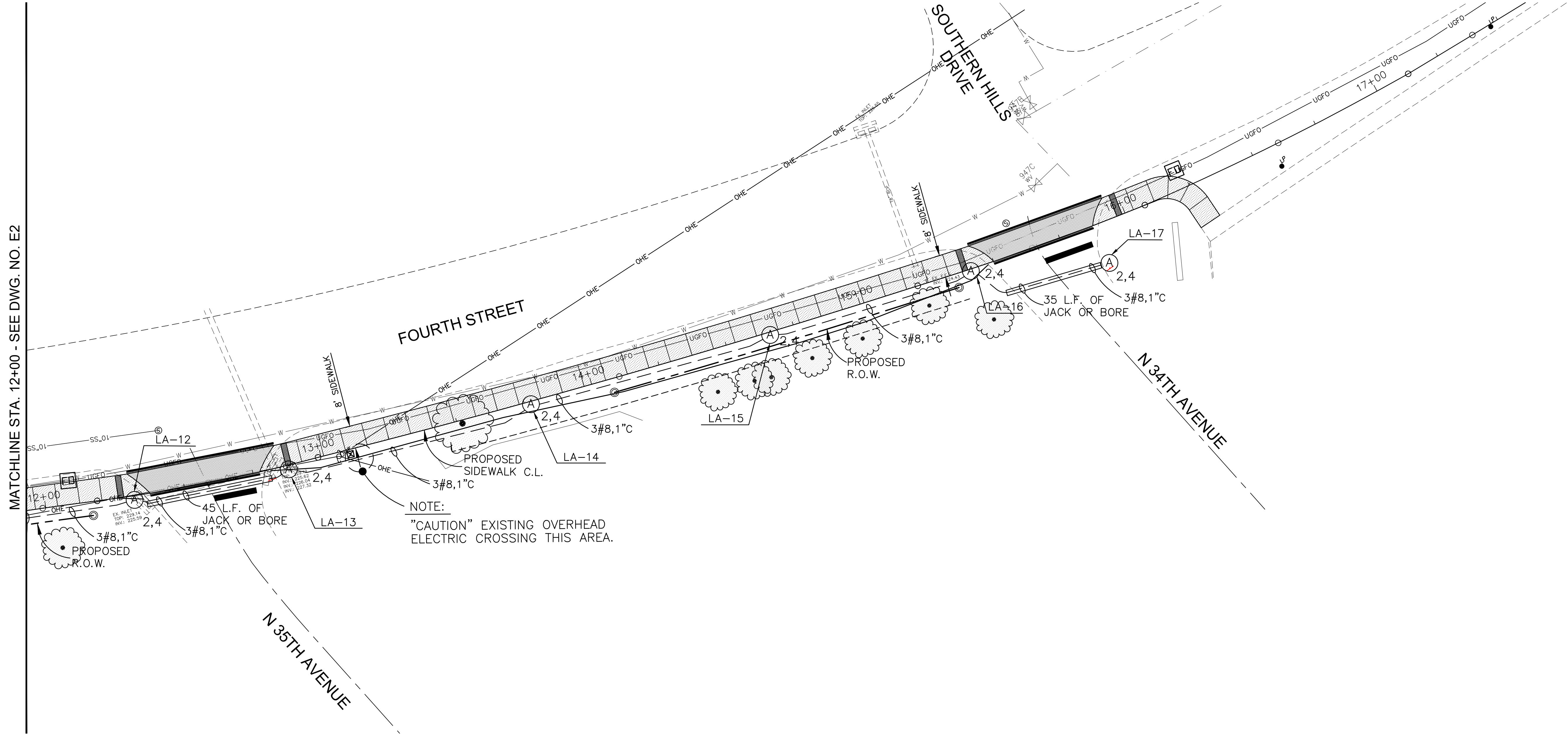
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



LIGHTING PLAN
FOURTH STREET
STA. 6+00 TO STA. 12+00
(ADD OPTION NO. 1)

WORKING NUMBER: LP-2	DRAWING NUMBER: E2
-------------------------	-----------------------

8/16/2023 4:39 PM p:\projects\0015000\0017000\17245 fourth street - 38th to 34th\cadd files\electrical_dwg\45\17245_elec_1100plan.dwg



PROPOSED LEGEND

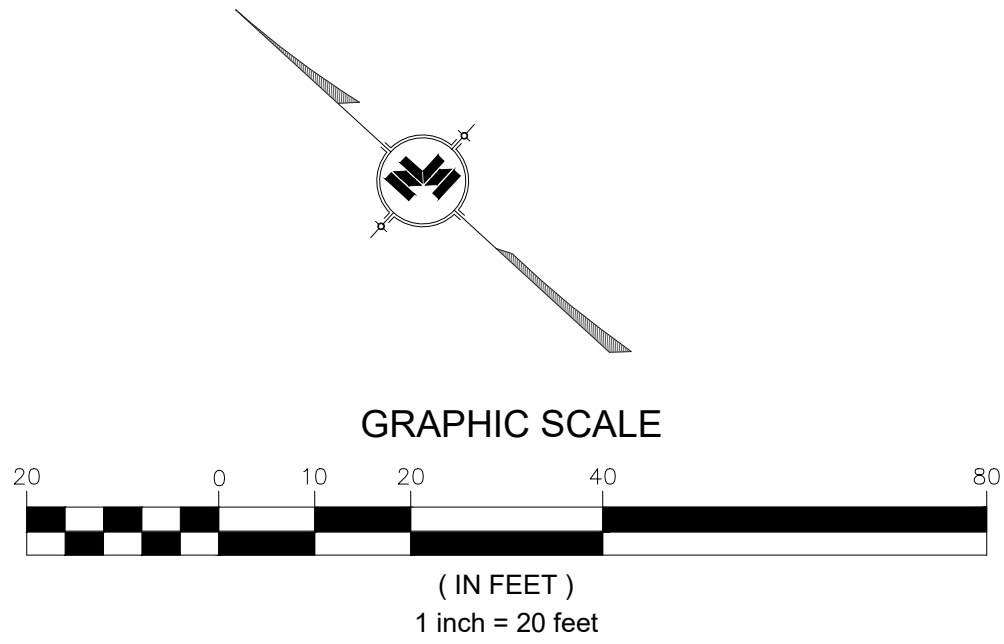
LA-? LOW MAST LIGHTING ASSEMBLY, DESIGNATION AND CIRCUIT NUMBER
 15 FT. POLE, 1-96 WATT LED LUMINAIRE,
 TYPE III DISTRIBUTION (TYPE 15-1-0-LED)

3#8,1" C BRANCH CIRCUIT, SIZE OF CONDUIT
 AND CONDUCTORS

?? L.F. OF JACK OR BORE JACK OR BORE

SPC #1 SECONDARY POWER CONTROLLER

LIGHTING ASSEMBLIES LOCATION COORDINATES			
ASSEMBLY NUMBER	NORTHING	EASTING	REMARKS
LA-12	666986.8613	825427.5015	SOUTH SIDE OF SIDEWALK
LA-13	666956.5920	825474.7299	SOUTH SIDE OF SIDEWALK
LA-14	666913.4629	825553.1661	SOUTH SIDE OF SIDEWALK
LA-15	666872.0901	825631.8573	SOUTH SIDE OF SIDEWALK
LA-16	666838.8674	825699.2854	SOUTH SIDE OF SIDEWALK
LA-17	666806.7033	825736.9457	SOUTH SIDE OF SIDEWALK

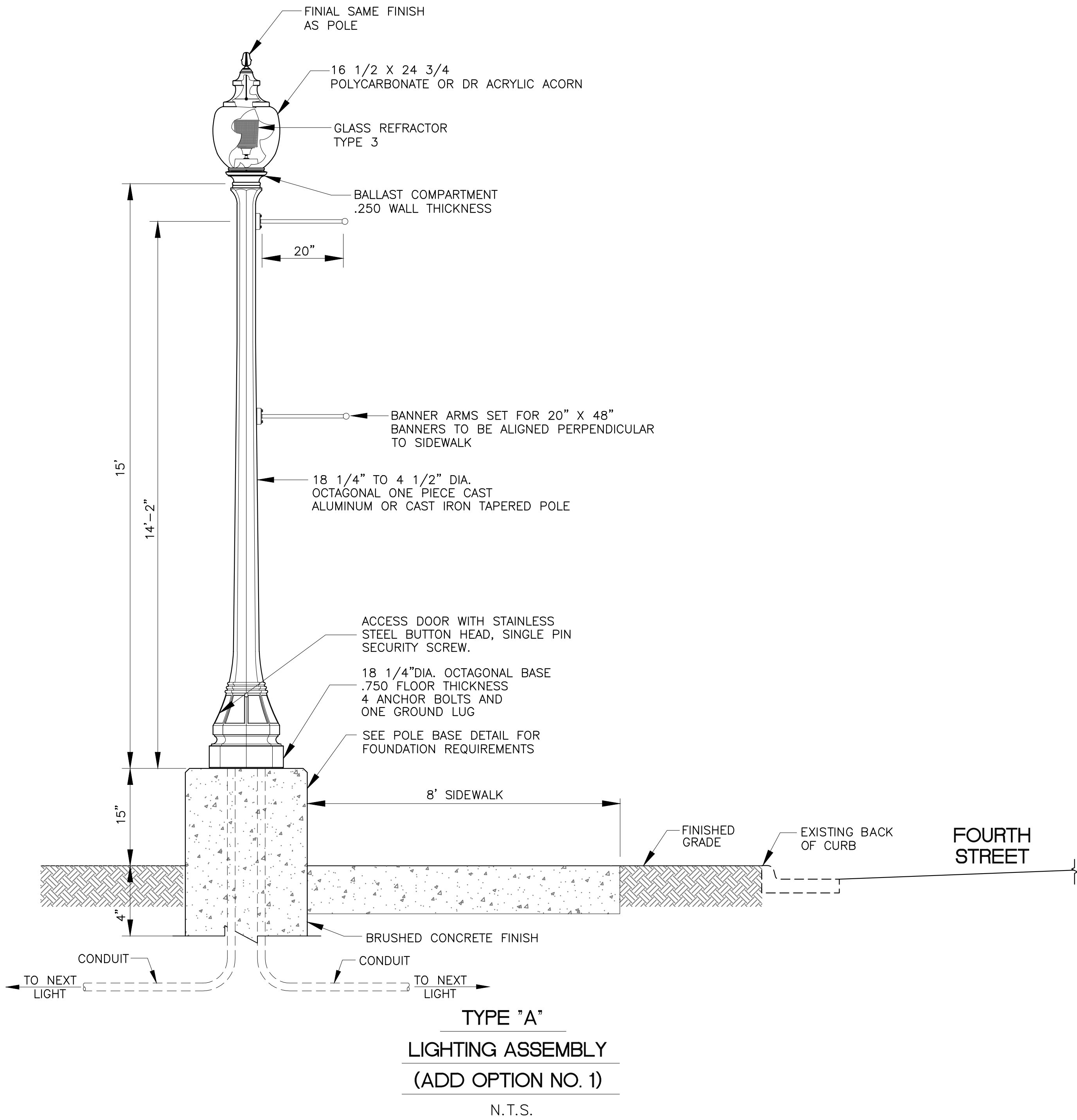


(ADD OPTION NO. 1)

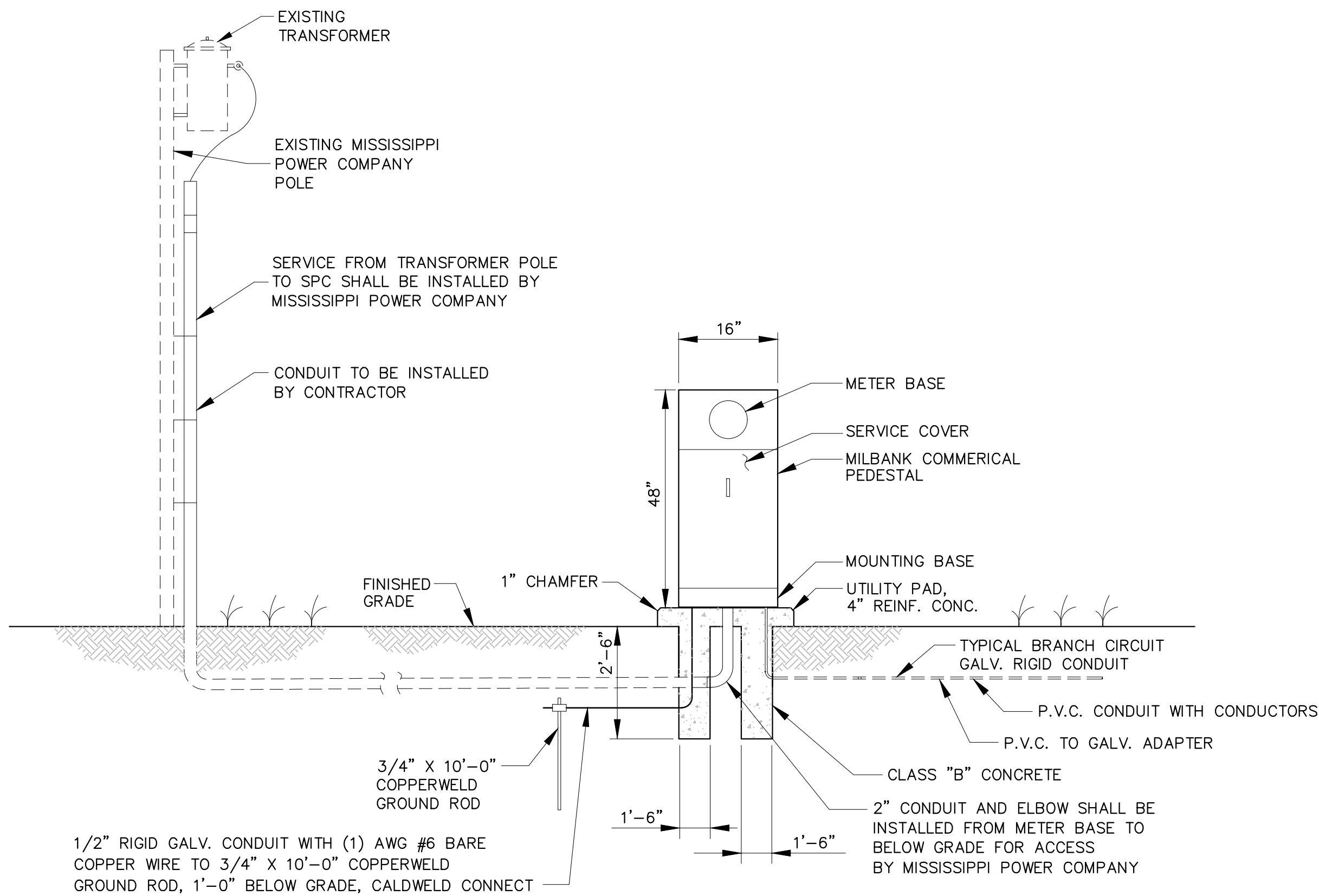
NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		FOURTH STREET IMPROVEMENTS - PHASE IV PROJECT NO. STP-7194-00(004)LPA/109376-701000 CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY		LIGHTING PLAN FOURTH STREET STA.12+00 TO E.O.P. (ADD OPTION NO. 1)	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.17245.000				
					FILENAME: 17245_Elec Siteplan.dwg				
					SCALE: 1"=20'				
					SURVEYED BY: MAPTECH				
					DSGN: DS/VR DATE: 08/2023			WORKING NUMBER:	DRAWING NUMBER:
					DRWN: JEM DATE: 08/2023			LP-3	E3
					CHKD: GPC DATE: 08/2023				
					QA/QC: DATE:				

REQUIRED LIGHTING		
MANUFACTURER	15' POST	15' POST LUMINAIRE
STERNBERG	9315TO/DBA/(DCO)/BK	A850ASRLD 6 ARC45T2 MDLO3

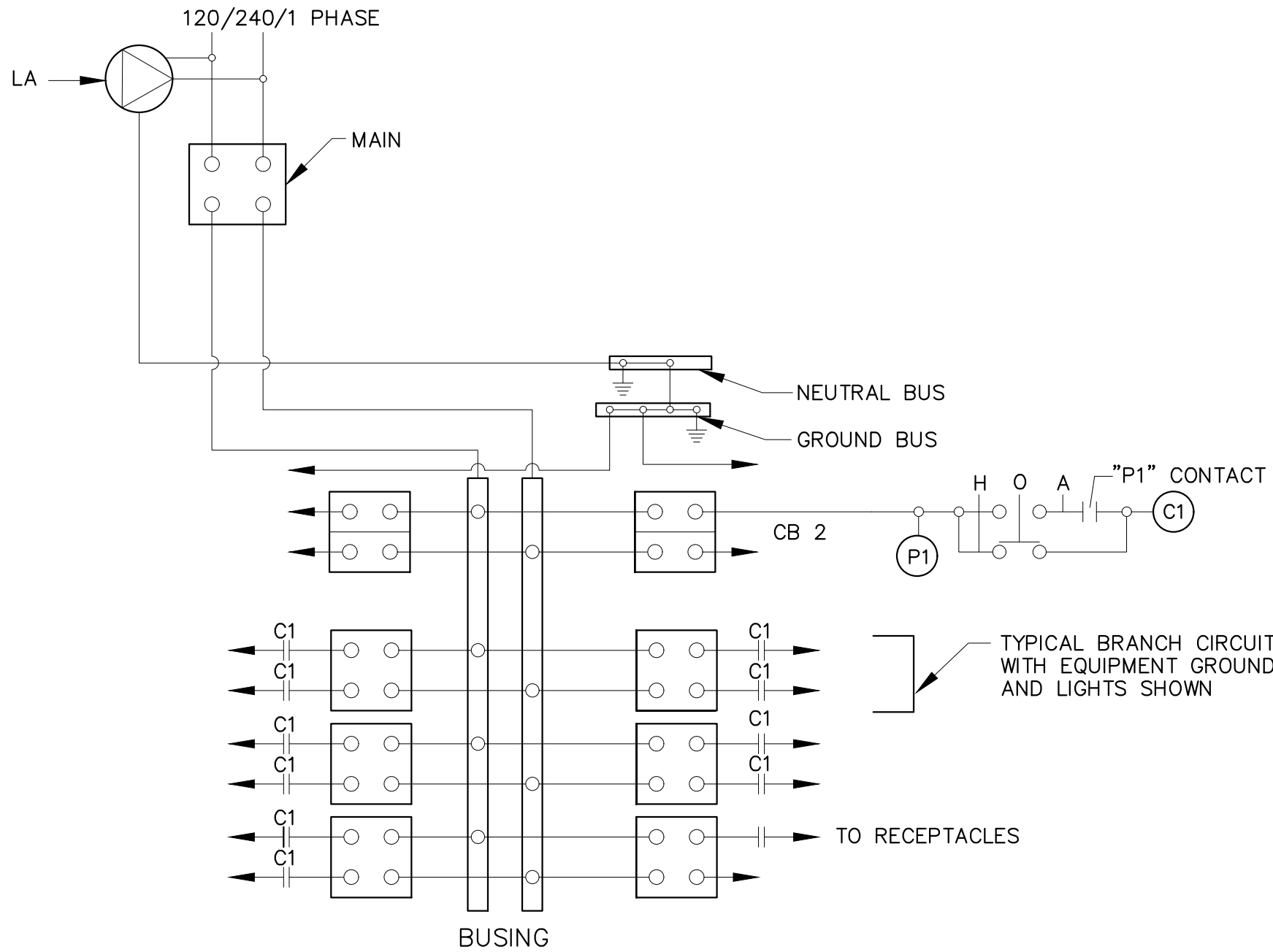
- NOTES:
1. ALL POLES, BASES, ARMS, BANNER ARMS, AND FINIALS SHALL BE POWDER COATED BLACK.
 2. BANNER ARMS SHALL BE OF REMOVABLE TYPE.



NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		FOURTH STREET IMPROVEMENTS - PHASE IV PROJECT NO. STP-7194-00(004)LPA/109376-701000 CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY	 NEEL-SCHAFFER <i>Solutions you can build upon</i>	LIGHTING DETAILS I (ADD OPTION NO. 1)		
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.17245.000			WORKING NUMBER: LD-1		
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					DRWN: JEM DATE: 08/2023			CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY		DRAWING NUMBER: E4
					CHKD: GPC DATE: 08/2023					
				QA/QC: DATE:						



SECONDARY POWER CONTROLLER DETAIL
(ADD OPTION NO. 1)
N.T.S.

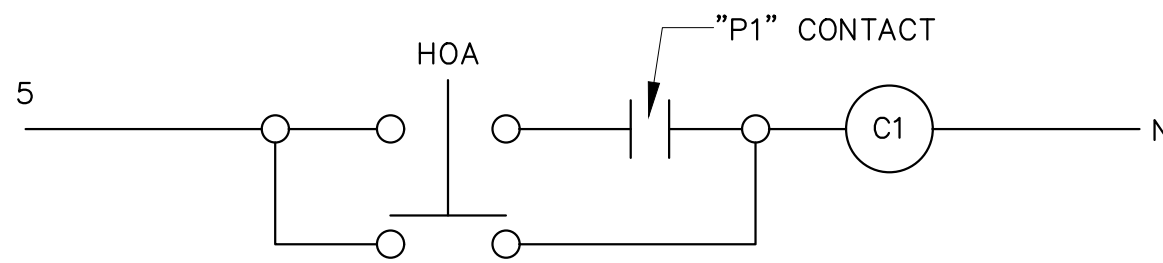


SCHEMATIC OF LIGHTING CONTROLLER DETAIL
(ADD OPTION NO. 1)
N.T.S.

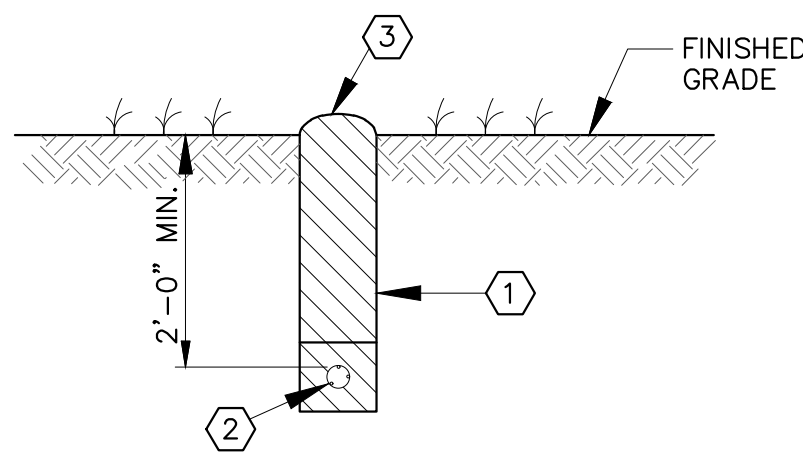
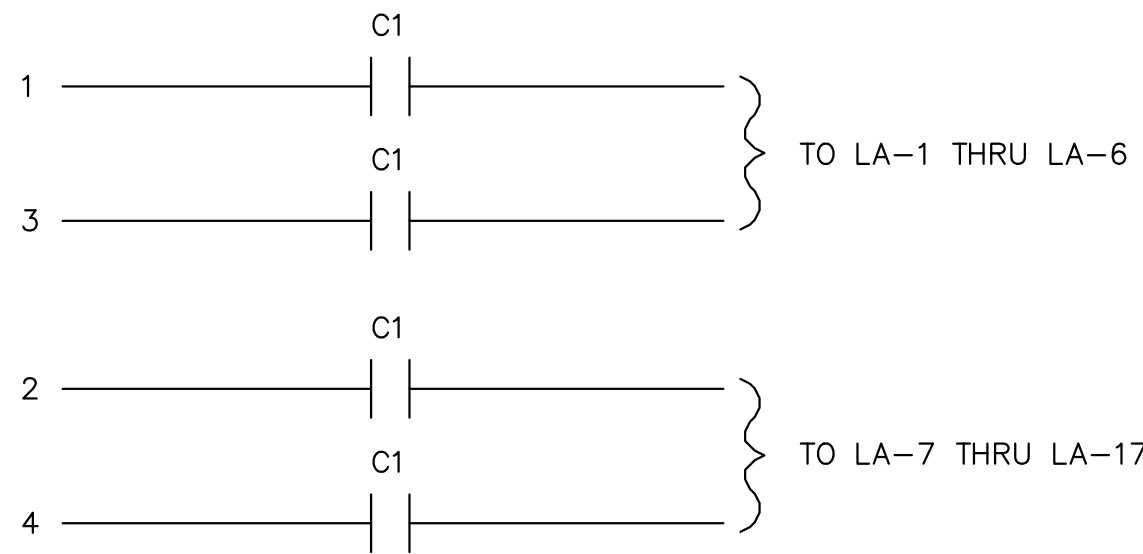
MAIN CIRCUIT BREAKER, REFER TO SECONDARY POWER CONTROLLER SCHEDULE FOR AMPERE RATING, 600V, 2 POLE
H.O.A. - HAND-OFF-AUTO. SELECTOR SWITCH
C1- CONTACTOR
CB - BRANCH CIRCUIT BREAKER (NO. AS REQ'D ON SCHEDULE)
* LA - LIGHTNING ARRESTER
DR - DUPLEX RECEPTACLE
* P1 - PHOTOELECTRIC CONTROL

NOTES:

1. ALL COMPONENTS LOCATED INSIDE NEMA 3R EXCEPT THOSE NOTED WITH (*)
2. LABEL BREAKERS AS TO CIRCUIT NUMBER USE PHENOLIC ENGRAVED LABELS



LIGHTING CONTROL CIRCUIT
(ADD OPTION NO. 1)
N.T.S.



CABLE TRENCHING DETAIL
(ADD OPTION NO. 1)
N.T.S.

- ① FRIABLE MATERIAL AS APPROVED BY THE ENGINEER COMPACTED 6" LIFTS.
- ② TYPE THWN CABLE IN PVC CONDUIT.
- ③ PILE EXCESS 3" ABOVE GRADE FOR SETTLING OR AS DIRECTED BY ENGINEER.

PANEL SPC SCHEDULE - (ADD OPTION NO. 1)												
CIRCUIT NUMBER	WIRE SIZE	BREAKER SIZE	DESCRIPTION OF LOAD	LOAD KVA	KVA PER PHASE			LOAD KVA	DESCRIPTION OF LOAD	BREAKER SIZE	WIRE SIZE	CIRCUIT NUMBER
					A	B	C					
1	#8	20A/2P	LIGHTING LA-1 THRU LA-6	0.45	1.85			1.40	LIGHTING LA-7 THRU LA-17	20A/2P	#8	2
3	#8	—	—	0.45		1.85		1.40	—	—	#8	4
5	#10	20A/1P	LIGHTING CONTROLS	0.50	0.50							6
7												8
9												10
11												12
13												14
15												16
17												18
19												20
21												22
23												24
25												26
27												28
29												30
POWER PANEL SPC LOCATED ON STRUCTURE			TOTAL KVA	2.35	1.85		SERVICE CHARACTERISTICS: 120/240V — 1 PHASE — 3 WIRE — 60 Hz. 100 AMP. MAIN BREAKER WITH 100 AMP. BUS PROVIDE GROUND BUS NEMA 3R CABINET					
			GRAND CONNECTED TOTAL KVA	4.2								

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REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	
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			DRWN: JEM DATE: 08/2023	
			CHKD: GPC DATE: 08/2023	
			QA/QC: DATE:	

FOURTH STREET IMPROVEMENTS - PHASE IV
PROJECT NO. STP-7194-00(004)LPA/109376-701000

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

NEEL-SCHAFFER
Solutions you can build upon

LIGHTING DETAILS III
(ADD OPTION NO. 1)

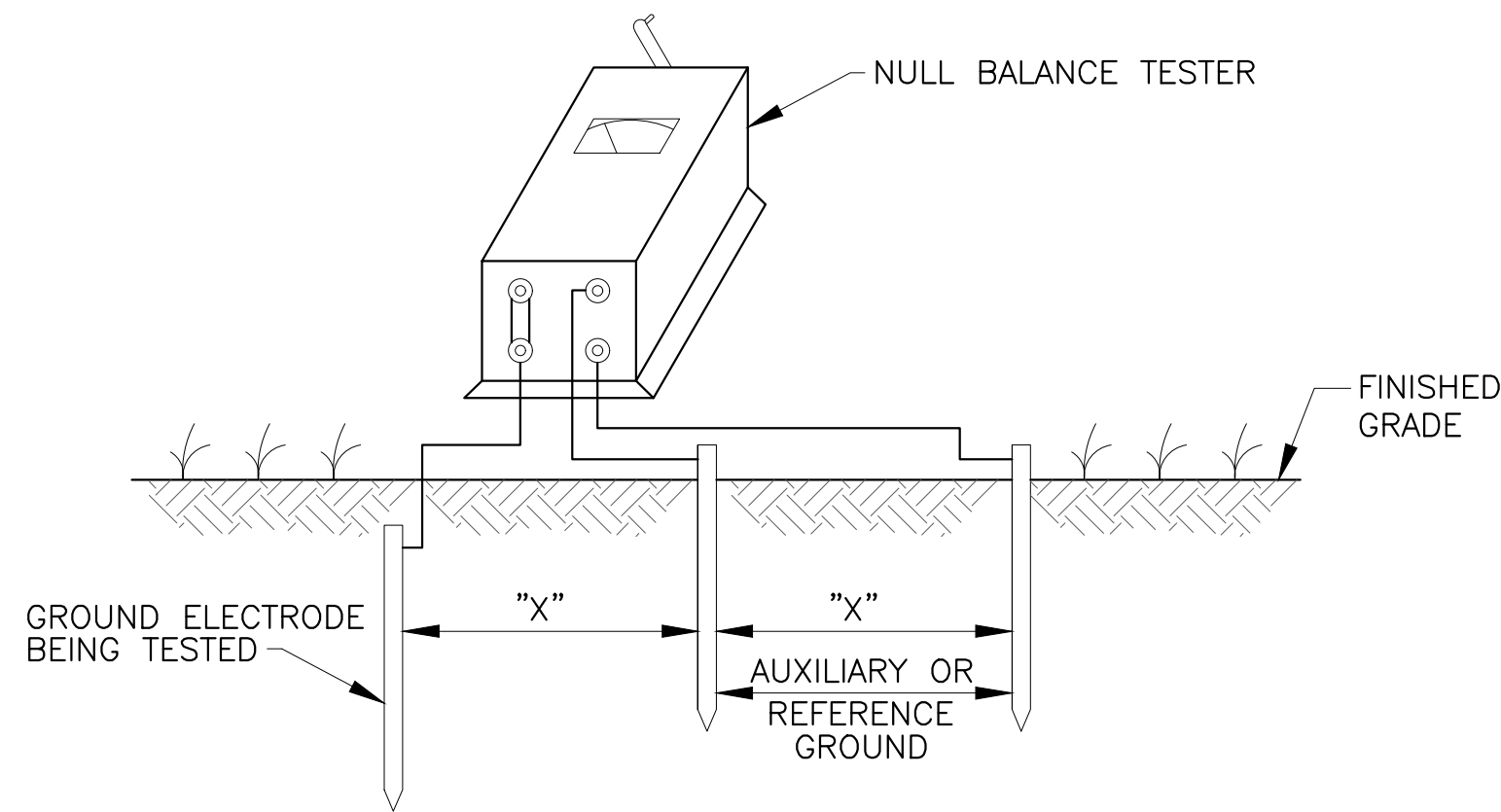
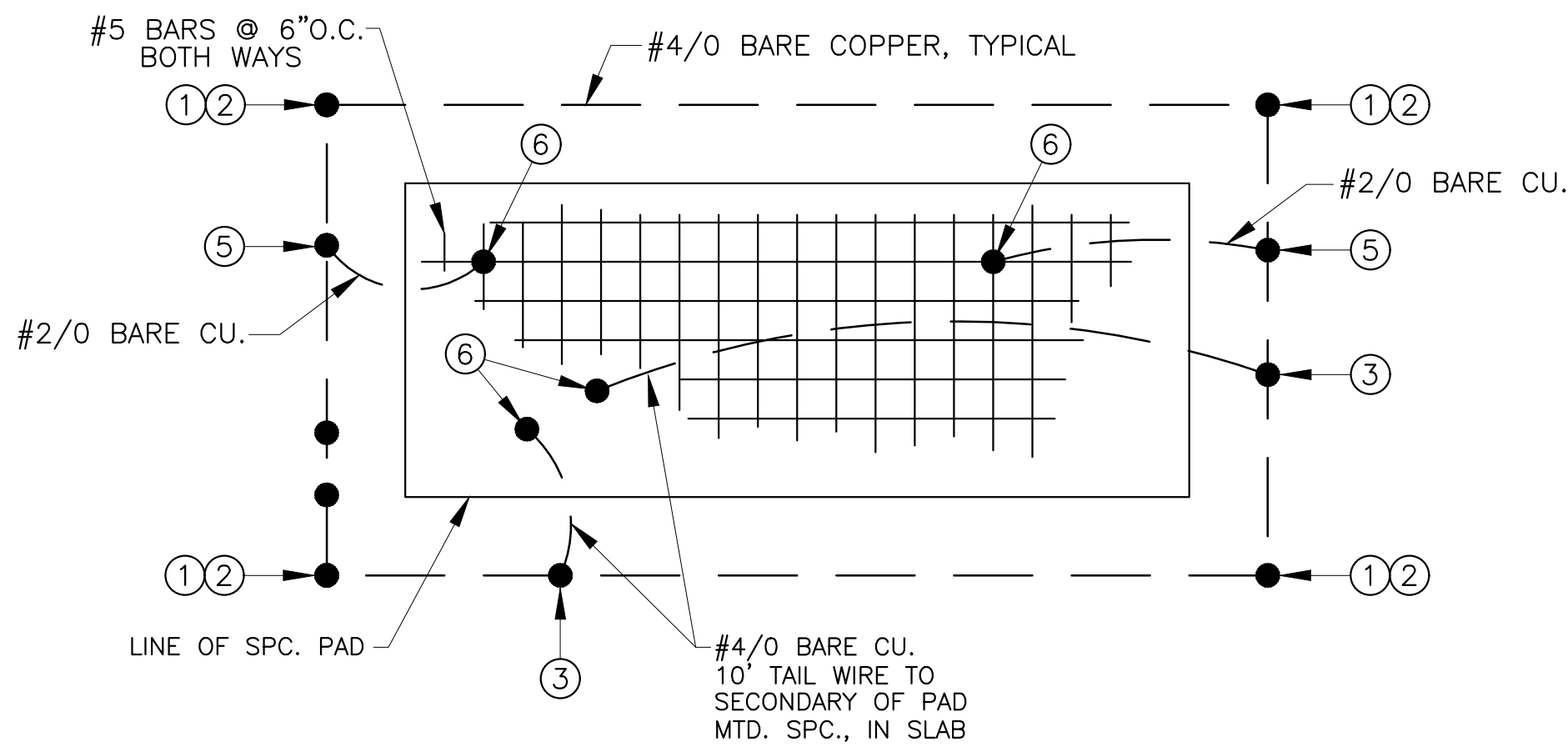
WORKING NUMBER:

LD-3

DRAWING NUMBER:

E6

SCHEDULE GROUND GRID SYSTEM				
ITEM	DESCRIPTION	MANUFACTURER	CAT. NO.	REMARKS
①	3/4" x 10' COPPERCLAD GND. ROD	-----	-----	20' O.C. W/ TOP 1'-6" BELOW GRADE
②	CABLE TO GROUND ROD	ERICO "CADWELD"	GTC-162Q	W/ #115 WELD METAL
③	#4/0 CABLE #4/0 CABLE	ERICO "CADWELD"	TAC-2Q2Q	W/ #150 WELD METAL
④	#4/0 CABLE TO STEEL COLUMN	ERICO "CADWELD"	VBC-2Q	W/ #150 WELD METAL
⑤	#4/0 CABLE TO 2/0 CABLE	ERICO "CADWELD"	TAC-2Q2G	W/ #90 WELD METAL
⑥	#2/0 CABLE TO #5Ø REIN. BAR	ERICO "CADWELD"	RDM-5329	W/ #115 WELD METAL



NOTES:

- ① DISTANCE "X" SHALL BE THE SAME BUT NOT LESS THAN 50'. ALL RODS SHALL BE IN A STRAIGHT LINE.
- ② ALL READINGS SHALL BE DONE IN THE ENGINEERS PRESENCE AND RECORDED FOR PERMANENT RECORD.
- ③ THIS TEST IS TO BE PERFORMED ON EACH OF THE ELECTRICAL DISTRIBUTION SYSTEM GROUND GRIDS.

GROUND TEST DETAIL
(ADD OPTION NO. 1)
N.T.S.

8/16/2023 4:43 PM x:\projects\0015000\0017000\17245 fourth street - 30ft to 34th\cad files\electrical\dega\dwg\17245 elec det-4.dwg

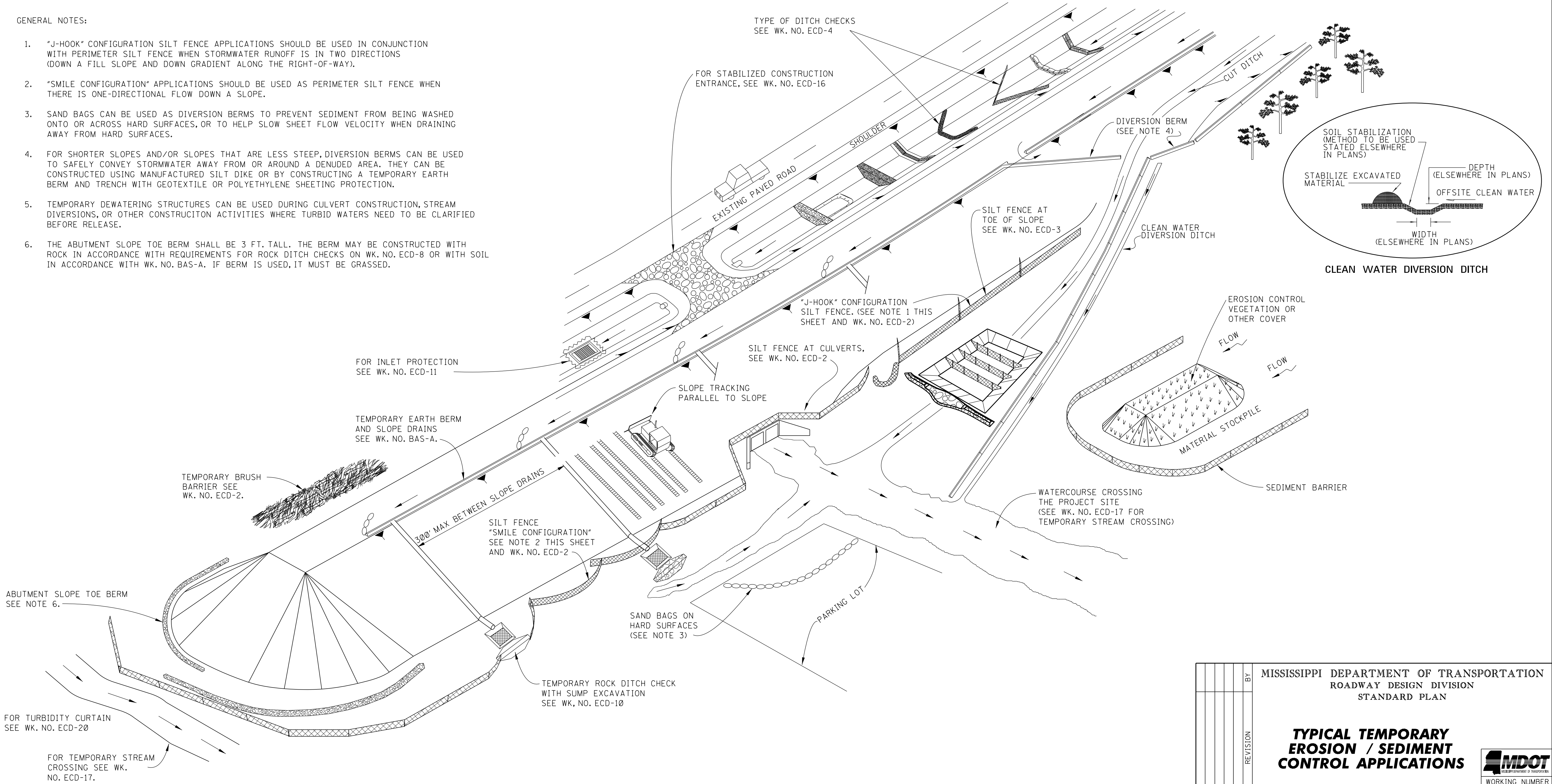
NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS				DRAWING INFORMATION		FOURTH STREET IMPROVEMENTS - PHASE IV PROJECT NO. STP-7194-00(004)LPA/109376-701000 CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY		NS NEEL-SCHAFFER Solutions you can build upon	GROUND GRID DETAILS	
	(ADD OPTION NO. 1)										
	WORKING NUMBER:		DRAWING NUMBER:								
	GGD-1		E7								

[illegible]

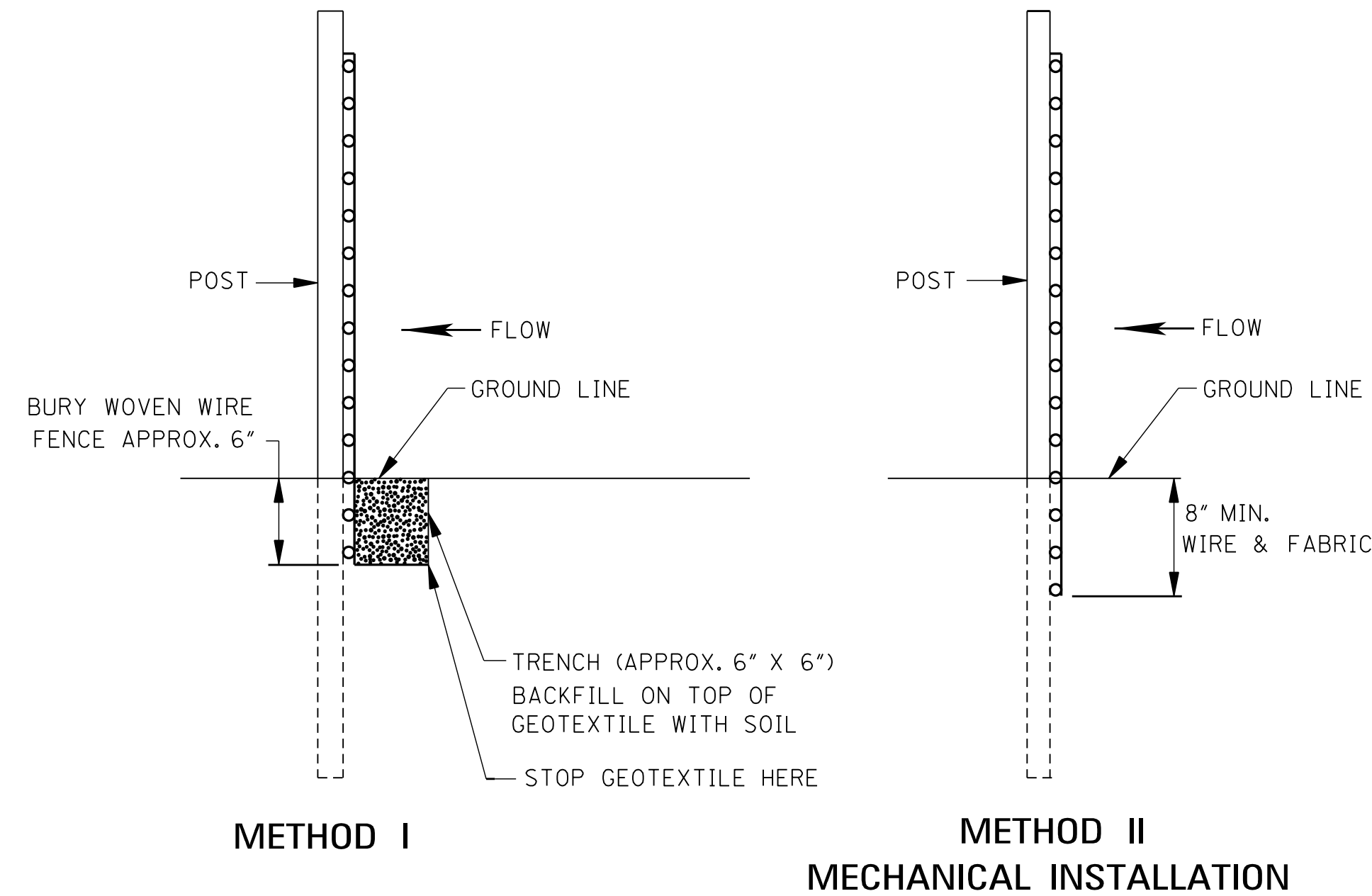
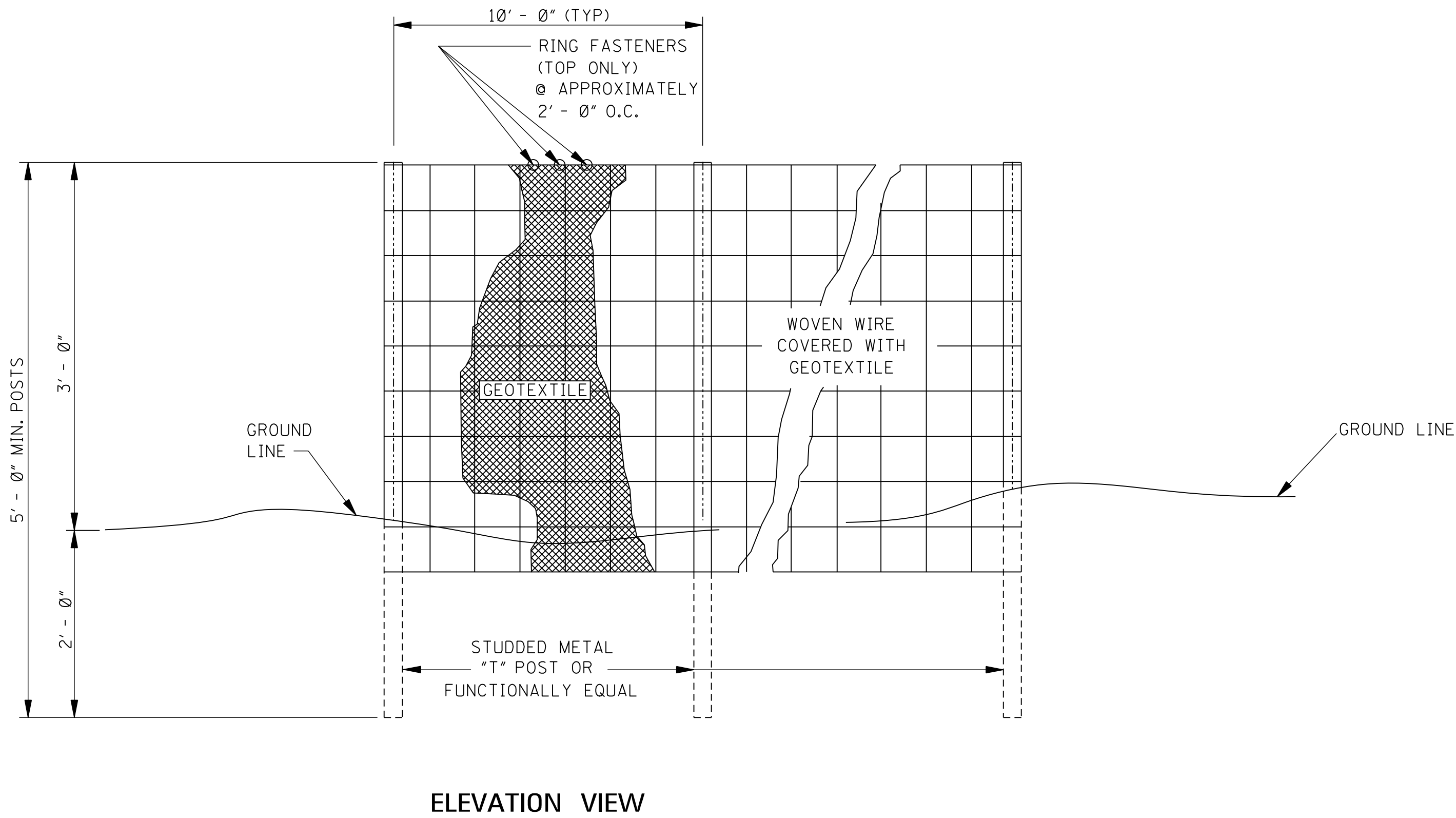
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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS-17245-000	FILENAME: 17245 Elec Est-Qty.dwg						
					SCALE: N.T.S.							
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					CHKD: GPC	DATE: 08/2023						
					QA/QC:	DATE:						
WORKING NUMBER: EQL-1				DRAWING NUMBER: E8								

GENERAL NOTES:

1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS SHOULD BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).
2. "SMILE CONFIGURATION" APPLICATIONS SHOULD BE USED AS PERIMETER SILT FENCE WHEN THERE IS ONE-DIRECTIONAL FLOW DOWN A SLOPE.
3. SAND BAGS CAN BE USED AS DIVERSION BERM TO PREVENT SEDIMENT FROM BEING WASHED ONTO OR ACROSS HARD SURFACES, OR TO HELP SLOW SHEET FLOW VELOCITY WHEN DRAINING AWAY FROM HARD SURFACES.
4. FOR SHORTER SLOPES AND/OR SLOPES THAT ARE LESS STEEP, DIVERSION BERMS CAN BE USED TO SAFELY CONVEY STORMWATER AWAY FROM OR AROUND A DENUDED AREA. THEY CAN BE CONSTRUCTED USING MANUFACTURED SILT DIKE OR BY CONSTRUCTING A TEMPORARY EARTH BERM AND TRENCH WITH GEOTEXTILE OR POLYETHYLENE SHEETING PROTECTION.
5. TEMPORARY DEWATERING STRUCTURES CAN BE USED DURING CULVERT CONSTRUCTION, STREAM DIVERSIONS, OR OTHER CONSTRUCTION ACTIVITIES WHERE TURBID WATERS NEED TO BE CLARIFIED BEFORE RELEASE.
6. THE ABUTMENT SLOPE TOE BERM SHALL BE 3 FT. TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON WK. NO. ECD-8 OR WITH SOIL IN ACCORDANCE WITH WK. NO. BAS-A. IF BERM IS USED, IT MUST BE GRASSED.



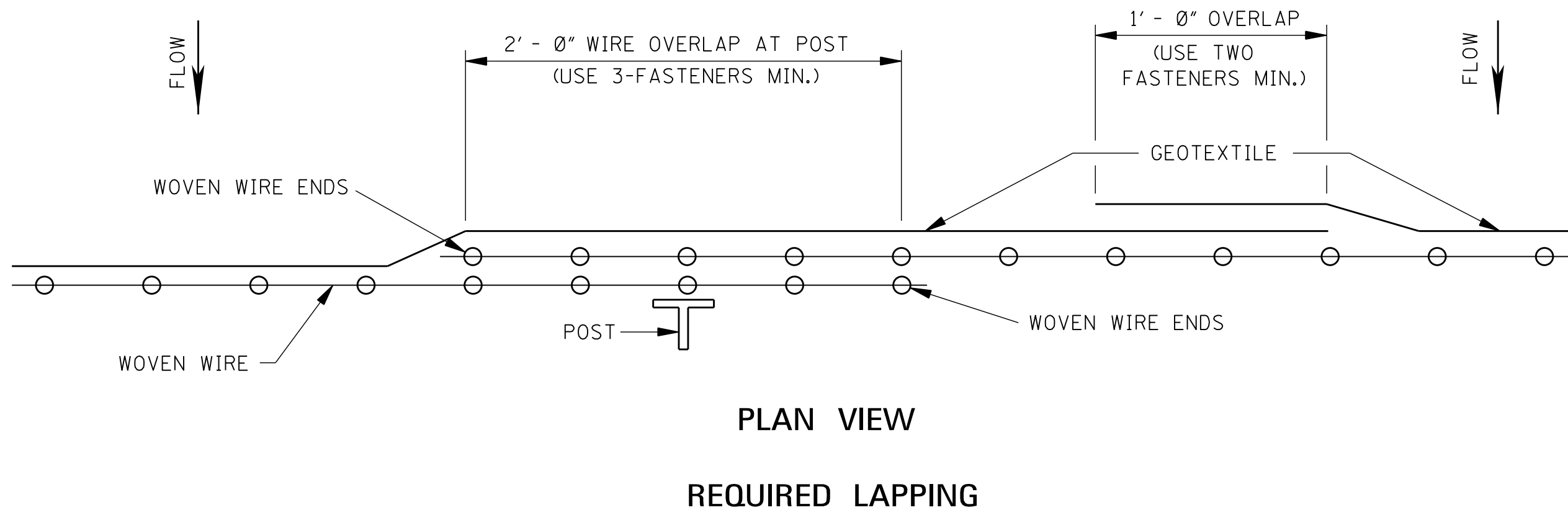
				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	TYPICAL TEMPORARY EROSION / SEDIMENT CONTROL APPLICATIONS
				DATE	ISSUE DATE: AUGUST 01, 2017
					 WORKING NUMBER ECD-1 SHEET NUMBER 6101



SIDE VIEW

GENERAL NOTES:

1. SILT FENCES SHOULD BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHOULD BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STEAMS AND CHANNELS.
3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
4. WHENEVER POSSIBLE SILT FENCE SHOULD BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AN FACILITATES SEDIMENTATION.
5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF DETAIL.
7. WIRE SHALL BE A MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE.



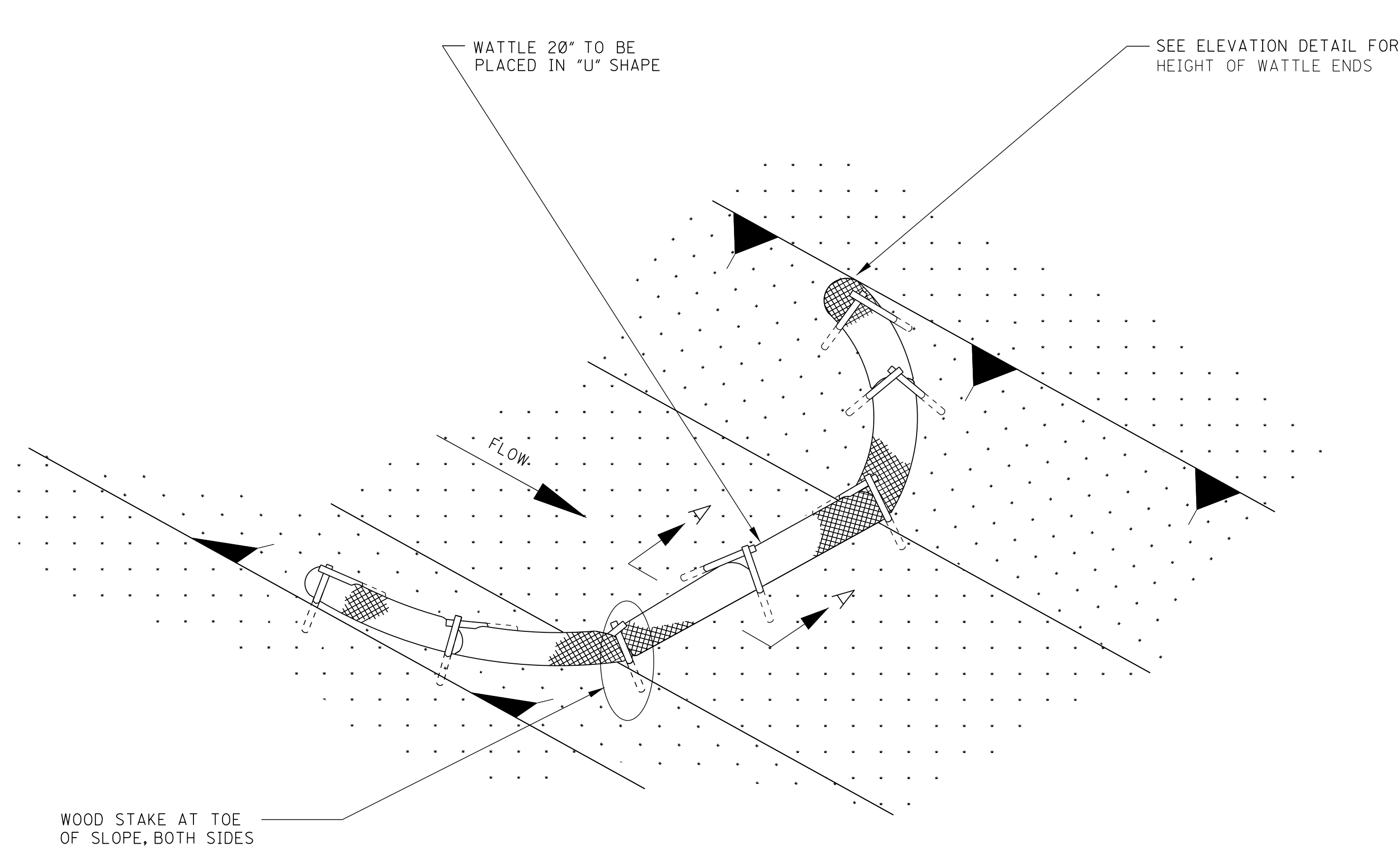
				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	
				DATE	ISSUE DATE: AUGUST 01, 2017

DETAILS OF SILT FENCE INSTALLATION

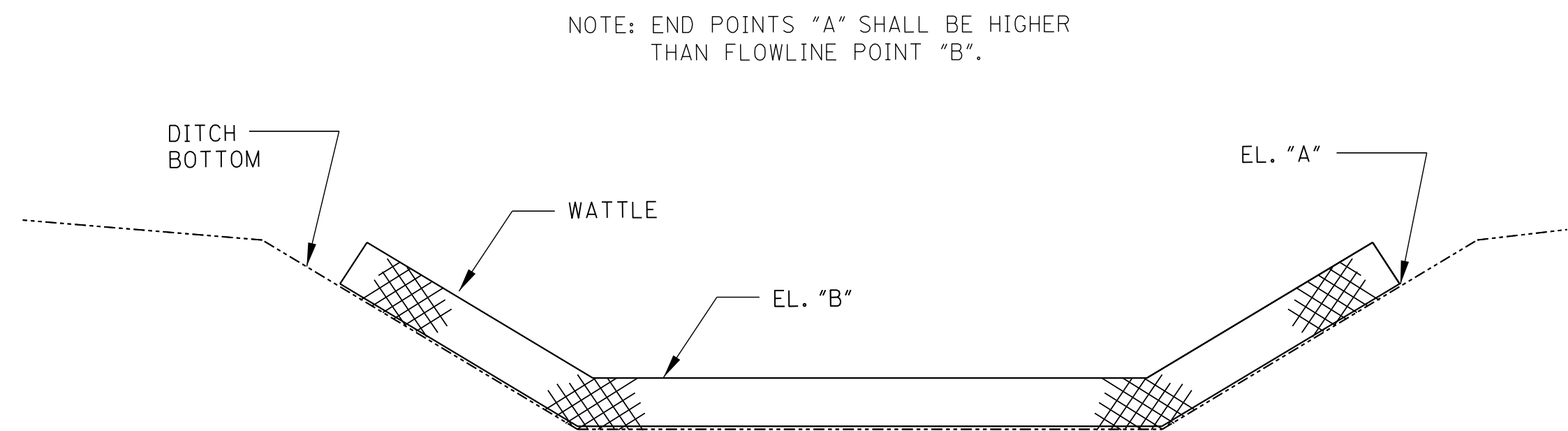


WORKING NUMBER
ECD-3

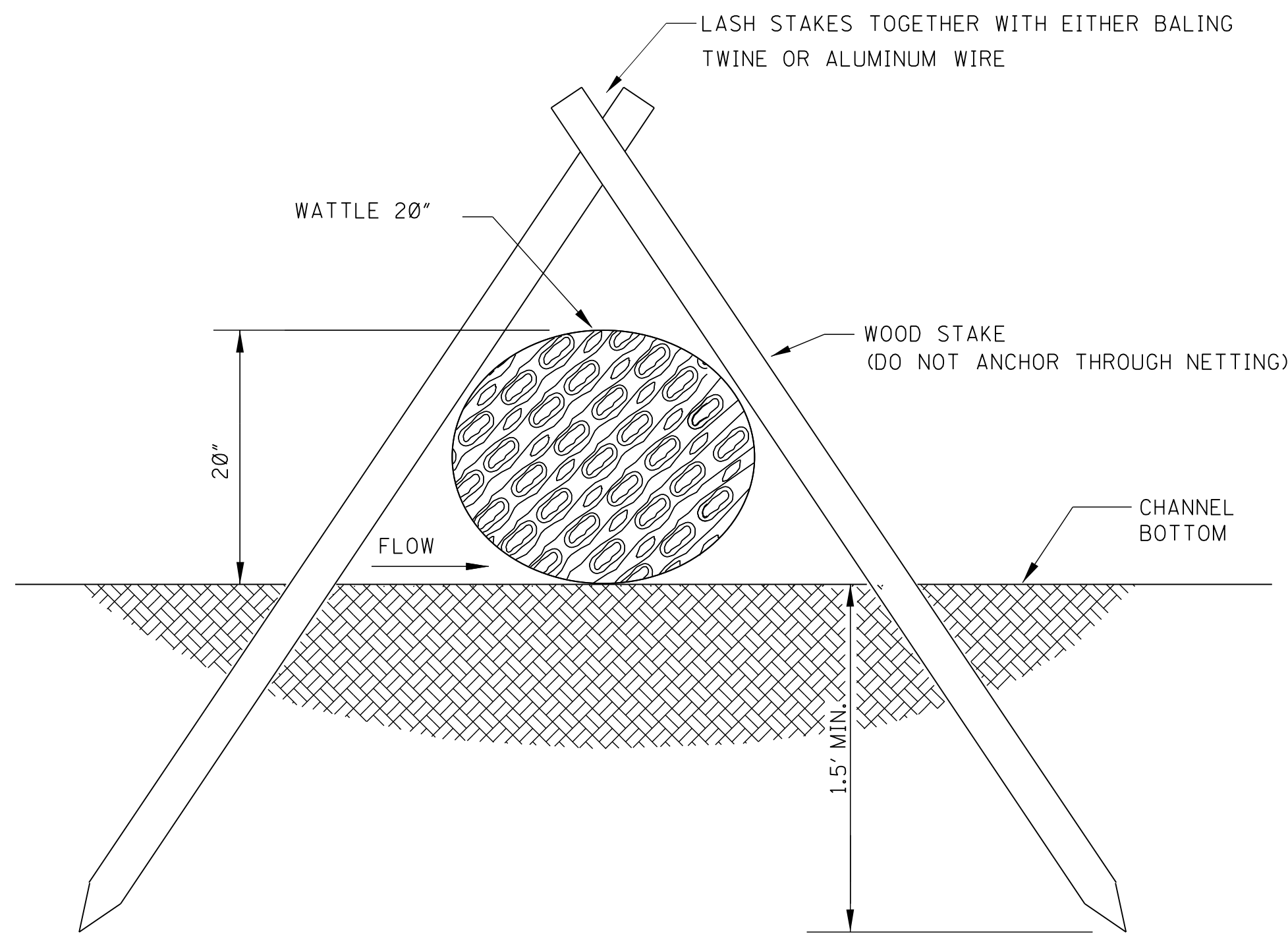
SHEET NUMBER
6103



DETAIL (DITCH CHECK)



ELEVATION DETAIL



SECTION A-A

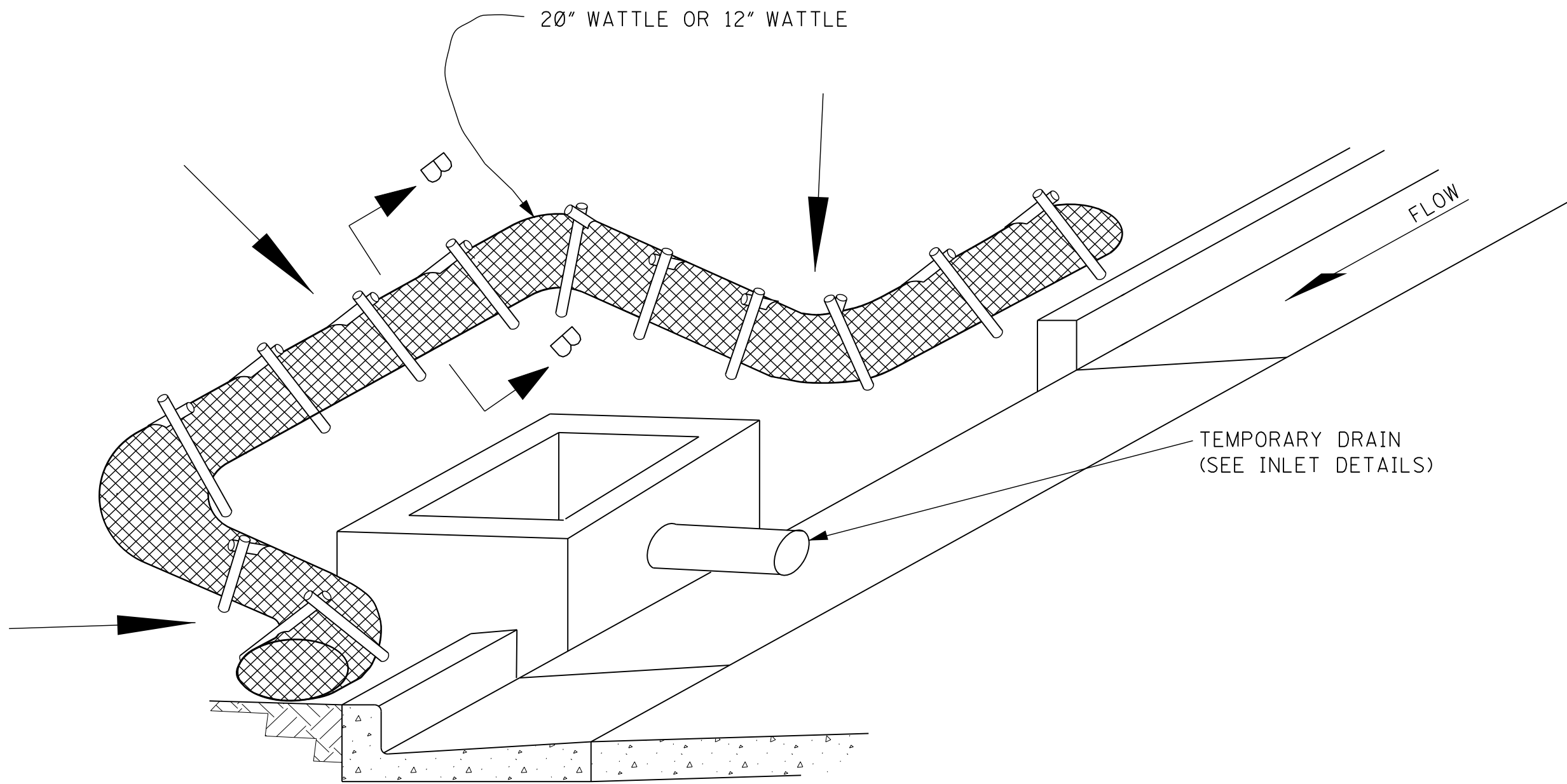
- NOTES:
1. WATTLE DITCH CHECKS CAN BE USED FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.
 2. THE PLACEMENT INTERVAL BETWEEN WATTLE DITCH CHECK SHALL BE 100' UNLESS SHOWN OTHERWISE ON THE PLANS OR EROSION CONTROL PLAN APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON WK. NO. ECD-4.
 3. ANCHORING WOOD STAKES SHALL BE SIZED, SPACED, DRIVEN, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE CHECK. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET. ALL NON-DEGRADABLE MATERIALS SHALL BE REMOVED WHEN NO LONGER NEEDED.
 4. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
 5. WATTLES SHOULD NOT BE USED IN HARD BOTTOM CHANNELS.
 6. IN THE EVENT WATTLES CANNOT BE SECURED IN PLACE USING WOOD STAKES, SAND BAGS MAY BE USED IN LIEU OF WOOD STAKES IN ORDER TO SECURE THE WATTLES IN PLACE. IF SANDS BAGS ARE USED IN THIS APPLICATION THEY WILL NOT BE A SEPARATE PAY ITEM.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	
				DATE	DETAILS OF EROSION CONTROL WATTLE DITCH CHECK
				ISSUE DATE: AUGUST 01, 2017	

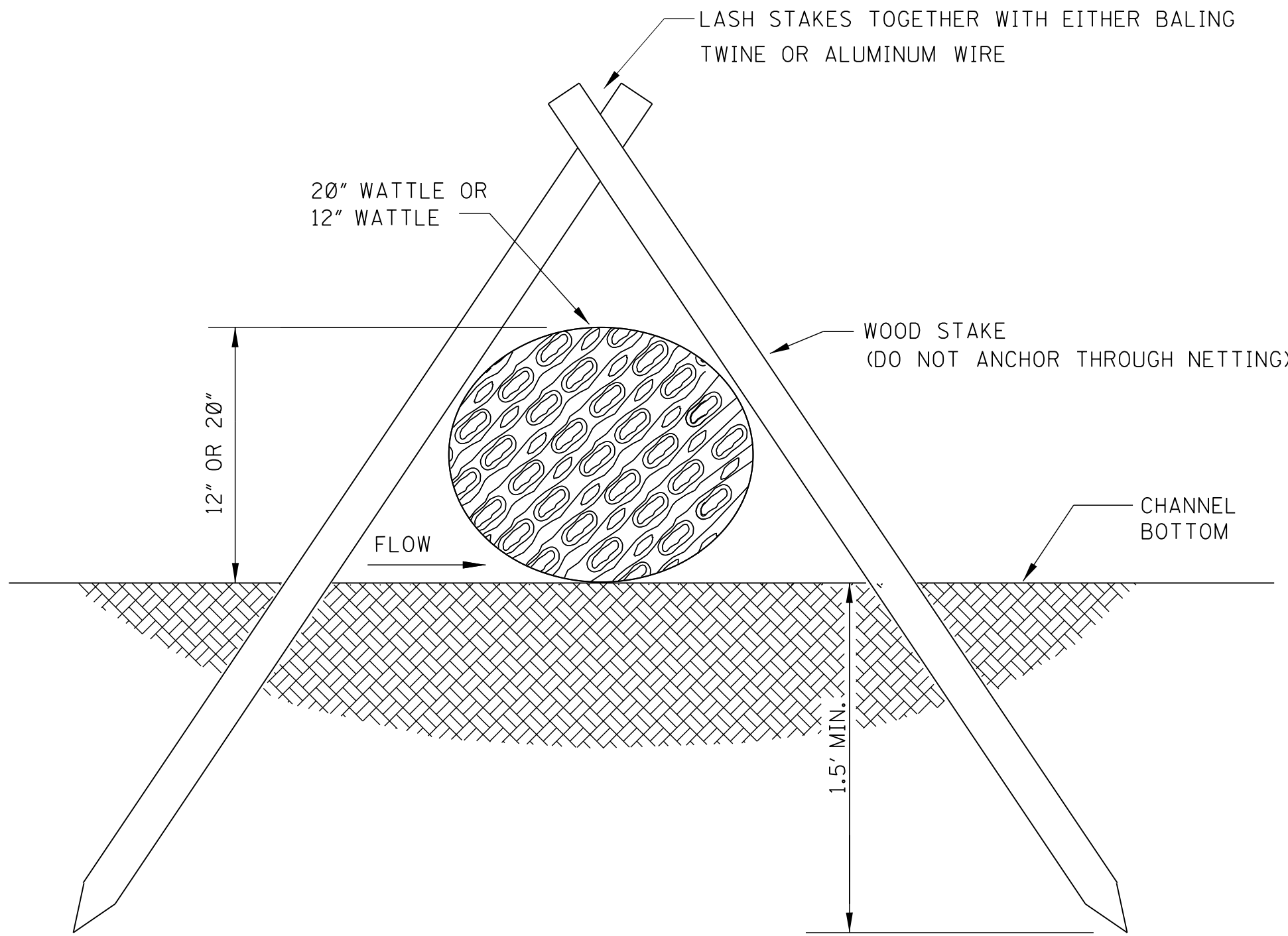
WORKING NUMBER
ECD-6

SHEET NUMBER
6106

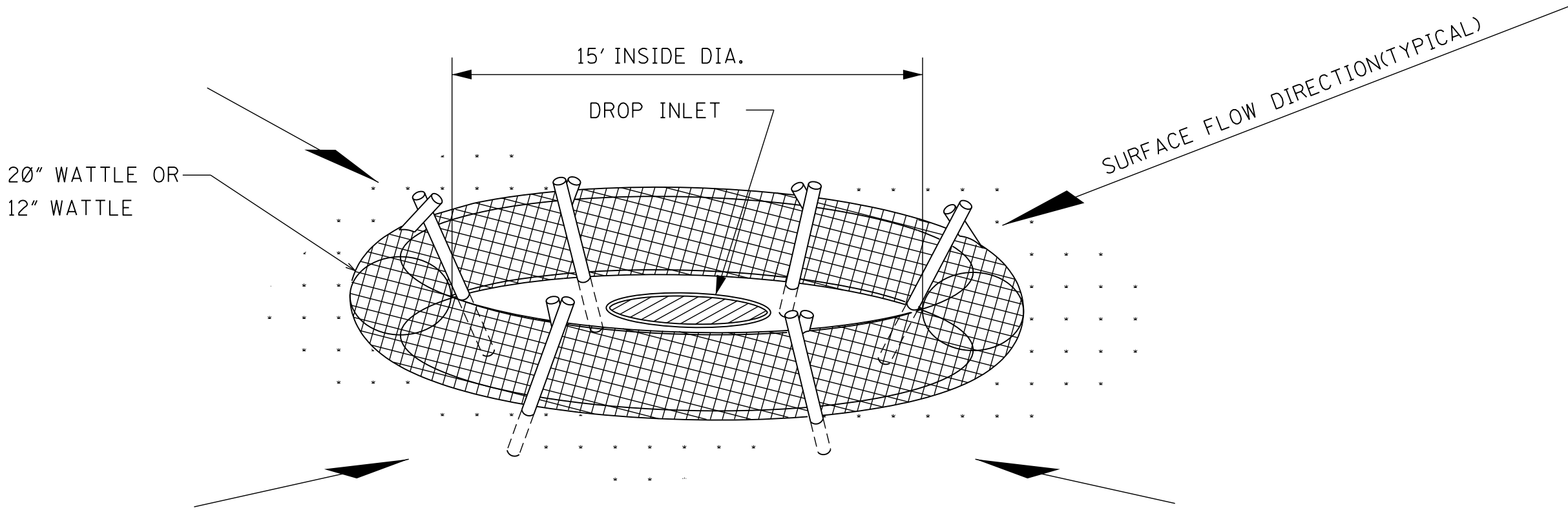
NOTE: SILT FENCE OR SANDBAGS MAY ALSO BE USED FOR THIS APPLICATION.
HAY BALES NOT ACCEPTABLE DURING THIS STAGE.



CURB INLET PROTECTION (STAGE 2)
SINGLE OR DOUBLE WING INLET



SECTION B-B

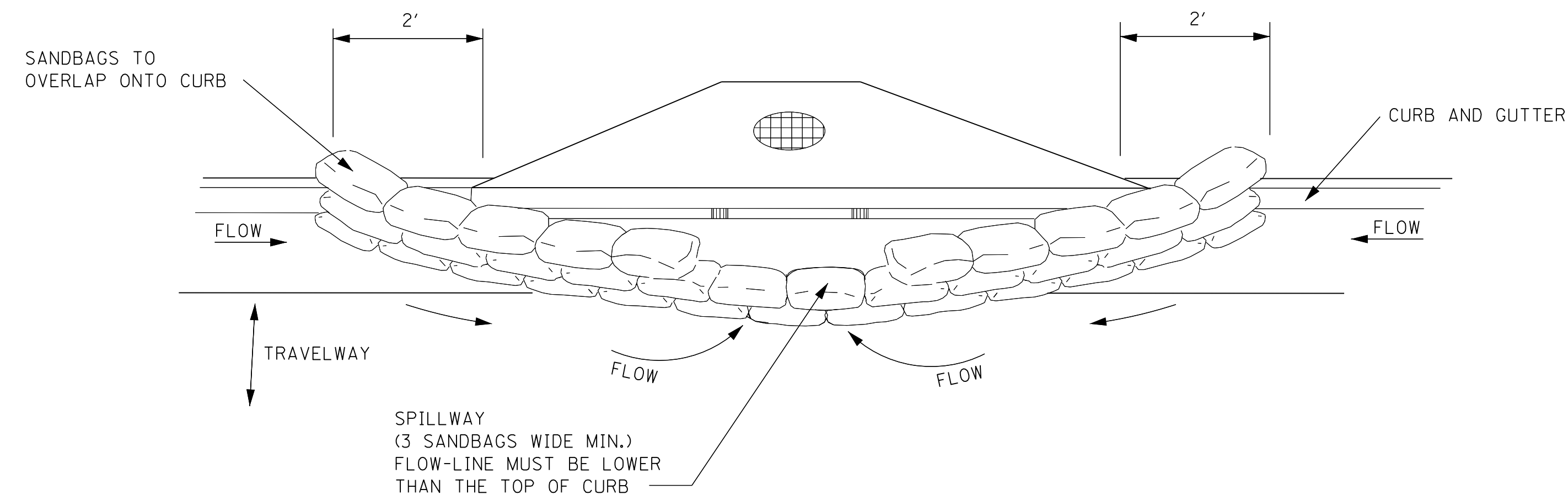


DROP INLET PROTECTION

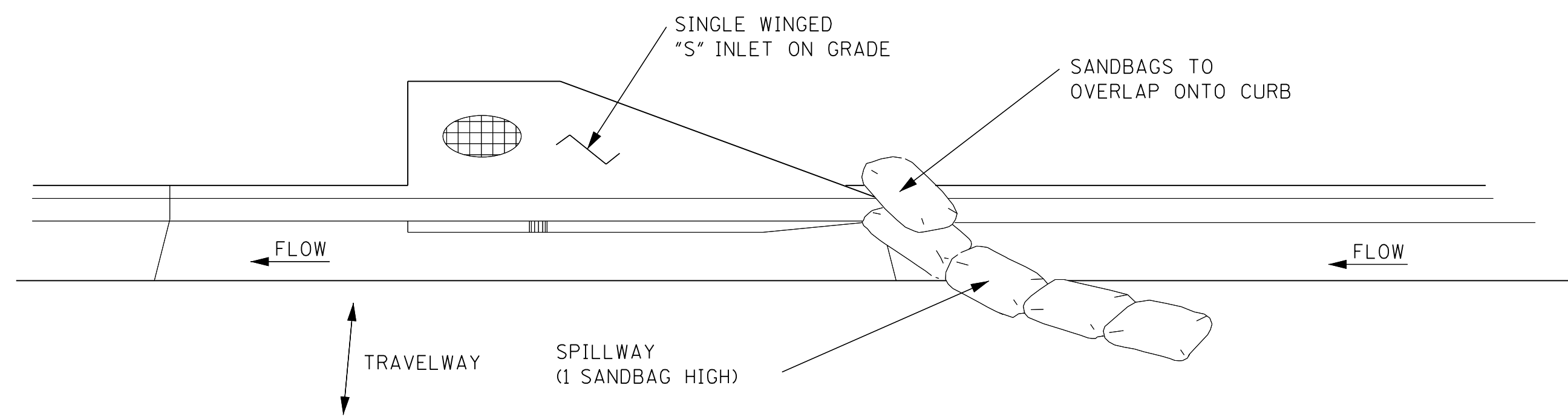
- NOTES:
- ANCHORING STAKES SHALL BE SIZED, SPACED, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE WATTLE. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET.
 - OVERLAP ENDS OF WATTLES PER MANUFACTURER'S RECOMMENDATIONS (1' MIN., 3' MAX.)
 - TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
 - IN THE EVENT WATTLES CANNOT BE SECURED IN PLACE USING WOOD STAKES, SANDBAGS MAY BE USED IN LIEU OF WOOD STAKES IN ORDER TO SECURE WATTLES IN PLACE. COST OF SANDBAGS USED IN THIS APPLICATION SHALL BE INCLUDED IN OTHER ITEMS BID.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	
				DATE	
				ISSUE DATE:	AUGUST 01, 2017

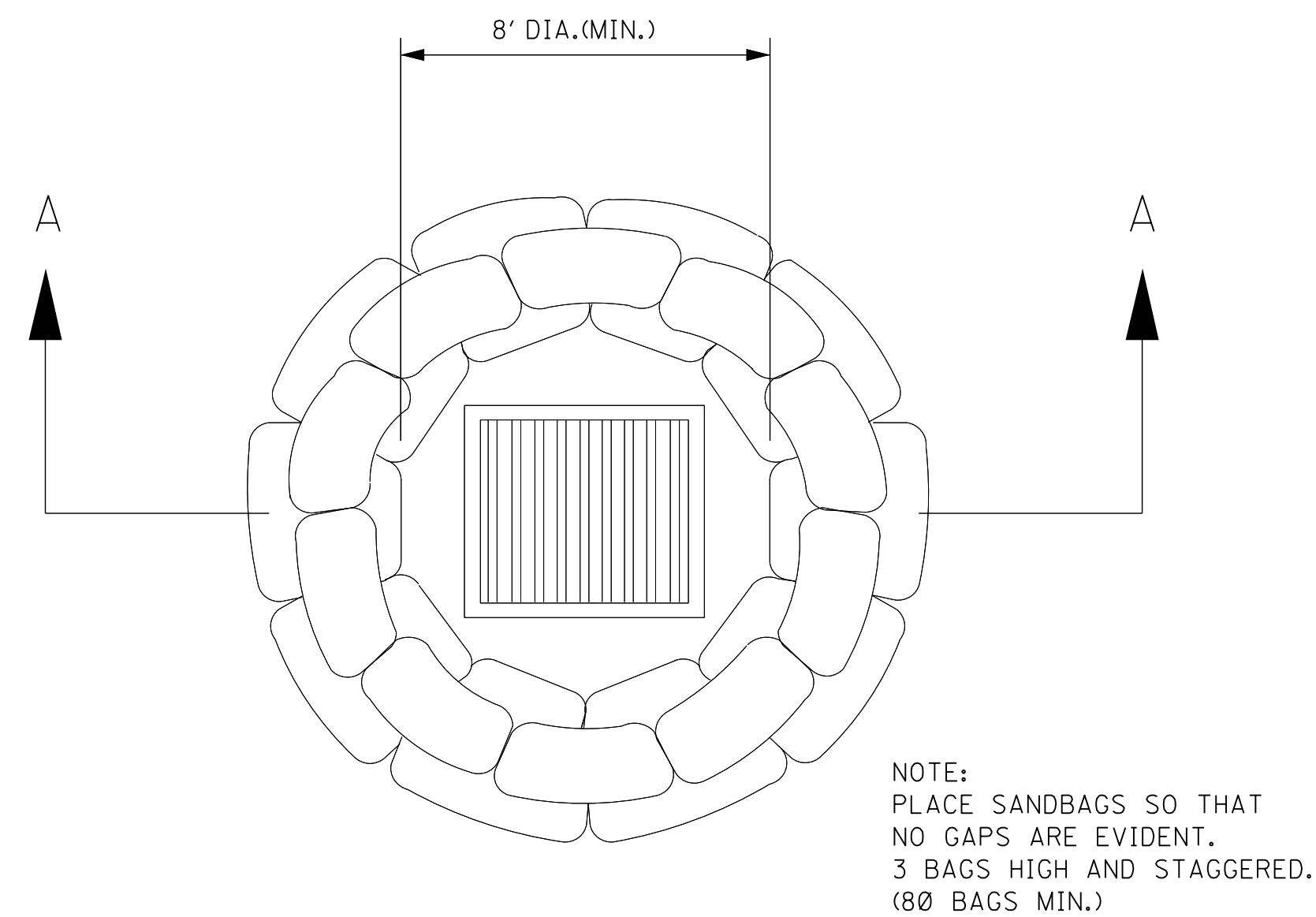

WORKING NUMBER ECD-13
SHEET NUMBER 6113



TYPICAL (SANDBAG) PROTECTION FOR INLET IN SAG

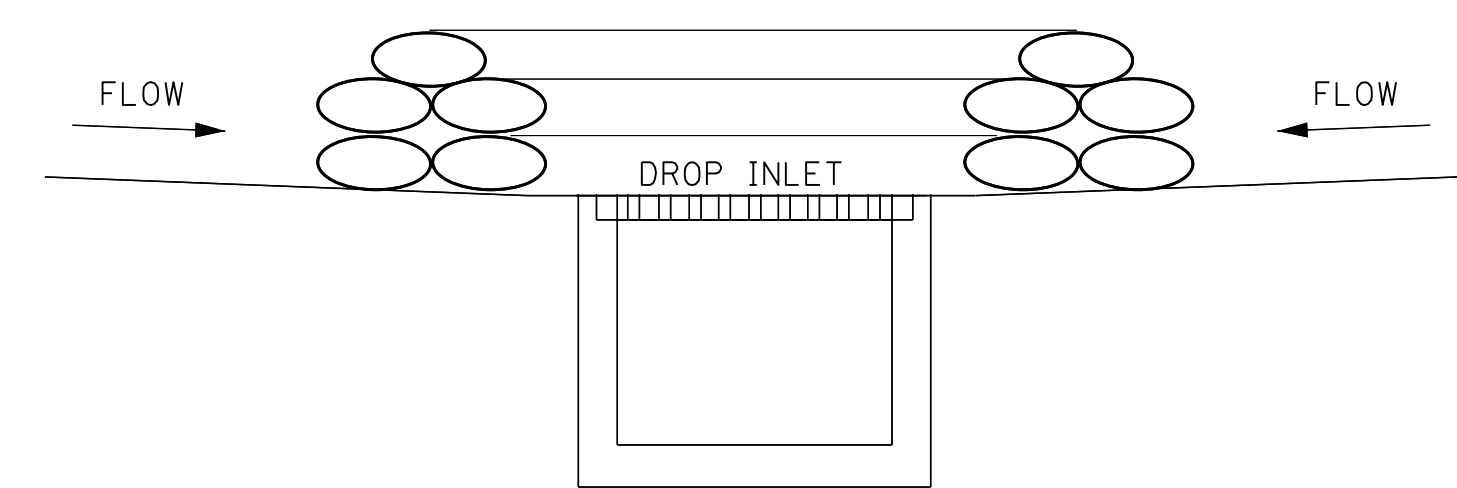


TYPICAL (SANDBAG) PROTECTION FOR INLET ON GRADE



DROP INLET

PLAN VIEW

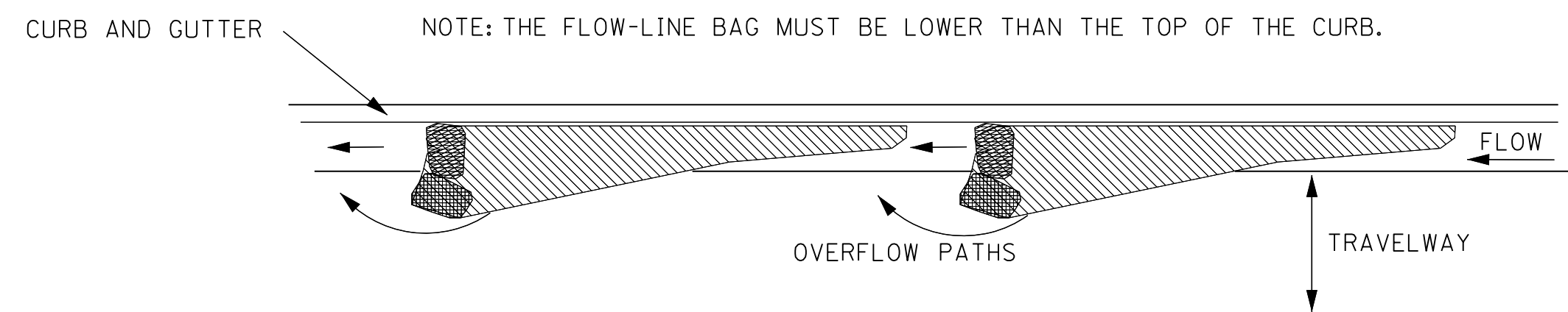


SECTION A-A

SANDBAG BARRIER

CURB INLET PROTECTION NOTES:

1. THIS CURB INLET PROTECTION METHOD CAN BE USED DURING ANY STAGE OF BASE AND PAVEMENT CONSTRUCTION.
2. BAG HEIGHT AND NUMBER OF BAGS SHOULD BE BASED ON CURB HEIGHT AND USE OF TRAVELWAY.
3. SEDIMENT SHOULD BE CONTROLLED PRIOR TO ENTERING GUTTER. GUTTER CHECKS AND INLET PROTECTION ARE FOR SECONDARY CONTROL.
4. REMOVE ACCUMULATED SEDIMENT AFTER EVERY RAINFALL. SWEEP SEDIMENT FROM HARD SURFACES AND DISPOSE OF APPROPRIATELY AWAY FROM INLETS AND/OR WATER BODIES.
5. IF DENUDEED AREAS EXIST BEHIND THE INLET, A SEDIMENT BARRIER SHOULD BE INSTALLED AROUND ITS PERIMETER TO CONTOL SEDIMENT.



CURB AND GUTTER SEDIMENT
CONTAINMENT SYSTEM

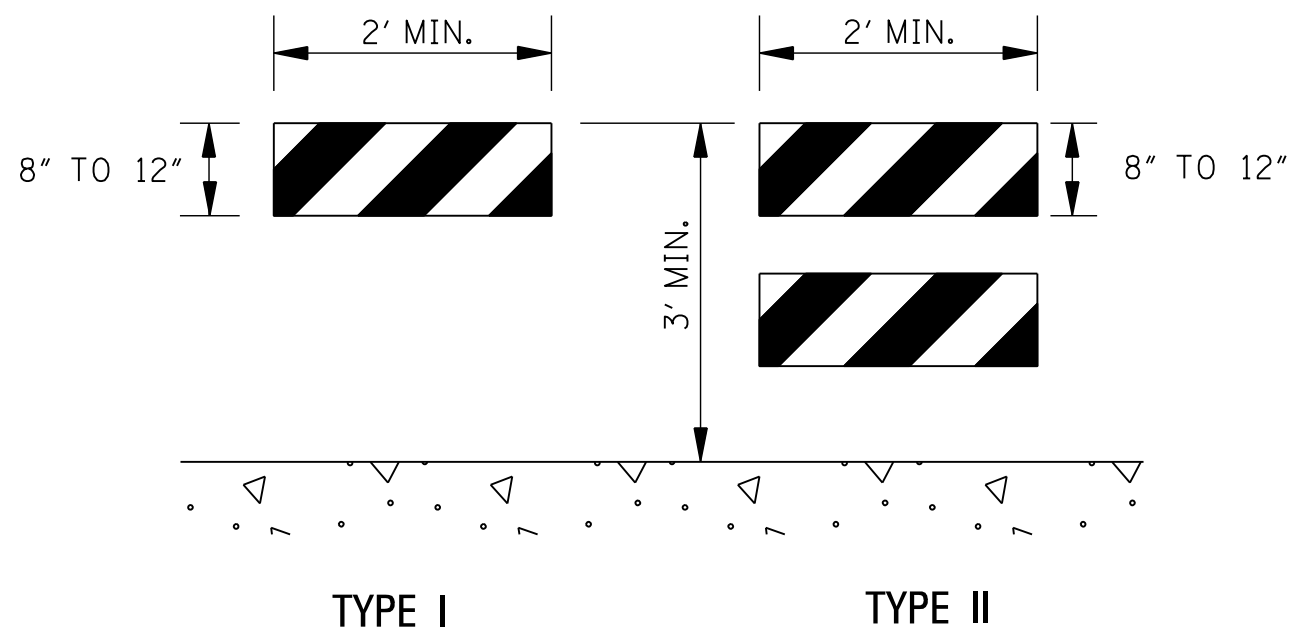
				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	
				DATE	ISSUE DATE: AUGUST 01, 2017

**INLET PROTECTION
DETAILS OF SANDBAGS**

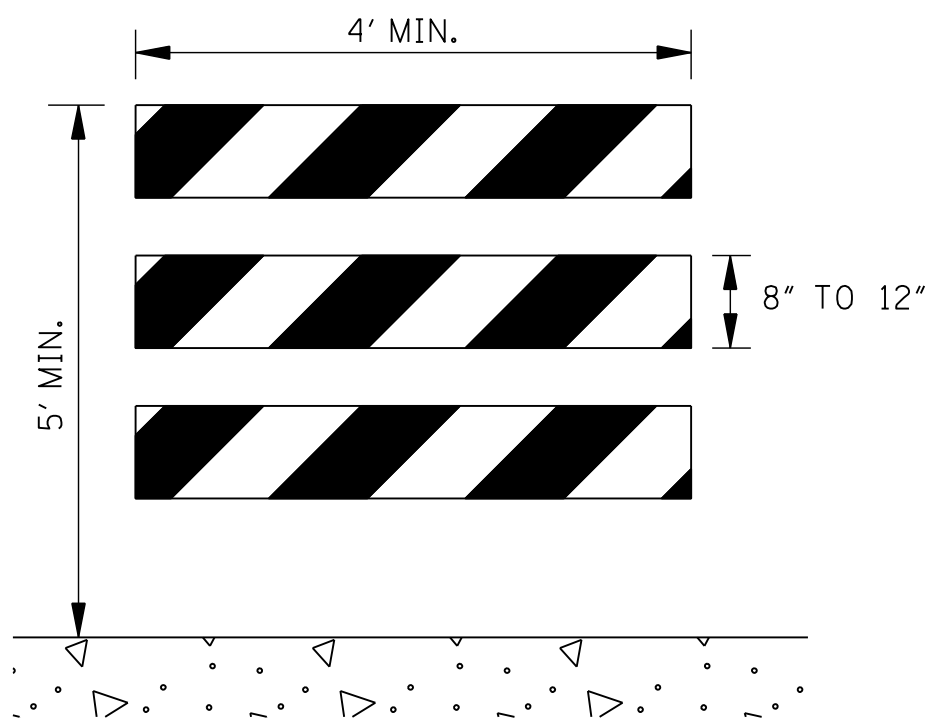
MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

WORKING NUMBER
ECD-15

SHEET NUMBER
6115



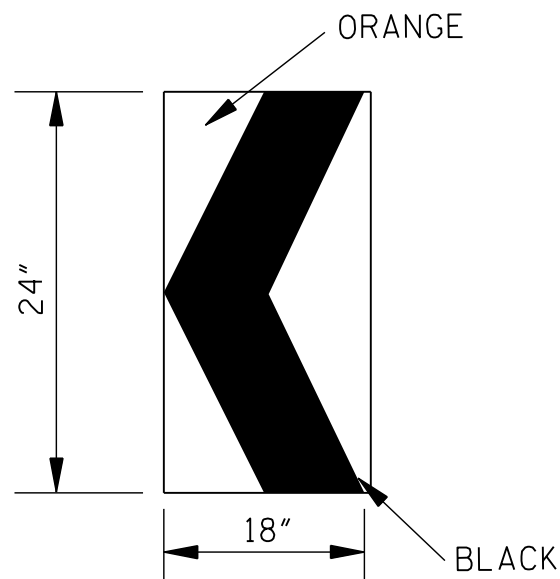
TYPE I TYPE II



TYPE III

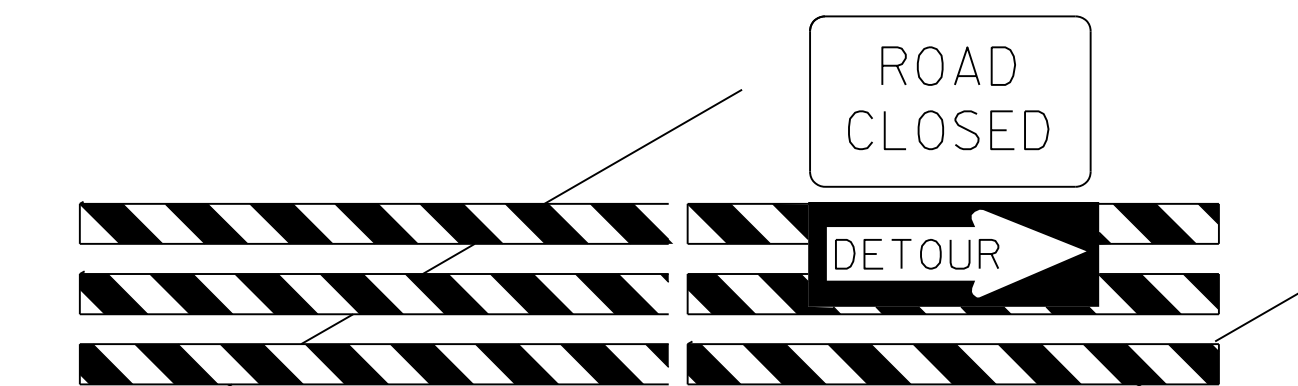
STANDARD BARRICADES

1. THE MARKING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION TRAFFIC IS TO PASS).
2. RAIL STRIPE SHOULD BE 6 INCHES, EXCEPT THAT 4-INCH WIDE STRIPES MAY BE USED IF RAIL LENGTHS ARE LESS THAN 36 INCHES.
3. DO NOT PLACE SANDBAGS OR OTHER DEVICES TO PROVIDE MASS ON THE BOTTOM RAIL THAT WILL BLOCK VIEW OR RAIL FACE.
4. FOR ADDITIONAL INFORMATION OR DETAILS, SEE MUTCD, LATEST EDITION.
5. BARRICADES ARE CLASSIFIED BY FHWA AS CATEGORY II WORK ZONE DEVICES WHICH REQUIRE CRASHWORTHINESS ACCEPTANCE LETTERS. TO DATE, 2-IN. THICK TIMBER RAILS HAVE NOT BEEN SUCCESSFULLY CRASH TESTED. A LIST OF CRASHWORTHY BARRICADES AND OTHER CATAGORY II DEVICES CAN BE FOUND ON FHWA'S WEBSITE:
http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/cat2.cfm



CHEVRON SIGN
DETAIL

1. A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE MARKING ON AN ORANGE BACKGROUND AND SHALL POINT IN THE DIRECTION OF TRAFFIC FLOW.
2. THE CHEVRON SIGN SHALL BE MOUNTED ON CRASHWORTHY SUPPORT.
3. CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OR MORE LANES ARE CLOSED FOR CONSTRUCTION OR MAINTENANCE. THEY SHOULD BE PLACED APPROXIMATELY 2'-0" BEHIND THE LANE TRANSITION STRIPE.



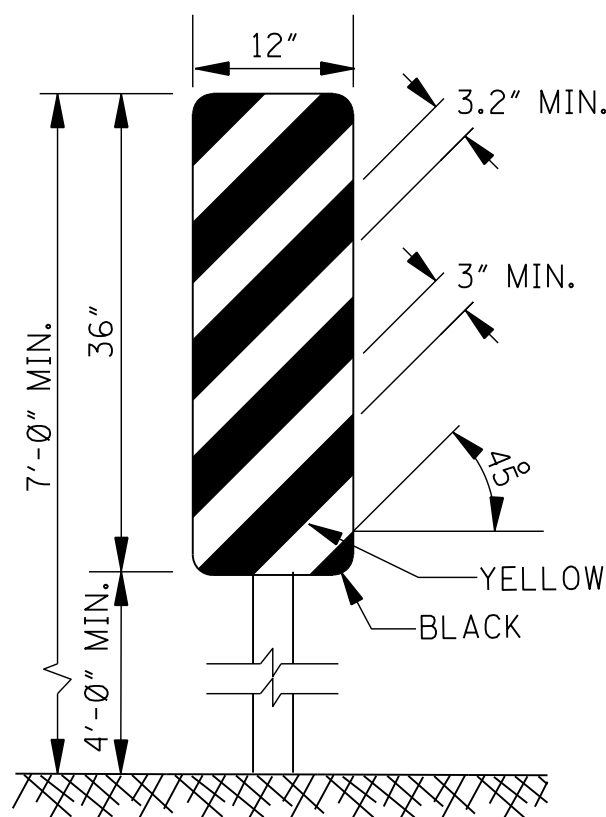
BARRICADE CLOSING A ROAD

BARRICADE CHARACTERISTICS

	I	II	III
WIDTH OF RAIL **	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.
LENGTH OF RAIL **	24" MIN.	24" MIN.	48" MIN.
WIDTH OF STRIPE *	6"	6"	6"
HEIGHT	36" MIN.	36" MIN.	60" MIN.
NUMBER OF RETROREFLECTORIZED RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 IF FACING TRAFFIC IN ONE DIRECTION 6 IF FACING TRAFFIC IN TWO DIRECTIONS

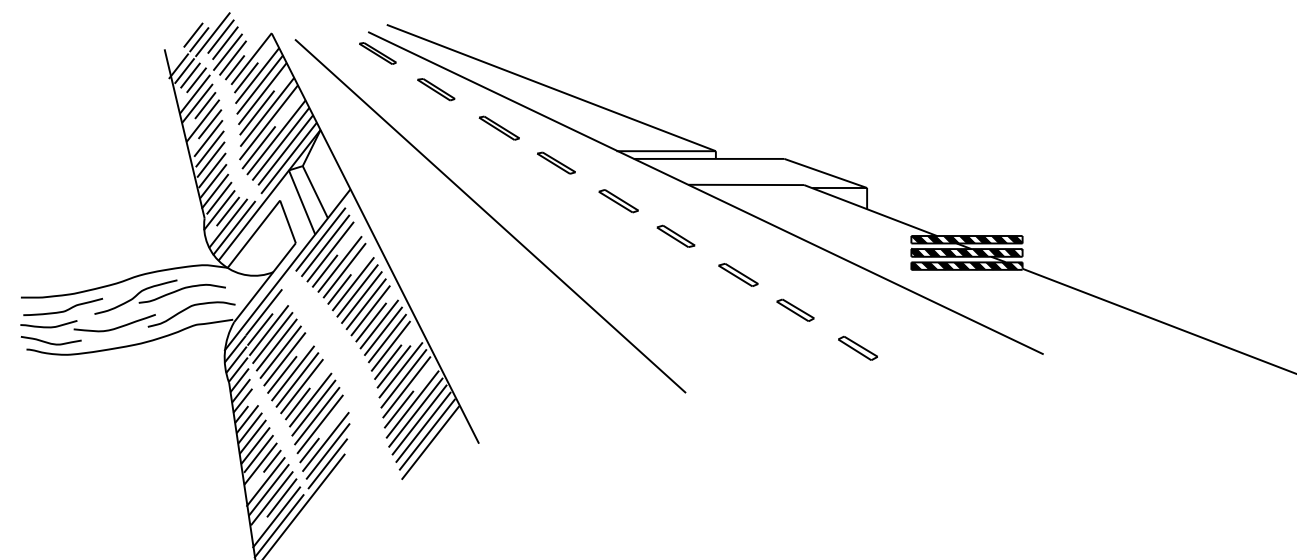
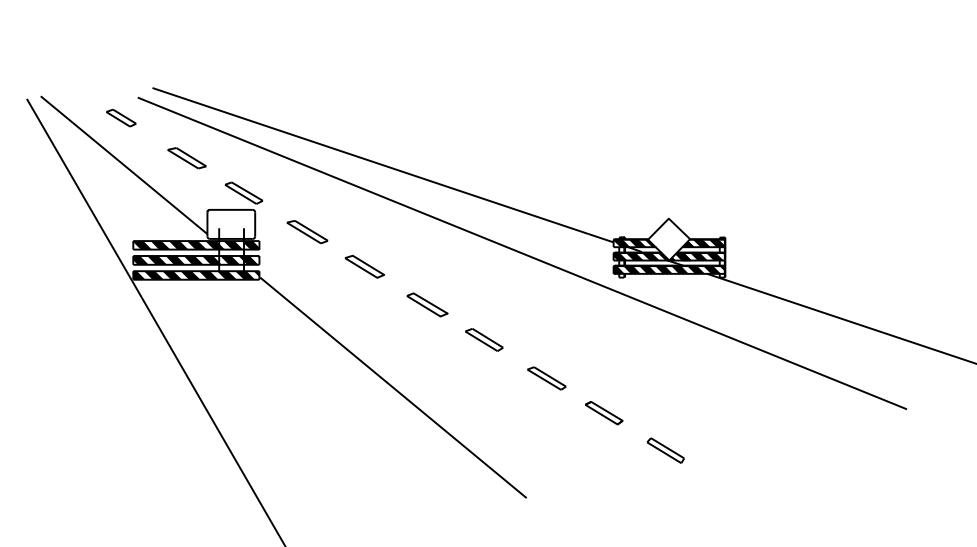
* 1. FOR RAILS LESS THAN 36" LONG, 4" WIDE STRIPES MAY BE USED.

** 2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS, SHALL HAVE A MINIMUM OF 270 in² OF REFLECTIVE AREA FACING TRAFFIC.



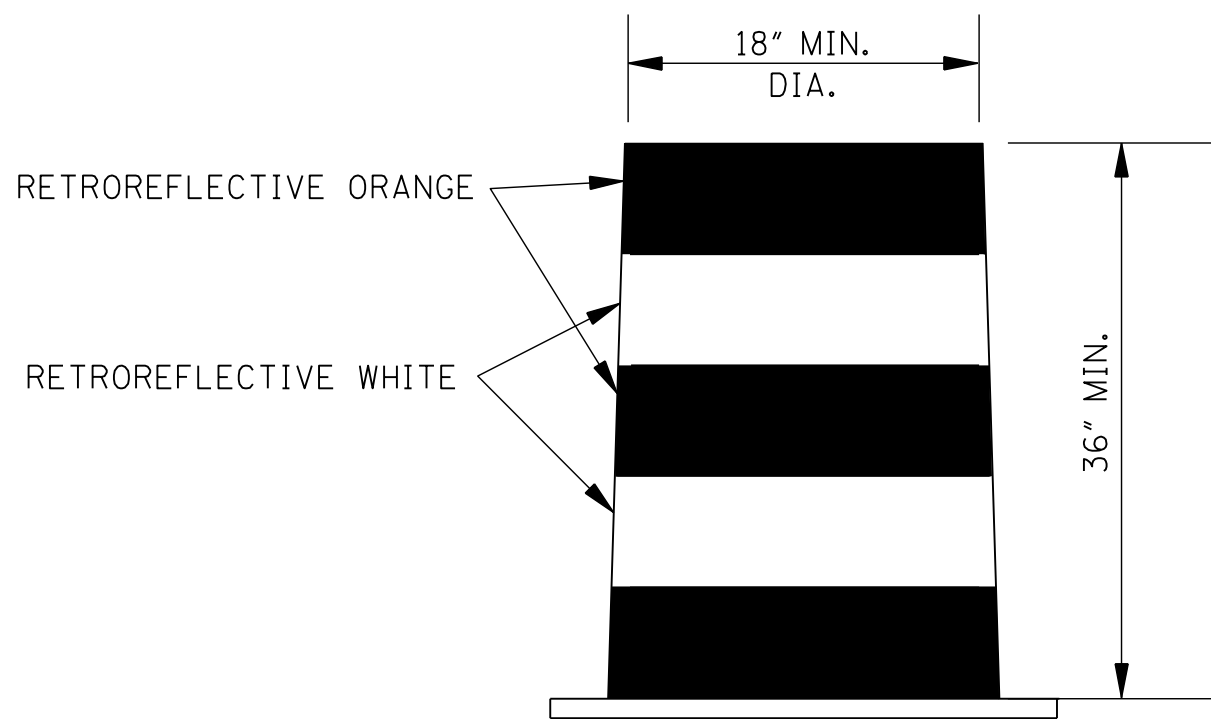
TYPE 3 OBJECT MARKER
(OM-3R)

1. TYPE 3 OBJECT MARKERS SHALL BE USED AT ALL EXPOSED BRIDGE ABUTMENTS AND AT OTHER LOCATIONS AS DEEMED NECESSARY BY THE ENGINEER.
2. THE OM-3R IS SHOWN. THE OM-3L IS SIMILAR EXCEPT THE STRIPES SLOPE DOWNWARD FROM THE UPPER LEFT SIDE TO THE LOWER RIGHT SIDE AND SHALL BE PLACED ON THE LEFT SIDE OF THE OBJECT.
3. THE INSIDE EDGE OF THE MARKER SHALL BE IN LINE WITH THE INNER EDGE OF THE OBSTRUCTION.



WING BARRICADES

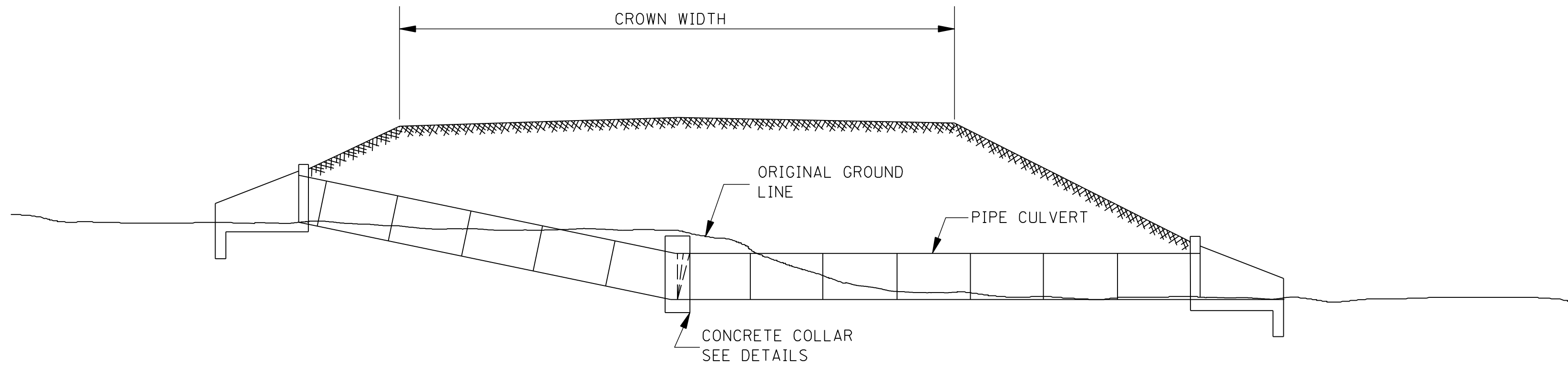
1. WING BARRICADES ARE TYPE III BARRICADES ERECTED ON THE SHOULDER ON ONE OR BOTH SIDES OF THE PAVEMENT TO GIVE THE SENSATION OF A NARROWING OR RESTRICTED ROADWAY. WING BARRICADES MAY BE USED AS A MOUNTING FOR THE ADVANCE WARNING SIGNS OR FLASHERS.
2. WING BARRICADES SHOULD BE USED:
A. IN ADVANCE OF A CONSTRUCTION PROJECT EVEN WHEN NO PART OF THE ROADWAY IS ACTUALLY CLOSED.
B. IN ADVANCE OF ALL BRIDGE OR CULVERT WIDENING OPERATIONS.



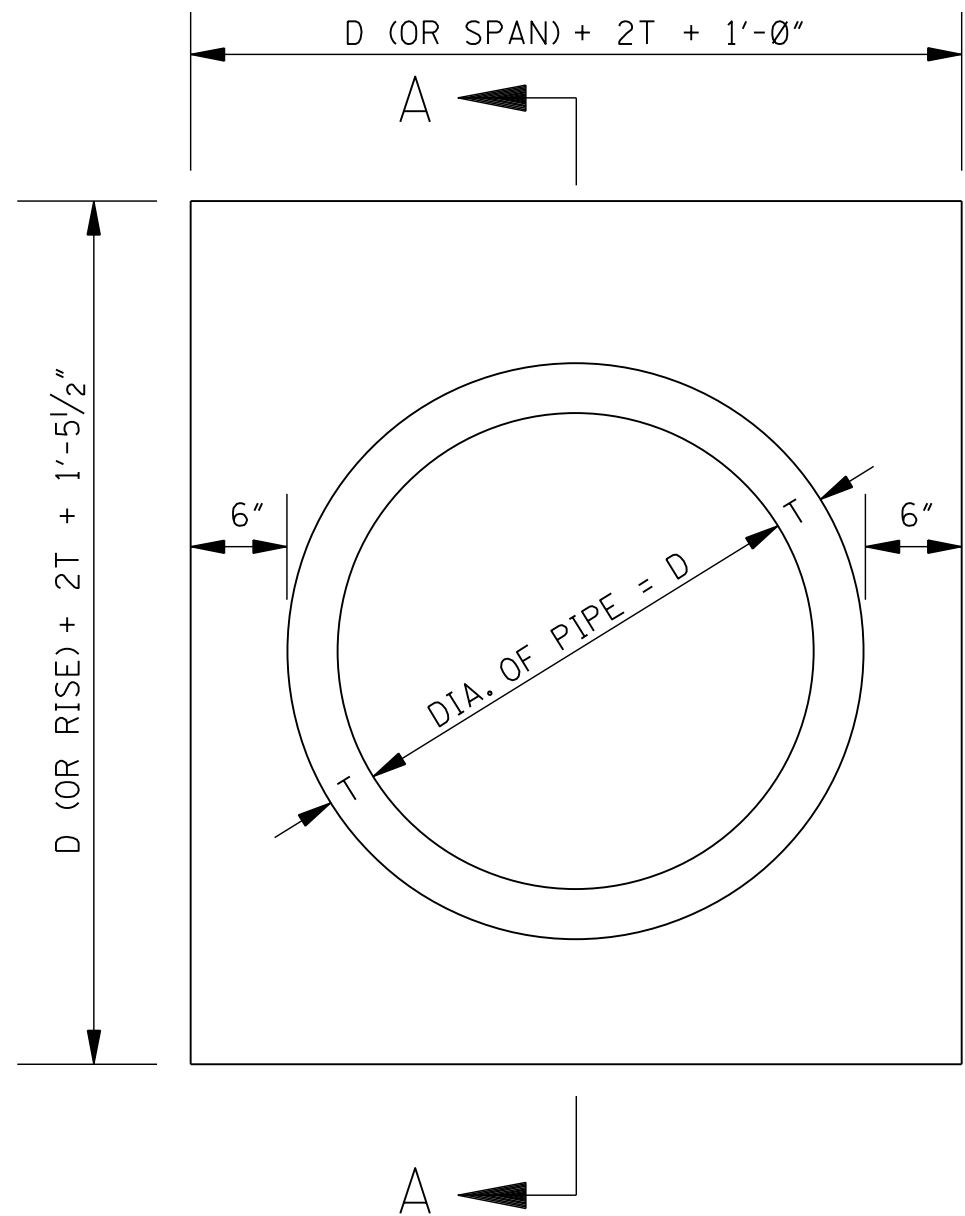
PLASTIC DRUM STRIPING DETAIL

1. PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF DRUMS SHALL BE CONSISTENT WITH MARKING STANDARDS FOR BARRICADE. THE PREDOMINANT COLOR ON DRUMS SHALL BE ORANGE WITH FOUR (4) RETROREFLECTIVE, HORIZONTAL, CIRCUMFERENTIAL STRIPES (2 ORANGE & 2 WHITE) 6" WIDE.
2. DRUMS SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.
3. WHERE PRACTICAL PLASTIC DRUMS SHOULD BE PLACED NO CLOSER THAN 3'-0" FROM THE EDGE OF TRAVELED LANE.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	
				DATE	HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS
				ISSUE DATE: AUGUST 01, 2017	
					MDOT MISSISSIPPI DEPARTMENT OF TRANSPORTATION WORKING NUMBER TCP-8 SHEET NUMBER 6358

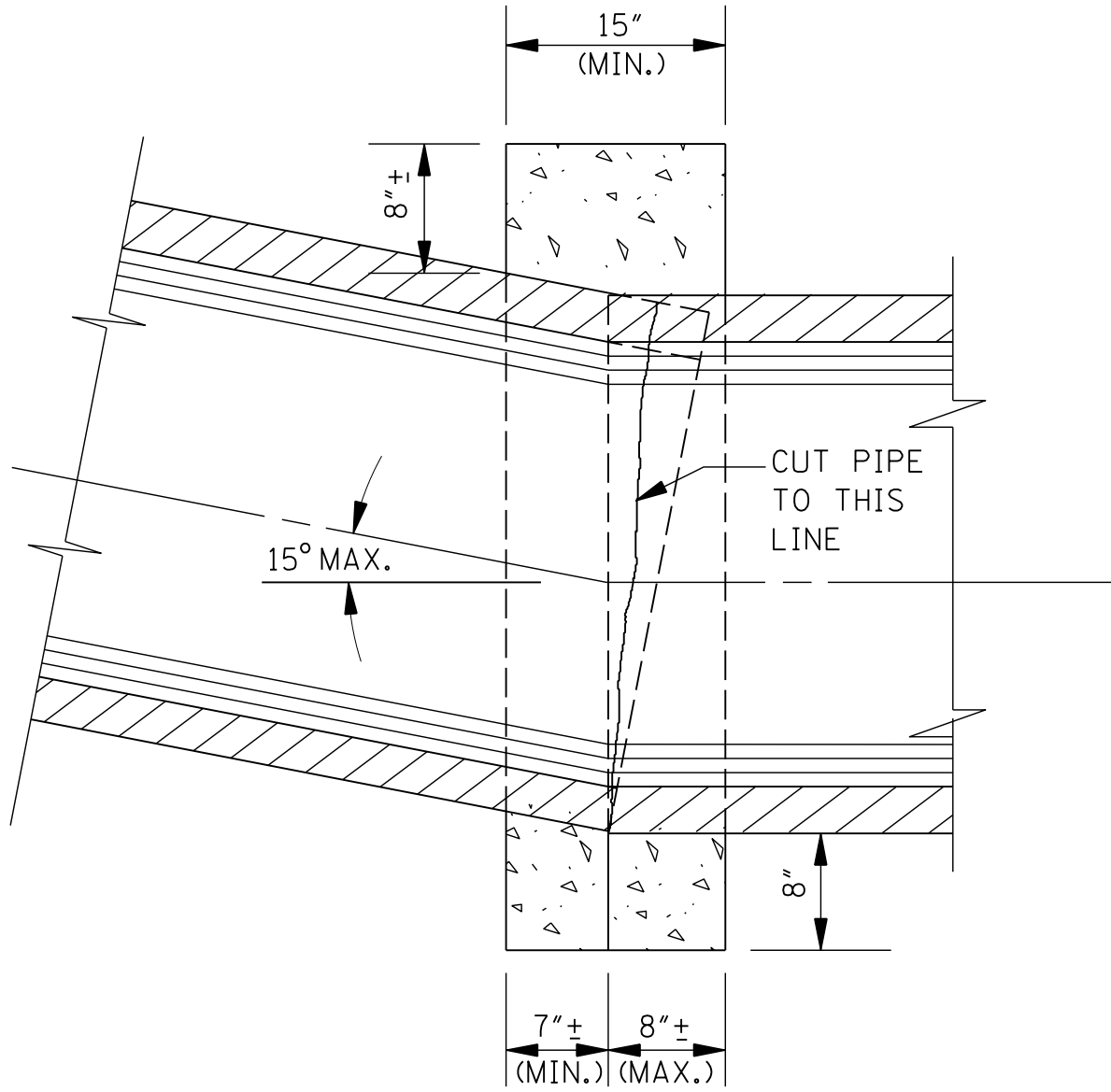


TYPICAL INSTALLATION FOR PIPE CULVERT WITH BROKEN FLOW LINE



ELEVATION OF CONCRETE COLLAR

NOTE: CIRCULAR PIPE IS SHOWN, ARCH PIPE IS SIMILAR.



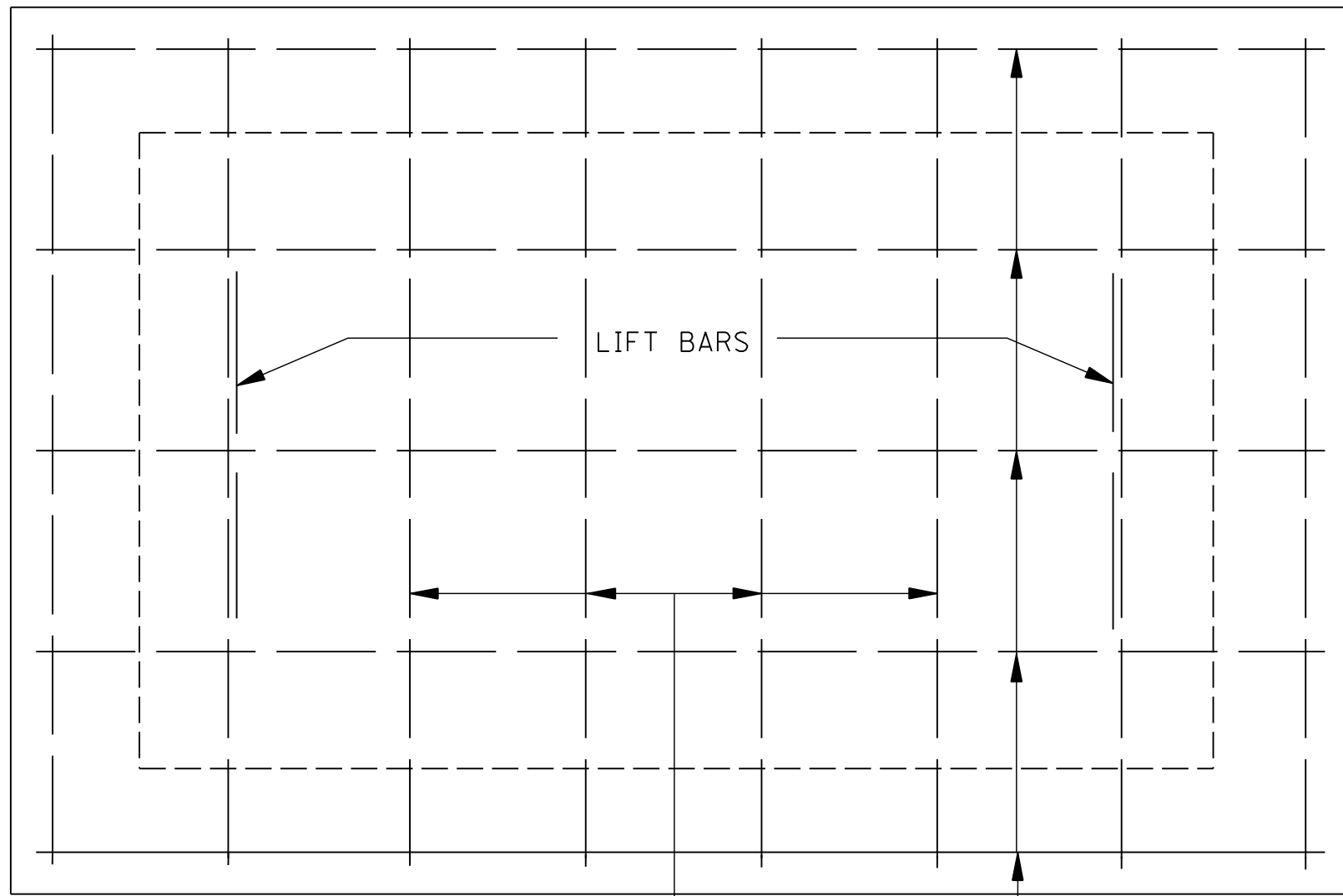
SECTION A-A

GENERAL NOTES:

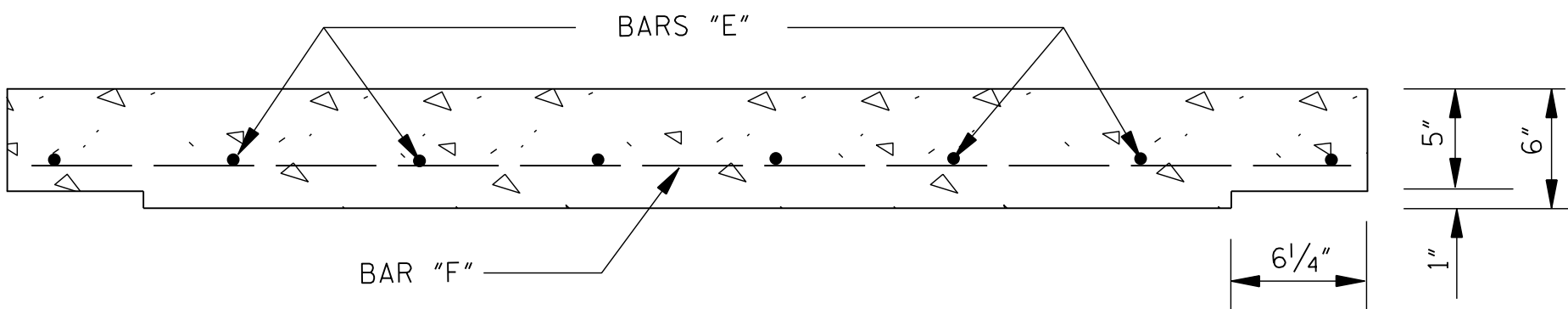
1. THE MAXIMUM BEND ANGLE IS 15 DEGREES.
2. THE FOLLOWING QUANTITIES SHALL BE THE BASIS FOR PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE:

QUANTITIES FOR CONCRETE COLLAR FOR PIPE CULVERTS			
CIRCULAR PIPE		ARCH PIPE	
DIA. OF PIPE	CLASS "B" CONCRETE (yd ³)	SIZE OF PIPE	CLASS "B" CONCRETE (yd ³)
12"	0.240		
15"	0.260	18 × 11	0.280
18"	0.320	22 × 13	0.310
24"	0.410	29 × 18	0.410
30"	0.510	36 × 23	0.490
36"	0.620	44 × 27	0.600
42"	0.730	51 × 31	0.690
48"	0.850	58 × 36	0.820
54"	0.980	65 × 40	0.920
60"	1.110	73 × 45	1.070
66"	1.248	88 × 54	1.366
72"	1.393		

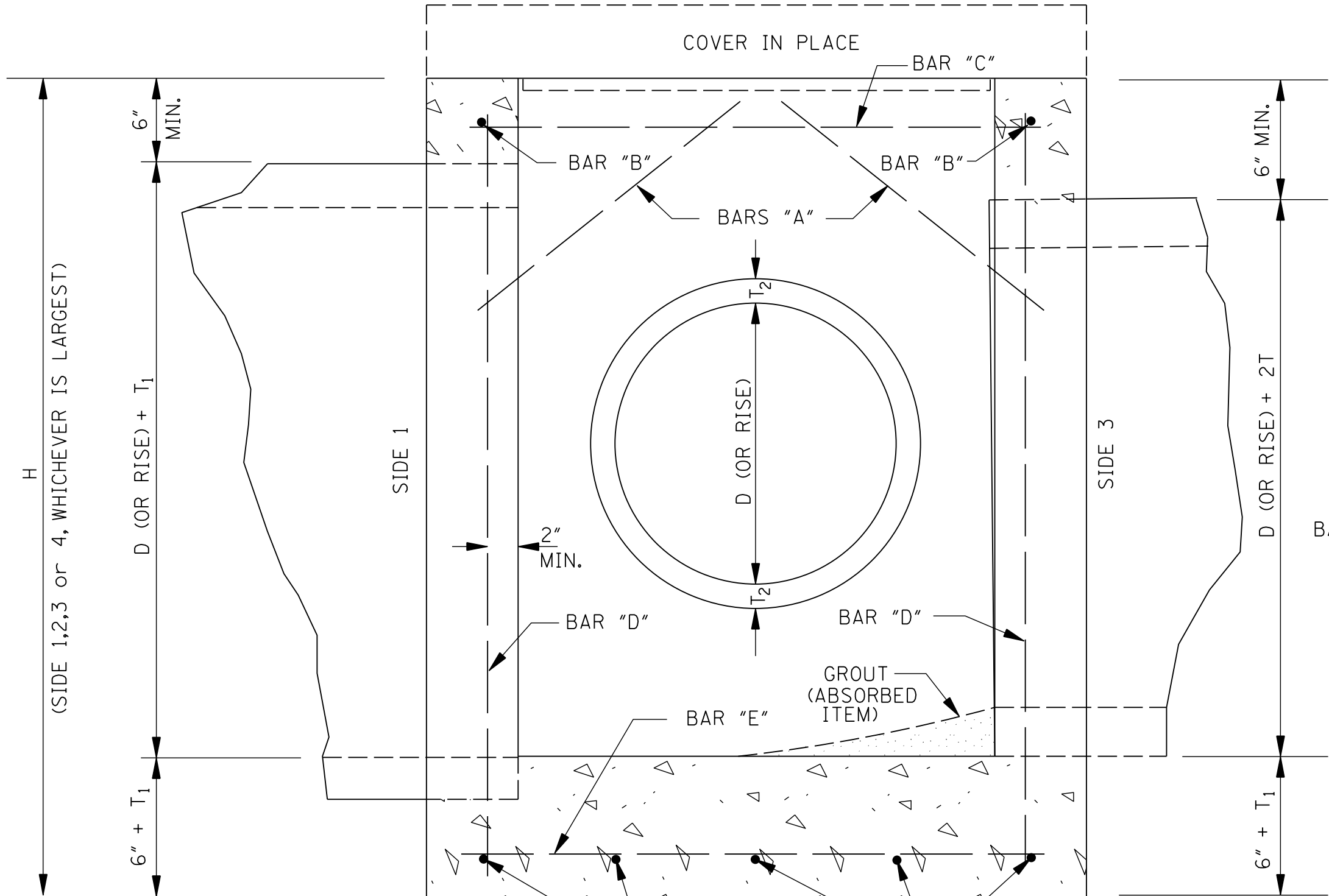
				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
				REVISION		
				DATE	ISSUE DATE: AUGUST 01, 2017	
					CONCRETE PIPE COLLAR	
					 WORKING NUMBER PC-1	
					SHEET NUMBER 6503	



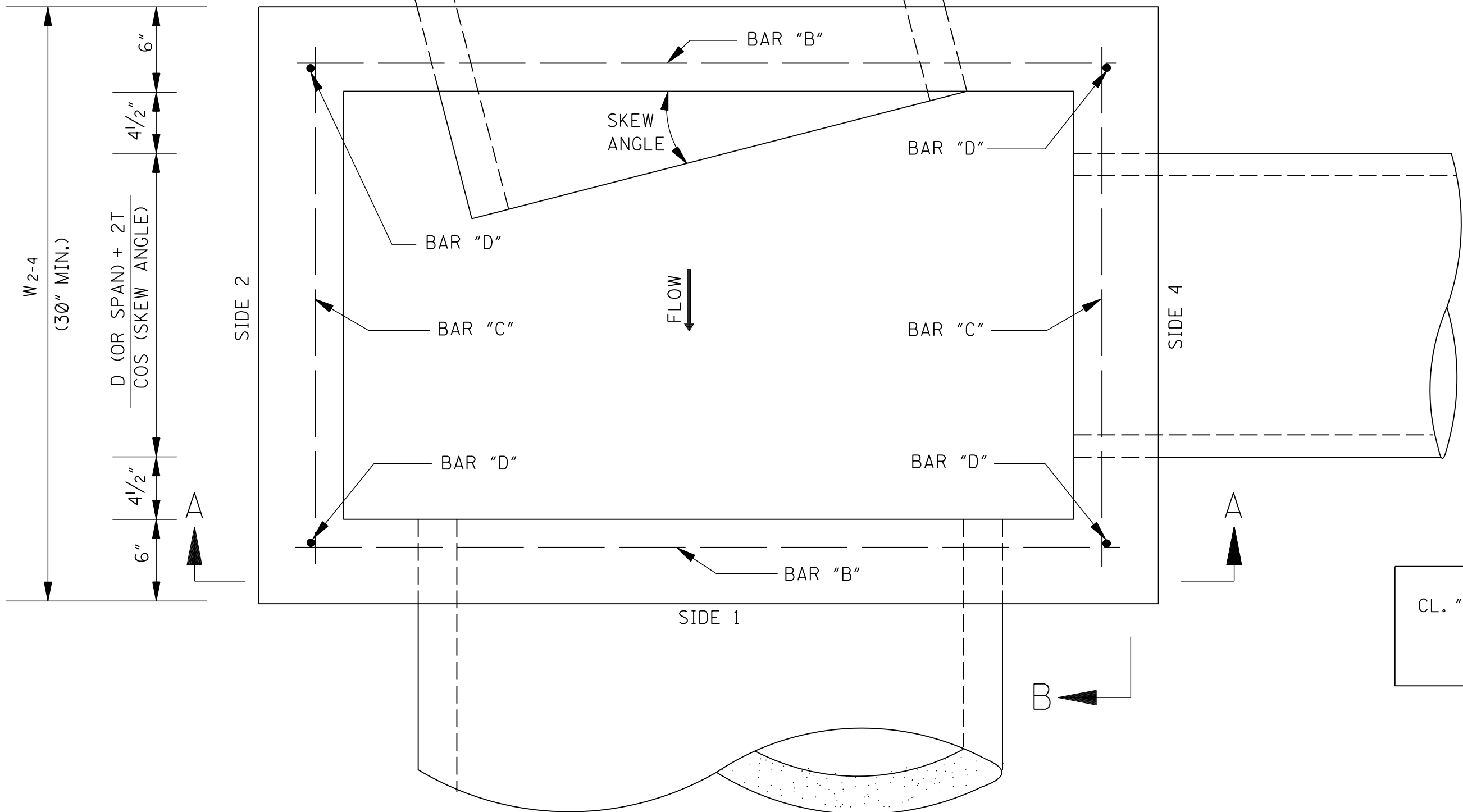
PLAN OF COVER



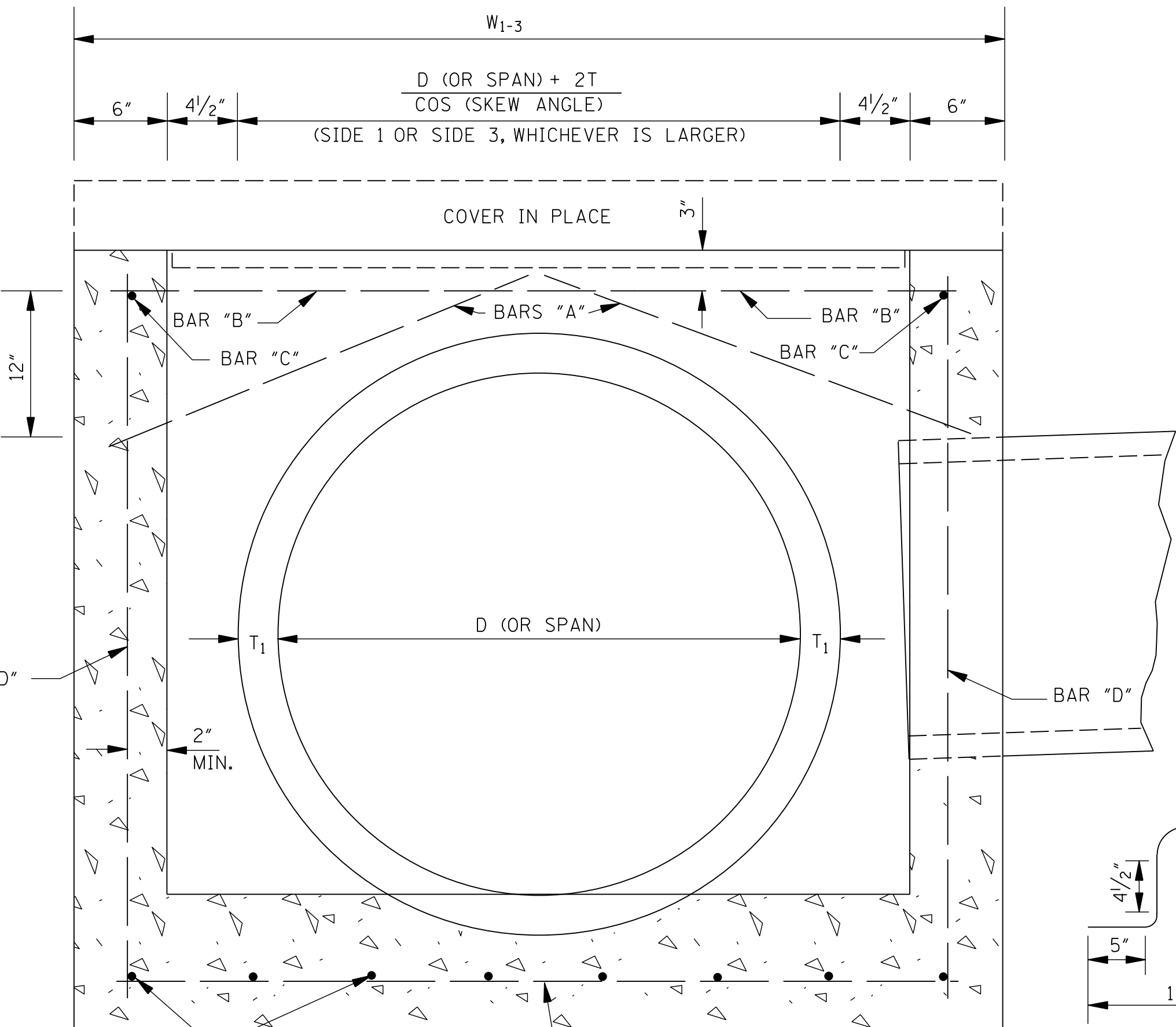
ELEVATION OF COVER



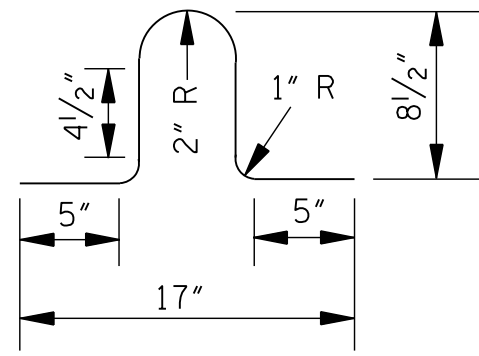
SECTION B-B



PLAN



SECTION A-A



LIFT BAR

NOTE: LIFT BAR TO BE FABRICATED FROM A #4 BAR 30" LONG. TWO LIFT BARS ARE REQUIRED. REINFORCING STEEL FOR 2 LIFT BARS = 3.3 lbs.

REINFORCING BAR LIST			
BAR	SIZE	NUMBER REQUIRED	LENGTH
A	#4	2 PER PIPE OPENING	$\sqrt{196^2 + \left(\frac{W^*}{2} + 2^*\right)^2}$
B	#4	2	$W_{1-3} - 6^*$
C	#4	2	$W_{2-4} - 6^*$
D	#4	4	$H - 6^*$
E	#4	$2 \left[\left(\frac{W_{1-3}}{9^*} \right)^{**} + 1 \right]$	$W_{2-4} - 4^*$
F	#4	$2 \left[\left(\frac{W_{2-4}}{9^*} \right)^{**} + 1 \right]$	$W_{1-3} - 4^*$

NOTE: VARIABLES AND DESIGNATIONS ARE AS FOLLOWS:
D (OR SPAN) = PIPE DIAMETER (OR SPAN)
W₁₋₃ = WIDTH OF SIDE 1 & SIDE 3
W₂₋₄ = WIDTH OF SIDE 2 & SIDE 4
W* = W₁₋₃ OR W₂₋₄ (SIDE OF ENTERING PIPE)
** = ROUND TO NEAREST WHOLE NUMBER

CL. "B" CONC. (yd³) = [(Q1 + Q2) / 46,656] - Σ PIPE OPENING DEDUCTIONS
WHERE: Q1 = [5"W₁₋₃W₂₋₄] + [1"(W₁₋₃ - 12.5"W₂₋₄ - 12.5") + [(T₁ + 6")W₁₋₃W₂₋₄]
Q2 = 12"[H - (T₁ + 6")][(W₁₋₃ - 12") + W₂₋₄]

COMMON PIPE SIZE		
CIRCULAR PIPE		
PIPE SIZE	T	PIPE OPENING DEDUCTION (yd ³)
18"	2 1/2"	0.053
24"	3"	0.091
30"	3 1/2"	0.138
36"	4"	0.196
42"	4 1/2"	0.263
48"	5"	0.340
54"	5 1/2"	0.427
60"	6"	0.524
66"	6 1/2"	0.630
72"	7"	0.747

ARCH PIPE		
PIPE SIZE	T	PIPE OPENING DEDUCTION (yd ³)
22" x 13"	2 1/2"	0.053
29" x 18"	3"	0.087
36" x 23"	3 1/2"	0.129
44" x 27"	4"	0.185
51" x 31"	4 1/2"	0.245
58" x 36"	5"	0.318
65" x 40"	5 1/2"	0.394
73" x 45"	6"	0.489

- GENERAL NOTES:
- REINFORCING STEEL QUANTITIES TO BE COMPUTED FROM BAR LIST AND SHOWN ELSEWHERE ON THE PLANS.
 - QUANTITIES FOR JUNCTION BOXES SHOWN ON THE PLANS WILL BE THE BASIS FOR PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE.
 - CONCRETE SHALL BE CLASS "B" AND REINFORCING STEEL SHALL BE DEFORMED BARS.
 - SIDE 1 OF THE JUNCTION BOX WILL ALWAYS BE THE OUTFLOW SIDE.
 - IF PIPES ARE SKEWED MORE THAN 15° OR IF SKEWED PIPES PRODUCE CONFLICTS WITH ANOTHER OPENING, THE PIPE SHALL BE BROKEN BACK TO THE WALL OF THE JUNCTION BOX.

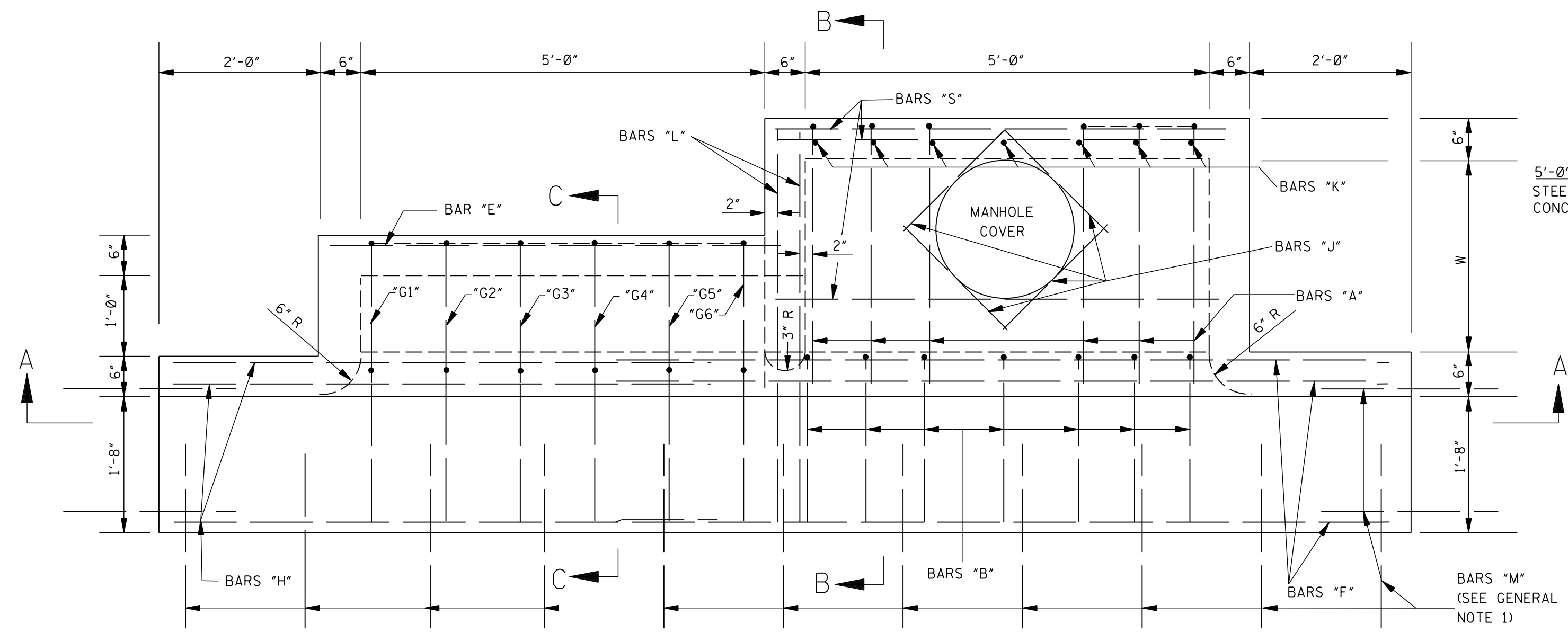
				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	
				DATE	ISSUE DATE: AUGUST 01, 2017

**JUNCTION BOX
FOR PIPE CULVERTS**

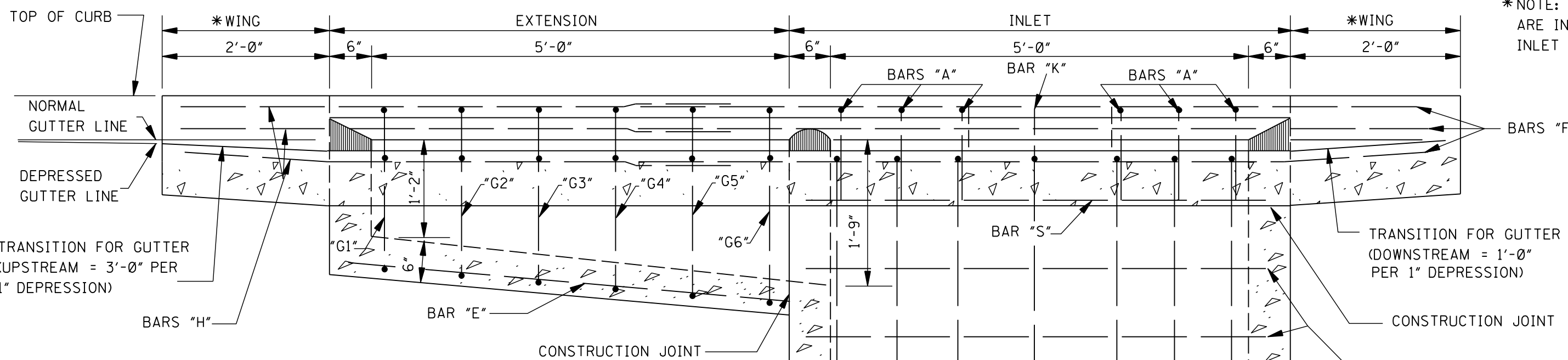
MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

WORKING NUMBER
JB-1

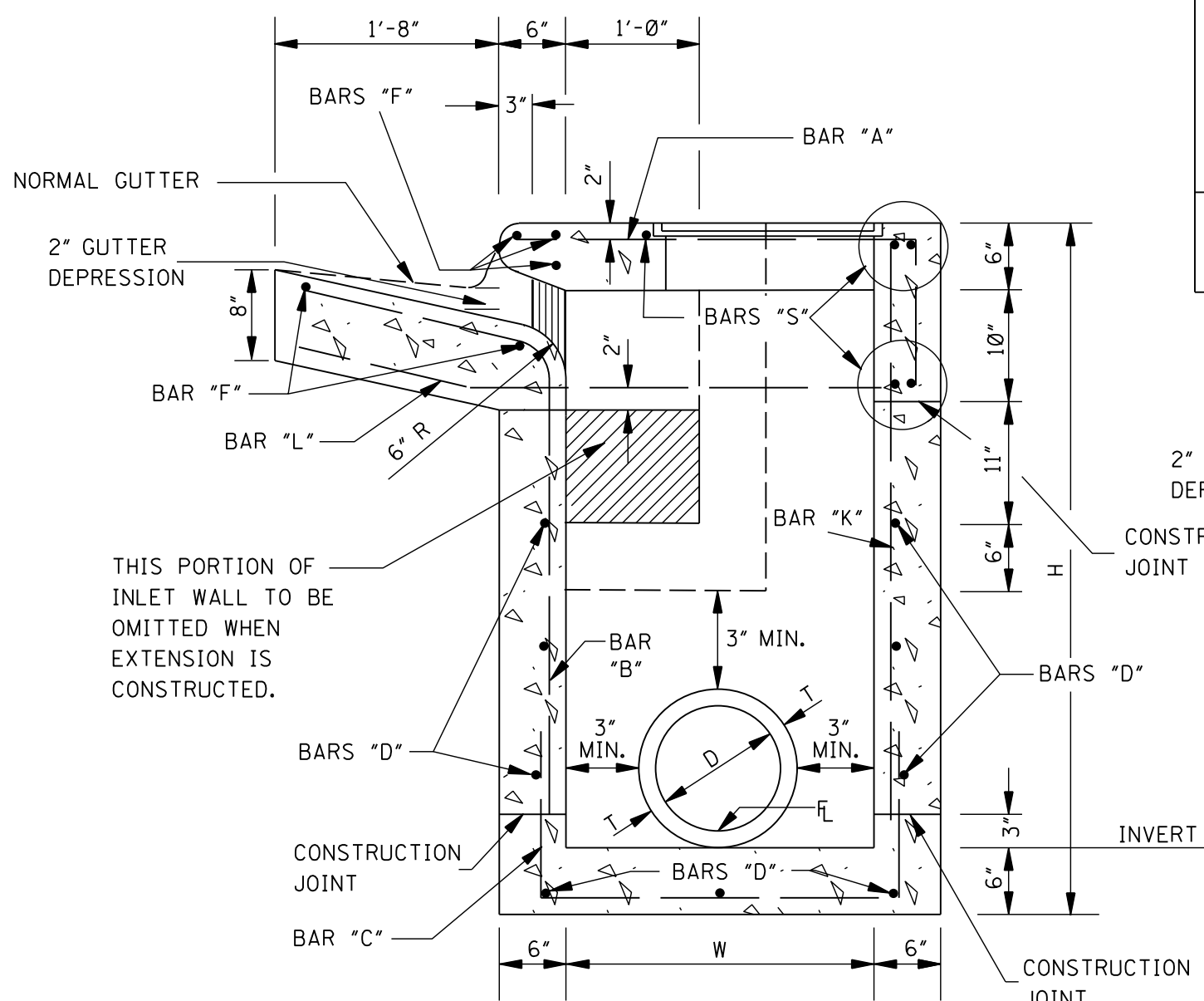
SHEET NUMBER
6504



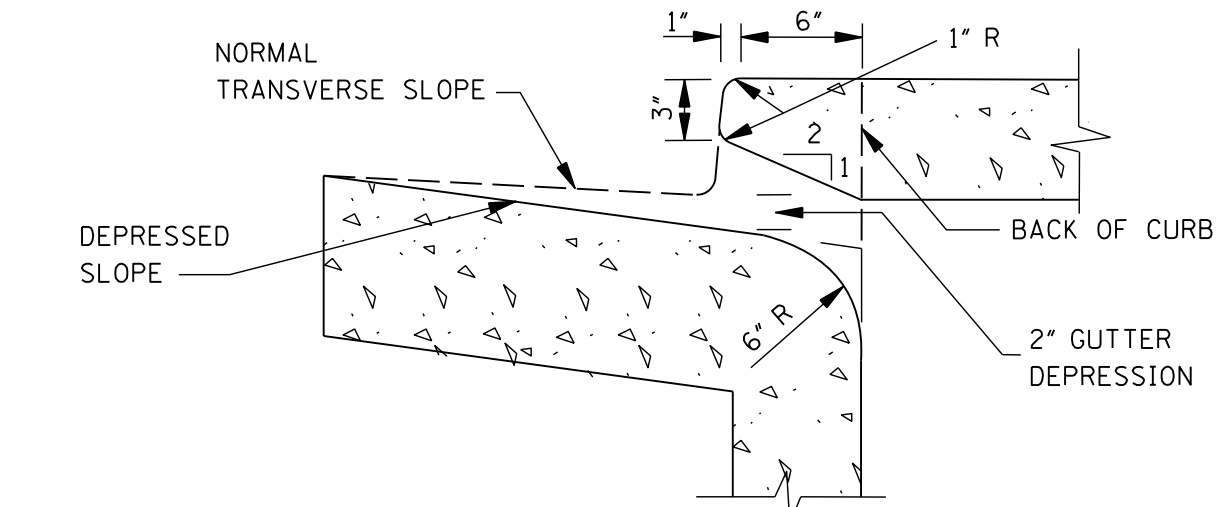
PLAN



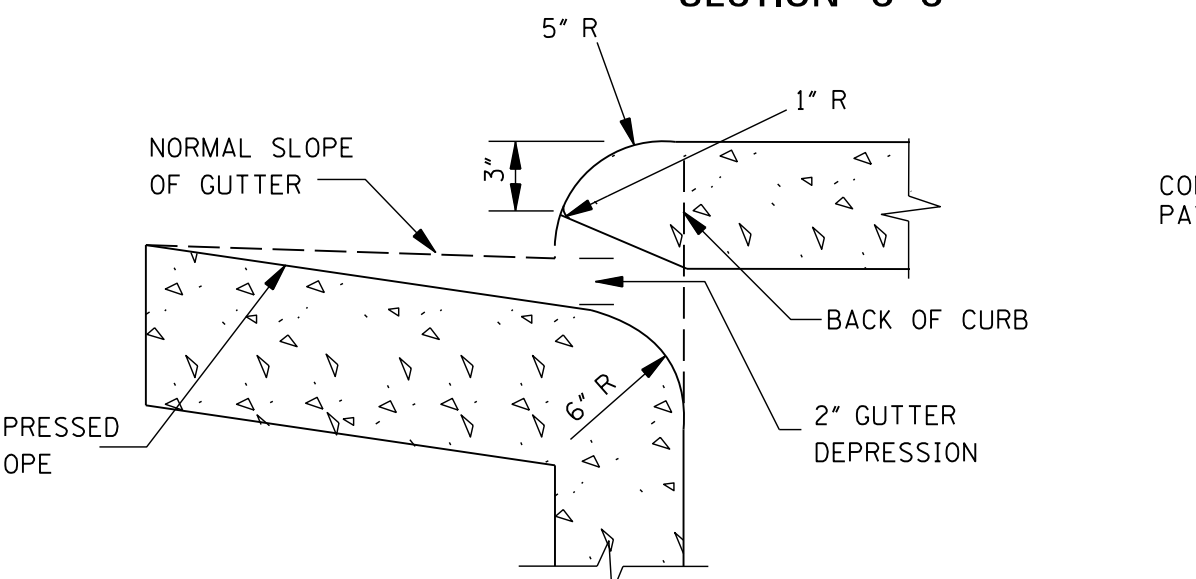
SECTION A-A



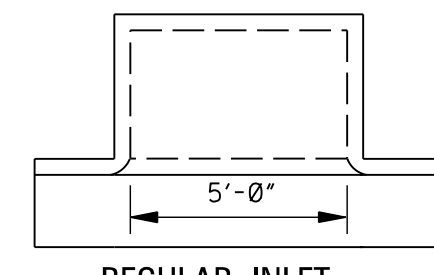
SECTION B-B



THROAT DETAIL OF BARRIER CURB

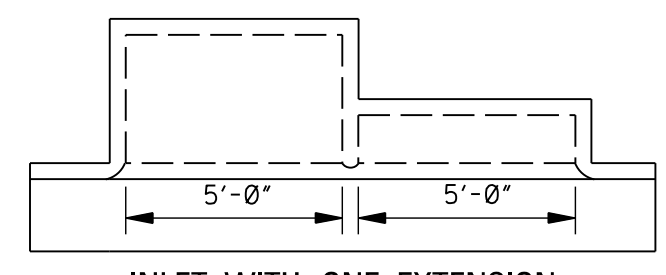


THROAT DETAIL OF ROLLED CURB



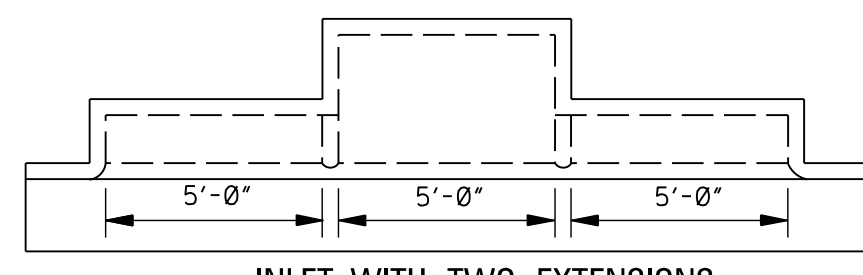
REGULAR INLET

5'-0" INLET
STEEL = 8.68W + 9.35Y + 3.79W' + 7.57H' + 121
CONC. = (WY + 5.5W + 6Y + 14.611)/27



INLET WITH ONE EXTENSION

10'-0" INLET
STEEL = 8.68W + 9.35Y + 3.79W' + 7.57H' + 231
CONC. = (WY + 5.5W + 6Y + 38.641)/27



INLET WITH TWO EXTENSIONS

15'-0" INLET
STEEL = 8.68W + 9.35Y + 3.79W' + 7.57H' + 341
CONC. = (WY + 5.5W + 6Y + 62.671)/27

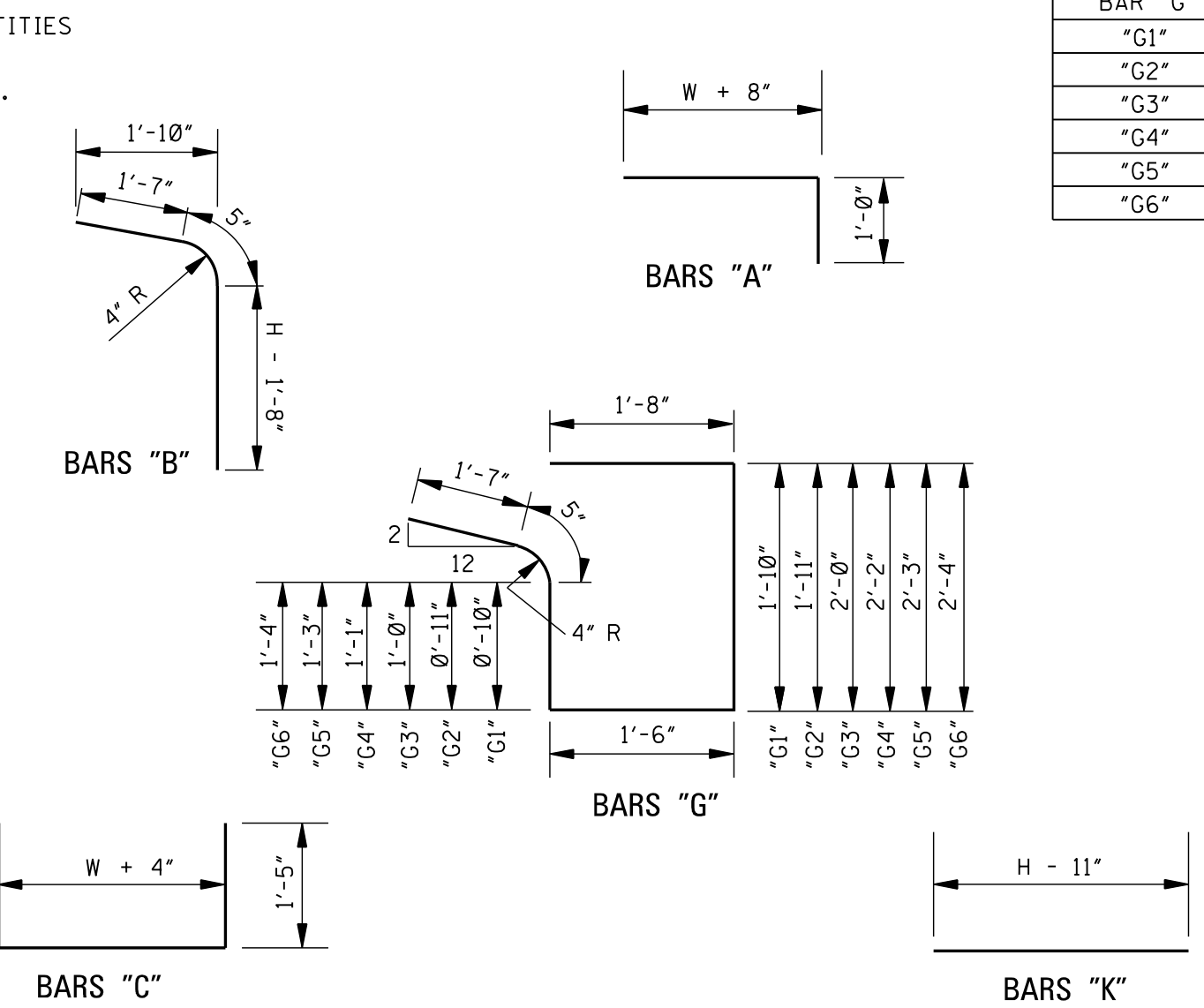
- NOTES:
1. W AND H ARE EXPRESSED IN DECIMAL FEET.
 2. W' = W ROUNDED TO NEAREST WHOLE FOOT.
 3. Y = (H-0.5).
 4. H' = (H - 2.08) ROUNDED TO NEAREST WHOLE FOOT.
 5. NO DEDUCTIONS ARE MADE FOR PIPE OPENINGS IN FORMULAS.

PLAN OF INLET AND EXTENSIONS

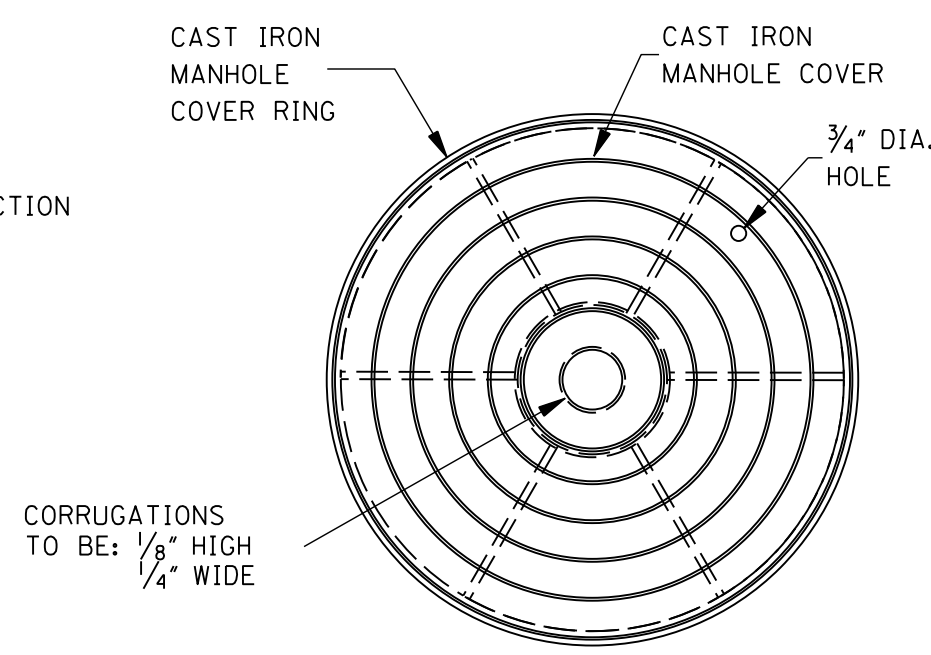
ADD. CONCRETE PER FOOT OF H		ADD. CONCRETE PER FOOT OF W	
W	yd ³ /ft	H	yd ³ /ft
2'-6"	0.315	3'-6"	0.315
3'-0"	0.333	4'-0"	0.333
3'-6"	0.352	4'-6"	0.352
4'-0"	0.371	5'-0"	0.370
4'-6"	0.389	5'-6"	0.389
5'-0"	0.408	6'-0"	0.408
5'-6"	0.426	6'-6"	0.426
6'-0"	0.445	7'-0"	0.445
6'-6"	0.463	7'-6"	0.463
7'-0"	0.481	8'-0"	0.482
		8'-6"	0.500

QUANTITIES FOR ONE EXTENSION					
BAR	SIZE	LENGTH	SPACING	NUMBER	WEIGHT
"E"	#4	5'-8"	AS SHOWN	3	11
"G"	#4	SEE SCHEDULE	0'-11"	6	34
"H"	#6	6'-9"	AS SHOWN	5	51
"L"	#6	4'-9"	AS SHOWN	2	14
TOTAL STEEL FOR ONE EXTENSION = 110 lbs					
TOTAL CONCRETE FOR ONE EXTENSION = 0.89 yd ³					
NOTE: WHERE EXTENSION IS USED WITH CONCRETE PAVEMENT, ADD 27 lbs OF STEEL FOR BARS "M".					

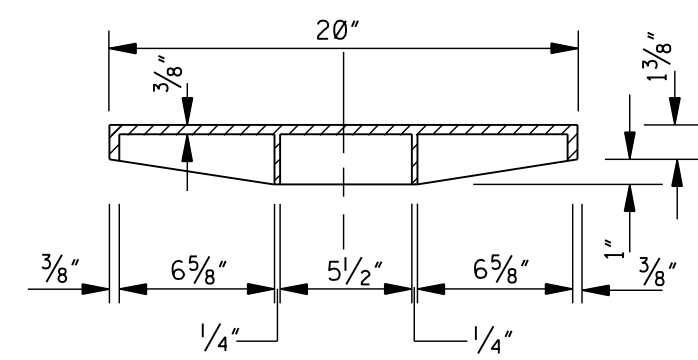
BAR "G" SCHEDULE	
BAR "G"	LENGTH
"G1"	7'-10"
"G2"	8'-0"
"G3"	8'-2"
"G4"	8'-5"
"G5"	8'-8"
"G6"	8'-10"



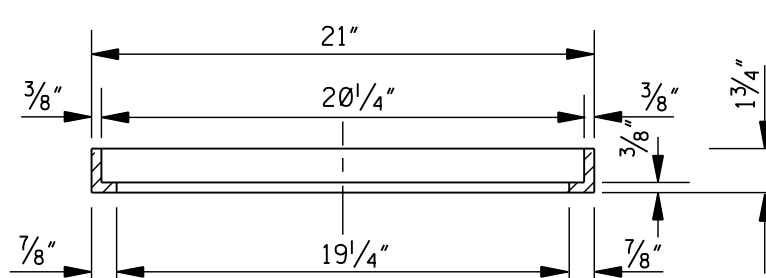
BAR DETAILS



PLAN



SECTION THRU MANHOLE COVER



SECTION THRU MANHOLE COVER RING

NOTE: WEIGHT OF RING & COVER = 79 lbs

W=2'-6"			BILL OF REINFORCING STEEL FOR 1-5'-0" INLET																* TOTAL STEEL	TOTAL CONC.
H	BAR "A" L = 4'-2" #4 @ 9"	BAR "C" L = 5'-8" #4 @ 9"	BAR "S" L = 5'-8" #4 @ 12"	BAR "D" L = 5'-8" #4 @ 12"	BAR "F" L=9'-8" #6	BAR "J" L=2'-3" #4	BAR "B" #4 @ 9"	BAR "K" #4 @ 9"	LGTH.	NO.	lbs	LGTH.	NO.	lbs	lbs	yd3				
3'-6"	6	17	7	27	5	19	5	19	5	73	4	6	3'-10"	7	18	2'-7"	7	12	190	1.99
4'-0"	6	17	7	27	5	19	7	26	5	73	4	6	4'-4"	7	20	3'-1"	7	14	202	2.15
4'-6"	6	17	7	27	5	19	7	26	5	73	4	6	4'-10"	7	23	3'-7"	7	17	207	2.31
5'-0"	6	17	7	27	5	19	9	34	5	73	4	6	5'-4"	7	25	4'-1"	7	19	219	2.47
5'-6"	6	17	7	27	5	19	9	34	5	73	4	6	5'-10"	7	27	4'-7"	7	21	224	2.62
6'-0"	6	17	7	27	5	19	11	42	5	73	4	6	6'-4"	7	30	5'-1"	7	24	238	2.78
6'-6"	6	17	7	27	5	19	11	42	5	73	4	6	6'-10"	7	32	5'-7"	7	26	240	2.94
7'-0"	6	17	7	27	5	19	13	49	5	73	4	6	7'-4"	7	34	6'-1"	7	28	253	3.10
7'-6"	6	17	7	27	5	19	13	49	5	73	4	6	7'-10"	7	37	6'-7"	7	31	257	3.25

W=3'-0"				BILL OF REINFORCING STEEL FOR 1-5'-0" INLET																* TOTAL STEEL	TOTAL CONC.
H	BAR "A" L = 4'-8" #4 @ 9"	BAR "C" L = 6'-2" #4 @ 9"	BAR "S" L = 5'-8" #4 @ 12"	BAR "D" L = 5'-8" #4 @ 12"	BAR "F" L=9'-8" #6	BAR "J" L=2'-3" #4	BAR "B" #4 @ 9"	BAR "K" #4 @ 9"	LGTH.	NO.	lbs	LGTH.	NO.	lbs	lbs	yd ³					
3'-6"	6	19	7	29	5	19	5	19	5	73	4	6	3'-10"	7	18	2'-7"	7	12	194	2.15	
4'-0"	6	19	7	29	5	19	7	26	5	73	4	6	4'-4"	7	20	3'-1"	7	14	206	2.32	
4'-6"	6	19	7	29	5	19	7	26	5	73	4	6	4'-10"	7	23	3'-7"	7	17	211	2.49	
5'-0"	6	19	7	29	5	19	9	34	5	73	4	6	5'-4"	7	25	4'-1"	7	19	223	2.65	
5'-6"	6	19	7	29	5	19	9	34	5	73	4	6	5'-10"	7	27	4'-7"	7	21	228	2.82	
6'-0"	6	19	7	29	5	19	11	42	5	73	4	6	6'-4"	7	30	5'-1"	7	24	240	2.99	
6'-6"	6	19	7	29	5	19	11	42	5	73	4	6	6'-10"	7	32	5'-7"	7	26	245	3.15	
7'-0"	6	19	7	29	5	19	13	49	5	73	4	6	7'-4"	7	34	6'-1"	7	28	257	3.32	
7'-6"	6	19	7	29	5	19	13	49	5	73	4	6	7'-10"	7	37	6'-7"	7	31	262	3.49	

W=3'-6"			BILL OF REINFORCING STEEL FOR 1-5'-0" INLET																	* TOTAL STEEL	TOTAL CONC.
H	BAR "A" L = 5'-2" #4 @ 9"		BAR "C" L = 6'-8" #4 @ 9"		BAR "S" L = 5'-8" #4 @ 12"		BAR "D" L = 5'-8" #4 @ 12"		BAR "F" L=9'-8" #6		BAR "J" L=2'-3" #4		BAR "B" #4 @ 9"		BAR "K" #4 @ 9"		NO.	lbs	yd ³		
3'-6"	6	21	7	31	5	19	6	23	5	73	4	6	3'-10"	7	18	2'-7"	7	12	202	2.31	
4'-0"	6	21	7	31	5	19	8	30	5	73	4	6	4'-4"	7	20	3'-1"	7	14	214	2.49	
4'-6"	6	21	7	31	5	19	8	30	5	73	4	6	4'-10"	7	23	3'-7"	7	17	219	2.66	
5'-0"	6	21	7	31	5	19	10	38	5	73	4	6	5'-4"	7	25	4'-1"	7	19	231	2.84	
5'-6"	6	21	7	31	5	19	10	38	5	73	4	6	5'-10"	7	27	4'-7"	7	21	236	3.01	
6'-0"	6	21	7	31	5	19	12	45	5	73	4	6	6'-4"	7	30	5'-1"	7	24	248	3.19	
6'-6"	6	21	7	31	5	19	12	45	5	73	4	6	6'-10"	7	32	5'-7"	7	26	253	3.37	
7'-0"	6	21	7	31	5	19	14	53	5	73	4	6	7'-4"	7	34	6'-1"	7	28	265	3.54	
7'-6"	6	21	7	31	5	19	14	53	5	73	4	6	7'-10"	7	37	6'-7"	7	31	270	3.72	

- * NOTE: WHERE INLET IS USED WITH CONCRETE PAVEMENT, ADD 73 lbs OF STEEL FOR BARS "M".
- GENERAL NOTES:
1. WHERE INLET OR INLET WITH EXTENSION(S) IS USED WITH CONCRETE PAVEMENT WITH INTERGRAL CURB, THE PAVEMENT SHALL BE BLOCKED OUT TO THE DIMENSIONS AS SHOWN FOR THE GUTTER PORTION OF THE INLET OR INLET WITH EXTENSIONS(S). THE PORTION BLOCKED OUT SHALL BE PLACED INTEGRAL WITH THE TOP OF THE INLET OR INLET WITH EXTENSIONS(S). #8 DEFORMED BARS 30" LONG SHALL BE PLACED ON 18" CENTERS AT THE CENTER OF THE PAVEMENT. THESE BARS SHALL EXTEND INTO THE GUTTER PORTION OF THE INLET OR INLET WITH EXTENSIONS(S) 15". THE CONSTRUCTION JOINT BETWEEN THE CONCRETE PAVEMENT AND THE INLET OR INLET WITH EXTENSION(S) SHALL BE A KEYED JOINT AS SHOWN. A SMOOTH CONSTRUCTION JOINT WILL NOT BE PERMITTED. QUANTITIES FOR BLOCKED OUT AREA OF PAVEMENT SHALL BE INCLUDED IN QUANTITIES FOR INLET OR INLET WITH EXTENSIONS(S).
 2. THE QUANTITIES SHOWN, MINUS VOLUMETRIC DISPLACEMENT OF CONCRETE BY PIPE CULVERTS THROUGH INLET WALLS, WILL BE USED AS THE BASIS OF FINAL PAYMENT UNLESS THIS PLAN IS MODIFIED.
 3. FOR CONVENIENCE, DEPTHS OF INLETS SHOWN IN ABOVE TABLE ARE INCREMENTS OF 6". BUT ANY DEPTHS OTHER THAN THESE SHOWN MAY BE USED WHEREVER DEEMED NECESSARY. QUANTITIES FOR OTHER DEPTHS, FALLING WITHIN THE LIMITS OF THE TABLE, MAY BE FOUND BY INTERPOLATION.
 4. FIELD CUT AND BEND BARS AS NECESSARY TO ACCOMMODATE STORM SEWER. NO DEDUCTIONS ARE TO BE MADE IN STEEL QUANTITIES.
 5. WHERE INLET IS BEING USED ADJACENT TO SIDEWALK, REFER TO OTHER SHEETS FOR TOP DETAIL.

BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION
REVISION	ROADWAY DESIGN DIVISION
DATE	STANDARD PLAN
	STORM SEWER INLET
	TYPE SS-2
	WORKING NUMBER
	SS-2
	SHEET NUMBER
	6524
	ISSUE DATE: AUGUST 01, 2017



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Marybeth Bergin, Director of Transportation and Engineering
cc:
Date: Tuesday, March 3, 2026
Re: Approve plans and specifications for the Fourth Street Pathway Project, N 38th Ave to Thornhill Dr (HPP-8750-00(004)LPA/105845-802000) and authorize advertisement for bids contingent upon MDOT approval to advertise.
File Number: 2026-148
Minute Book #

Summary

Approve plans and specifications for the Fourth Street Pathway Project, N 38th Ave to Thornhill Dr (HPP-8750-00(004)LPA/105845-802000) and authorize advertisement for bids contingent upon MDOT approval to advertise.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 3, 2026 City Council meeting for consideration.

PLAN STAGE	DATE PRINTED
☒ FIELD REVIEW	10/14/2022
☒ OFFICE REVIEW	08/14/2024
☒ PS&E	12/03/2024
☐ STREET READY	

FOURTH STREET IMPROVEMENTS - PHASE III

FEDERAL AID PROJECT NO. HPP-8750-00(004)LPA / 105845-802000
CITY OF HATTIESBURG

FORREST COUNTY

SCALES

PLAN	1 IN. = 10 FT.
PROFILE {	HOR. 1 IN. = 10 FT.
	VERT. 1 IN. = 5 FT.
LAYOUT	1 IN. = 40 FT.

MAYOR

TOBY BARKER

CHIEF ADMINISTRATIVE OFFICER

ANN JONES

ENGINEERING DIRECTOR

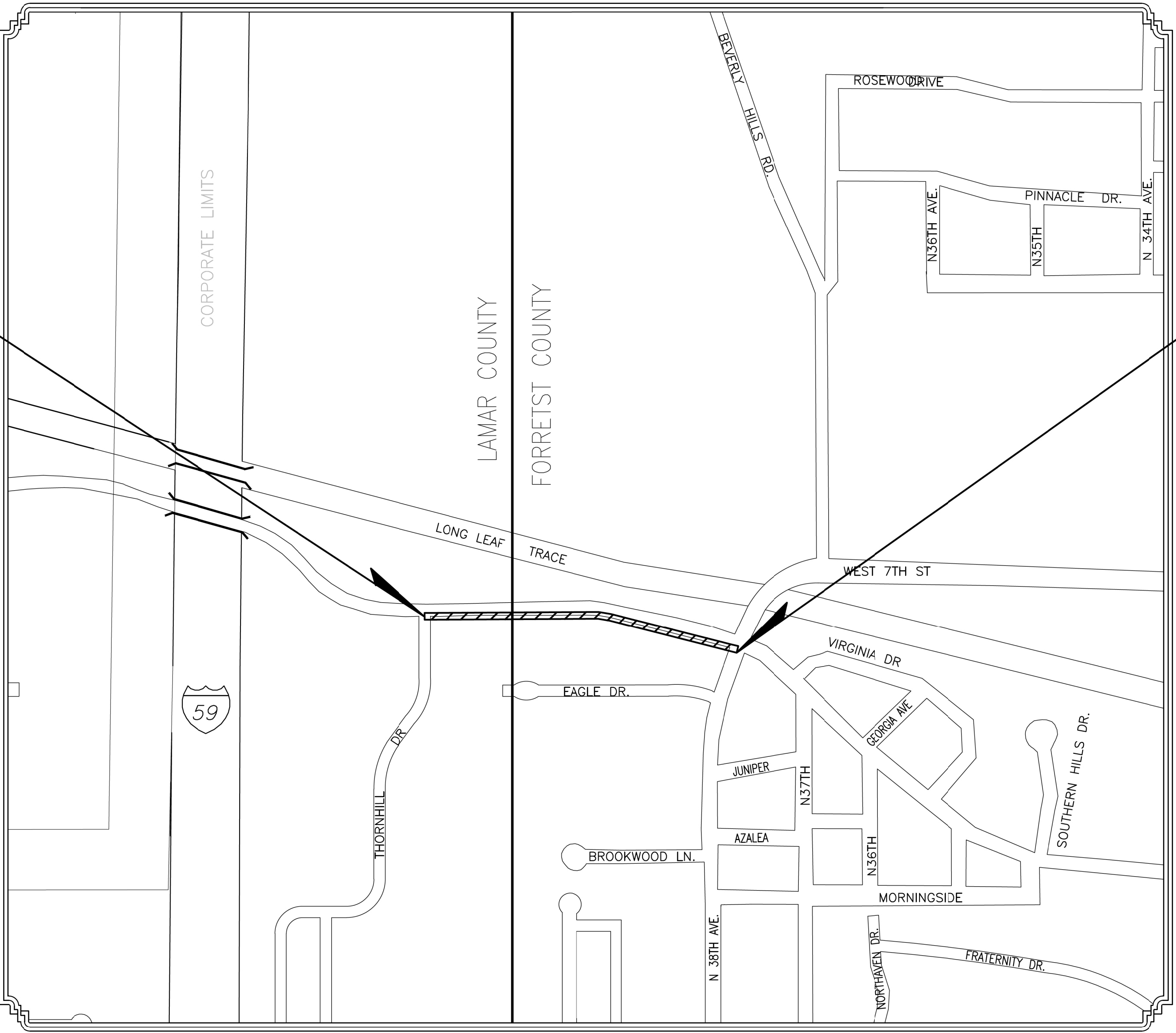
MARYBETH BERGIN, P.E.

COUNCIL MEMBERS

JEFFREY GEORGE	WARD 1
DEBORAH D. DELGADO	WARD 2
CARTER CARROLL	WARD 3
DAVE WARE	WARD 4
NICHOLAS BROWN	WARD 5

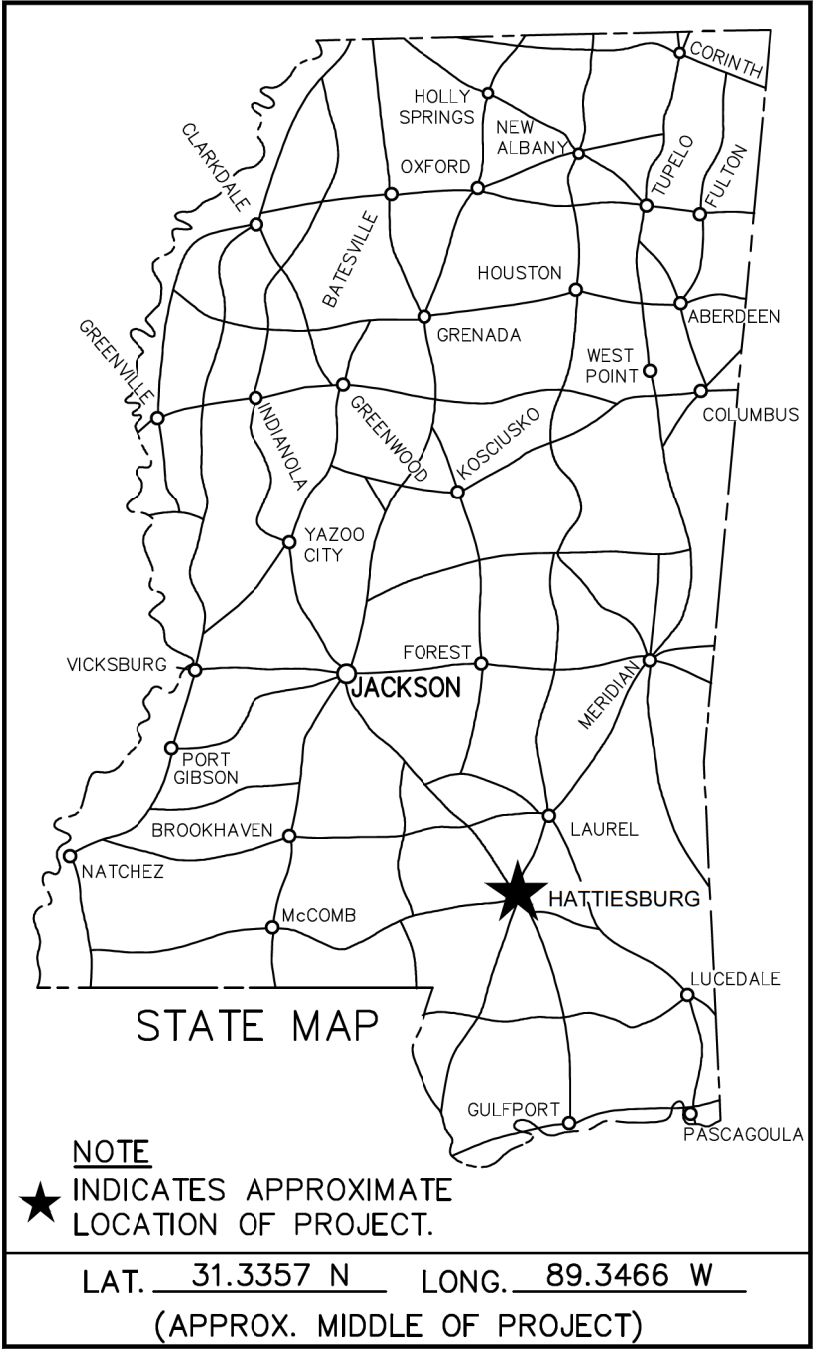
UTILITIES

CITY OF HATTIESBURG	- (601) 545-4530
MISSISSIPPI POWER	- (601) 426-4800
AT&T	- (601) 310-0704
SPIRE GAS	- (601) 549-9071
XFINITY (COMCAST)	- (601) 874-1213
CSPIRE	- (601) 624-4026



VICINITY MAP PROJECT LOCATION LENGTH DATA

LENGTH OF ROADWAY	0 FT.	0 MI.
LENGTH OF BRIDGES	0 FT.	0 MI.
LENGTH OF PROJECT (NET)	1440 FT.	0.273 MI.
LENGTH OF EXCEPTIONS	0.00 FT.	0.000 MI.
LENGTH OF PROJECT (GROSS)	1440 FT.	0.273 MI.



DESIGN CONTROL		
35 MPH	=	V (SPEED DESIGN)
ADT (2021) = 15,000	:	ADT (2031) = 16,300
DHV =	:	D = % T = %
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, CNOI SUBMITTED BY LPA (DISTURBED AREA = 5 ACRES +)	
S	REQUIRED, SCNOI TO BE SUBMITTED BY CONTRACTOR (1 TO 4.99 ACRES +)	
N	NO STORMWATER PERMIT REQUIRED (<1 ACRE)	

PREPARED BY :

NEEL-SCHAFFER
Solutions you can build upon



GEOFFREY P. CROSBY, P.E.
MISSISSIPPI LICENSE NO. 19984

GENERAL NOTES

1. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION. IN ADDITION, THE CONTRACTOR SHALL NOTIFY THE USM PROJECT COORDINATOR AT LEAST TWO WEEKS IN ADVANCE OF WORK WITHIN EACH AREA SO THAT USM UTILITIES CAN BE FIELD LOCATED. USM UTILITIES SHALL BE FIELD LOCATED BASED ON THEIR KNOWLEDGE. ALL DAMAGES TO EXISTING UTILITIES (INCLUDING IRRIGATION) WILL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. IRRIGATION CONFLICT AREAS WILL BE IDENTIFIED BY USM UPON REQUEST (AS MENTIONED ABOVE).

2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, APRONS, SIDEWALK, IRRIGATION, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.

3. THE CONTRACTOR SHALL AVOID DAMAGING TREES AND SHRUBBERY UNLESS NOTED IN THE PLANS TO BE REMOVED. ALL DAMAGED PLANT MATERIAL NOT NOTED TO BE REMOVED SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

4. IMPROVEMENTS SHOWN ON THESE PLANS ARE IN APPROXIMATE LOCATIONS. ALL IMPROVEMENTS SHALL BE FIELD LOCATED BY THE CONTRACTOR WITH FIELD STAKED LOCATIONS APPROVED BY THE ENGINEER TO VERIFY PROPER PLACEMENT, ETC. THE CONTRACTOR SHALL FIELD STAKE PROPOSED IMPROVEMENT LOCATIONS A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO REVIEW BY THE ENGINEER.

5. ALL SIGNS AND TRAFFIC CONTROL DEVICES USED ON THIS PROJECT SHALL COMPLY WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).

6. WORK ON STRUCTURES FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PLACE WHAT BRACING, SHORING, OR GROUND SUPPORT SYSTEMS THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT PERSONS WORKING NEAR THE EXCAVATION.

7. UNDERGROUND, DRILLED OR JACKED CONDUIT SHALL BE INSTALLED AT A MINIMUM DEPTH OF THREE FEET UNLESS OTHERWISE DIRECTED BY THE ENGINEER. TRENCHED CONDUIT SHALL BE INSTALLED AT A MINIMUM DEPTH OF THREE FEET UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

8. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING GRADES AND MAKING ADJUSTMENTS AS NECESSARY WITH THE APPROVAL OF THE PROJECT ENGINEER.

9. THE CONTRACTOR SHALL COORDINATE WITH THE RESPECTIVE UTILITY COMPANIES FOR LOCATION OF EXISTING POWER, TELEPHONE, AND CABLE TV UTILITIES. DEPTH OF UNDERGROUND UTILITIES IS NOT KNOWN. THE CONTRACTOR IS REQUIRED TO DO TEST EXCAVATIONS IN AREAS WITH POTENTIAL CONFLICTS TO DETERMINE DEPTH OF UNDERGROUND UTILITIES.

10. ANY AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED BY THE CONTRACTOR (TO INCLUDE GRASSING AND SITE GRADING) AS DIRECTED BY THE ENGINEER. THIS INCLUDES AREAS DAMAGED OR DISTURBED BY THE CONTRACTOR'S VEHICLES OR EQUIPMENT OUTSIDE OF THE PROJECT AREA. CONTRACTOR SHALL PROVIDE TEMPORARY EROSION CONTROL FOR DISTURBED AREAS UNTIL THEY HAVE BEEN GRASSED AND GROWTH ESTABLISHED (COST ABSORBED).

11. EXISTING LIGHTING (TO REMAIN AND TO BE REMOVED) SHALL REMAIN IN PLACE AND OPERABLE UNTIL PROPOSED LIGHTING IS IN PLACE AND OPERABLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REPAIRS TO THE EXISTING LIGHTS, CIRCUITS AND ASSOCIATED COMPONENTS TO ENSURE NIGHT LIGHTING IS AVAILABLE EACH NIGHT DURING CONSTRUCTION (COST ABSORBED).

12. APPROXIMATE LOCATIONS OF LIGHTING ASSEMBLIES, IRRIGATION CONTROLLERS, SPRINKLER HEADS, VALVES, HOSEBIBS, RECEPTACLES, ELECTRICAL & CONTROL PANELS, BRICK, LANDSCAPING, ETC. ARE SHOWN ON THE DRAWINGS. EXACT INSTALLATION LOCATION OF IMPROVEMENTS SHALL BE STAKED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE PRIOR TO THE CONSTRUCTION OF THE IMPROVEMENTS.

13. ALL RAISED ROADSIDE APPURTENANCES TO BE PLACED A MINIMUM OF 2' BEHIND FACE OF CURB UNLESS OTHERWISE SPECIFIED ON PLANS.

14. CONTRACTOR IS RESPONSIBLE FOR HAVING UTILITIES LOCATED PRIOR TO ANY DIGGING OR EXCAVATION ACTIVITIES. CONTRACTORS SHALL MAKE EVERY EFFORT TO PROTECT EACH PRIVATE UTILITY ENCOUNTERED AND COORDINATE ADJUSTMENTS AND/OR UTILITY RELOCATIONS WITH UTILITY OWNERS. ANY DAMAGES TO UTILITIES SHALL BE REPLACED/REPAIRED AT THE CONTRACTORS EXPENSE.

15. ALL IMPROVEMENTS DESIGNATED WITHIN THE PROJECT SITE INCLUDING, BUT NOT LIMITED TO: DRAINAGE PIPE, CONCRETE, UNDERGROUND/ABOVE GROUND UTILITIES, PAVEMENT, & DEBRIS SHALL BE REMOVED FROM THE PROJECT SITE AND PROPERLY DISPOSED, UNLESS DIRECTED OTHERWISE BY THE OWNER OR INDICATED TO BE SALVAGED.
16. ALL PIPE SHALL BE GRADED TO LINES AND ELEVATIONS AS SHOWN. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO STAKEOUT THE CONSTRUCTION AND ESTABLISH LINES FOR WORK AND VERIFY ALL DIMENSIONS.

17. ALL CONNECTIONS TO EXISTING UTILITIES AND ALL UTILITY INSTALLATIONS SHALL BE IN COMPLIANCE WITH REQUIREMENTS OF APPROPRIATE JURISDICTIONAL AGENCIES.

18. IF IT IS NECESSARY TO HOLD ANY UTILITY POLES, THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY. ANY FEE OR CHARGE FOR THIS SERVICE SHALL BE COST ABSORBED BY THE CONTRACTOR.

19. THE CONTRACTOR SHALL VERIFY MATERIAL OF ALL EXISTING UTILITIES DESIGNATED FOR REMOVAL, REPLACEMENT, OR CONNECTION TO.

20. FILL, BACKFILL, AND EXISTING GRANULAR MATERIAL UNDER OR DIRECTLY ADJACENT TO IMPROVEMENTS (OTHER THAN LANDSCAPING AND GRASSING) SHALL BE COMPACTED TO 95% PROCTER PER ASTM D1557.

21. ALL DRAINAGE STRUCTURES SHALL BE CAST-IN-PLACE.

22. SIDEWALK, CROSS WALKS, CURB RAMPS, AND ALL OTHER ELEMENTS OF CONSTRUCTION SHALL BE ADA COMPLIANT IN ALL INSTANCES. IF SLOPES OF SIDEWALKS OR SHARED USE PATHS EXCEED 2%, THEY SHALL BE REPLACED BY THE CONTRACTOR AT THEIR OWN EXPENSE.

23. EXCEPT AS NOTED BELOW, CONTRACTOR SHALL REMOVE FROM THE SITE AND SATISFACTORILY DISPOSE OF ALL TREES, SHRUBS, STUMPS, ROOTS, BRUSH, MASONRY, RUBBISH, SCRAP, DEBRIS, AND OTHER MISCELLANEOUS STRUCTURES NOT COVERED UNDER OTHER SECTIONS AS SHOWN, SPECIFIED OR OTHERWISE REQUIRED TO PERMIT CONSTRUCTION OF THE NEW WORK.

24. TREES, STUMPS AND OTHER CLEARED AND GRUBBED MATERIAL MAY NOT BE DISPOSED OF ON SITE.

25. BURNING WILL NOT BE ALLOWED ON SITE.

26. ALL BURNING OFF THE SITE SHALL BE IN COMPLETE ACCORDANCE WITH RULES AND REGULATIONS OF LOCAL AUTHORITIES HAVING JURISDICTION.

27. CONTRACTOR SHALL CONTROL AIR POLLUTION CAUSED BY DUST AND DIRT, AND COMPLY WITH GOVERNING REGULATIONS.

28. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN ANY AND ALL MARKINGS AS NEEDED TO PROTECT EXISTING UTILITIES. ANY DAMAGE OR INTERRUPTION OF SERVICE CAUSED BY THE CONTRACTOR'S NEGLIGENCE SHALL BE REPORTED IMMEDIATELY TO THE APPROPRIATE UTILITY COMPANY AND SHALL BE REPAIRED AND SERVICE RESTORED IN FULL COOPERATION WITH THE UTILITY COMPANY AT THE CONTRACTOR'S EXPENSE.

29. TREES DESIGNATED TO BE REMOVED ARE NOTED IN THE PLANS.

30. CONTRACTOR MAY CONSTRUCT SECTIONS OF THE SIDEWALK SIMULTANEOUSLY BUT WILL NEED TO COORDINATE DEMOLITION ACTIVITIES WITH CONSTRUCTION.

31. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION, PROTECTION, AND RELOCATION OF BENCHMARKS DURING CONSTRUCTION. NO ADDITIONAL PAYMENT WILL BE MADE FOR THE RELOCATION OF BENCHMARKS.

32. THE MINIMUM DESIGN CRITERIA CAN BE FOUND IN THE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN, THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2017 EDITION (AS AMENDED), AND THE PROWAG (DRAFT 2011).

33. THE CONTRACTOR SHALL DISPOSE OF DEMOLITION ITEMS IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS, EXCEPT THOSE ITEMS SPECIFICALLY NOTED IN THE PLANS TO BE SALVAGED TO THE OWNER.

34. PRIOR TO EXCAVATION AND EMBANKMENT CONSTRUCTION, ALL TOPSOIL SHALL BE STRIPPED AND REMOVED FROM THE JOBSITE. STRIPPING AND REMOVAL SHALL BE PAID FOR AS EXCESS EXCAVATION, 203-G001.

35. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL STAKE THE PROPOSED ALIGNMENT OF THE SIDEWALK FOR THE ENGINEER AND OWNER TO REVIEW.

36. THE US DEPARTMENT OF TRANSPORTATION REGULATES ACCESSIBILITY FOR CONSTRUCTION SITES. THESE ARE LOCATED IN THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. THE US ACCESS BOARD (DEPARTMENT OF JUSTICE) REQUIRES THAT ALL PUBLIC RIGHT-OF-WAY BE MAINTAINED BY THE CONTRACTOR AT ALL TIMES. REMINDER: THESE ARE FEDERAL REGULATIONS (A VIOLATION OF FEDERAL LAW). NO CHANGE ORDERS WILL BE GIVEN TO KEEP THESE REQUIREMENTS IN PLACE.

THE US DOT AND THE DOJ WILL BE CONTACTED IF THE CONTRACTOR FAILS TO KEEP THESE IN PLACE.

37. CONTRACTOR SHALL PROVIDE AS-BUILT DRAWINGS (PDF) AT CLOSEOUT.

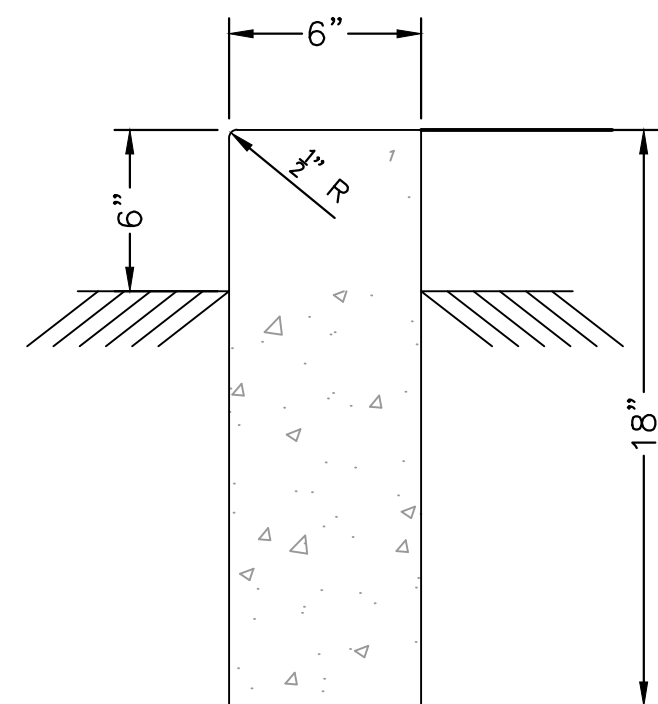
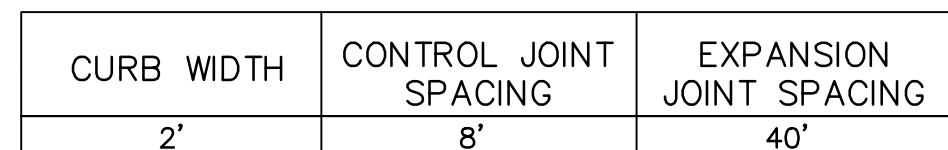
38. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THROUGH AND LOCAL TRAFFIC IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUEL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.

39. CONTRACTOR SHALL NOTIFY THE ENGINEER AND OWNER A MINIMUM OF 72 HOURS IN ADVANCE OF ROAN AND LANE CLOSURES.

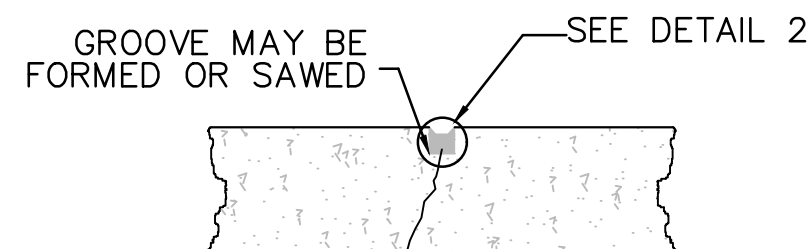
40. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT SILT DOES NOT LEAVE THE RIGHT OF WAY OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT AN EROSION CONTROL PLAN PRIOR TO COMMENCEMENT OF WORK AND MAINTAIN THE PLAN DURING CONSTRUCTION. ANY SILT BASINS NOT SHOWN IN THE PLANS SHALL BE INCLUDED IN THE CONTRACTORS EROSION CONTROL PLAN PRIOR TO SUBMITTING FOR APPROVAL.

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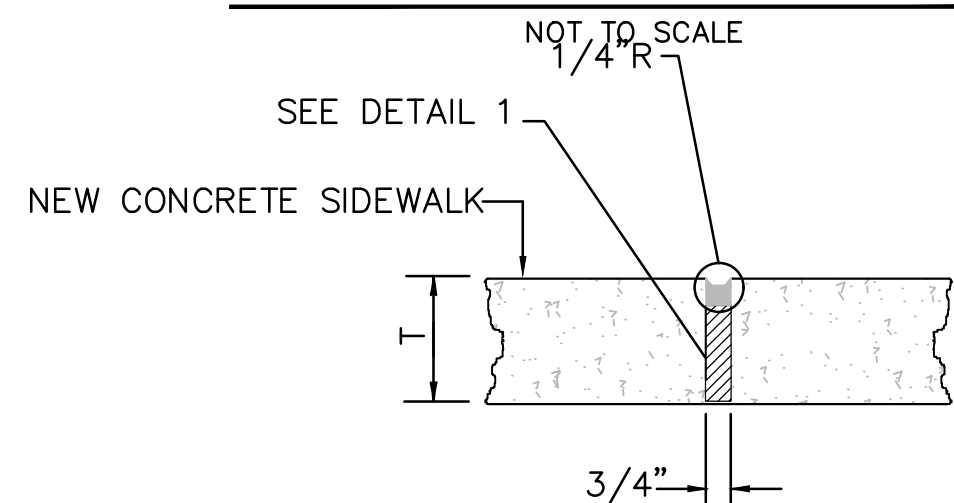
NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS				DRAWING INFORMATION		FOURTH STREET IMPROVEMENTS - PHASE III PROJECT NO. HPP-8750-00(004)LPA / 105845-802000 CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY	NEEL-SCHAFFER Solutions you can build upon	GENERAL NOTES WORKING NUMBER: GN - 2 DRAWING NUMBER: 3	
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					CHKD:	DATE:				
					QA/QC:	DATE:				



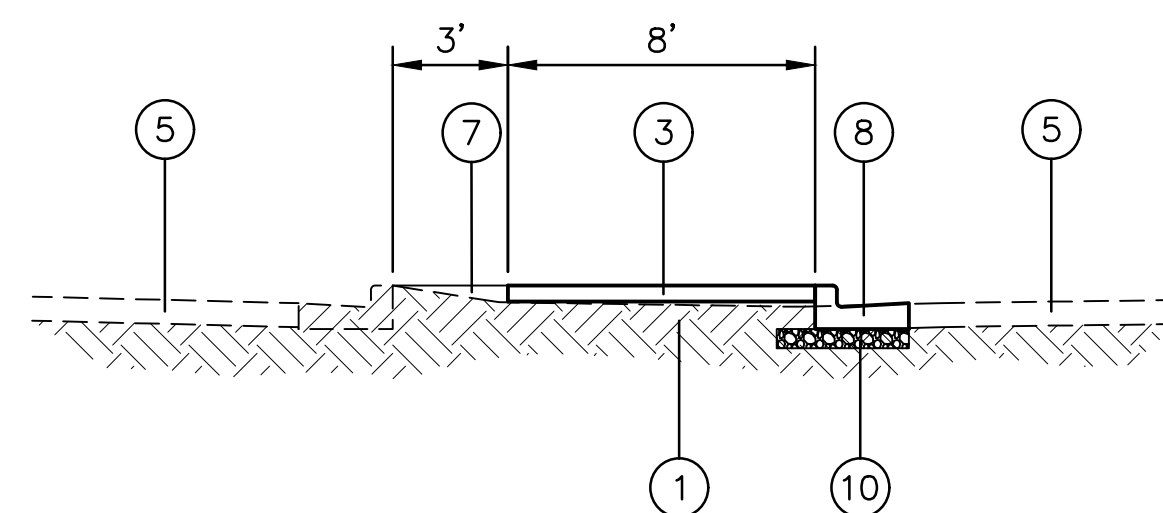
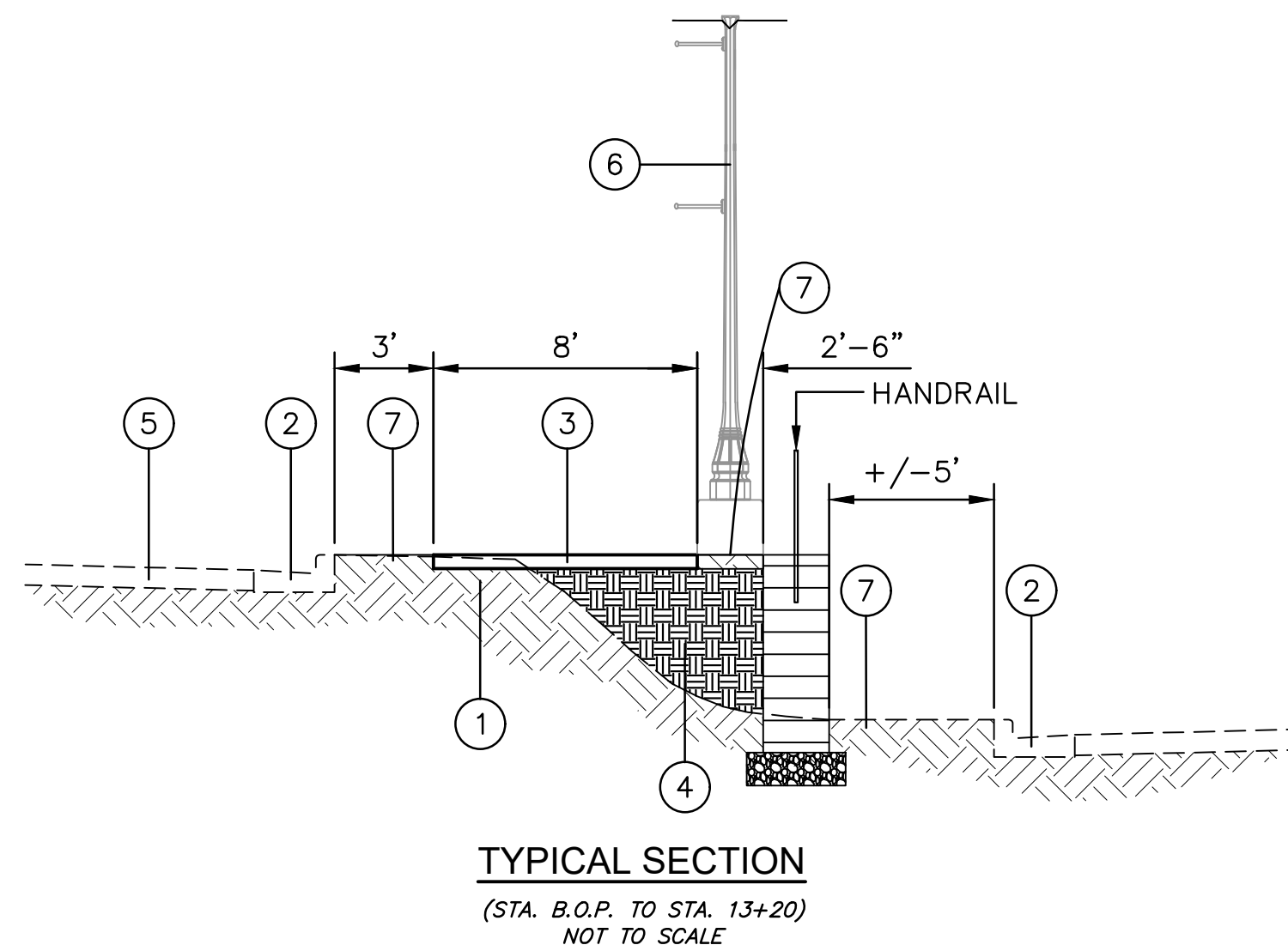
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NOT TO SCALE



TYPE ``A" - CONTROL JOINT

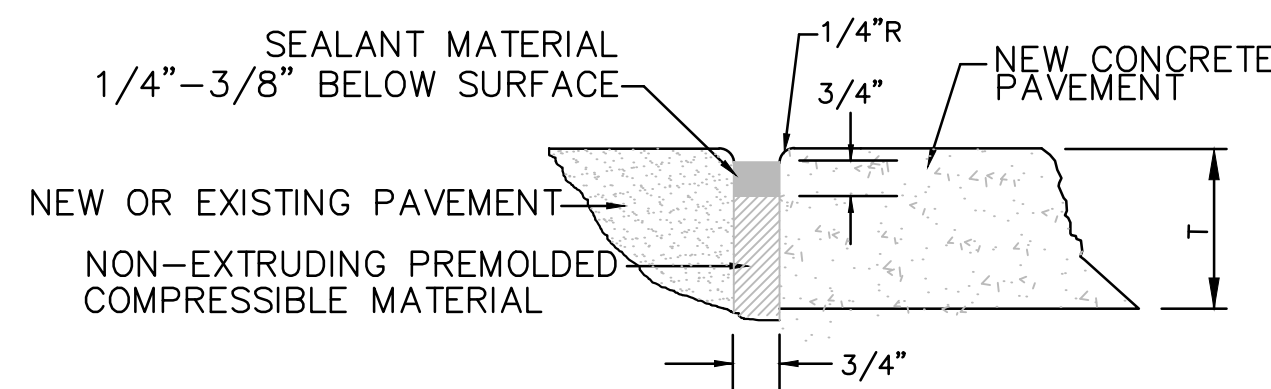


TYPE "B" - EXPANSION JOINT
NOT TO SCALE

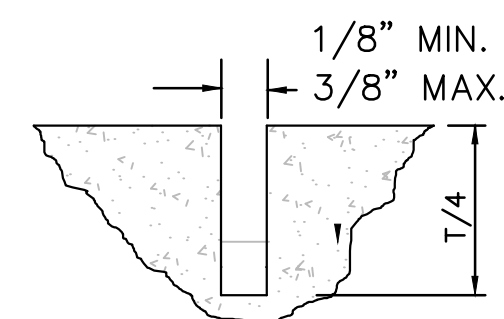


TYPICAL SECTION
(STA. 16+00 TO STA. 17+80)
NOT TO SCALE

PATHWAY WIDTH	CONTROL JOINT SPACING	EXPANSION JOINT SPACING
8'	8'	40'

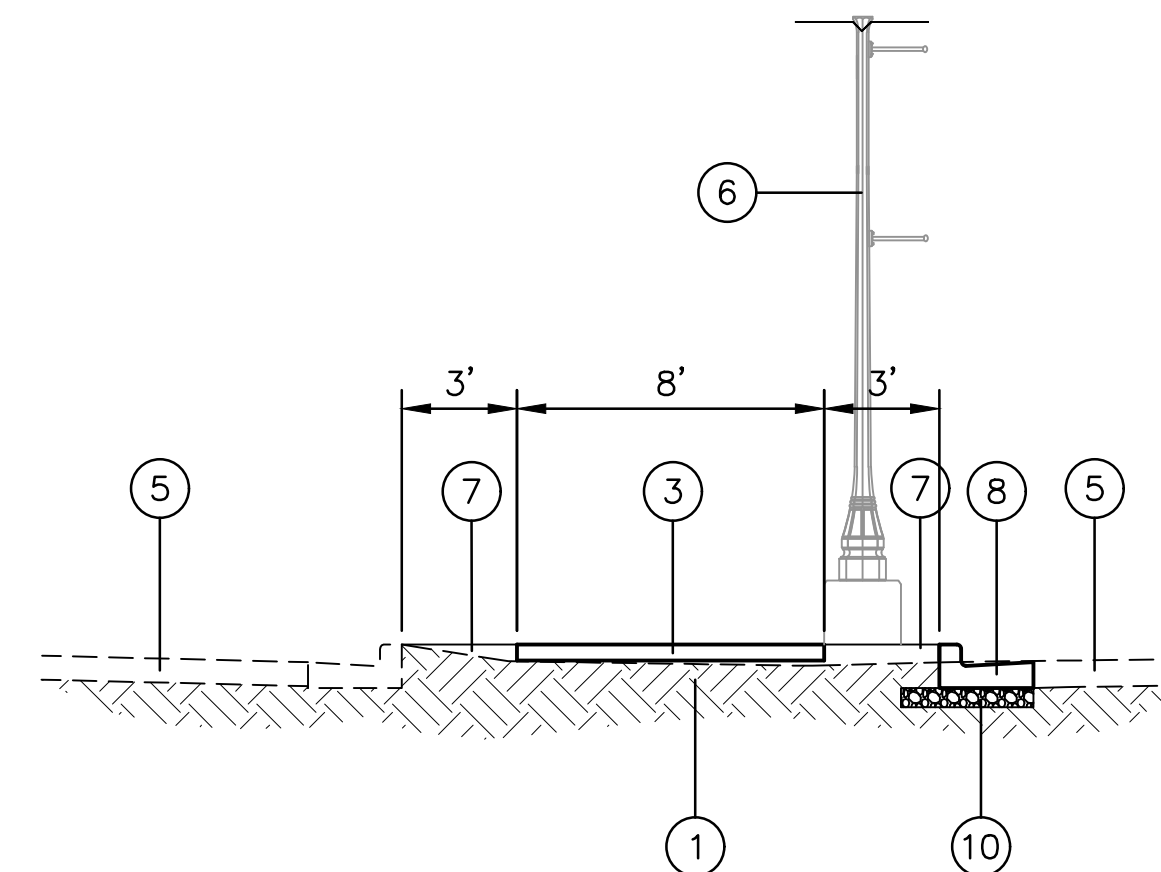
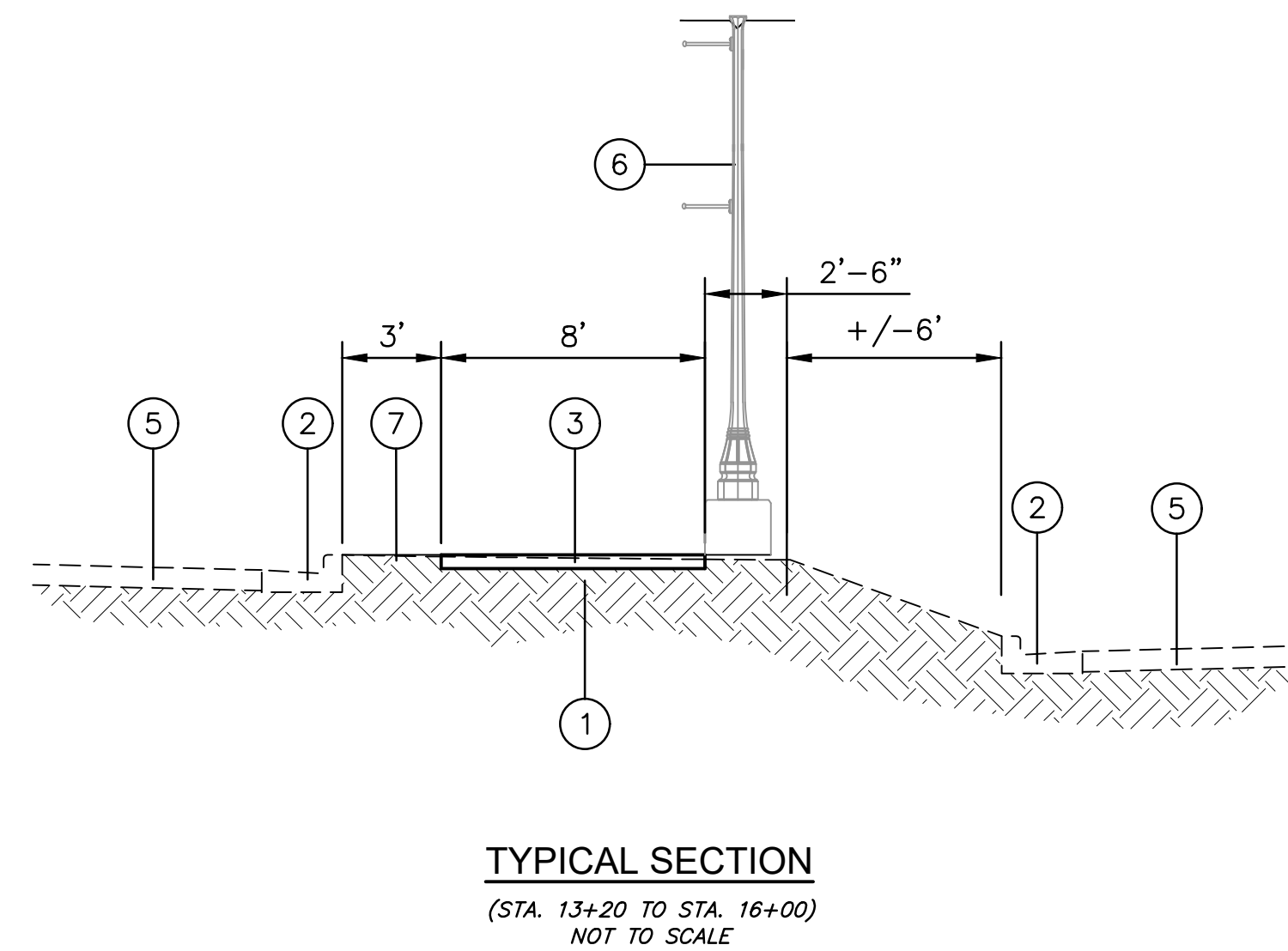


DETAIL 1 - EXPANSION JOINTS
NOT TO SCALE

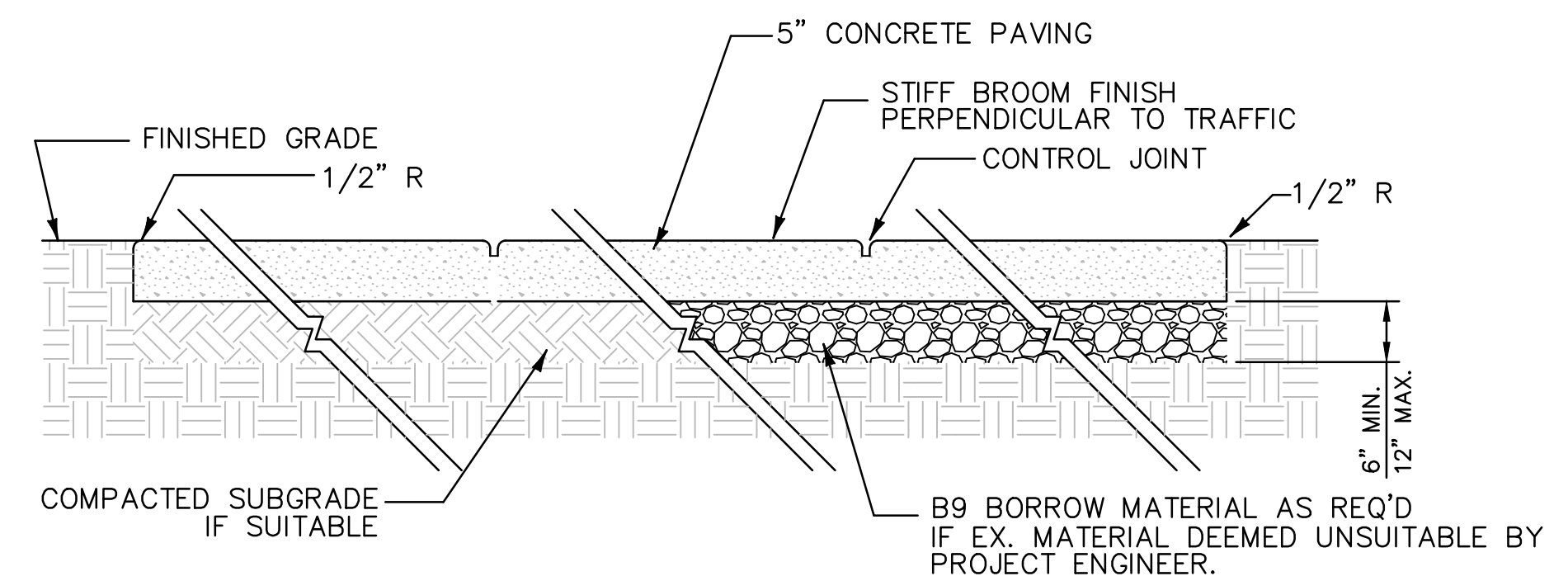


DETAIL 2 - CONTROL JOINT

NOT TO SCALE



TYPICAL SECTION
(STA. 17+80 TO STA. E.O.P.)
NOT TO SCALE



NOTES:

1. EXPANSION JOINT CONFORMING TO ASTM D1751. TOP OF JOINT SHALL BE SEALED WITH TAR MODIFIED URETHANE SEALANT. PLACE EXPANSION JOINT AS INDICATED.
2. HAND TOOLED CONTROL JOINTS W/ 1/2" RADIUS SPACED AS SHOWN ABOVE.
3. ALL SUBGRADE SOILS FOR SIDEWALK SHALL BE COMPACTED

TYPICAL CONCRETE PAVING DETAIL
NOT TO SCALE

LEGEND

- ① COMPACTED SUBGRADE
- ② EXISTING CURB & GUTTER
(TO REMAIN)
- ③ 5" CONCRETE SIDEWALK -
SEE DETAILS THIS SHEET
- ④ BORROW MATERIAL - B9
- ⑤ EXISTING PAVEMENT
- ⑥ PATH LIGHT POLE - SEE
ELECTRICAL PLAN
- ⑦ 4" TOPSOIL/SOLID SOD
- ⑧ TYPE 1 CURB AND GUTTER
- ⑨ MODULAR RETAINING WALL
- ⑩ 6" CRUSHED STONE BASE

NOTICE TO DRAWING HOLDER

NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS				DRAWING INFORMATION	
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				SURVEYED BY: CLEARPOINT ENGINEERS	
				DSGN: GPC	DATE: 05/2023
				DRWN: GPC	DATE: 05/2022
				CHKD:	DATE:
				QA/QC:	DATE:

FOURTH STREET IMPROVEMENTS - PHASE III
PROJECT NO. HPP-8750-00(004)LPA / 105845-802000

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



TYPICAL SECTIONS

WORKING NUMBER:
TS-1

DRAWING NUMBER:
4

STATE	PROJECT NO.
MISS	HPP-8750-00(004)LPA

SUMMARY OF QUANTITIES (SHEET 1)				
PAY ITEM NO.	PAY ITEM	UNIT	FORREST : 105845-802000	
			Prelim	Final
202-B007	Removal of Asphalt Pavement, All Depths	SY	450	
202-B053	Removal of Concrete Foundation	EA	1	
202-B073	Removal of Concrete Pavement, All Depths	SY	490	
202-B080	Removal of Concrete Sidewalk	SY	21	
202-B089	Removal of Curb &/or Curb and Gutter, All Types	LF	440	
202-B163	Removal of Inlet Tops	EA	1	
202-B165	Removal of Inlets, All Sizes	EA	1	
202-B240	Removal of Traffic Stripe	LF	200	
202-B249	Removal of Trees, Less Than or Equal to 10 inches	EA	10	
203-EX020	Borrow Excavation, AH, FME, Class B9	CY	350	
203-G001	Excess Excavation, FM, AH	CY	100	
211-B001	Topsoil for Slope Treatment, Contractor Furnished	CY	50	
216-B002	Solid Sodding, Centipede	SY	600	
219-A001	Watering	KGAL	40	
907-234-A001	Temporary Silt Fence	LF	900	
246-B002	Rockbags	LF	200	
304-G001	Size 3/4" and Down Crushed Stone Base, AEA	CY	25	
	OR			
304-G002	Size 610 Crushed Stone Base, AEA	CY	25	
	OR			
304-G003	Size 825B Crushed Stone Base, AEA	CY	25	
907-417-A001	Polymer Cement Surface System	SY	100	
601-B001	Class "B" Structural Concrete, Minor Structures	CY	6	
602-A001	Reinforcing Steel	LBS	525	
603-PE001	12" Corrugated Polyethylene Pipe	LF	10	
604-A001	Castings	LBS	237	
608-A001	Concrete Sidewalk, Without Reinforcement	SY	900	
907-608-C001	Detectable Warning Panels	SF	233	
907-608-D001	Colored Concrete Sidewalk SCORING PATTERN	SY	14	
907-608-D002	Stamped and Colored Concrete Sidewalk BRICK PATTERN, DRIVEWAY	SF	2,300	
907-608-D002	Stamped and Colored Concrete Sidewalk BRICK PATTERN	SF	110	
609-B002	Concrete Curb, Header	LF	295	
609-D002	Combination Concrete Curb and Gutter Type 1 Modified	LF	290	
613-D010	Adjustment of Water Meter	EA	4	
613-D011	Adjustment of Water Valve	EA	2	
614-B003	Concrete Driveway, With Reinforcement, 6-inch Thickness	SY	420	
618-A001	Maintenance of Traffic	LS	1	
618-B001	Additional Construction Signs	SF	1	
620-A001	Mobilization	LS	1	
626-H004	Thermoplastic Legend, White	SF	46	
626-H005	Thermoplastic Legend, White	LF	1,060	
907-632-C001	Modify Existing Traffic Signal Cabinet Assembly	EA	1	
907-634-A545	Traffic Signal Equipment Pole, Type VI, 8' Shaft	EA	2	
907-634-C001	Pole Foundations, Class "B" Concrete	CY	1	

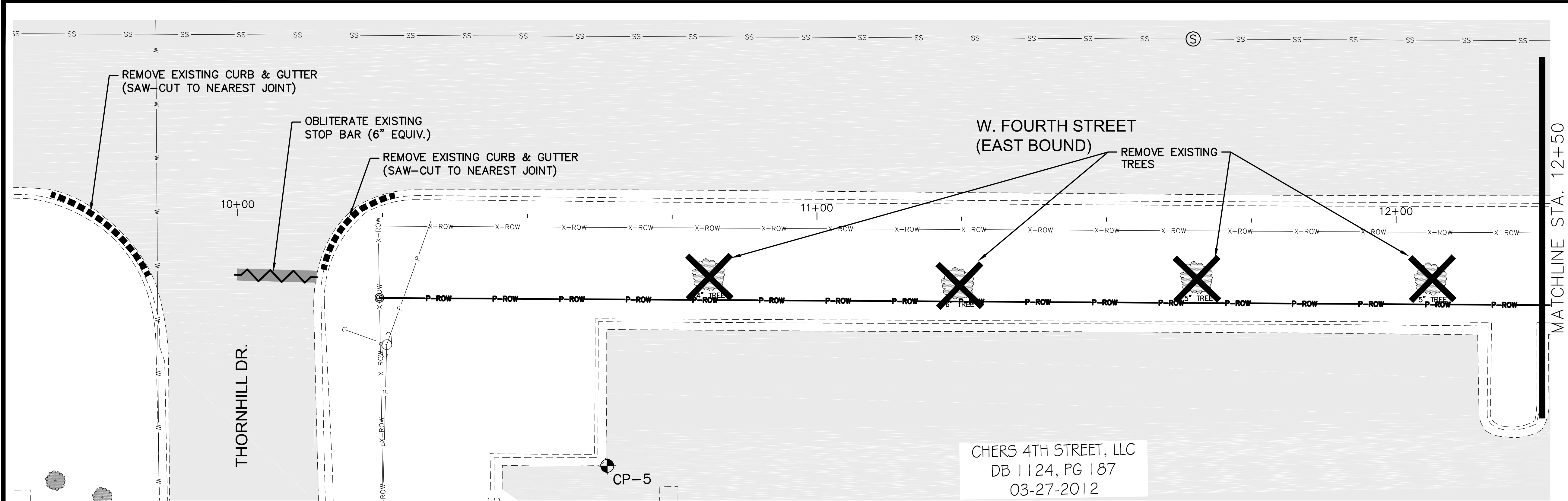
- ① INCLUDES SAWCUTTING
- ② INCLUDES STUMP REMOVAL
- ③ INCLUDES STRUCTURE EXCAVATION

	By	SUMMARY OF QUANTITIES	
	Revision		
		PROJ NO: HPP-8750-00(004)LPA COUNTY: FORREST	NOT FOR CONSTRUCTION
			Working Number SQ-1
Date		FILENAME: SQS	Sheet Number
		Design Team	5
		Checked	Date

STATE	PROJECT NO.
MISS	HPP-8750-00(004)LPA

SUMMARY OF QUANTITIES (SHEET 2)				
PAY ITEM NO.	PAY ITEM	UNIT	FORREST : 105845-802000	
			Prelim	Final
635-A076	Traffic Signal Head, Type 6	EA	2	
907-636-B014	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 5 Conductor	LF	240	
907-636-D006	Electric Cable, Aerial Supported in Conduit, IMSA 20-1, AWG 14, 5 Conductor	LF	24	
907-637-C028	Traffic Signal Conduit, Underground, Type 4, 2"	LF	25	
907-637-D002	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 2"	LF	75	
907-645-B001	Accessible Pedestrian Detection Assembly	EA	2	
699-A001	Roadway Construction Stakes	LS	1	
907-809-A001	Retaining Wall System	SF	1,400	
L00017: 907-258-PP501	Pedestrian Guardrail, Per Plans	LF	270	
	ADD OPTION NO. 1			
907-637-C028	Traffic Signal Conduit, Underground, Type 4, 2"	LF	200	
907-637-D009	Traffic Signal Conduit, Underground Drilled or Jacked, Type 4, 2"	LF	90	
682-A010	Underground Branch Circuit, AWG 10, 3 Conductor	LF	1,300	
682-B010	Underground Branch Circuit, Jacked or Bored, AWG 10, 3 Conductor	LF	110	
682-D003	Underground Pull Box	EA	1	
682-F001	Secondary Power Controller	EA	1	
684-A003	Pole Foundation, 24" Diameter	CY	3	
907-684-PP001	Pole Foundation, Per Plans	CY	37	
L00016: 683-B500	Lighting Assembly, Low Mast, LED, TYPE 15-1-0-96	EA	18	

	By	SUMMARY OF QUANTITIES	
	Revision		
		PROJ NO: HPP-8750-00(004)LPA COUNTY: FORREST	NOT FOR CONSTRUCTION
			Working Number SQ-2
Date		FILENAME: SQS	Sheet Number
		Design Team	



TREE REMOVAL NOTE:
ONLY TREES MARKED ON THE PLANS SHALL BE REMOVED UNLESS DECIDED ON BY THE ENGINEER.

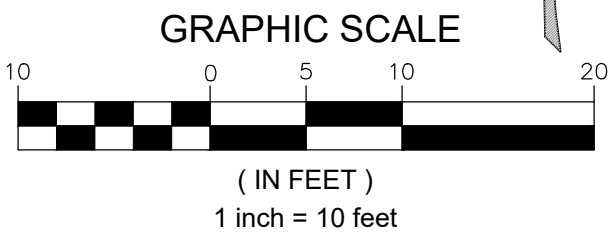
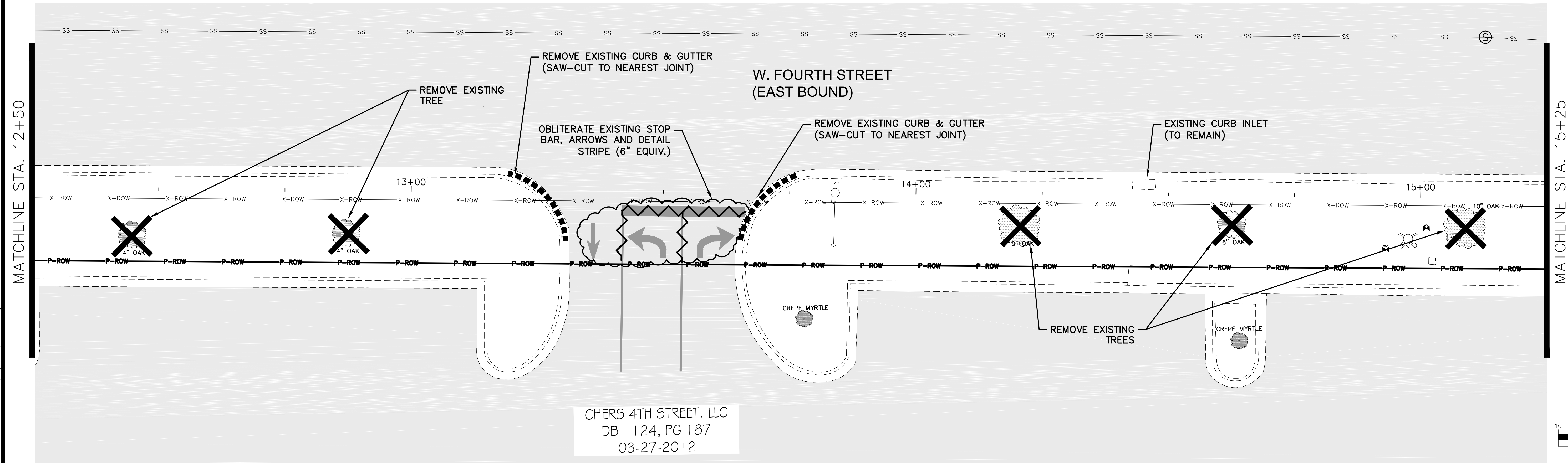
UTILITY RELOCATION NOTE:
UTILITIES SHOWN IN CONFLICT WITH PROPOSED IMPROVEMENTS HAVE BEEN RELOCATED BY OTHERS.

CONTROL POINT TABLE:
REFER TO WKG. NO. KEY-1 FOR CONTROL POINT INFORMATION.

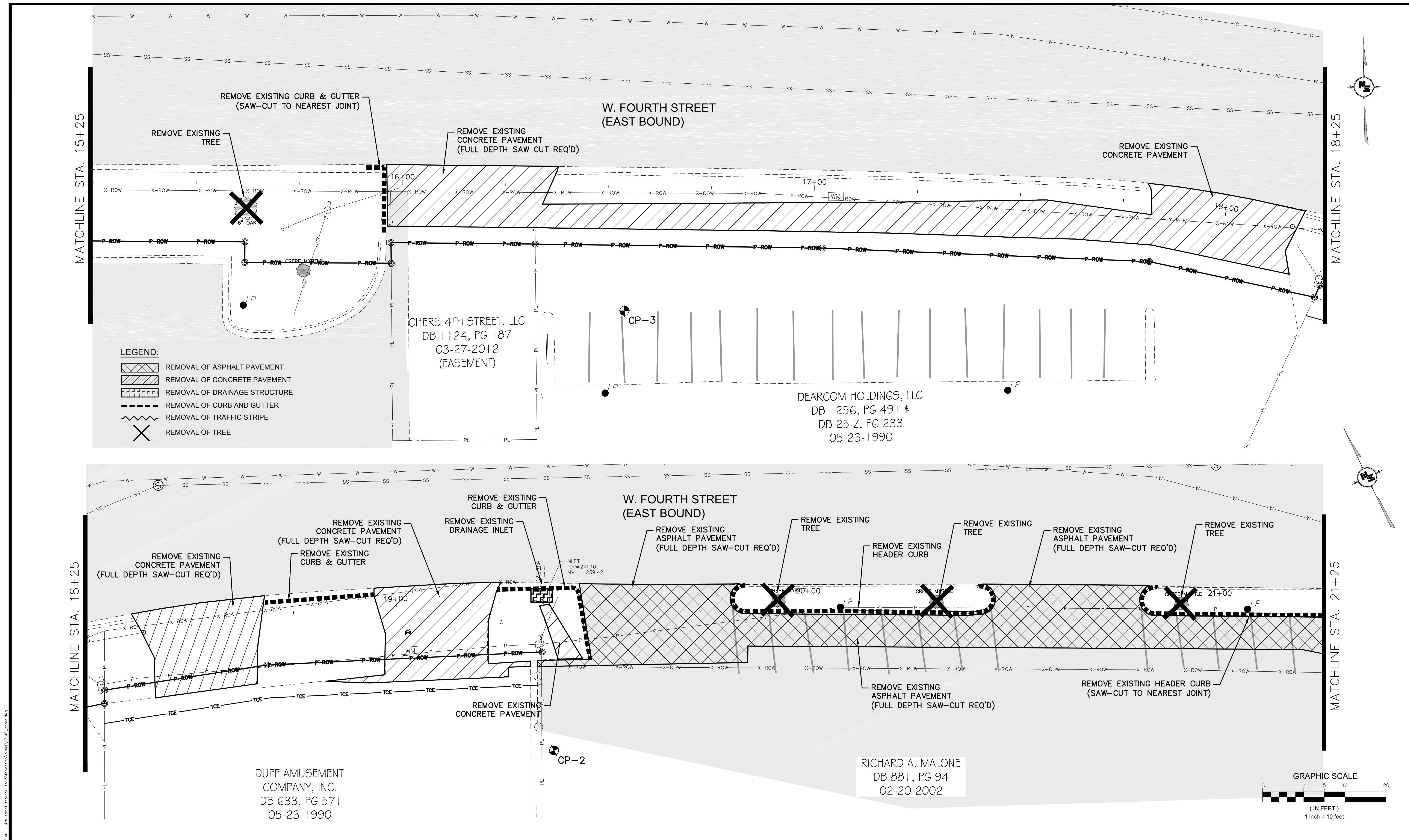
- LEGEND:**
- REMOVAL OF ASPHALT PAVEMENT
 - REMOVAL OF CONCRETE PAVEMENT
 - REMOVAL OF DRAINAGE STRUCTURE
 - REMOVAL OF CURB AND GUTTER
 - REMOVAL OF TRAFFIC STRIPE
 - REMOVAL OF TREE

REMOVAL OF STRIPE (6" Equiv.):
PAY AS REMOVAL OF TRAFFIC STRIPE (202-B240)
THRU ARROW: 25 LF
TURN ARROW: 33 LF

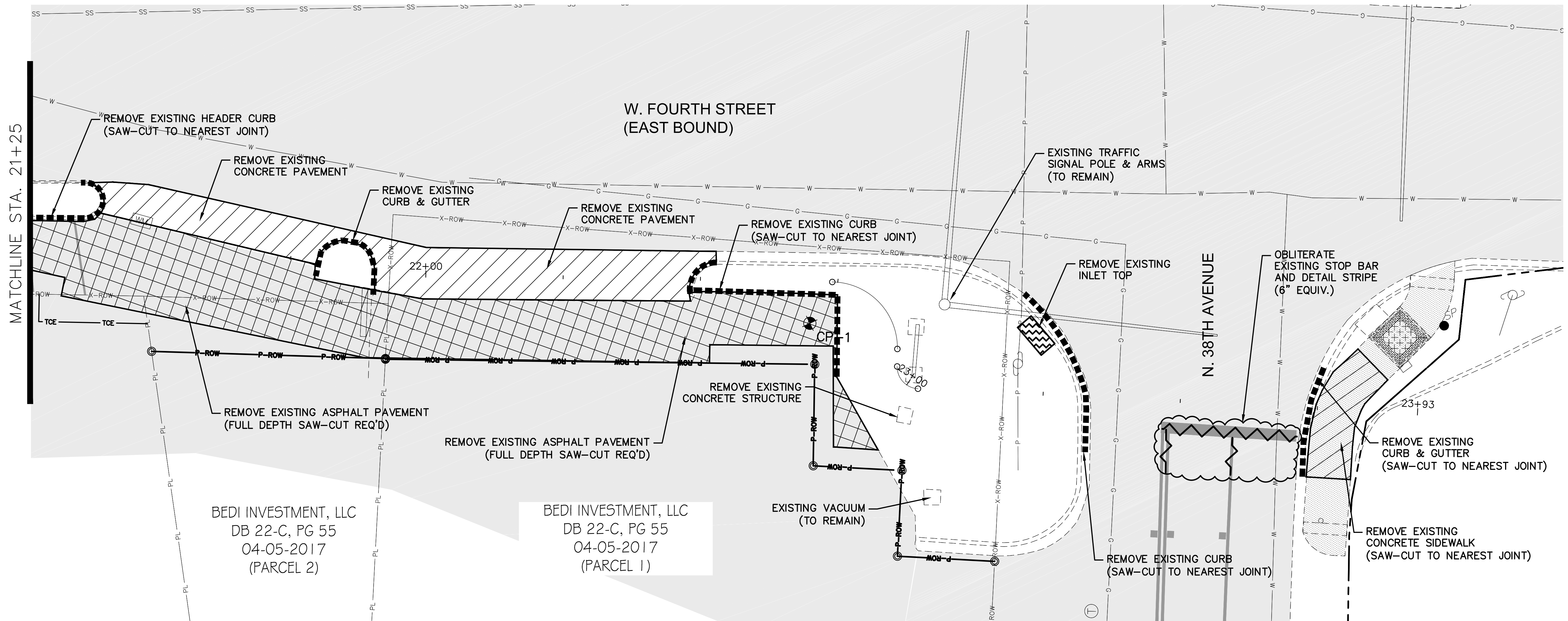
- DEMOLITION NOTES:**
- EXCEPT AS NOTED BELOW, CONTRACTOR SHALL REMOVE FROM THE SITE AND SATISFACTORILY DISPOSE OF ALL TREES, SHRUBS, STUMPS, ROOTS, BRUSH, MASONRY, RUBBISH, SCRAP, DEBRIS, AND MISCELLANEOUS OTHER STRUCTURES NOT COVERED UNDER OTHER SECTIONS AS SHOWN, SPECIFIED OR OTHERWISE REQUIRED TO PERMIT CONSTRUCTION OF THE NEW WORK.
 - IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, APRONS, IRRIGATION, BRIDGE ABUTMENTS, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.
 - TREES, STUMPS AND OTHER CLEARED AND GRUBBED MATERIAL MAY NOT BE DISPOSED ON SITE.
 - BURNING WILL NOT BE ALLOWED ON SITE.
 - CONTROL AIR POLLUTION CAUSED BY DUST AND DIRT, AND COMPLY WITH GOVERNING REGULATIONS.
 - EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF DEMOLITION AND/OR CONSTRUCTION.
 - IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN ANY AND ALL MARKINGS AS NEEDED TO PROTECT EXISTING UTILITIES. ANY DAMAGE OR INTERRUPTION OF SERVICE CAUSED BY THE CONTRACTOR'S NEGLIGENCE SHALL BE REPORTED IMMEDIATELY TO THE APPROPRIATE UTILITY COMPANY AND SHALL BE REPAIRED AND SERVICE RESTORED IN FULL COOPERATION WITH THE UTILITY COMPANY AT THE CONTRACTOR'S EXPENSE.
 - ALL TREES ARE TO REMAIN UNLESS OTHERWISE NOTED
 - SAW CUTTING SHALL BE CONSIDERED AN ABSORBED ITEM,



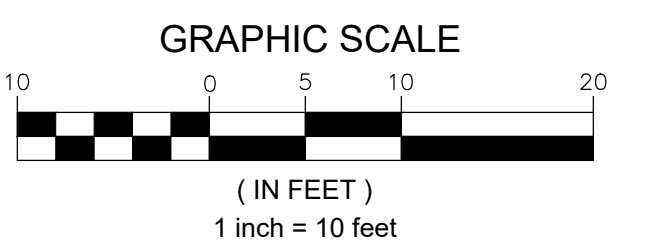
NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		FOURTH STREET IMPROVEMENTS - PHASE III PROJECT NO. HPP-8750-00(004)LPA / 105845-802000 CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY		DEMOLITION PLAN B.O.P. TO STA. 15+25		
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 17146.000			WORKING NUMBER: DEMO-1	DRAWING NUMBER: 7	
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					DSGN: GPC			DATE: 05/2023		
					DRWN: GPC			DATE: 05/2022		
					CHKD:			DATE:		
					QA/QC:			DATE:		



NOTICE TO DRAWING HOLDER NEEL-SCHAFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION	
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					DSGN: GPC DATE: 05/2023
					DRWN: GPC DATE: 05/2022
					CHKD: DATE:
					QA/QC: DATE:
FOURTH STREET IMPROVEMENTS - PHASE III PROJECT NO. HPP-8750-00(004)LPA / 105845-802000					
CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY					
					
DEMOLITION PLAN STA 15+25 TO 21+25					
WORKING NUMBER: DEMO-2			DRAWING NUMBER: 8		



- LEGEND:**
- REMOVAL OF ASPHALT PAVEMENT
 - REMOVAL OF CONCRETE PAVEMENT
 - REMOVAL OF DRAINAGE STRUCTURE
 - REMOVAL OF CURB AND GUTTER
 - REMOVAL OF TRAFFIC STRIPE
 - REMOVAL OF TREE



NOTICE TO DRAWING HOLDER

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REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	
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				DSGN: GPC DATE: 05/2023
				DRWN: GPC DATE: 05/2022
				CHKD: DATE:
				QA/QC: DATE:

FOURTH STREET IMPROVEMENTS - PHASE III
PROJECT NO. HPP-8750-00(004)LPA / 105845-802000

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

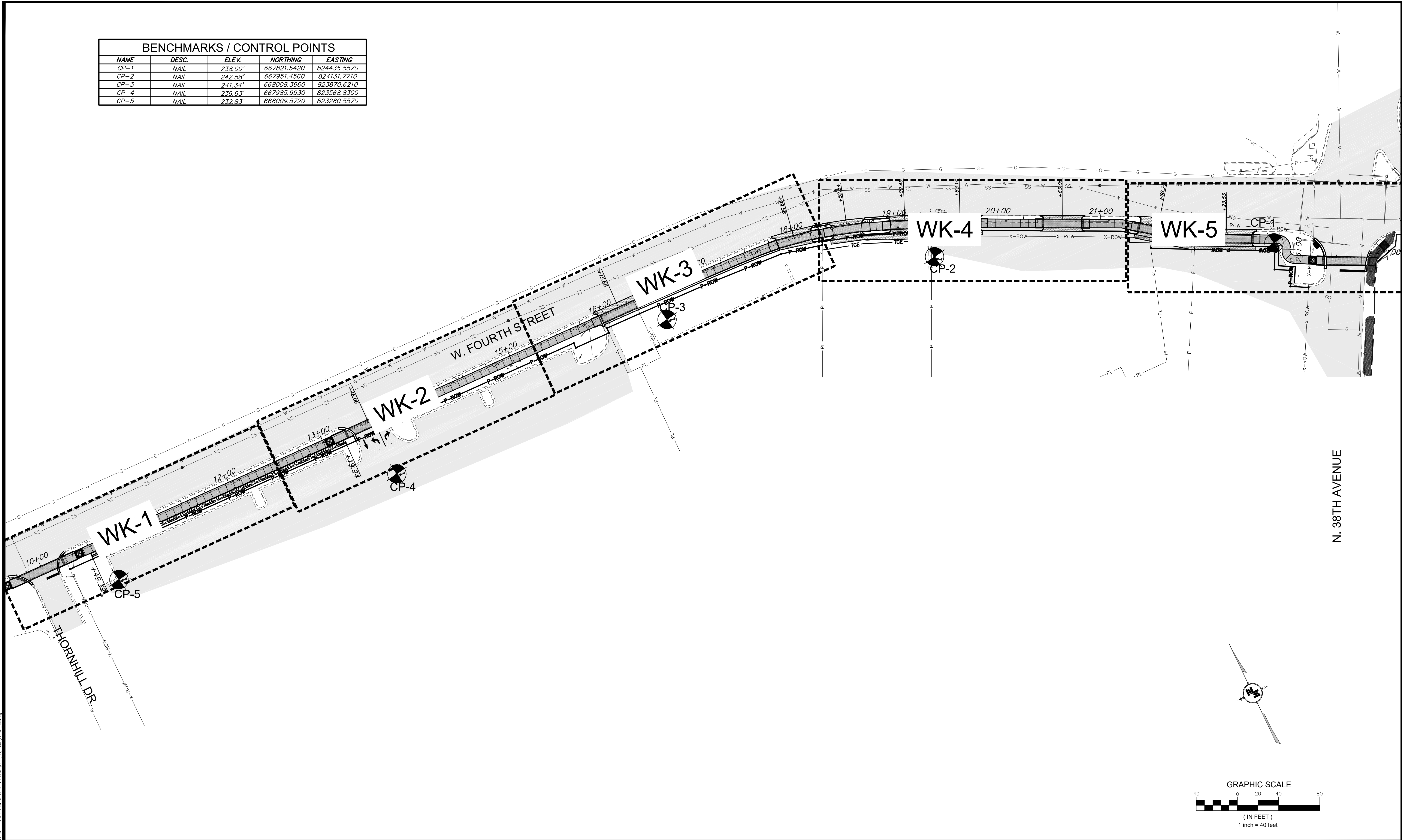


DEMOLITION PLAN
STA 21+25 TO 23+90

WORKING NUMBER:
DEMO-3

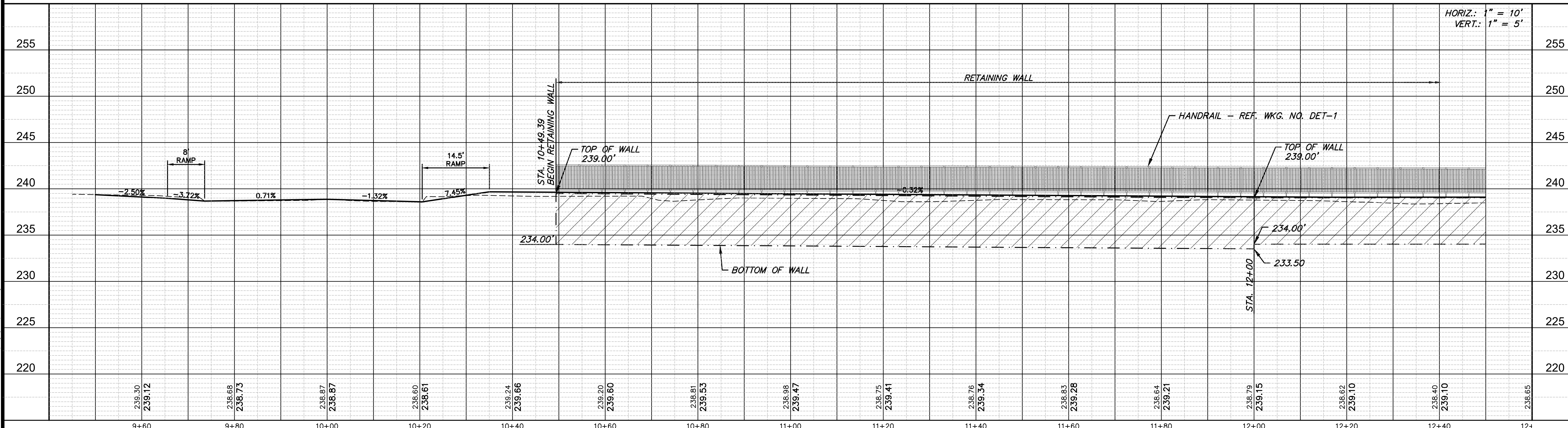
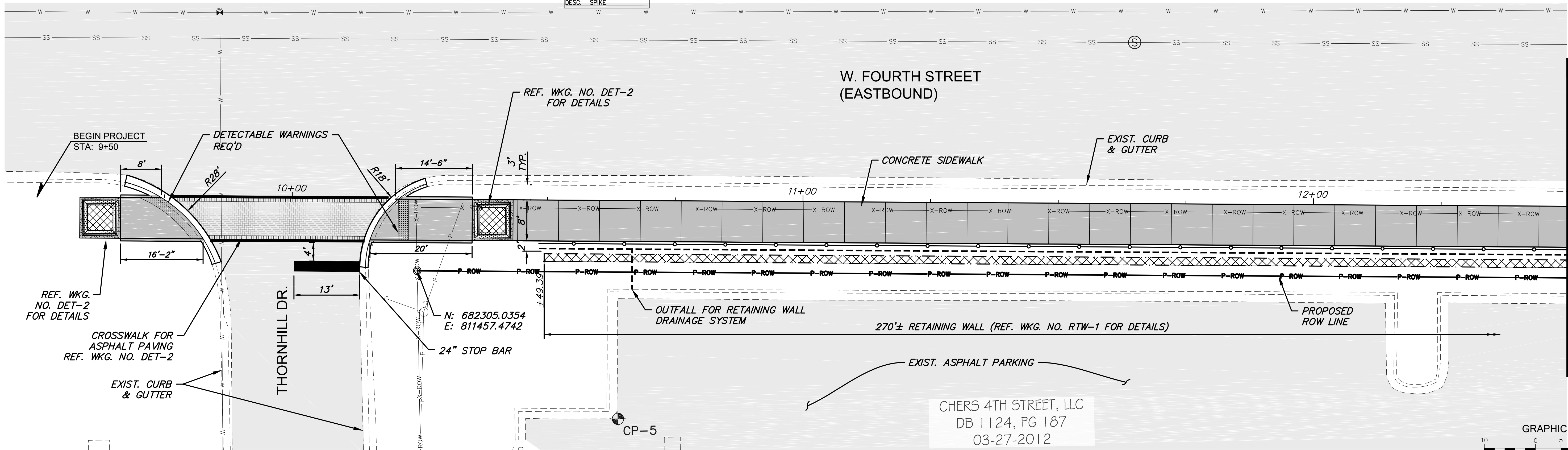
DRAWING NUMBER:
9

BENCHMARKS / CONTROL POINTS				
NAME	DESC.	ELEV.	NORTHING	EASTING
CP-1	NAIL	238.00'	667821.5420	824435.5570
CP-2	NAIL	242.58'	667951.4560	824131.7710
CP-3	NAIL	241.34'	668008.3960	823870.6210
CP-4	NAIL	236.63'	667985.9930	823568.8300
CP-5	NAIL	232.83'	668009.5720	823280.5570

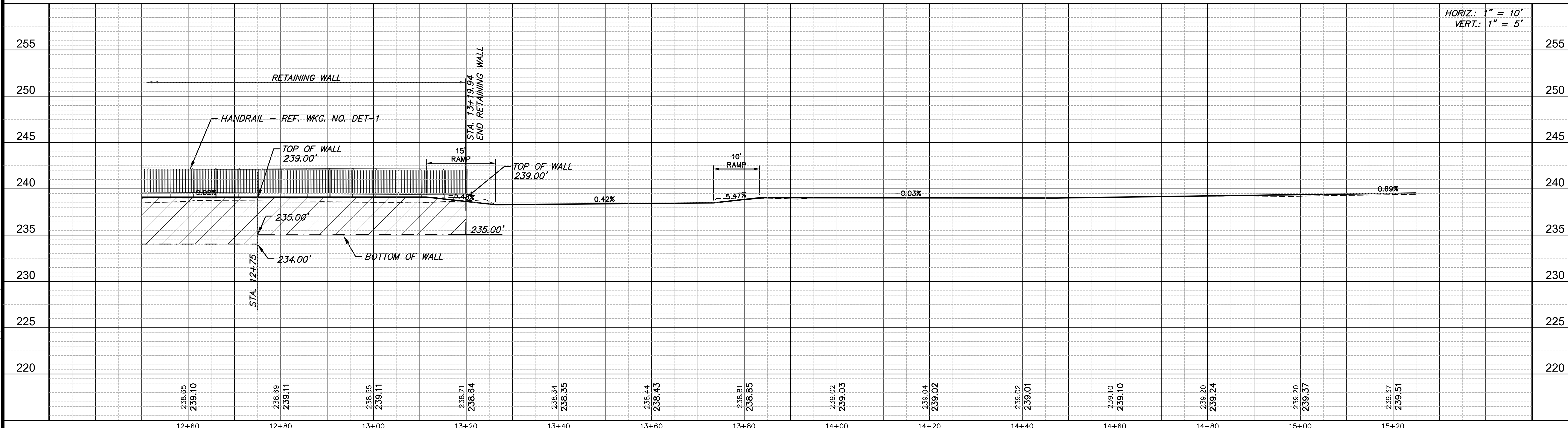
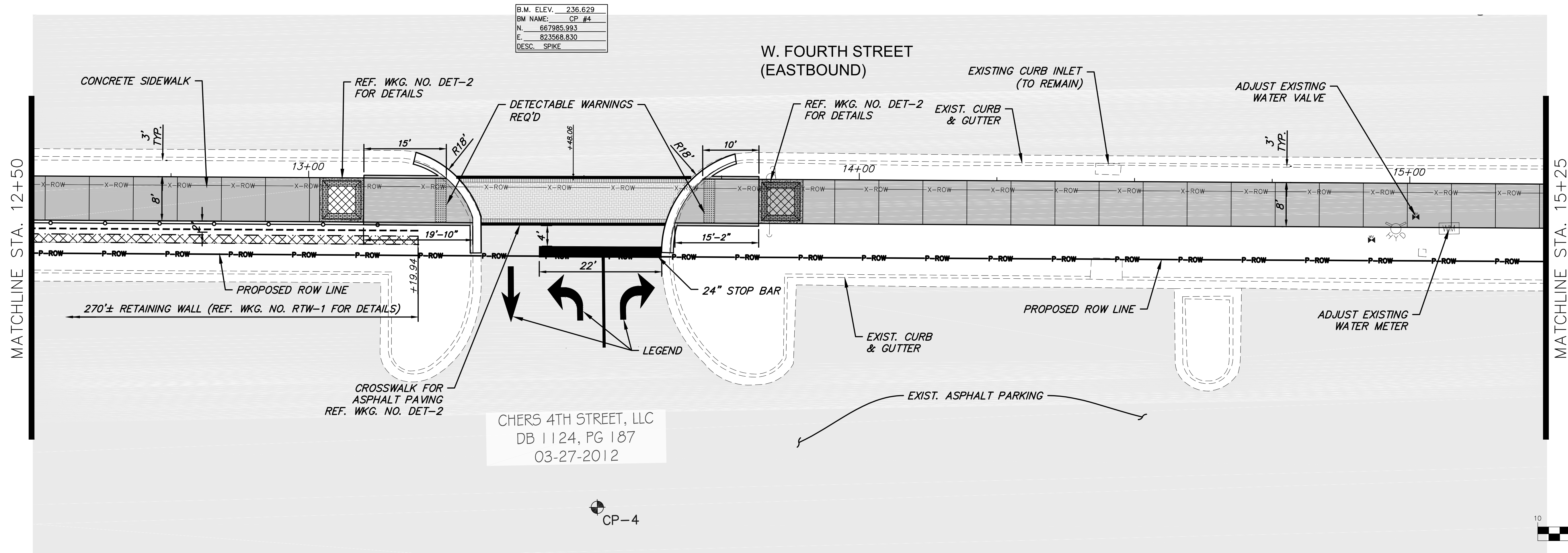


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					SURVEYED BY: CLEARPOINT ENGINEERS			DSGN: GPC DATE: 05/2023	
					DRWN: GPC DATE: 05/2022			CHKD: DATE:	
				QA/QC: DATE:			WORKING NUMBER: KEY-1	DRAWING NUMBER: 10	

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E. 823280.557
DESC. SPIKE

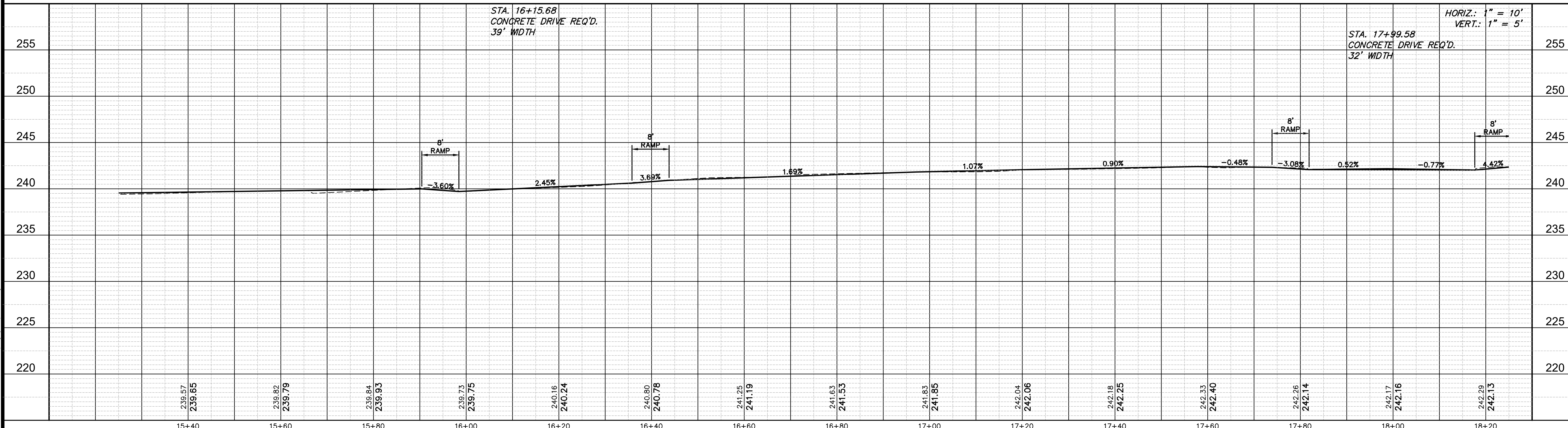
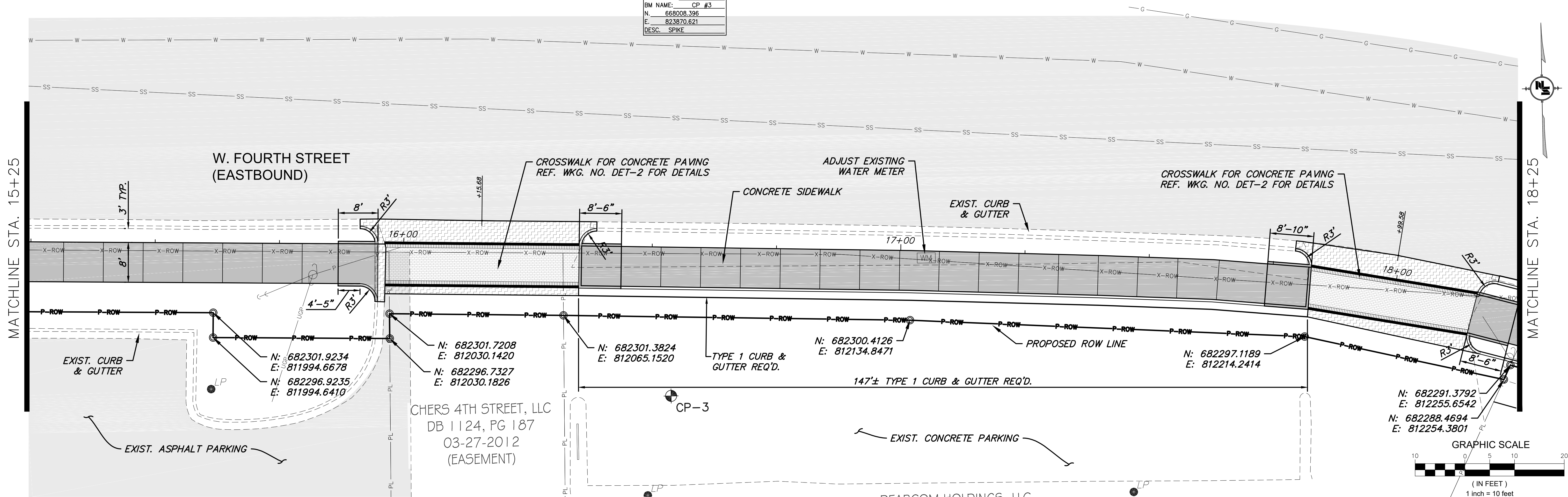


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	NO.	DATE	BY	DESCRIPTION				
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FOURTH STREET IMPROVEMENTS - PHASE III PROJECT NO. HPP-8750-00(004)LPA / 105845-802000 CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY					 NEEL-SCHAFFER <i>Solutions you can build upon</i>		PLAN AND PROFILE STA 9+50 TO 12+50	
					WORKING NUMBER: WK-1		DRAWING NUMBER: 11	

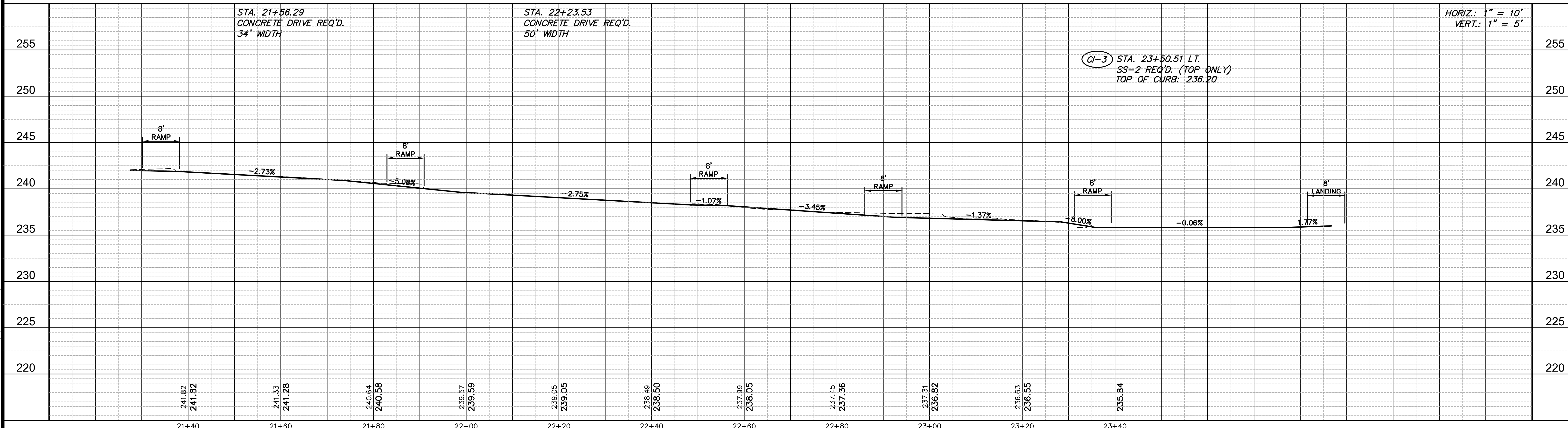
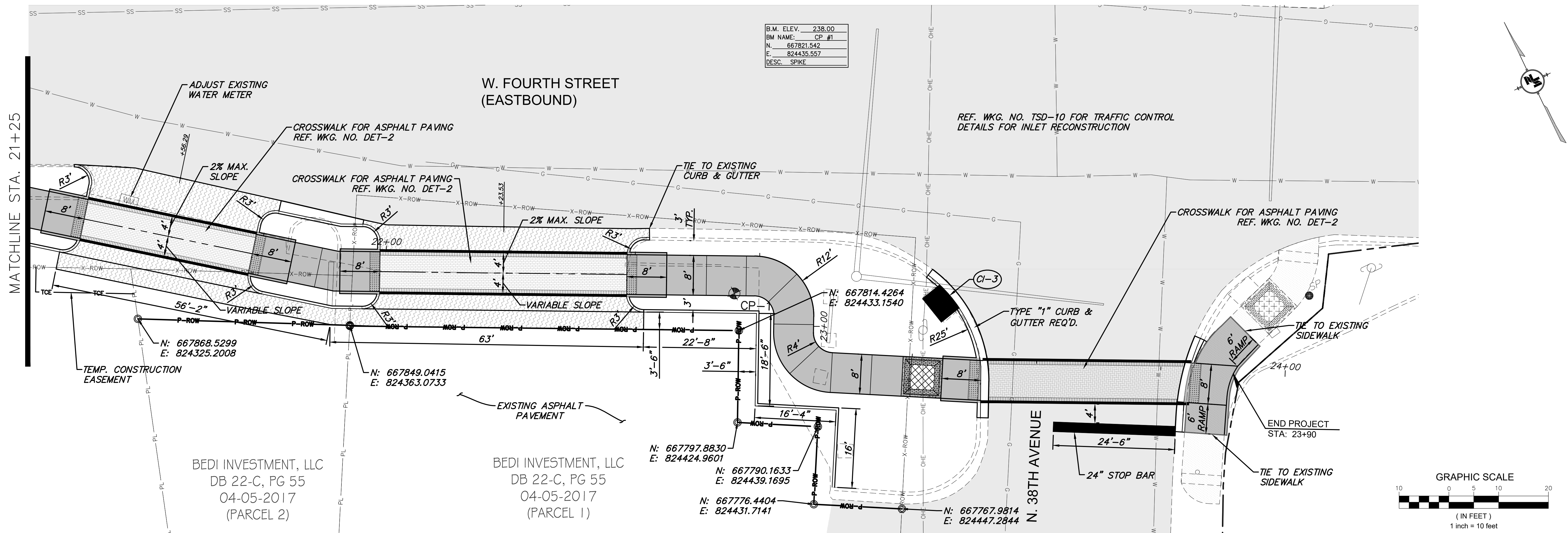


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B.M. ELEV. 241.341
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E. 823870.621
DESC. SPIKE

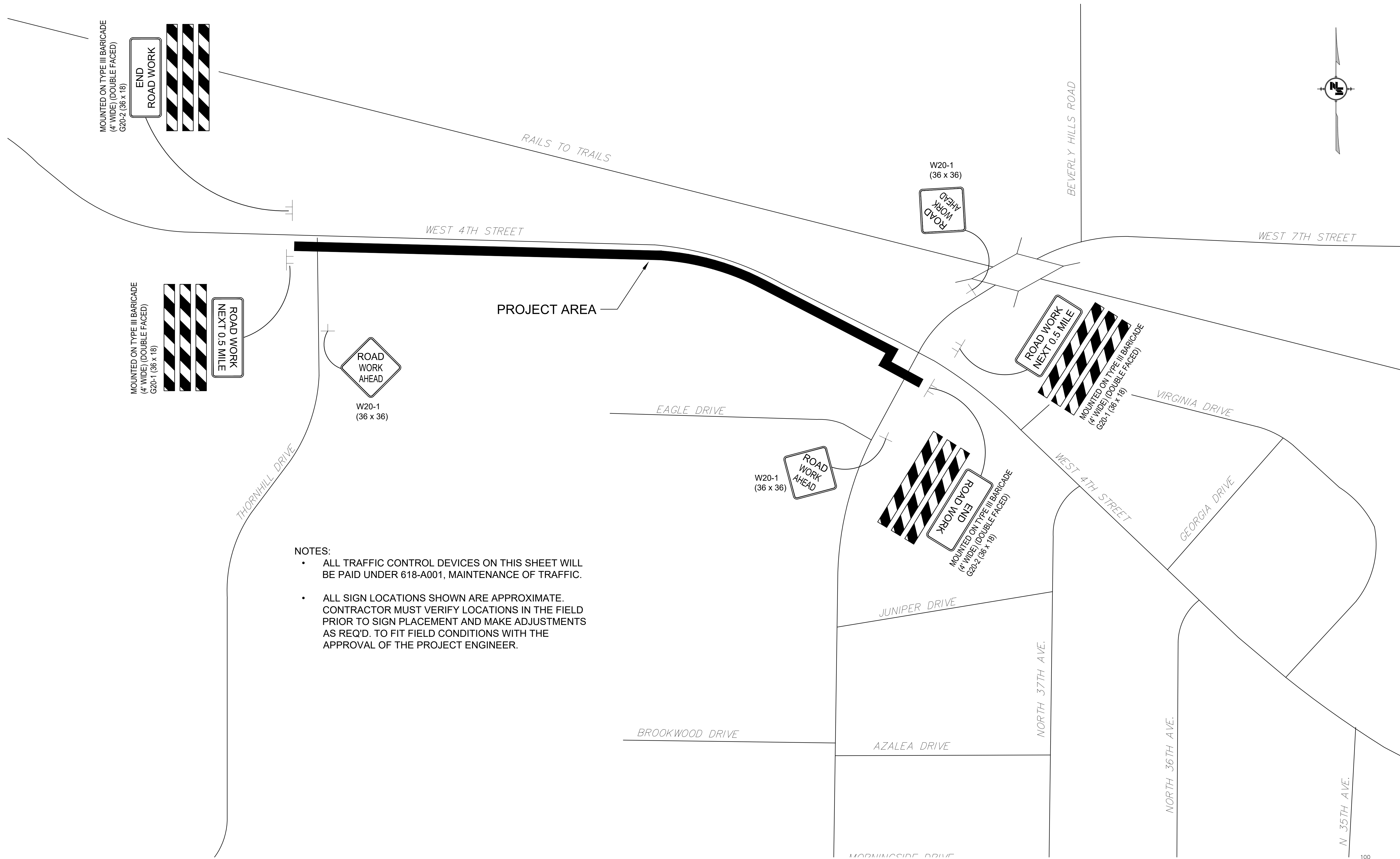


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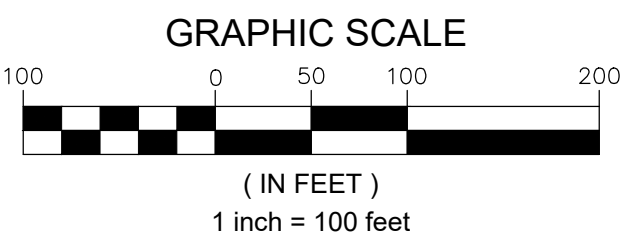


NOTICE TO DRAWING HOLDER				REVISIONS				DRAWING INFORMATION				FOURTH STREET IMPROVEMENTS - PHASE III				CITY OF HATTIESBURG				NEEL-SCHAFFER				PLAN AND PROFILE			
NEEL-SCHAFFER, INC., HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.				NO.				N-S PROJECT NO.: 15959.000				PROJECT NO. HPP-8750-00(004)LPA / 105845-802000				HATTIESBURG, MS				Solutions you can build upon				WORKING NUMBER:			
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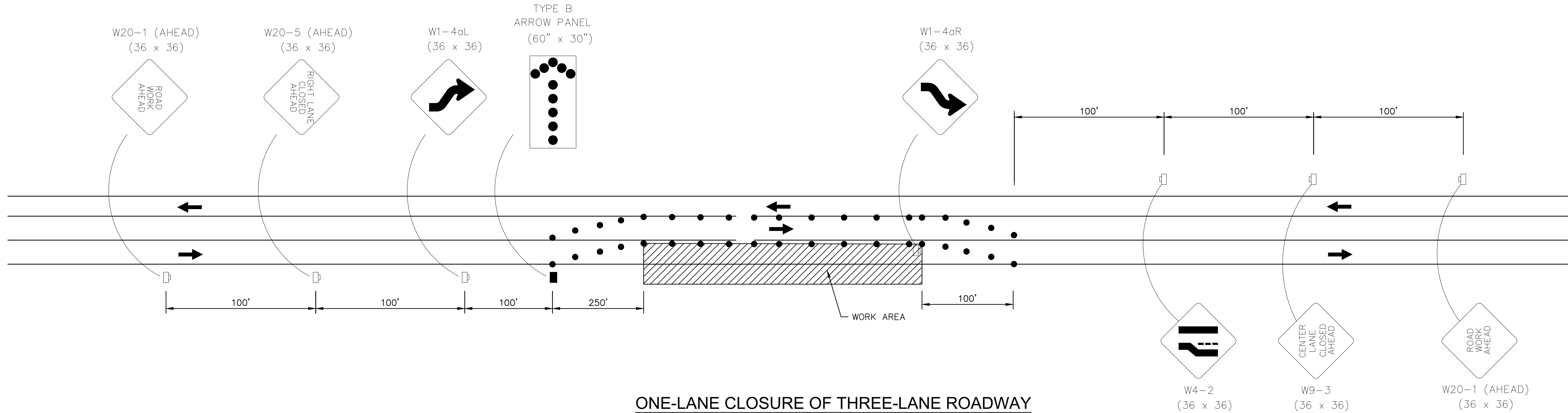
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- NOTES:
- ALL TRAFFIC CONTROL DEVICES ON THIS SHEET WILL BE PAID UNDER 618-A001, MAINTENANCE OF TRAFFIC.
 - ALL SIGN LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR MUST VERIFY LOCATIONS IN THE FIELD PRIOR TO SIGN PLACEMENT AND MAKE ADJUSTMENTS AS REQ'D. TO FIT FIELD CONDITIONS WITH THE APPROVAL OF THE PROJECT ENGINEER.



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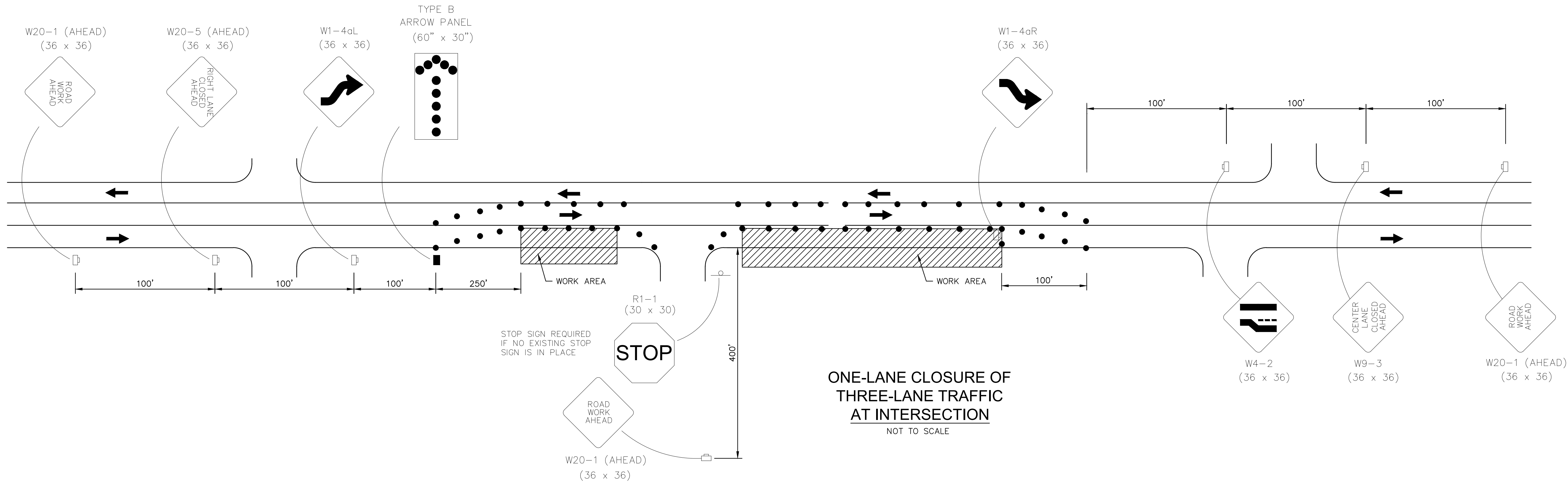


ONE-LANE CLOSURE OF THREE-LANE ROADWAY

NOT TO SCALE

GENERAL NOTES:

1. CONTRACTOR SHALL SET UP ALL TRAFFIC CONTROL DEVICES AND SIGNS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK.
2. WORK OPERATIONS SHALL BE CONFINED TO ONE TRAVEL LANE, LEAVING THE OPPOSING TRAVEL LANE OPEN TO TRAFFIC.
3. ALL VEHICLES, EQUIPMENT, WORKERS (EXCEPT FLAGGERS) AND THEIR ACTIVITIES ARE RESTRICTED AT ALL TIMES TO ONE SIDE OF THE ROADWAY.
4. FLAGGERS SHALL BE IN SIGHT OF EACH OTHER OR IN DIRECT COMMUNICATION AT ALL TIMES.
5. THE CONTRACTOR SHALL PROVIDE ACCESS (INGRESS AND EGRESS) TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR IS REQUIRED TO NOTIFY BUSINESSES AND HOMEOWNERS 48 HOURS IN ADVANCE OF ACCESS RESTRICTIONS.
6. CHANNELIZING DEVICES SHALL BE A MINIMUM HEIGHT OF 24".
7. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 36" X 36".
8. SPACING OF CHANNELIZING DEVICES ALONG LANE LINE AND WORK ZONE TO BE EQUAL TO THE POSTED SPEED (M.P.H.) X 1 IN FEET. (EXAMPLE 35 M.P.H. X 1 = 35')
9. WHEN THERE IS NO EXISTING HAZARD OR AT THE END OF THE WORK DAY, ALL SIGNS SHALL BE COVERED OR REMOVED AND ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
10. WHEN THE WORK ZONE IS STATIONARY, THE W20-7a SIGN SHOULD BE PLACED 200 FEET IN ADVANCE OF THE FLAGGER AND SHOULD INDICATE 200' AS THE DISTANCE.
11. ARROWS DENOTE DIRECTION OF TRAFFIC ONLY AND DO NOT REFLECT PAVEMENT MARKINGS.
12. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET SHALL BE INCLUDED IN PAY ITEMS 618 MAINTENANCE OF TRAFFIC
13. DISTANCES BETWEEN SIGNS ARE APPROXIMATE. SIGN SPACING SHOULD BE ADJUSTED FOR CURVES, HILLS, INTERSECTIONS, DRIVEWAYS, ETC., TO IMPROVE VISIBILITY.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THROUGH AND LOCAL TRAFFIC IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).



ONE-LANE CLOSURE OF
THREE-LANE TRAFFIC
AT INTERSECTION

NOT TO SCALE

SYMBOLS

- WORK AREA
- TRAFFIC CONTROL SIGN
- WORK ZONE SIGN
- STOP SIGN
- TRAFFIC CONE OR REFLECTIVE PLASTIC DRUM
- LOCATION OF ARROW BOARD

NOTICE TO DRAWING HOLDER

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FOURTH STREET IMPROVEMENTS - PHASE III
PROJECT NO. HPP-8750-00(004)LPA / 105845-802000

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

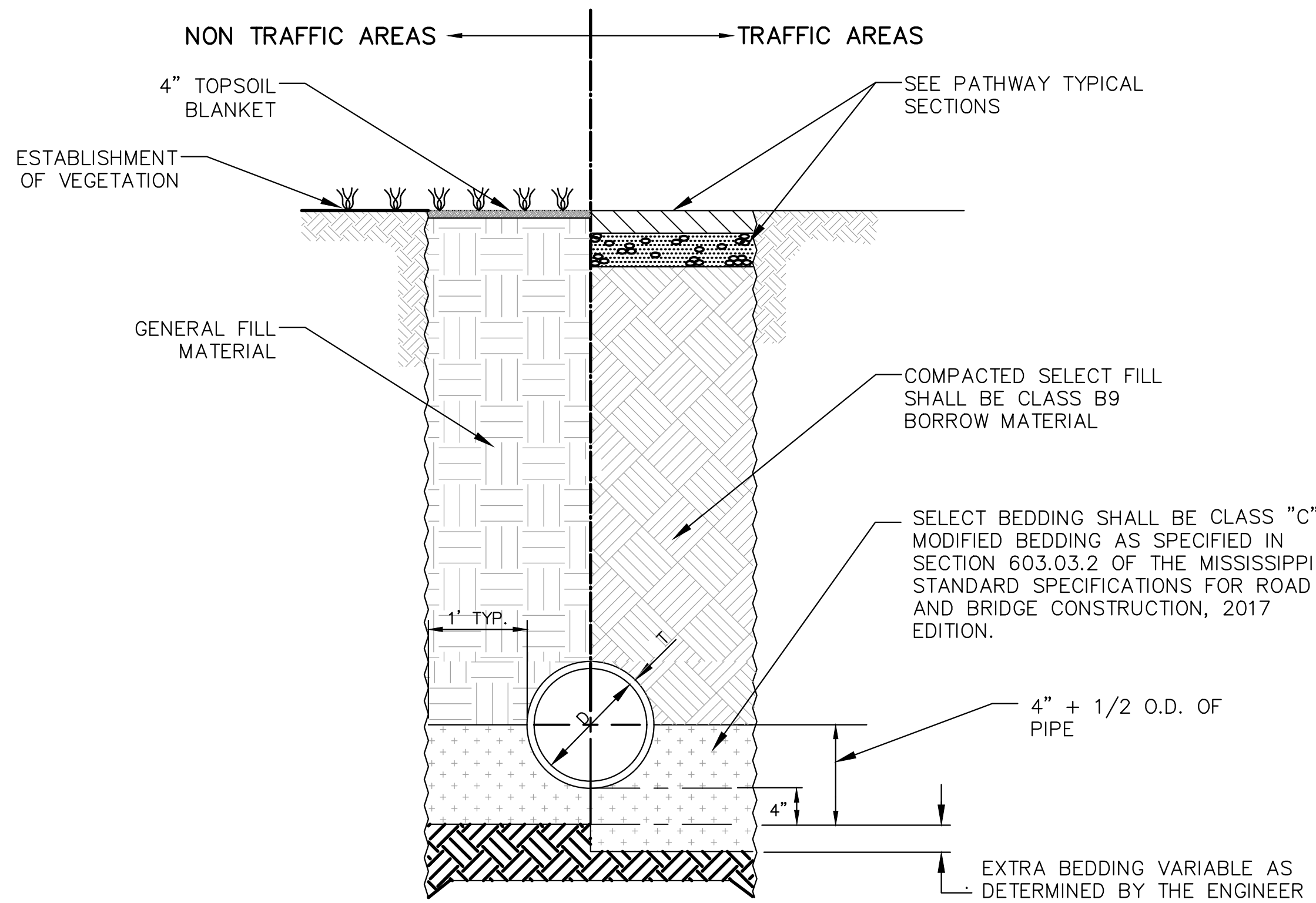
NEEL-SCHAFFER
Solutions you can build upon

CONSTRUCTION SIGNING
ONE LANE CLOSURE (3-LANE ROAD)

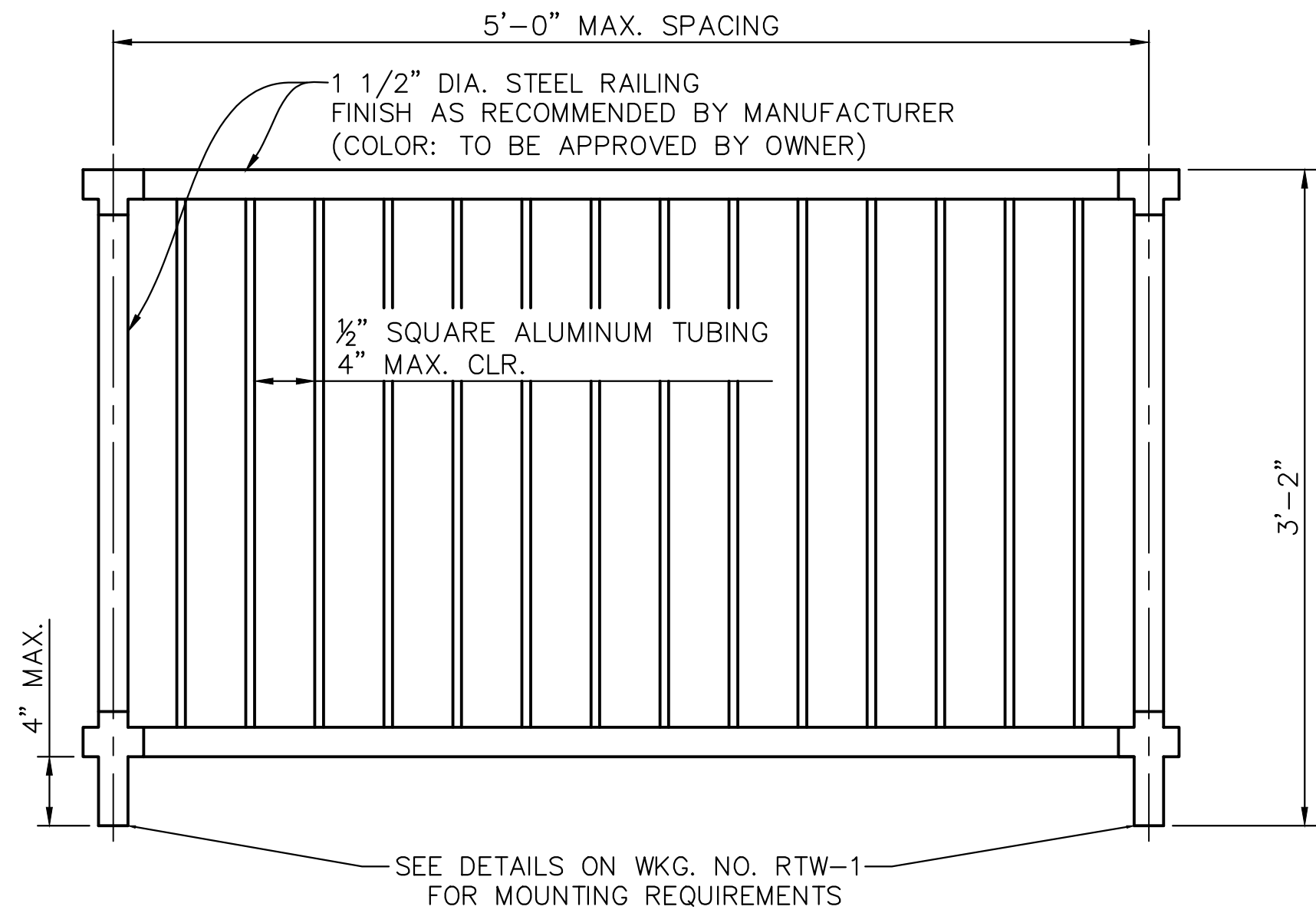
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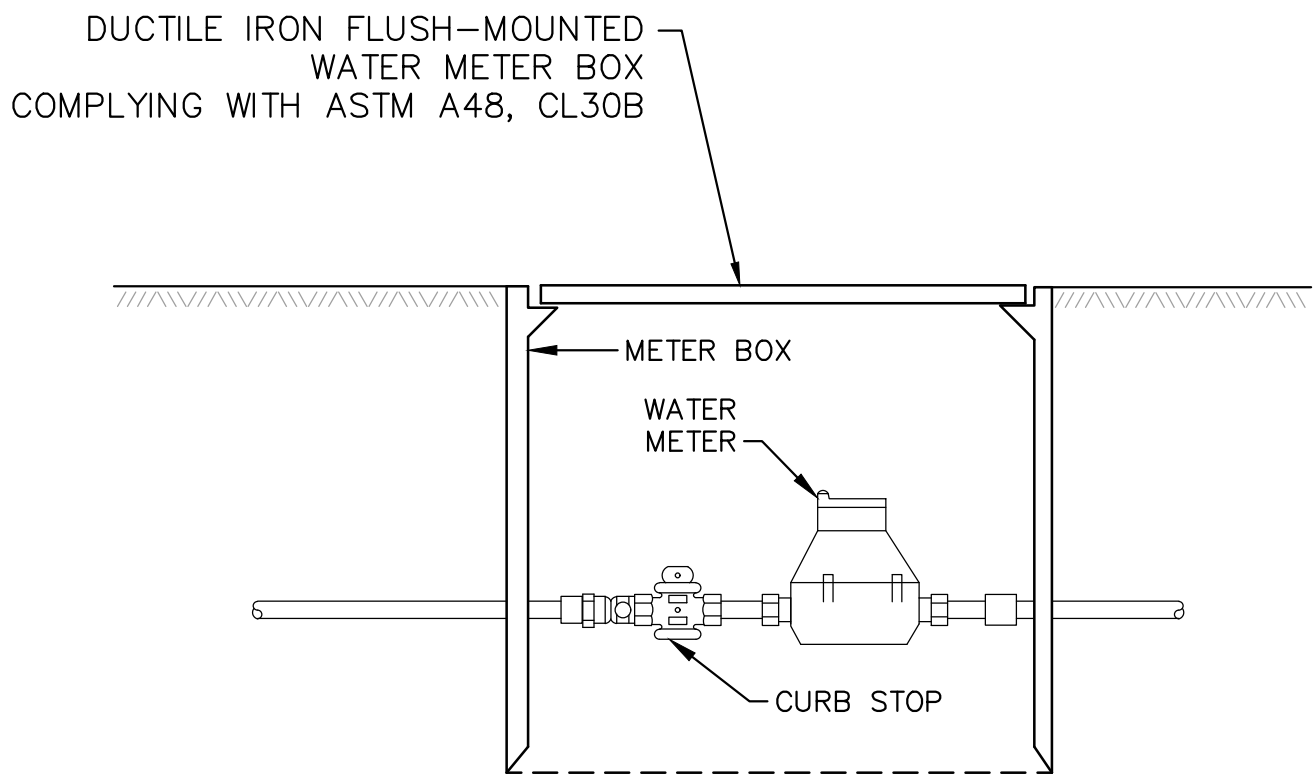
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**TYPICAL TRENCH DETAILS
FOR DRAINAGE PIPE**
NOT TO SCALE

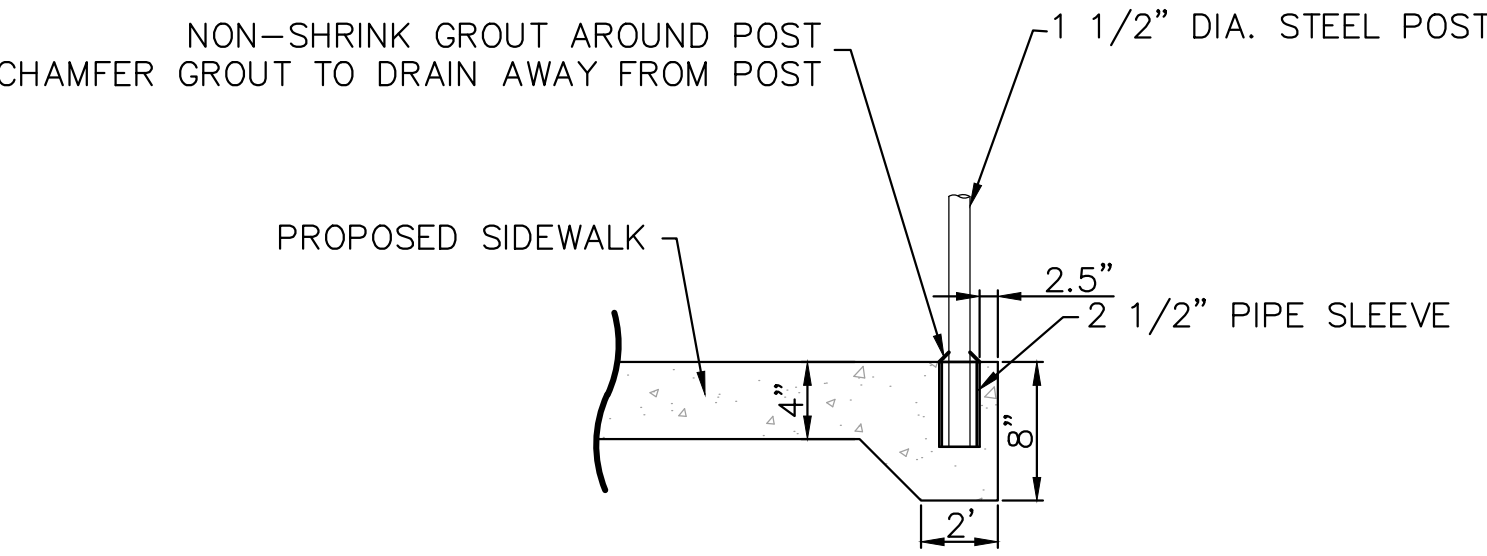


TYPICAL HANDRAIL-DETAIL
NOT TO SCALE



**WATER METER BOX REPLACEMENT DETAIL
FOR TRAFFIC AREAS**
NOT TO SCALE

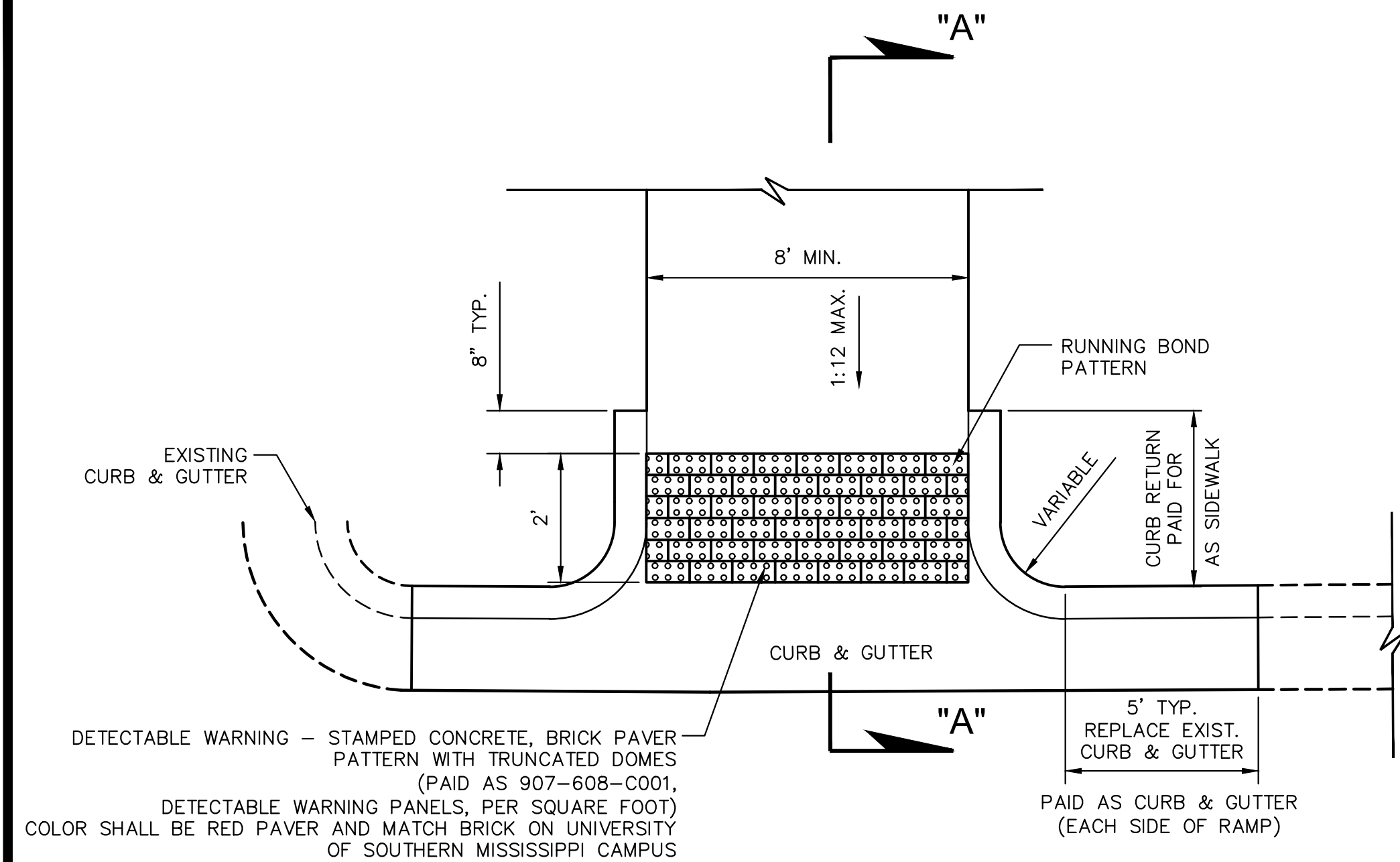
NOTE:
- PAYMENT FOR BOX WILL BE UNDER PAY ITEM 613-D010, ADJUSTMENT OF WATER METER.
- METER BOX WILL ONLY BE REQUIRED IF EXISTING BOX IS DAMAGED DURING DEMOLITION ACTIVITY.



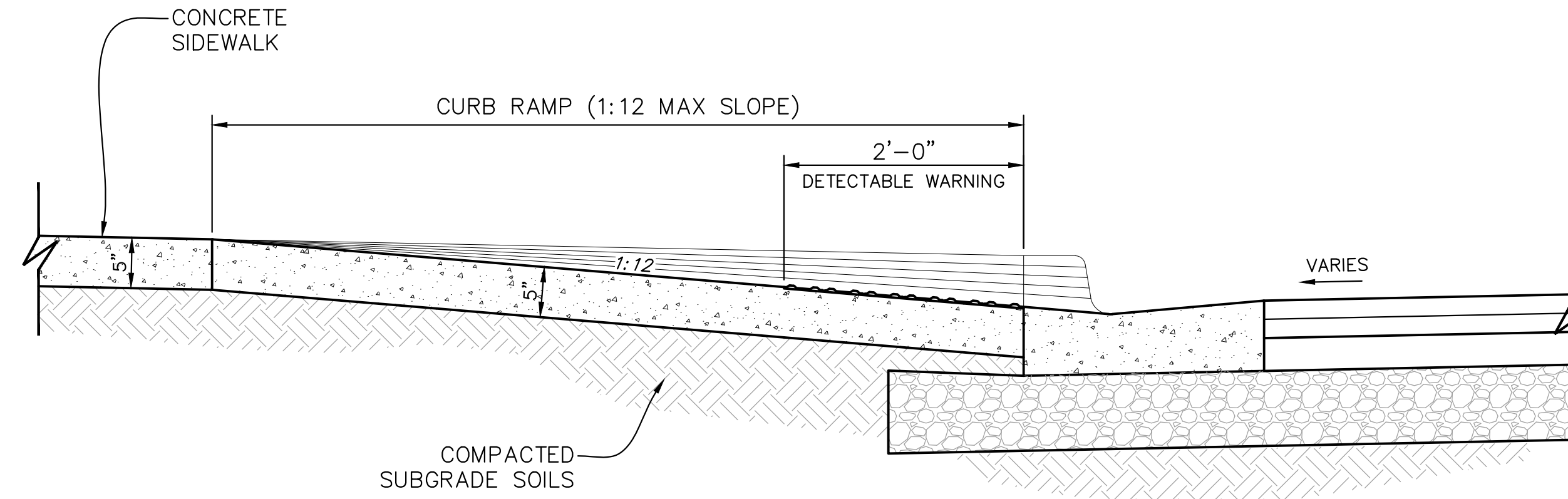
TYPICAL HANDRAIL MOUNTING DETAIL
NOT TO SCALE

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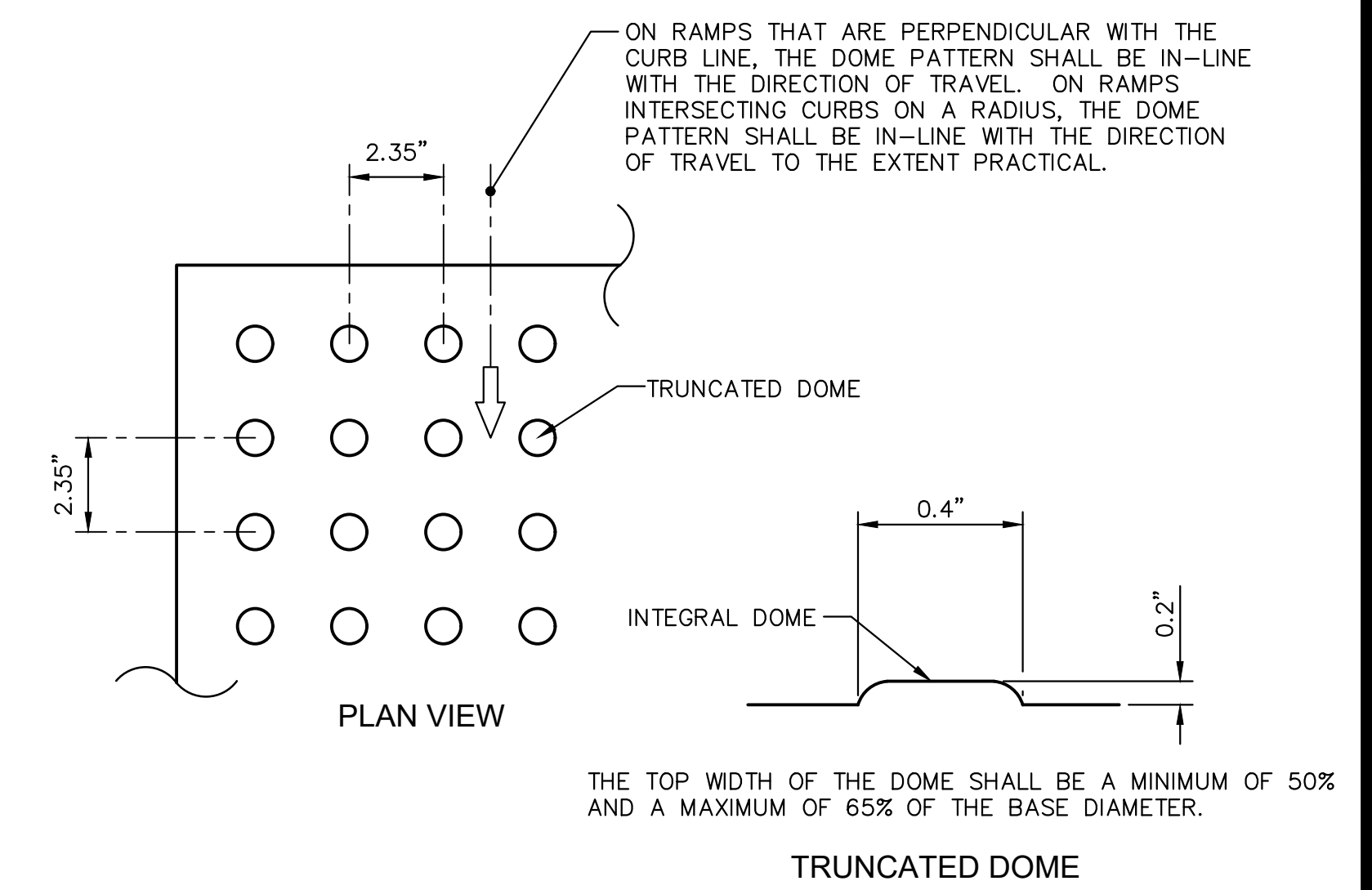




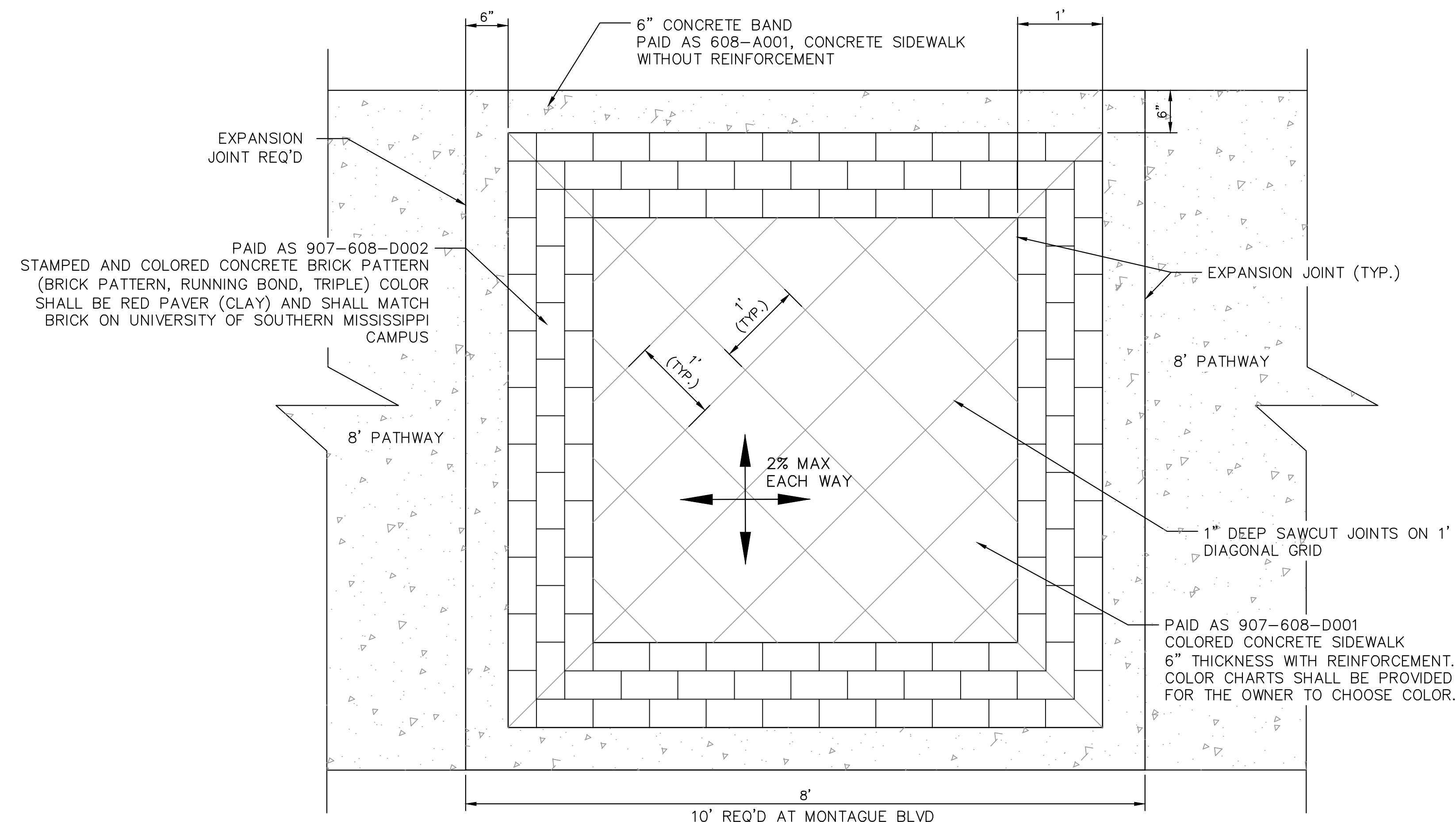
TYPICAL CURB-RETURN HANDICAP RAMP DETAIL
NOT TO SCALE



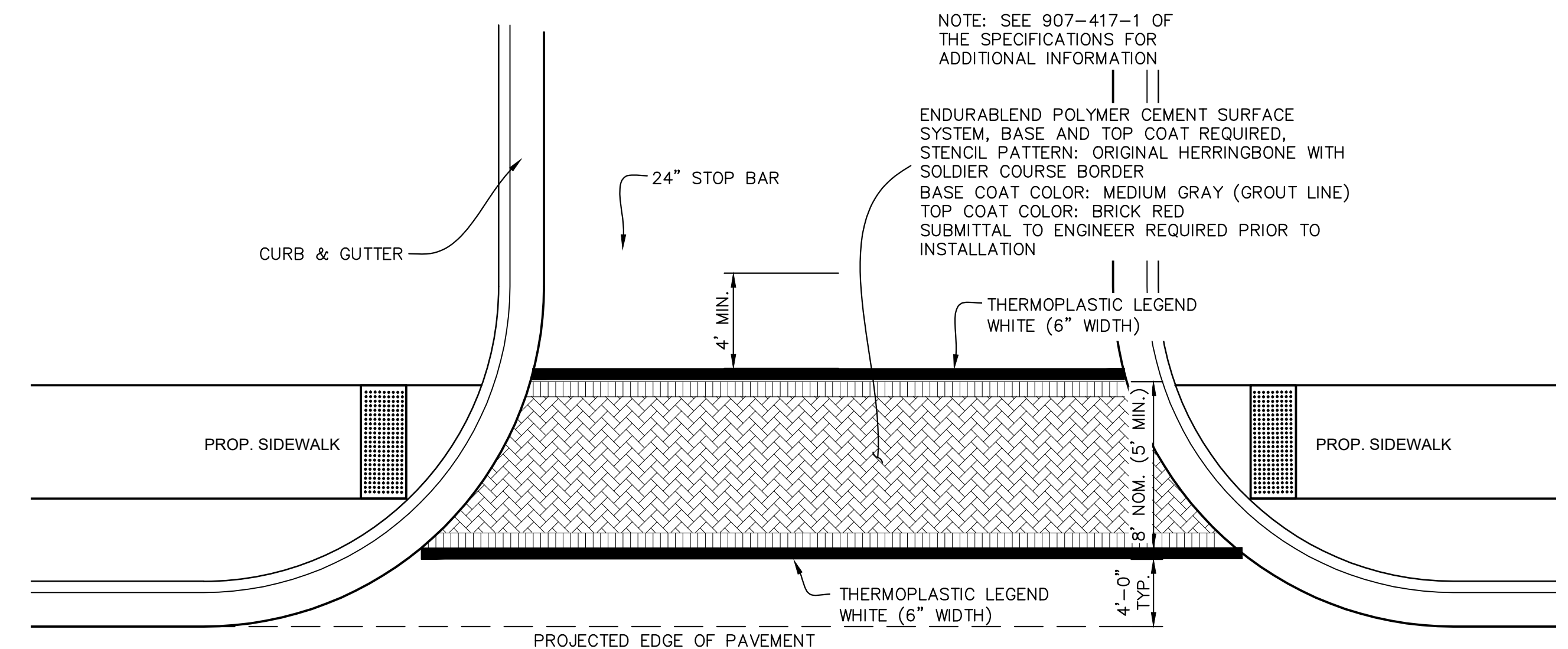
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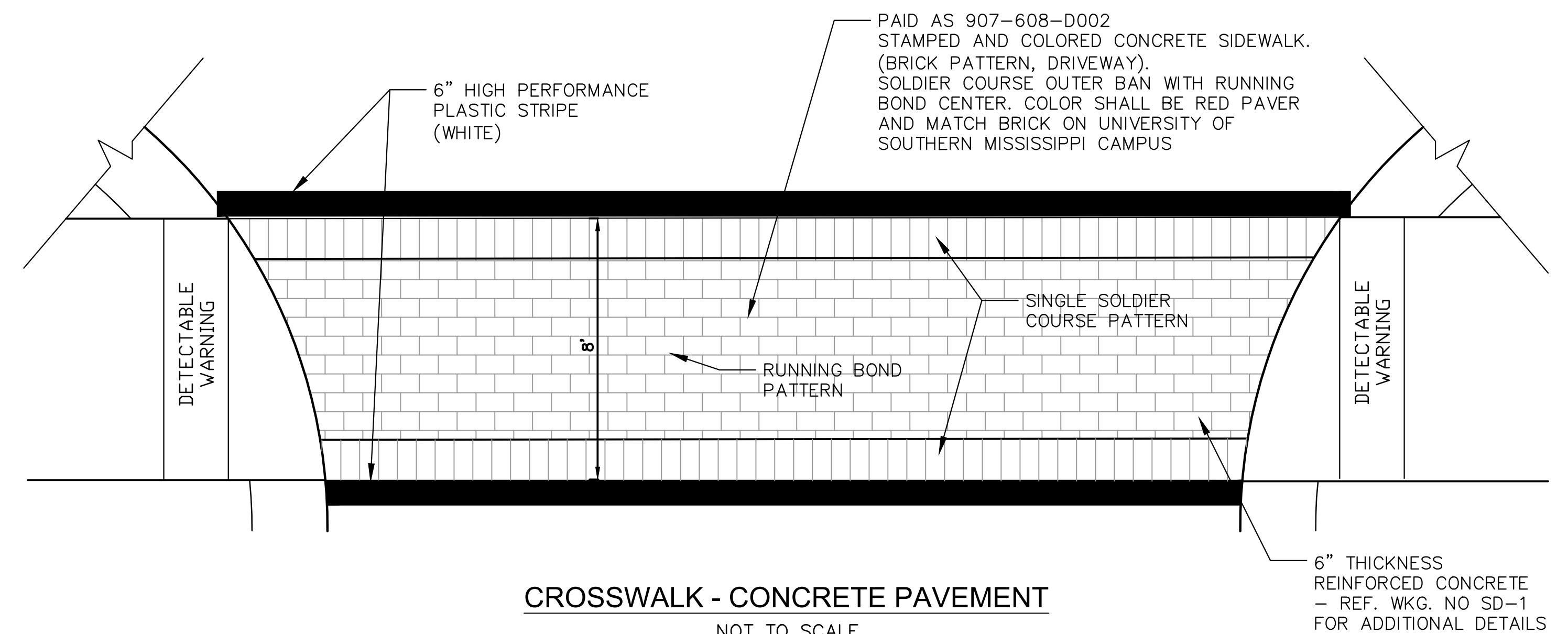
TRUNCATED DOME DETAIL
NOT TO SCALE



DECORATIVE LANDING DETAIL
NOT TO SCALE



CROSSWALK - ASPHALT PAVEMENT
NOT TO SCALE

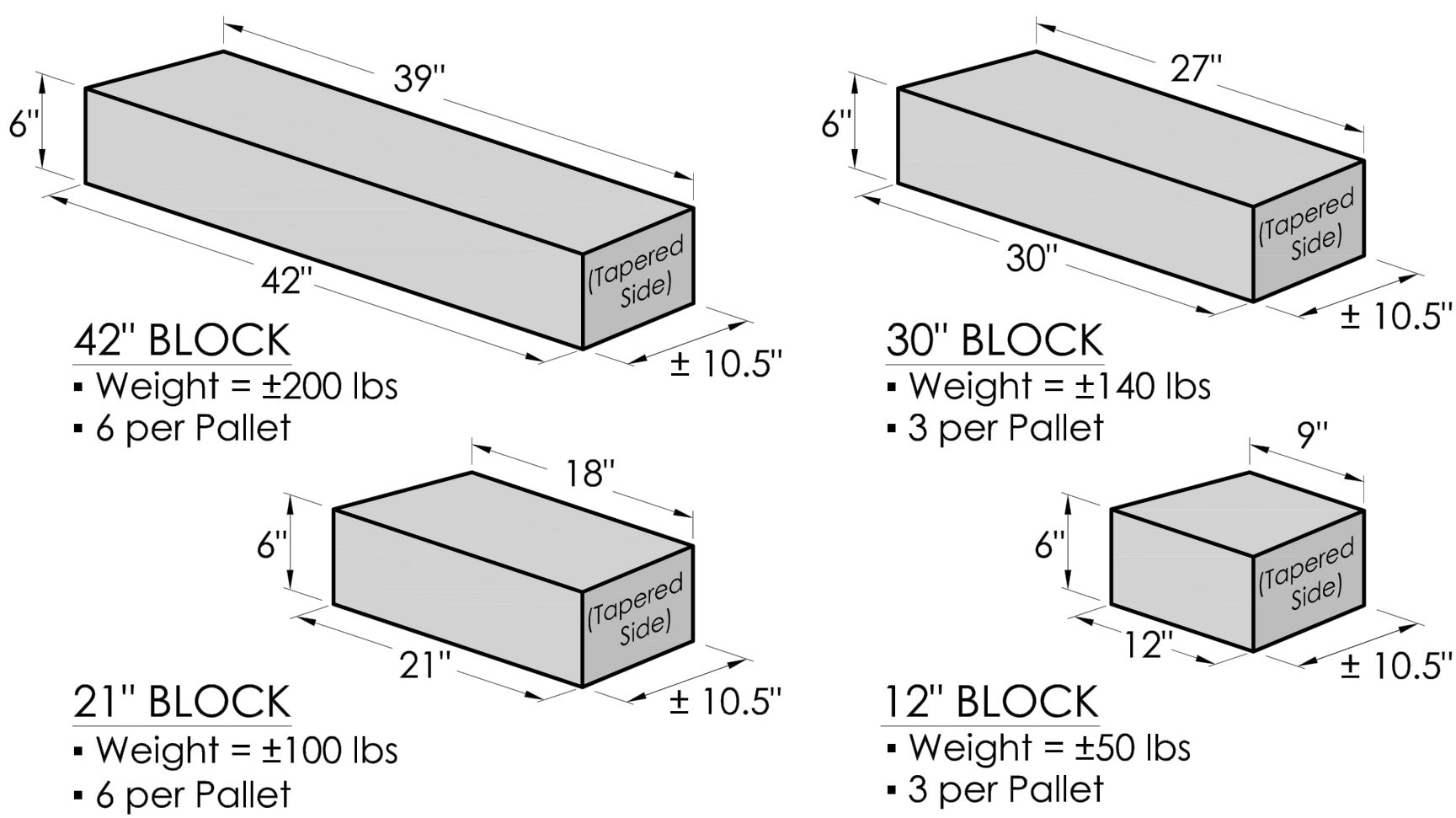


CROSSWALK - CONCRETE PAVEMENT
NOT TO SCALE

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FOURTH STREET IMPROVEMENTS - PHASE III PROJECT NO. HPP-8750-00(004)LPA / 105845-802000 CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY						
NEEL-SCHAFFER Solutions you can build upon						
MISCELLANEOUS CONSTRUCTION DETAILS						
WORKING NUMBER:			DRAWING NUMBER:			
DET-2			19			

WALL BLOCKS

Kodah wall blocks are provided in four basic sizes. The blocks are finished on the front and back faces. Both sides of the wall blocks are tapered on each side approximately 1 1/2" from the front to the back of the block. There are multiple face/texture patterns for each basic block size, providing a more random look for your finished project.

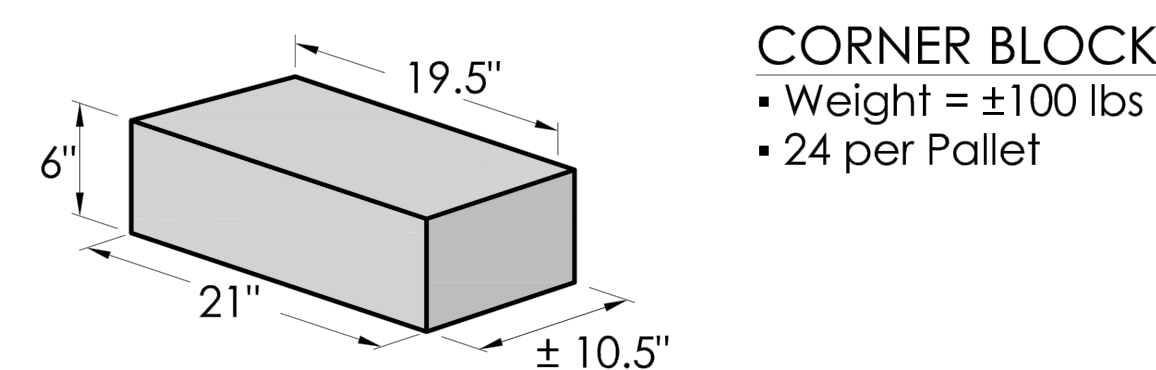


NOTES:

- THE RETAINING WALL SHALL BE ROSETTA - KODAH. THE COLOR IS TO BE CHOCTAW SANDSTONE.
- THE COST OF THE RETAINING WALL PER SQUARE FOOT SHALL INCLUDE EXCAVATION & DISPOSAL MATERIALS FOR FOOTING & BLOCKS, BASE FOUNDATION & LEVELING, BLOCKS WITH ATTACHMENTS FEATURES, WALL BACKFILL CRUSHED STONE, AND ALL LABOR AND MATERIALS NECESSARY TO COMPLETE WORK.
- CONTRACTOR IS REQUIRED TO STAKE PROPOSED RETAINING WALL PATH FOR REVIEW AND APPROVAL BY THE ENGINEER BEFORE CONSTRUCTION.
- BLOCK RETAINING WALL SHALL BE INSTALLED ACCORDING TO MANUFACTURES RECOMMENDATIONS.

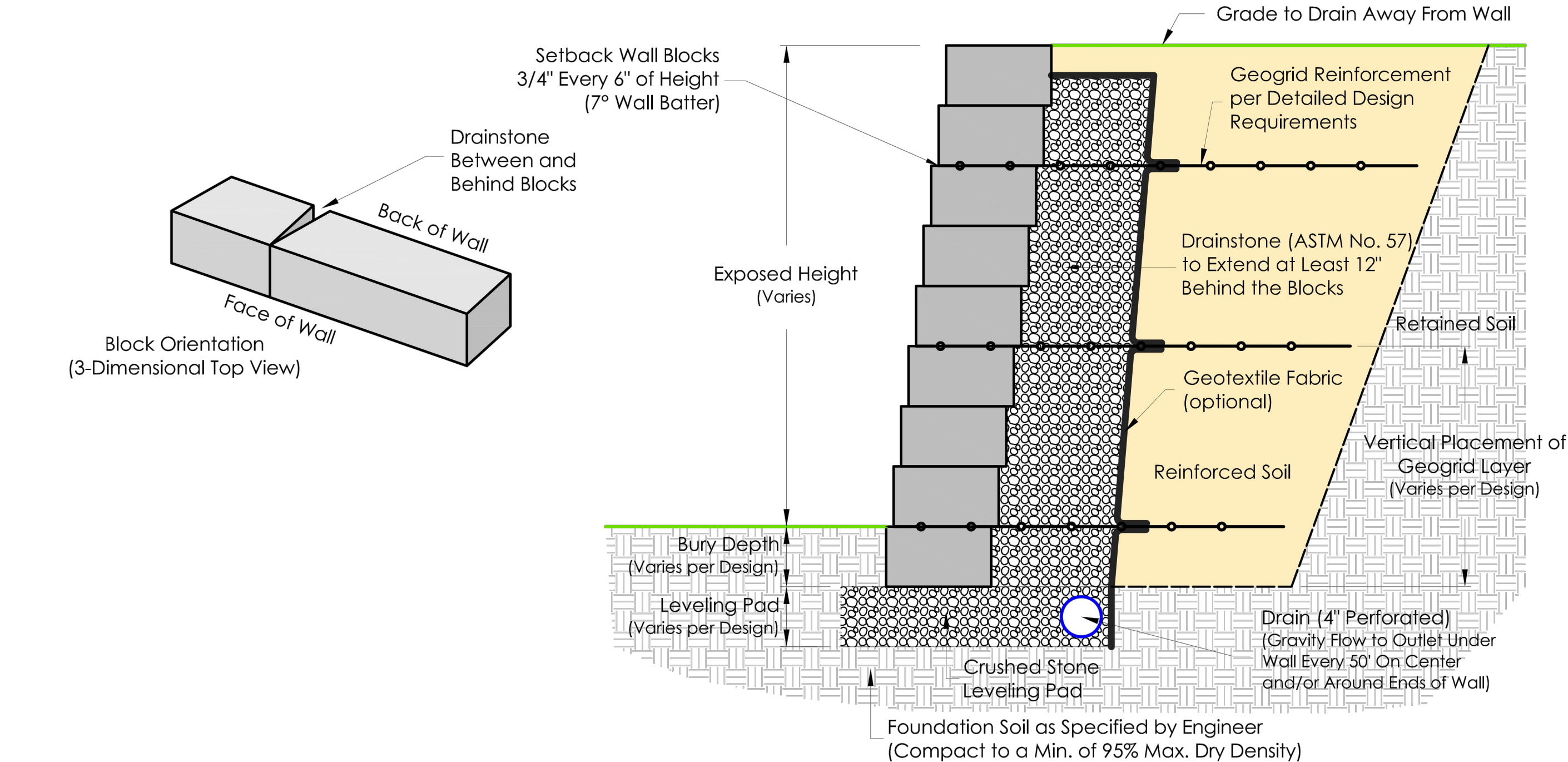
CORNER BLOCKS

Kodah corner blocks are finished on 3 sides. The 4th side is tapered (left or right) to fit with retaining wall blocks. There are 12 of each taper on the pallet. The corner blocks can be used to construct columns, provide a finished end on a freestanding wall, and to make 90° corners.



TYPICAL WALL CONSTRUCTION DETAILS - REINFORCED INSTALLATION

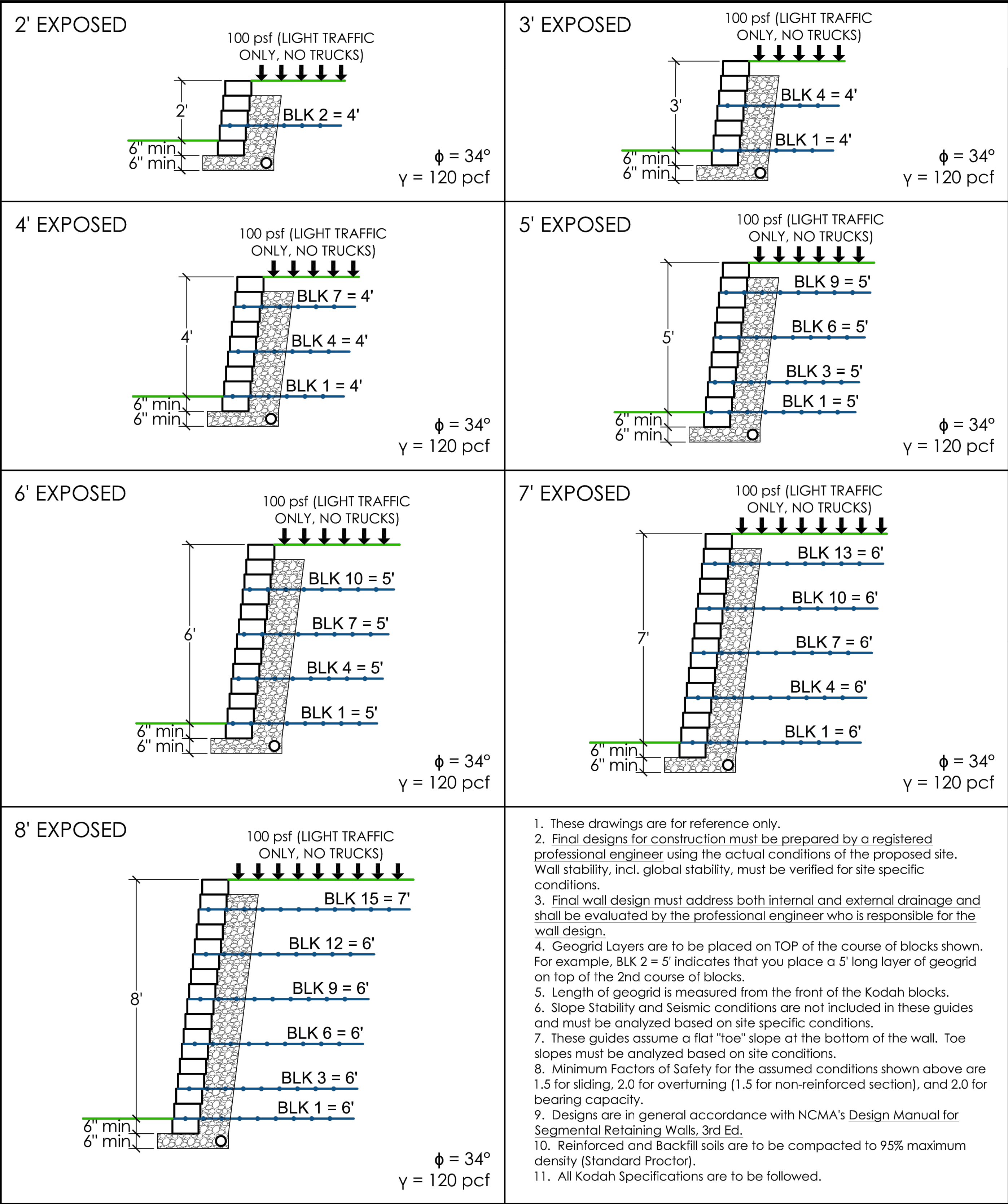
This page shows typical construction details for reinforced Kodah retaining walls. This drawing represents the major components required in wall construction. Specific details including geotextile reinforcement layers, drainage details, soil requirements, etc. shall be per the engineered design for the wall.



KODAH PRELIMINARY GEOGRID REINFORCEMENT GUIDE

This page shows preliminary guides for soil reinforcement required to construct a wall with Rosetta Kodah blocks in the conditions noted below. The geogrid reinforcement is Mirafi Miragrid 3XT.

DENSE WELL-GRADED SAND, SAND AND GRAVEL $(\phi = 34^\circ, \gamma = 120 \text{ pcf})$
NO BACK SLOPE NO TOE SLOPE 100 psf SURCHARGE



1. These drawings are for reference only.
2. Final designs for construction must be prepared by a registered professional engineer using the actual conditions of the proposed site. Wall stability, incl. global stability, must be verified for site specific conditions.
3. Final wall design must address both internal and external drainage and shall be evaluated by the professional engineer who is responsible for the wall design.
4. Geogrid Layers are to be placed on TOP of the course of blocks shown. For example, BLK 2 = 5' indicates that you place a 5' long layer of geogrid on top of the 2nd course of blocks.
5. Length of geogrid is measured from the front of the Kodah blocks.
6. Slope Stability and Seismic conditions are not included in these guides and must be analyzed based on site specific conditions.
7. These guides assume a flat "toe" slope at the bottom of the wall. Toe slopes must be analyzed based on site conditions.
8. Minimum Factors of Safety for the assumed conditions shown above are 1.5 for sliding, 2.0 for overturning (1.5 for non-reinforced section), and 2.0 for bearing capacity.
9. Designs are in general accordance with NCMA's Design Manual for Segmental Retaining Walls, 3rd Ed.
10. Reinforced and Backfill soils are to be compacted to 95% maximum density (Standard Proctor).
11. All Kodah Specifications are to be followed.

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				DSGN: GPC	DATE: 05/2023
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				CHKD:	DATE:
				QA/QC:	DATE:

FOURTH STREET IMPROVEMENTS - PHASE III
PROJECT NO. HPP-8750-00(004)LPA / 105845-802000

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



RETAINING WALL
DETAILS

WORKING NUMBER:
RTW-1

DRAWING NUMBER:
20

KODAH PRELIMINARY GEOGRID REINFORCEMENT GUIDE

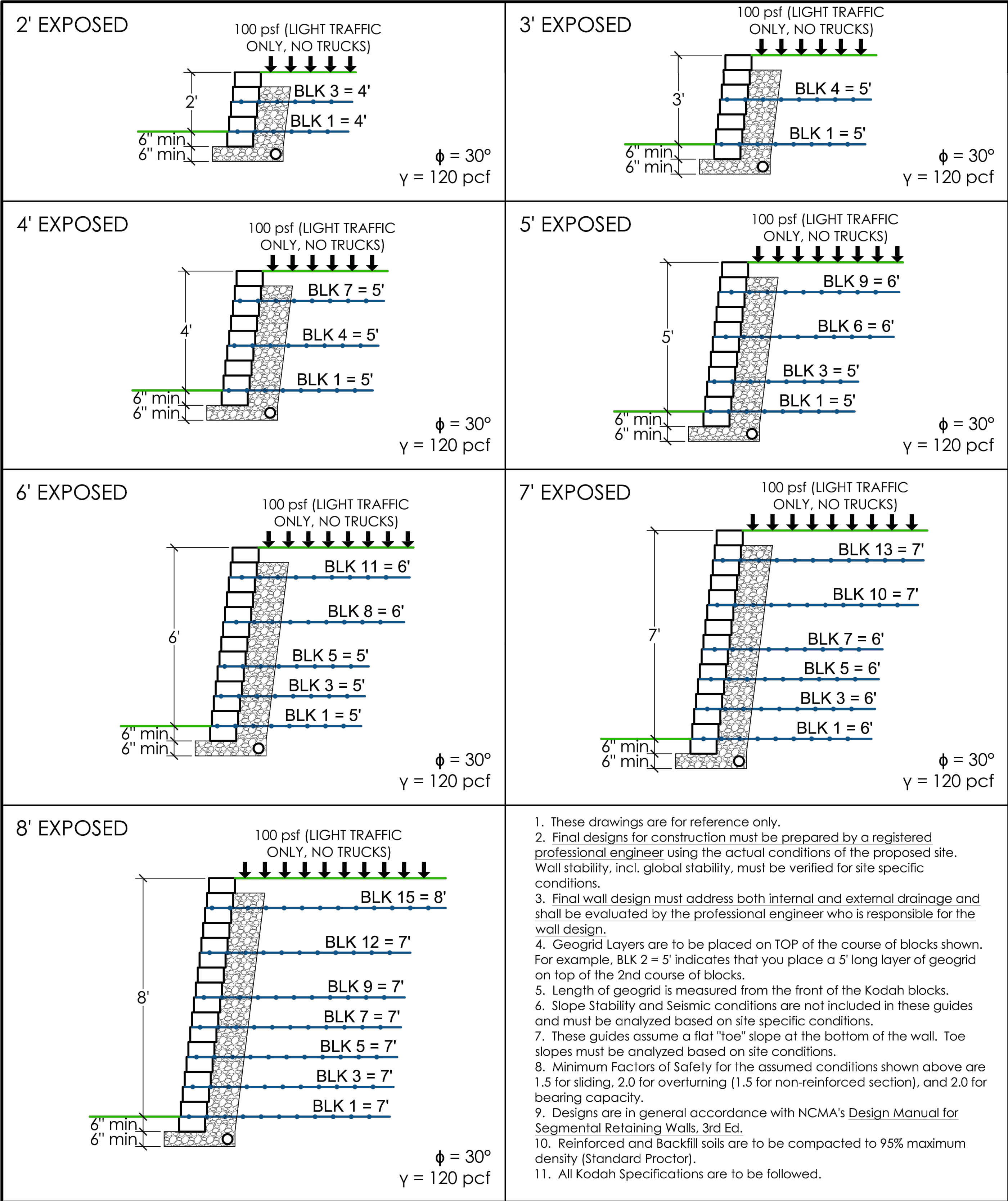
This page shows preliminary guides for soil reinforcement required to construct a wall with Rosetta Kodah blocks in the conditions noted below. The geogrid reinforcement is Mirafi Miragrid 3XT.

FINE TO MEDIUM SAND

NO BACK SLOPE

NO TOE SLOPE

($\phi = 30^\circ, \gamma = 120 \text{ pcf}$)
100 psf SURCHARGE



KODAH PRELIMINARY GEOGRID REINFORCEMENT GUIDE

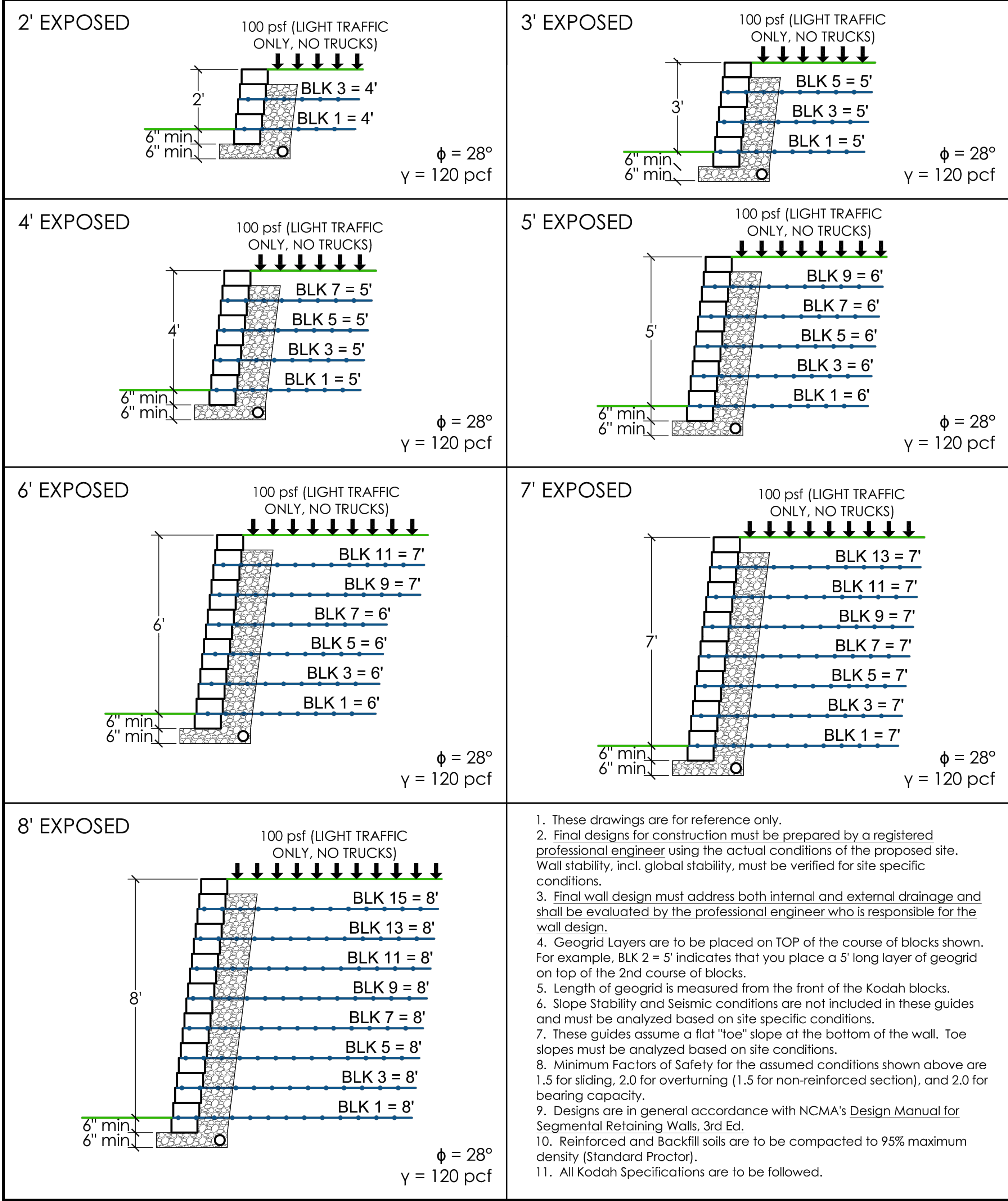
This page shows preliminary guides for soil reinforcement required to construct a wall with Rosetta Kodah blocks in the conditions noted below. The geogrid reinforcement is Mirafi Miragrid 3XT.

SILTY SAND, CLAYEY SAND

NO BACK SLOPE

NO TOE SLOPE

($\phi = 28^\circ, \gamma = 120 \text{ pcf}$)
100 psf SURCHARGE



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FOURTH STREET IMPROVEMENTS - PHASE III
PROJECT NO. HPP-8750-00(004)LPA / 105845-802000

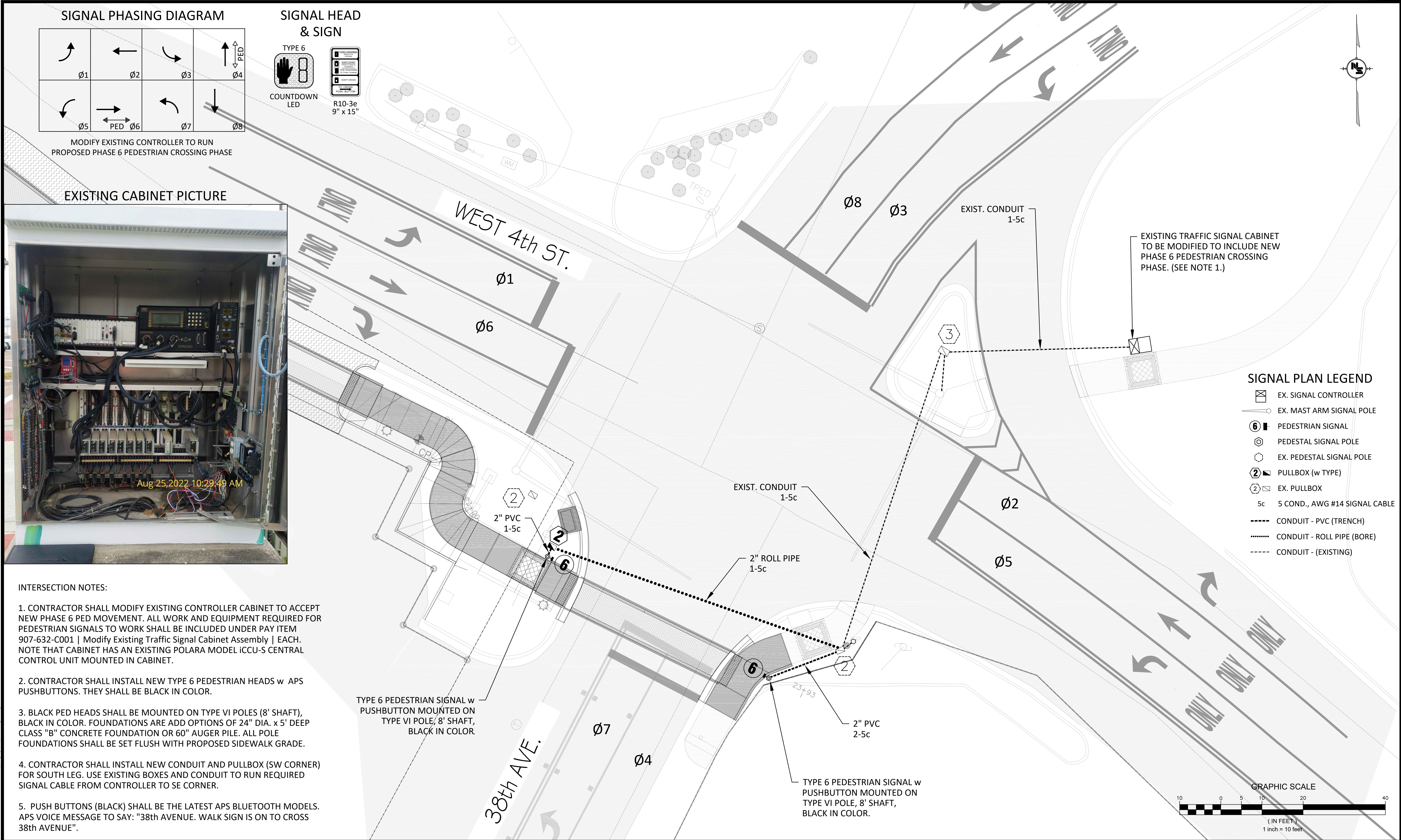
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



RETAINING WALL
DETAILS

WORKING NUMBER:
RTW-2

DRAWING NUMBER:
21



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						CHKD:	DATE:	DRAWING NUMBER:	
						QA/QC:	DATE:	2001	

TRAFFIC SIGNAL GENERAL NOTES

1. POLES, SIGNAL HEADS, EQUIPMENT BOXES, PULLBOXES AND CONDUIT LOCATIONS MAY BE VARIED SLIGHTLY TO FIT FIELD CONDITIONS AS DIRECTED BY THE PROJECT ENGINEER. HOWEVER, SIGNAL HEAD OR POLE LOCATIONS SHALL BE WITHIN REQUIREMENTS OUTLINED IN THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND HIGHWAY DESIGN AND OPERATIONAL PRACTICES RELATED TO HIGHWAY SAFETY.
2. THE CONTRACTOR SHALL PROVIDE MAST ARM POLE DESIGN CERTIFICATION AND CALCULATIONS AS OUTLINED IN SECTION 722.02 OF STANDARD SPECIFICATIONS. DESIGN STANDARD FOR MAST ARMS POLES SHALL BE 2013 AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS. USE FATIGUE CATEGORY II, USE 50 YEAR DESIGN SERVICE LIFE AND DO NOT CONSIDER GALLOPING OR TRUCK-INDUCED GUSTS. WIND AND ICE LOADS VARIABLE BASED UPON MAPS IN THE 2013 AASHTO SPECIFICATION. USE UPSWEPT MAST ARMS UNLESS OTHERWISE NOTED ON PLANS. SEE TSD 3.
3. DETERMINATION OF REQUIRED SIZES, LENGTHS AND GAUGES OF TYPE I - XI STEEL POLES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR IN ACCORDANCE WITH THE PLANS AND SECTION 722.02 OF THE STANDARD SPECIFICATIONS, UNLESS OTHERWISE SPECIFIED IN PLANS OR SPECIFICATIONS.
4. TRAFFIC SIGNAL MAST ARM POLES SHALL BE HOT DIPPED GALVANIZED WITH FINISH APPROVED BY THE PROJECT ENGINEER.
5. TRAFFIC SIGNAL MAST ARM POLES REQUIRING LUMINAIRES ARE DESIGNATED BY (L). ALL LUMINAIRES SHALL BE LED UNLESS OTHERWISE NOTED ON PLANS.
6. STAINLESS STEEL TAG ATTACHED TO THE POLE SHAFT USING 3/16 INCH STAINLESS STEEL POP RIVETS WITH PROPERTIES AND INFORMATION AS FOLLOWS:
 - MINIMUM 1/16 INCH THICKNESS
 - MINIMUM 1/4 INCH STAMPED LEGEND WITH FOLLOWING INFORMATION:
 - MANUFACTURER NAME
 - MONTH / YEAR OF MANUFACTURE
 - UNIQUE IDENTIFYING NUMBER FOR FUTURE MANUFACTURER REFERENCE
 - EXTERNAL PROJECT NUMBER FROM THE PLANS COVER SHEET (EXAMPLE: STP-XXXX-XX...)TAG TO BE INSTALLED ON SHAFT SIDE OPPOSITE THE MAINLINE HIGHWAY AND LOCATED APPROXIMATELY 48 INCHES ABOVE THE TOP OF BASE PLATE.
7. THE TOP OF THE STRAIN POLE FOUNDATION SHALL BE 6" ABOVE THE GROUND. THE CONTRACTOR SHALL PROVIDE POLES OF SUFFICIENT LENGTH PLUS 2 FEET TO PROVIDE REQUIRED VERTICAL CLEARANCE OF THE TRAFFIC SIGNAL HEADS WITHOUT EXTENDING THE FOUNDATION ABOVE THE GROUND LINE OF THE POINT WHERE THE POLE IS LOCATED, EVEN THOUGH THIS MAY BE BELOW THE FINISHED GRADE OF THE ROADWAY.
8. ALL STRAIN POLES AT AN INTERSECTION SHALL BE THE SAME DIAMETER AND UTILIZE THE SAME BOLT CIRCLE SPACING.
9. POLE FOUNDATIONS AND BASE MOUNTED CABINET FOUNDATIONS, GRADE SHALL BE ESTABLISHED TO $\pm 3"$ OF EDGE OF PAVEMENT ELEVATION UNLESS APPROVED BY SIGNAL PROJECT ENGINEER.
10. TRAFFIC SIGNAL HEADS SHALL BE BLACK IN COLOR UNLESS OTHERWISE NOTED ON PLANS WITH BLACK BACK PLATES
11. PEDESTRIAN HEADS SHALL BE BLACK IN COLOR UNLESS OTHERWISE NOTED ON PLANS.
12. PEDESTRIAN PUSHBUTTONS SHALL BE EITHER STANDARD PUSHBUTTONS OR APS (ACCESSIBLE PEDESTRIAN SYSTEM) STYLE AS NOTED ON PLANS. SIGNS TO BE INCLUDED IN PAY ITEM FOR PEDESTRIAN PUSHBUTTONS AT NO ADDITIONAL COST. SIDE OF POLE LOCATIONS OF PUSHBUTTONS MAY BE FIELD ADJUSTED. PUSHBUTTON HARDWARE SHALL BE BLACK IN COLOR UNLESS OTHERWISE NOTED ON PLANS.
13. FIELD DRILL AND TAP EXISTING POLES WHERE PEDESTRIAN SIGNALS AND PUSHBUTTONS ARE REQUIRED ON PLANS. (ABSORBED ITEM).

14. ALL TRAFFIC SIGNAL CABINETS SHALL BE ETHERNET READY, AND COMPATIBLE WITH MDOT'S EXISTING TRAFFIC SIGNAL MANAGEMENT SOFTWARE. ALL TRAFFIC SIGNAL CONTROLLER FIRMWARE SHALL BE CAPABLE OF DELAYING THE ONSET OF THE FLASHING YELLOW ARROW. ALL MMU'S SHALL BE ETHERNET READY, 16 CHANNEL, AND CAPABLE OF RUNNING 12 DIFFERENT MODES OF FLASHING YELLOW ARROW OPERATION. THE CONTRACTOR SHALL COORDINATE WITH MDOT FOR IP ADDRESSES ON ALL NETWORKABLE DEVICES. DEVICES INCLUDE BUT NOT LIMITED TO: CONTROLLER, MMU WITH SDLC CABLE (CONFLICT MONITOR), AND DETECTION UNITS. TRAFFIC SIGNAL CONTROLLER CABINET SHALL HAVE A 16 LOAD BAY FACILITY, REAR ACCESS DOOR, LAPTOP TRAY, AND DUAL POSITION INTERNAL LED LIGHTING. ALL TRAFFIC SIGNAL CONTROLLER CABINETS SHALL HAVE A 5 POSITION CARD RACK AND ONE 175 WATT MINIMUM POWER SUPPLY AND 4 AVAILABLE SLOTS UNLESS OTHERWISE NOTED ON PLANS. SEE 907-632.02.6.1.
15. FOR PROTECTED/PERMITTED LEFT TURN PHASING USING TYPE 2 FYA TRAFFIC SIGNAL HEADS, OPERATION SHALL BE AS FOLLOWS: THE PROTECTED PHASE OF THIS OPERATION SHALL DISPLAY A SOLID GREEN ARROW, FOLLOWED BY A SOLID YELLOW ARROW, AND ENDING WITH A SOLID RED ARROW. THE PERMITTED PORTION OF THIS OPERATION SHALL START WITH A FLASHING YELLOW ARROW, FOLLOWED BY A SOLID YELLOW ARROW, AND ENDING WITH A SOLID RED ARROW. THERE SHALL BE A DELAY (AS DIRECTED BY THE PROJECT ENGINEER) BETWEEN THE END OF THE PROTECTED PORTION OF THIS OPERATION AND THE BEGINNING OF THE PERMITTED PORTION OF THIS OPERATION. DURING THIS DELAY, THE OPPOSING PHASE THRU HEADS ARE CAPABLE OF DISPLAYING A GREEN BALL. SIGNAL CONTROLLER WITH FIRMWARE NECESSARY TO ACCOMPLISH THIS DELAY SHALL BE PROVIDED.
17. POLES AND FOUNDATIONS OF EXISTING SIGNAL INSTALLATION REMOVALS SHALL BE CUT OFF 6" BELOW GROUND, REMOVED AND AREA RESTORED TO MATCH ADJACENT SURFACE AS DIRECTED BY THE PROJECT ENGINEER.
18. ALL REMOVED EXISTING TRAFFIC SIGNAL EQUIPMENT SHALL BECOME THE PROPERTY OF THE CONTRACTOR, UNLESS SPECIFIC ITEMS ARE NOTED IN THE PLANS TO BE SALVAGED AS DIRECTED BY THE PROJECT ENGINEER.
19. THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE ELECTRICAL SERVICE FROM THE POWER COMPANY SERVICE POINT TO THE POWER SERVICE PEDESTAL. FOR SPAN WIRE INSTALLATION, POWER SHALL RUN FROM THE POWER COMPANY SERVICE POINT AERIAL TO THE SIGNAL POLE NEAREST THE CONTROLLER, THE SERVICE SHALL THEN RUN TO THE CONTROLLER AS SHOWN ON THE PLANS. FOR MAST ARM INSTALLATION, POWER SHALL RUN FROM THE POWER COMPANY SERVICE POINT UNDERGROUND DIRECTLY TO THE POWER SERVICE PEDESTAL, THEN TO THE CONTROLLER CABINET, AS SHOWN ON THE PLANS. A DISCONNECT SHALL BE INSTALLED AT THE POWER COMPANY SERVICE POLE FOR MAST ARM INSTALLATIONS
20. POWER SERVICE METER SHALL NOT BE MOUNTED ON THE CONTROLLER CABINET OR MAST ARM POLE SHAFTS. A SEPARATE POWER SERVICE PEDESTAL FOR MOUNTING THESE ITEMS IS REQUIRED. (SEE TSD-6 & TSD-7). BLACK CONDUCTORS SHALL BE USED FOR ALL LINE (HOT) WIRES AND WHITE CONDUCTORS SHALL BE USED FOR ALL NEUTRAL WIRES.
21. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAKE THE NECESSARY ARRANGEMENTS WITH THE LOCAL POWER COMPANY TO PROVIDE THE POWER SUPPLY ASSEMBLY FOR ANY NEW INSTALLATION. THE CONTRACTOR SHALL PAY FOR, AT NO COST TO THE DEPARTMENT, ALL DEPOSITS, HOOK-UP CHARGES, OR OTHER SERVICE FEES REQUIRED BY THE POWER COMPANY FOR THE ESTABLISHMENT OF NEW SERVICE. THE COST OF ALL SUCH FEES SHALL BE CONSIDERED INCIDENTAL AND ABSORBED WITHIN EXISTING PAY ITEMS. THE DEPARTMENT OR THE LOCAL AGENCY WILL BE RESPONSIBLE FOR PAYMENT OF THE MONTHLY SERVICE BILL FOR THE NEW POWER SERVICE INSTALLATION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SWAP THE ELECTRICAL SERVICE ACCOUNT OVER TO THE DEPARTMENT OR LOCAL AGENCY. WHEN ELECTRIC POWER SERVICE EXISTS AND IS USED FOR THE OPERATION OF AN EXISTING SYSTEM, THE MONTHLY SERVICE FEES SHALL CONTINUE TO BE PAID BY THE DEPARTMENT OR THE LOCAL AGENCY. IF THE EXISTING POWER SERVICE IS INTENDED FOR USE WITH A NEW SIGNAL SYSTEM, THEN ANY SERVICE CHARGE FEES

SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. SIMILARLY, IF AN EXISTING POWER SERVICE IS TO BE DISCONNECTED, ANY SERVICE CHARGE FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE COST OF ALL SUCH FEES SHALL BE CONSIDERED INCIDENTAL AND ABSORBED WITHIN EXISTING PAY ITEMS.

22. WHEN CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TEMPORARY SIGNALS TO ACCOMMODATE ROADWAY CONSTRUCTION, IT SHALL BE PAID FOR UNDER PAY ITEM 619-H1, TRAFFIC SIGNAL, LUMP SUM, UNLESS OTHERWISE NOTED ON PLANS.
23. VEHICLE LOOP ASSEMBLIES SHALL BE INSTALLED IN THE TOP LAYER OF BINDER OR EXISTING SURFACE BEFORE THE FINAL SURFACE COURSE IS APPLIED (BASED ON 2" FINAL LIFT MAXIMUM).
24. WHEN RADAR, VIDEO , OR MULTI-SENSOR DETECTION IS USED, THE SYSTEM MAY REQUIRE BOTH STOP BAR AND ADVANCE DETECTION. TSI PLANS SHOW A GENERIC LAYOUT FOR DETECTION; DETECTOR MAY BE RELOCATED PER MANUFACTURER'S RECOMMENDATIONS. THERE SHALL BE NO EXTRA PAY FOR MOVING OF DETECTORS OTHER THAN CABLE LENGTHS. MANUFACTURER TO HAVE FACTORY REP ON SITE DURING INSTALLATIONS UNLESS CERTIFIED BY THE MANUFACTURER. DETECTION CABLE WILL BE MEASURED BY THE LINEAR FOOT, MEASURED HORIZONTALLY ALONG THE CONDUIT, MESSENGER CABLE OR MAST ARM AND VERTICALLY ALONG THE POLE. DETECTION CABLE FOR CAMERAS, THE POWER AND VIDEO CABLE MAY BE IN THE SAME JACKET.
ALL DETECTION UNITS SHALL BE NETWORKABLE DEVICES AND BE ON THE MDOT NETWORK IF NOTED ON PLANS.
25. ALL GROUNDING EQUIPMENT SHALL BE COST ABSORBED.
26. MESSENGER CABLE AND OTHER SUPPORTING DEVICES WHERE REQUIRED SHALL BE ABSORBED IN THE PAY ITEMS FOR SIGNAL CABLE.
27. THE CONTRACTOR SHALL STAKE THE LOCATION OF EACH POLE FOUNDATION AND NOTIFY THE PROJECT ENGINEER FOR CONCURRENCE IN THE LOCATION BEFORE PROCEEDING WITH THE PURCHASE OF THE POLE.
28. THE CONTRACTOR SHALL BE REQUIRED TO ADEQUATELY AND COMPLETELY COVER TRAFFIC SIGNAL HEADS DURING TIMES THAT THEY ARE NOT IN OPERATION WITH A DURABLE, OUTDOOR- HARDENED MATERIAL THAT CONTRASTS WITH THE COLOR OF THE HEAD THAT CLEARLY DESIGNATES THAT THE SIGNAL IS NOT IN "STOP AND GO" MODE. HEAD COVERS ARE TO BE APPROVED BY THE PROJECT ENGINEER.
29. A NEW TRAFFIC SIGNAL INSTALLATION SHALL BE PUT IN FLASH OPERATION FOR A PERIOD OF THREE (3) TO SEVEN (7) DAYS PRIOR TO THE ACTIVATION OF THE SIGNAL'S "STOP AND GO" OPERATION. ACTIVATION OF NEW TRAFFIC SIGNALS SHALL BE DURING A MID-WEEK WEEKDAY (TUESDAY – THURSDAY) DURING A NON-PEAK TIME AND SHALL BE COORDINATED WITH THE PROJECT ENGINEER. UPON INITIAL INSPECTION AND ACCEPTANCE TESTING OF THE NEW TRAFFIC SIGNAL INSTALLATION, THE CONTRACTOR SHALL REQUEST THE START OF THE 30 DAY BURN-IN PERIOD TO COMMENCE, AS OUTLINED IN SUBSECTION 631.03.4 OF THIS SPECIFICATION. ANY NOTED DEFICIENCIES FOUND WITHIN THAT 30 DAY PERIOD SHALL BE CORRECTED TO THE SATISFACTION OF THE PROJECT ENGINEER. THE 30 DAY BURN-IN PERIOD MUST COMMENCE WITHIN THE CONTRACT TIME, AND BEFORE SUBSTANTIAL COMPLETION OF THE PROJECT IS GRANTED.
30. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING FINAL INSPECTION MEETING WITH DISTRICT OFFICE, PROJECT OFFICE AND TRAFFIC ENGINEERING FOR SIGNAL PORTION OF THE PROJECT.



TRAFFIC SIGNAL GENERAL NOTES

WORKING NUMBER:
TSD-1

DRAWING NUMBER:
2002

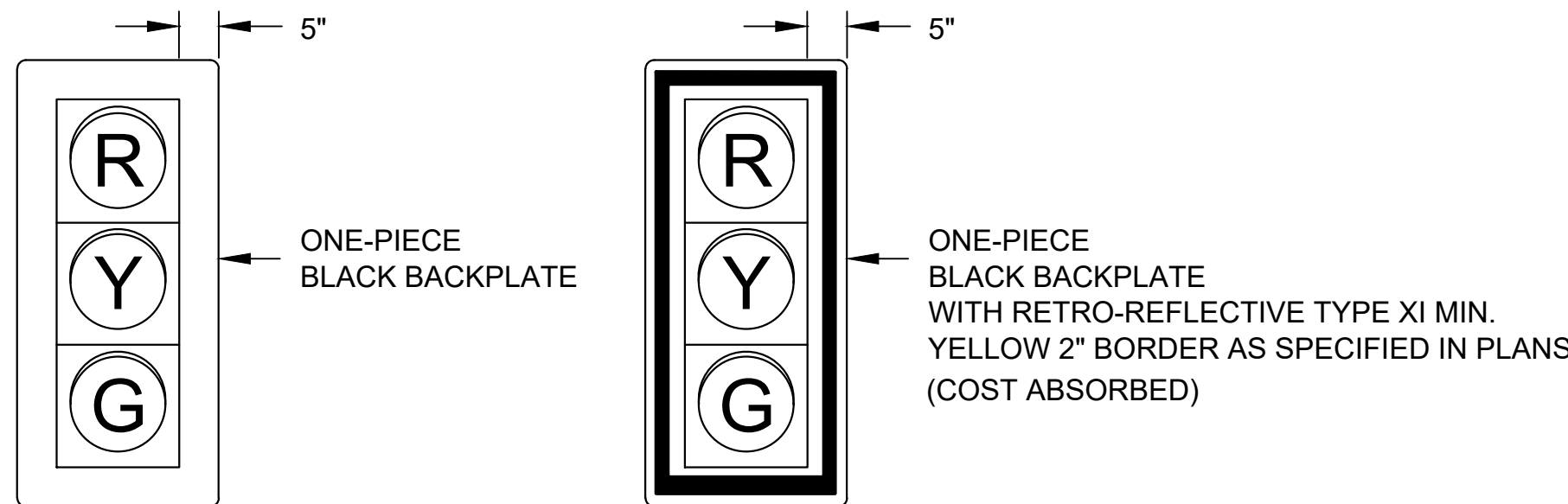
DETAIL OF TYPICAL TRAFFIC SIGNAL HEADS

TYPE 1	TYPE 2	TYPE 2 FYA	TYPE 2B FYA	TYPE 2P FYA	TYPE 3	TYPE 4	TYPE 6	TYPE 7	TYPE H

NOTES:

- ALL SIGNAL HEADS SHALL BE BLACK IN COLOR UNLESS OTHERWISE NOTED ON THE PLANS.
- ALL SIGNAL HEADS SHALL BE L.E.D. LENSES UNLESS OTHERWISE NOTED ON THE PLANS. TYPE "A" SIGNAL HEAD IS TO BE GEOMETRICALLY PROGRAMMED VIA LOUVERS.
- LETTER "R" ON HEAD TYPES MEANS RIGHT TURN ARROW(S).
- TYPE 6 SIGNAL HEAD SYMBOLS/NUMBERS SHALL BE FULLY ILLUMINATED (NO OUTLINE SYMBOLS ALLOWED). THERE IS A SEPARATE PAY ITEM FOR PEDESTRIAN PUSHBUTTON. PEDESTRIAN PUSHBUTTON SHALL BE FURNISHED WITH R10-3e SIGN. (COST ABSORBED).
- ALL FYA SIGNAL HEAD SHALL BE FURNISHED WITH R10-12M SIGN. WHEN NOTED ON PLANS, TYPE 4 & 5 SIGNAL HEADS SHALL BE FURNISHED WITH R10-10L , R10-10R, OR R10-17M SIGN. TYPE 7 SIGNAL HEAD SHALL BE FURNISHED WITH R10-12 SIGN. TYPE 7 R REQUIRES NO SIGN. TYPE H SIGNAL HEAD SHALL BE FURNISHED WITH R10-23 SIGN WHEN INDICATED ON PLANS. COST OF SIGNAL SIGNS, MOUNTING BRACKETS, HARDWARE, AND LABOR SHALL BE COST ABSORBED.
- FOR SPAN WIRE INSTALLATION, THE HOUSING FOR THE RED INDICATION OF A TYPE 7 HEAD, SHALL BE ALUMINUM.

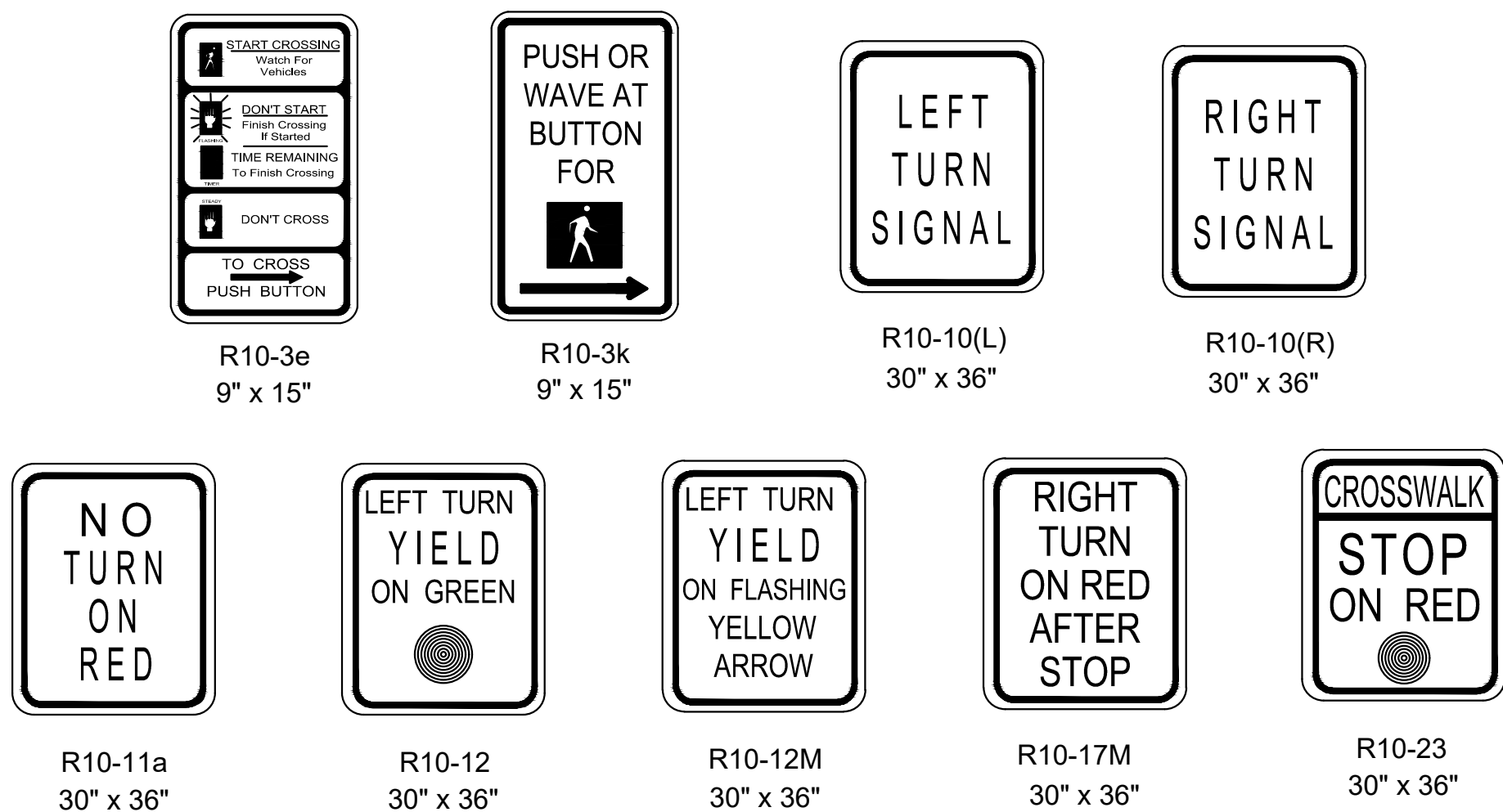
DETAIL OF TRAFFIC SIGNAL WITH BACKPLATE



NOTE:

ALL SIGNAL HEADS SHALL INCLUDE BACKPLATES AND VISORS
UNLESS OTHERWISE NOTED ON TRAFFIC SIGNAL INSTALLATION SHEETS.

DETAIL OF TYPICAL TRAFFIC SIGNAL SIGNS



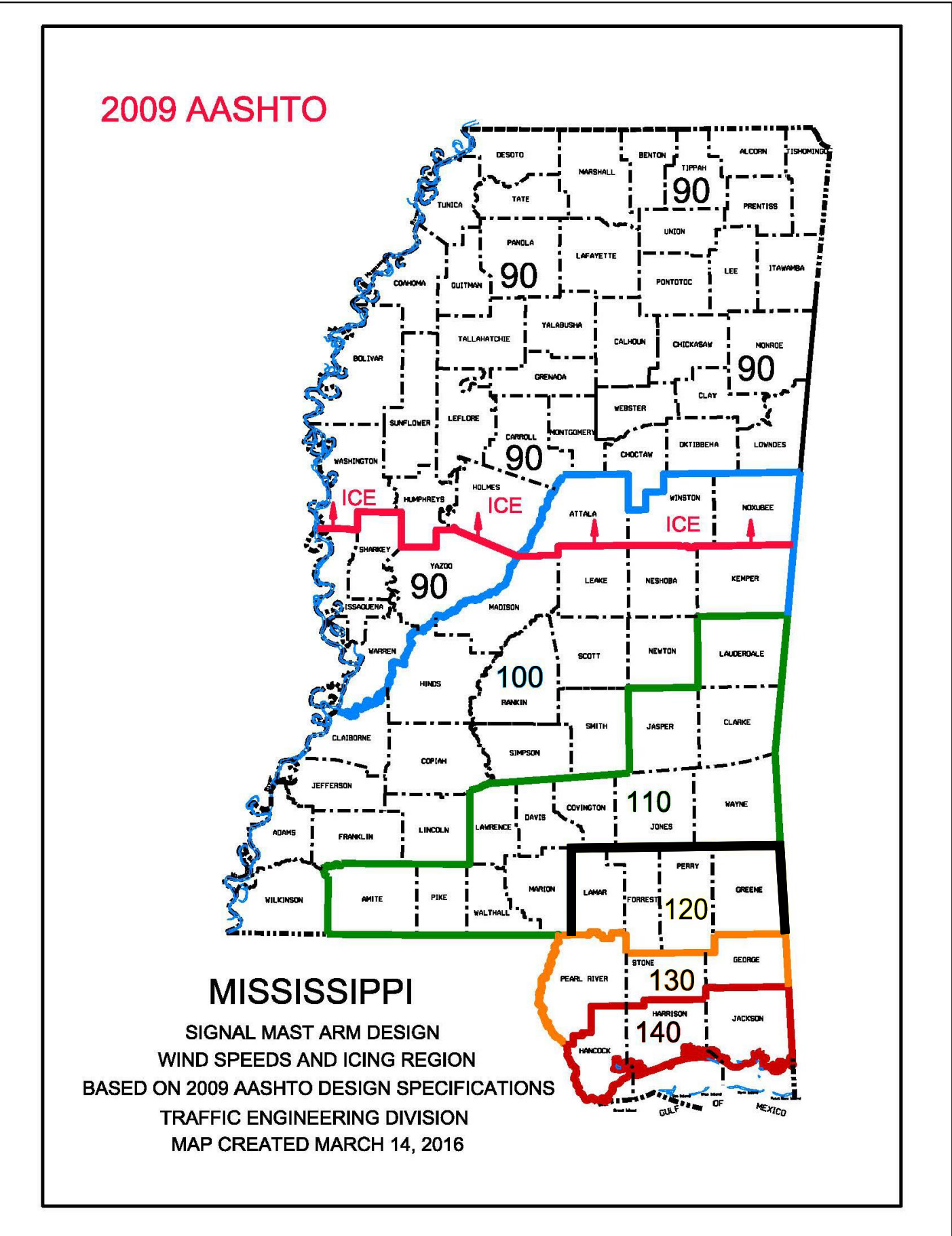
NOTES:

- ALUMINUM SIGN BLANKS ARE TO BE ALUMINUM ALLOY 5052-H38 AND 0.10" THICK.
- THE SIGNS SHALL BE SUPPLIED WITH MOUNTING BRACKETS AND HARDWARE AS REQUIRED.
- NUMBER 12 PLATED JACK CHAINS SHALL BE ATTACHED TO THE BOTTOM OF ALL SPAN WIRE MOUNTED SIGNS.
- CHAINS SHALL BE ATTACHED TO SIGN AND TETHER USING "S" HOOKS.
- THE SIZE OF THE SIGN BLANK, LEGEND, BORDER AND THE COLOR OF THE BACKGROUND AND LEGEND IS TO CONFORM TO THE M.U.T.C.D. (LATEST EDITION).
- REFLECTIVE SHEETING FOR TRAFFIC SIGNS SHALL BE TYPE XI PRISMATIC RETROREFLECTIVE SHEETING.

SIGNAL PLAN LEGEND

	SIGNAL HEAD REQUIRED / TYPE
	PEDESTRIAN HEAD REQUIRED
	EXISTING SIGNAL HEAD
	SIGN
	VEHICLE LOOP DETECTOR
	QUADRAPOLE VEHICLE LOOP DETECTOR
	VEHICLE LOOP DETECTOR NUMBER
	WIRELESS MAGNETOMETER SENSOR
	BASE MOUNTED CABINET FOR SIGNAL CONTROLLER
	POLE MOUNTED CABINET FOR SIGNAL CONTROLLER
	EXISTING POLE
	POLE REQUIRED
	NEW PEDESTAL POLE
	MAST ARM POLE REQUIRED
	EXISTING PULLBOX
	PULLBOX REQUIRED (TYPE SPECIFIED ON PLAN SHEETS)
	RADAR DETECTOR (RD)
	VIDEO DETECTOR (VD)
	MULTI SENSOR DETECTOR (MS)
	OPTICAL DETECTOR UNIT
	CONDUIT
	ROLL PIPE
	LUMINAIRE
	DECORATIVE LUMINAIRE
	GROUND MOUNTED PEDESTAL SERVICE PANEL
	RADIO INTERCONNECT ANTENNA
	TWO-WAY WIRELESS ANTENNA
	WIRELESS REPEATER
	PTZ / FIXED CAMERA
	P.B. PUSH BUTTON
	S.C. SHIELDED CABLE
	POW POWER CABLE
	LUM LUMINAIRE POWER CABLE
	ODC OPTICAL DETECTOR CABLE
	8c NUMBER OF CONDUCTORS
	I.C. INTERCONNECT CABLE
	RAD RADIO COMMUNICATIONS CABLE
	FO FIBER OPTIC CABLE (72 SM)
	FO DROP FIBER DROP CABLE (12 SM)
	DC DETECTION CABLE
	STOP BAR DETECTION ZONE
	ADVANCED DETECTION ZONE

WIND SPEEDS AND ICING REGION MAP



2009/2013 AASHTO WIND LOAD LIST BY COUNTY

COUNTY	BASIC WIND SPEED MPH	ICE LOADING REQD
Adams	100	NO
Alcorn	90	YES
Amite	110	NO
Attala	100	YES
Benton	90	YES
Bolivar	90	YES
Calhoun	90	YES
Carroll	90	YES
Chickasaw	90	YES
Choctaw	90	YES
Claiborne	100	NO
Clarke	110	NO
Clay	90	YES
Coahoma	90	YES
Copiah	90	NO
Covington	110	NO
DeSoto	90	YES
Forrest	120	NO
Franklin	100	NO
George	130	NO
Greene	120	NO
Grenada	90	YES
Hancock	140	NO
Harrison	140	NO
Hinds	100	NO
Holmes	90	YES
Humphreys	90	YES
Issaquena	90	NO
Itawamba	90	YES
Jackson	140	NO
Jasper	110	NO
Jefferson	100	NO

COUNTY	BASIC WIND SPEED MPH	ICE LOADING REQD
Jefferson Davis	110	NO
Jones	110	NO
Kemper	100	NO
Lafayette	90	YES
Lamar	120	NO
Lauderdale	110	NO
Lawrence	110	NO
Leake	100	NO
Lee	90	YES
Leflore	90	YES
Lincoln	100	NO
Lowndes	90	YES
Madison	100	NO
Marion	110	NO
Marshall	90	YES
Monroe	90	YES
Montgomery	90	YES
Neshoba	100	NO
Newton	100	NO
Noxubee	100	YES
Oktibbeha	90	YES
Panola	90	YES
Pearl River	130	NO
Perry	120	NO
Pike	110	NO
Pontotoc	90	YES
Prentiss	90	YES
Quitman	90	YES
Rankin	100	NO
Scott	100	NO
Sharkey	90	NO
Simpson	100	NO
Smith	100	NO
Stone	130	NO
Sunflower	90	YES
Tallahatchie	90	YES
Tate	90	YES
Tippah	90	YES
Tishomingo	90	YES
Tunica	90	YES
Union	90	YES
Walthall	110	NO
Warren	90	NO
Washington	90	YES
Wayne	110	NO
Webster	90	YES
Wilkinson	100	NO
Winston	100	YES
Yalobusha	90	YES
Yazoo	90	NO



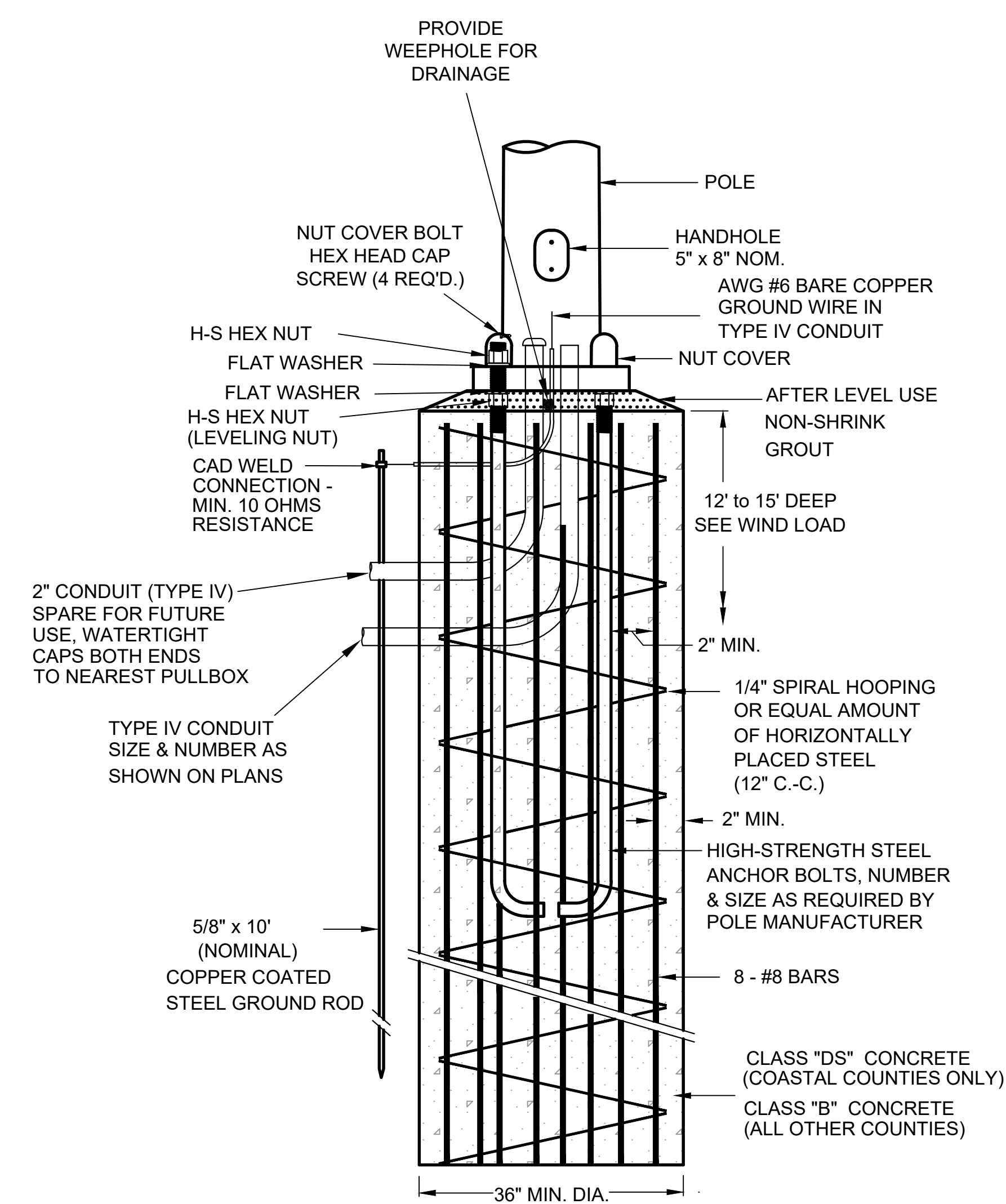
TRAFFIC SIGNAL HEADS, TRAFFIC SIGNAL SIGNS AND WIND SPEEDS

WORKING NUMBER:

TSD-2

DRAWING NUMBER:

2003



TYPE I POLE FOUNDATION DETAIL

NOT TO SCALE

WIND SPEED DETERMINES SHAFT DIAMETER AND DEPTH:

FOUNDATION CHART

WIND SPEED	POLE TYPE	DIA. (IN.)	DEPTH (FT.)	CONCRETE	SLIP CASING
90 MPH	I	36"	12'	B	NO
100 - 130 MPH	I	36"	15'	B	NO
140 MPH	I	36"	15'	DS	YES

*SEE WIND SPEED MAP IN 2013 AASHTO GUIDELINES ON TSD-2.

FOUNDATION GENERAL NOTES

1. THE CONTRACTOR SHALL STAKE THE LOCATION OF EACH POLE FOUNDATION AND NOTIFY THE PROJECT ENGINEER FOR CONCURRENCE IN THE LOCATION BEFORE PROCEEDING WITH THE PURCHASE OF THE POLE.

2. EXACT DIMENSIONS AND LOCATIONS OF ANCHOR BOLTS TO BE SUPPLIED BY THE MANUFACTURER. ANY FOUNDATIONS FAILING TO MEET MINIMUM DIMENSIONS WILL BE REJECTED.

3. DRY SHAFT EXCAVATION MUST MEET REQUIREMENTS OF SECTION 803.03.2.3.2. IF GROUNDWATER OR HOLE INSTABILITY IS ENCOUNTERED, SLIP CASING AND 10' TREMIE SHALL BE REQUIRED.

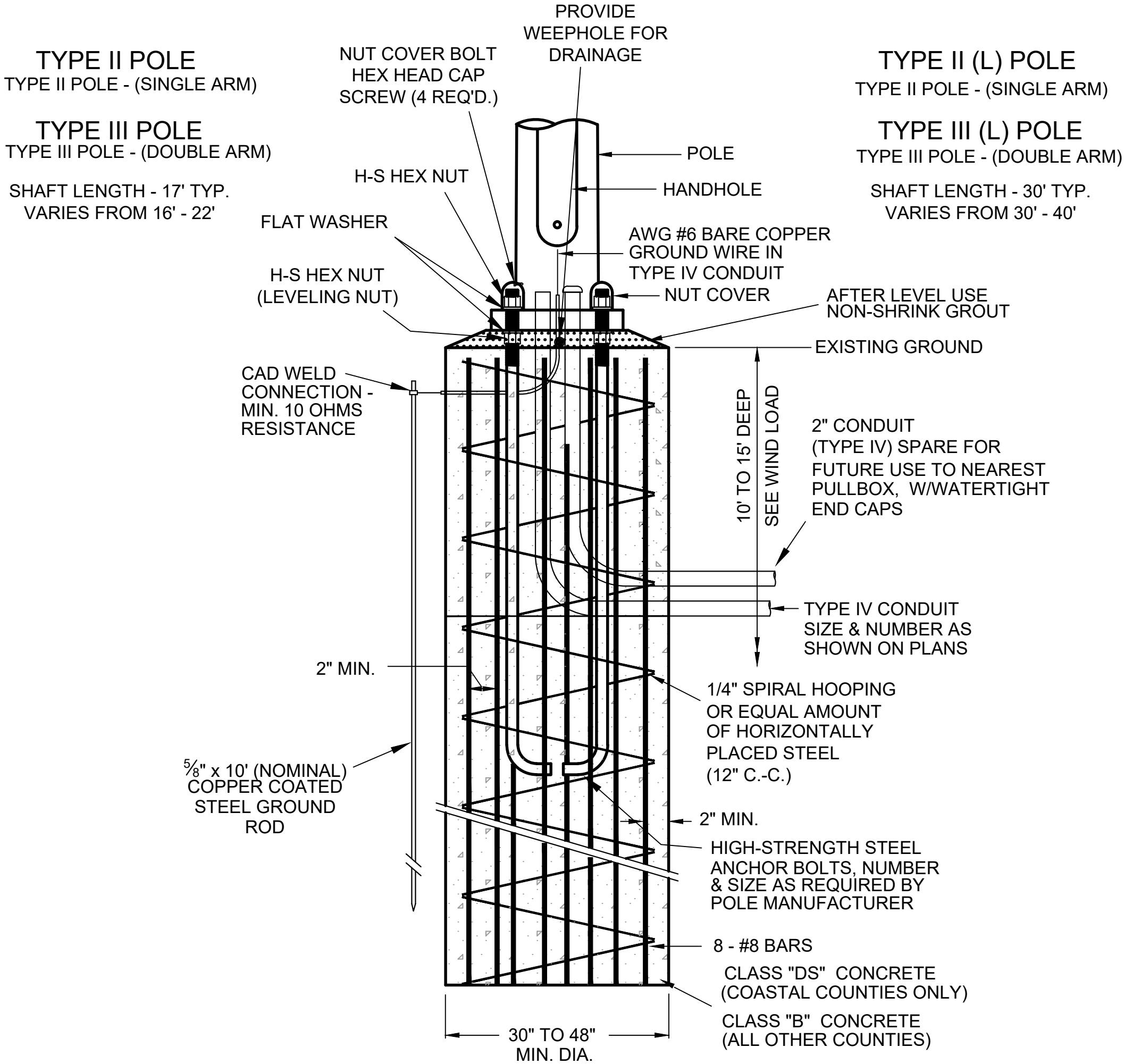
4. GROUND RODS TO BE DRIVEN UNTIL AT LEAST 12" BELOW FINISHED GROUND. SEE TRAFFIC SIGNAL GROUNDING DETAILS (TSD-8) FOR ADDITIONAL INFORMATION.

5. POLE FOUNDATIONS OF THE SIZE SPECIFIED WILL BE MEASURED BY THE CUBIC YARD, WHICH MEASUREMENT SHALL BE THE AREA BOUNDED BY THE VERTICAL PLANES OF THE NEAT LINES OF THE FOUNDATION. FIELD CONDITIONS MAY REQUIRE TALLER FOUNDATIONS THAN SPECIFIED IN THE PLANS IN WHICH THE CONTRACTOR SHALL BE PAID FOR ADDITIONAL CONCRETE PER CUBIC YARD AS BID IN THE POLE FOUNDATIONS PAY ITEM.

6. THE FINISHED TOP SURFACE OF EACH FOUNDATION SHALL BE ±3 INCHES FROM THE PAVEMENT EDGE ELEVATION AT THE FOUNDATION LOCATION. WHERE FOUNDATIONS ARE CONSTRUCTED IN AREAS WHERE THE PAVEMENT EDGE ELEVATION AND SHOULDER EDGE ELEVATION DIFFER MORE THAN TWELVE (12) INCHES, TALLER FOUNDATIONS MAY BE USED BUT MUST BE APPROVED BY THE ENGINEER. TALLER POLES SHOULD BE EVALUATED TO MINIMIZE EXPOSED FOUNDATION.

7. WHEN POLES ARE SET WITHIN OR ON EDGE OF SIDEWALK, POLES SHALL BE AS FLUSH AS POSSIBLE WITH SIDEWALK GRADE. THE FOOTPRINT OF THE NON-SHRINK GROUT PAD MAY BE REDUCED IN SIZE TO PROVIDE ADEQUATE CLEARANCE FOR SIDEWALK AND/OR ACCESSIBILITY CONSIDERATIONS.

8. SLIP CASINGS OF THE SIZE SPECIFIED WILL BE MEASURED BY THE LINEAR FOOT FROM THE GROUND ELEVATION TO THE BOTTOM OF THE STRATA NEEDING TO BE CAVED.



STEEL MAST ARM POLE FOUNDATION DETAIL

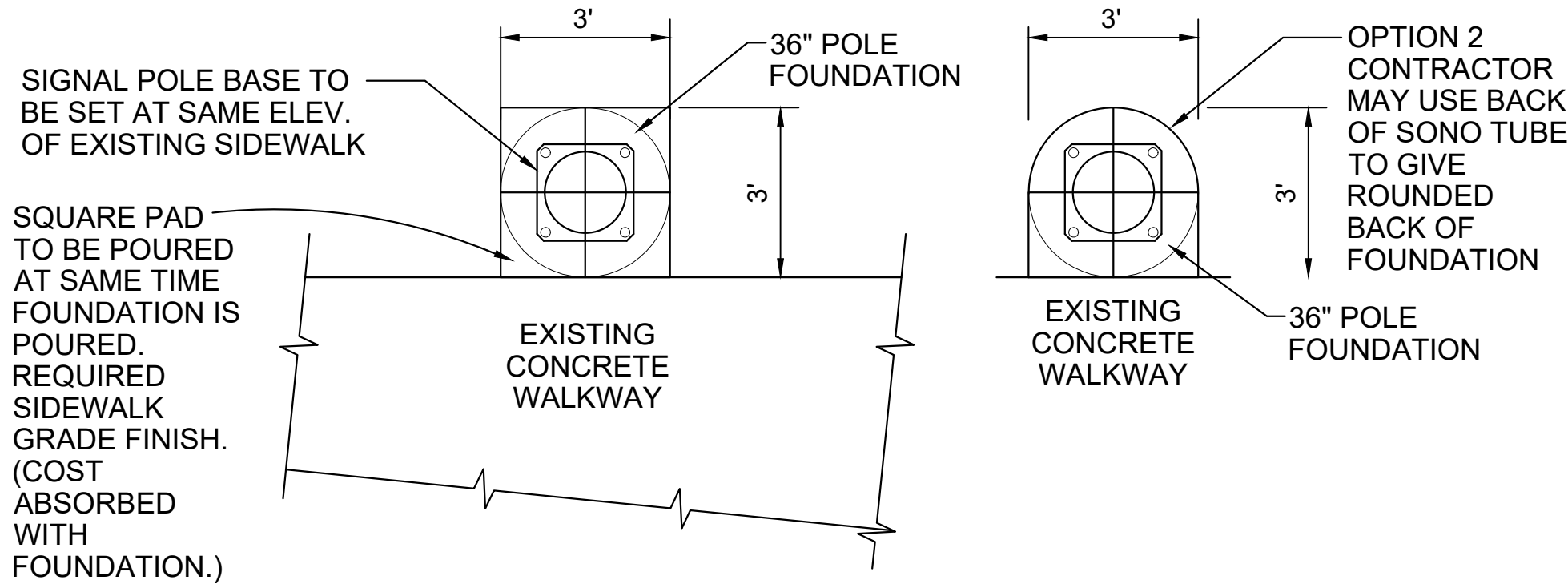
NOT TO SCALE

WIND SPEED DETERMINES SHAFT DIAMETER AND DEPTH:

FOUNDATION CHART

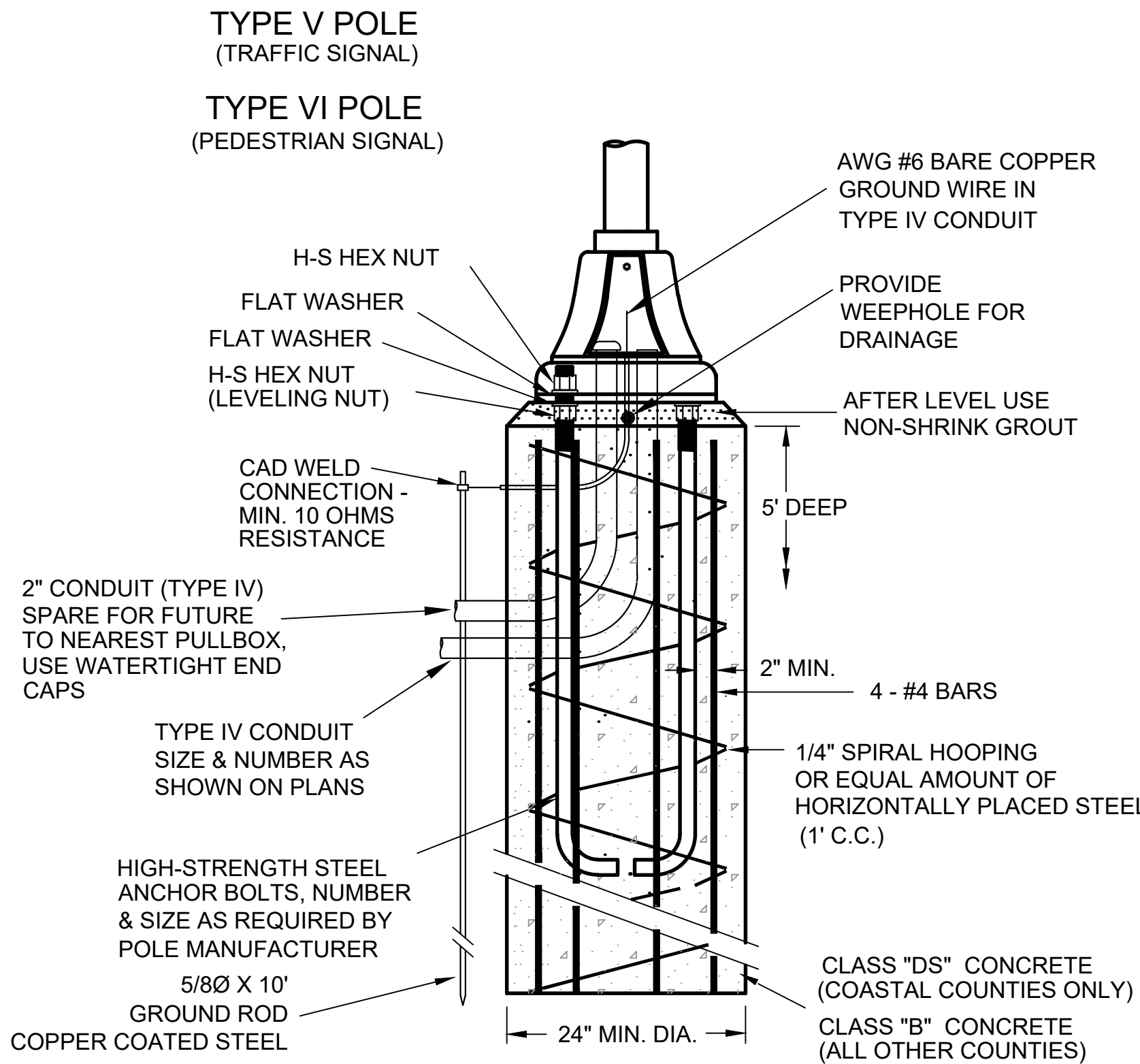
WIND SPEED	POLE TYPE	ARM LENGTH	DIA. (IN.)	DEPTH (FT.)	CONCRETE	SLIP CASING
90 MPH	II, II (L)	5' - 45'	30"	10'	B	NO
90 MPH	II, II (L)	50' - 80'	36"	12'	B	NO
90 MPH	III, III (L)	5' - 80'	36"	15'	B	NO
90 MPH	II, II (L), III, III (L)	85' & OVER	48"	15'	B	NO
100 - 130 MPH	II, II (L), III, III (L)	5' - 80'	36"	15'	B	NO
100 - 130 MPH	II, II (L), III, III (L)	85' & OVER	48"	15'	B	NO
140 MPH	II, II (L), III, III (L)	5' - 80'	36"	15'	DS	YES
140 MPH	II, II (L), III, III (L)	85' & OVER	48"	15'	DS	YES

*SEE WIND SPEED MAP IN 2013 AASHTO GUIDELINES ON TSD-2.



SIGNAL POLE ADJACENT TO EXISTING SIDEWALK DETAIL

NOT TO SCALE



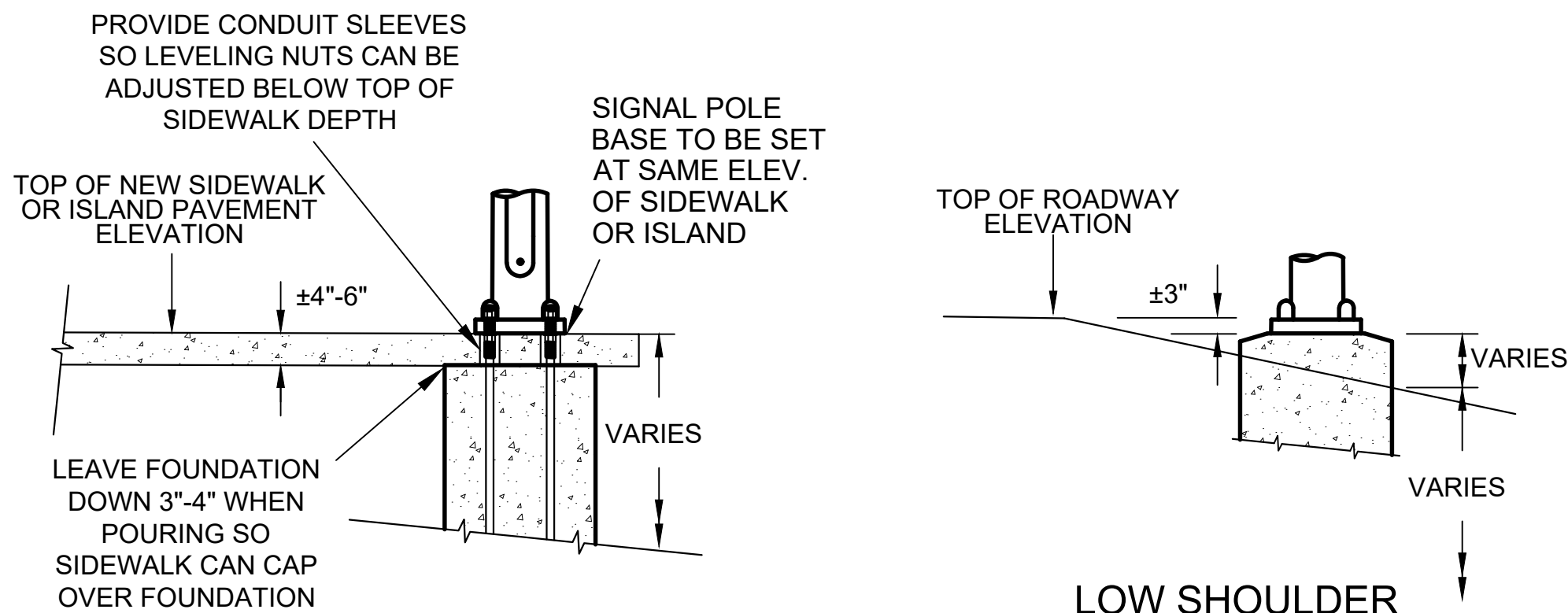
PEDESTAL POLE FOUNDATION DETAIL

NOT TO SCALE

FOUNDATION CHART

WIND SPEED	POLE TYPE	DIA. (IN.)	DEPTH (FT.)	CONCRETE	SLIP CASING
90 - 130 MPH	V, VI	24"	5'	B	NO
140 MPH	V, VI	24"	5'	DS	NO

*SEE WIND SPEED MAP IN 2013 AASHTO GUIDELINES ON TSD-2.



FOUNDATION WITHIN SIDEWALK DETAIL

NOT TO SCALE

LOW SHOULDER FOUNDATION DETAIL

NOT TO SCALE

NEEL-SCHAFFER
Solutions you can build upon

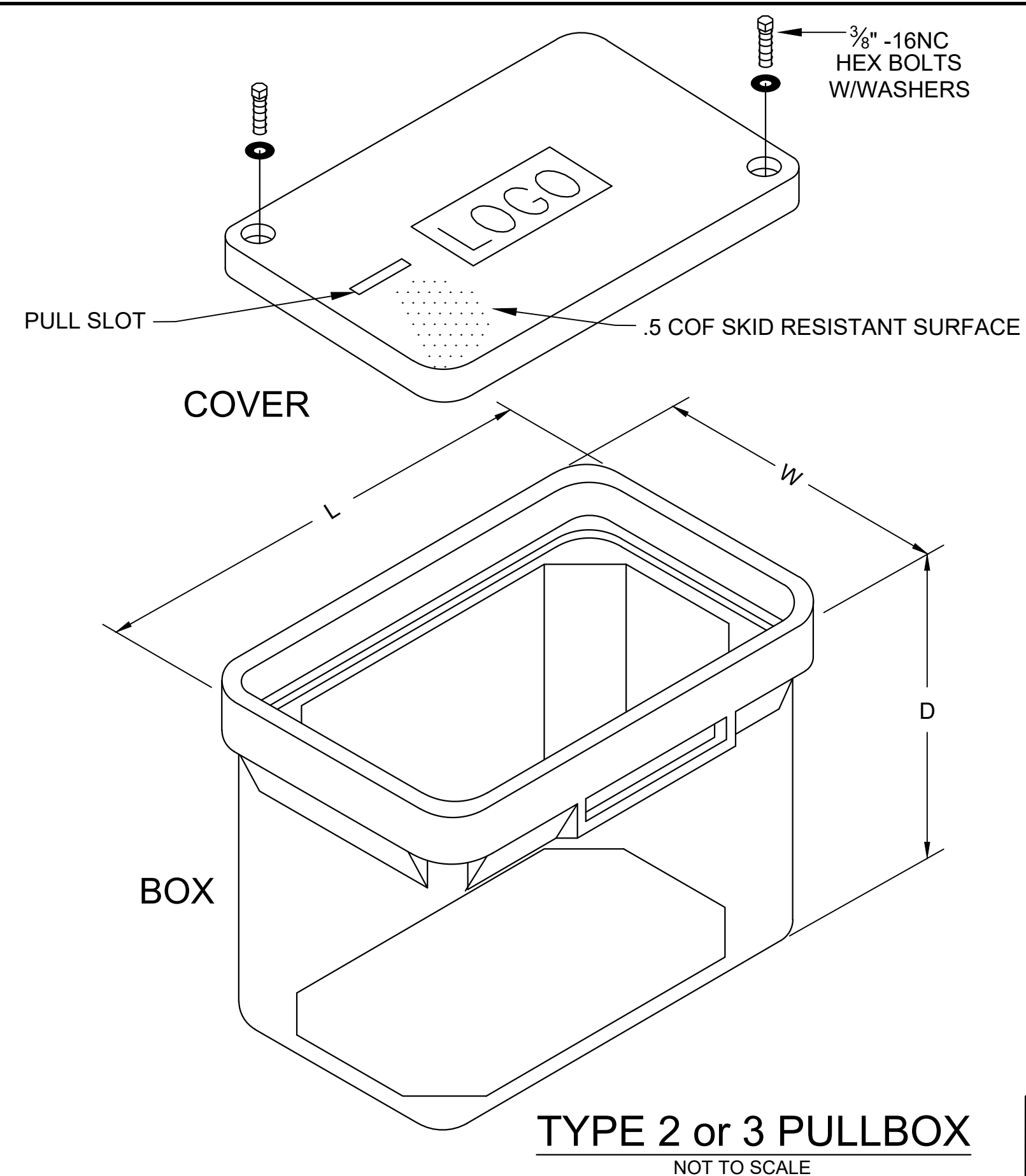
SIGNAL POLE AND PEDESTAL POLE FOUNDATION DETAILS

WORKING NUMBER:

TSD-4

DRAWING NUMBER:

2005



DIM	TYPE 1	TYPE 2	TYPE 3
W	11"	13"	17"
L	18"	24"	30"
D	12"	18"	24"

COLLARS AND GRAVEL UNDER PULLBOX REQUIRED FOR ALL TYPES OF PULLBOXES

PULLBOX NOTES:

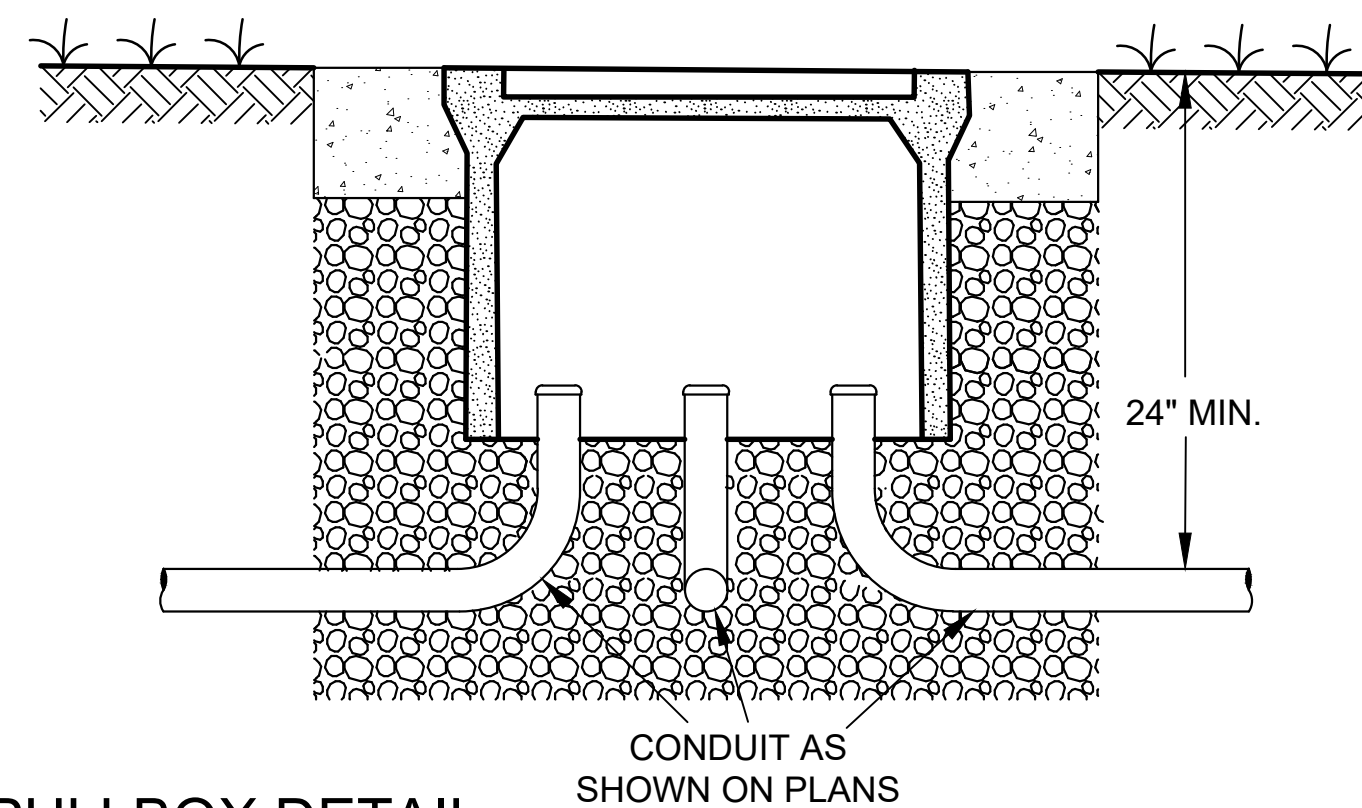
1. GRADE LEVEL PULL BOX, ENCLOSURES, STRUCTURAL JUNCTION BOXES AND COVERS SHALL MEET THE REQUIREMENTS OF SUBSECTION 722.06 OF SPECS.
ALL PULLBOXES SHALL BE TIER 22 = 22,500-POUND DESIGN LOAD, 33,750-POUND TEST LOAD.

2. IN GENERAL, TYPE 2 BOXES ARE USED FOR CORNERS WHERE SIGNAL CONDUIT UNDER ROADWAY AND TO SIGNAL POLE MEET, TYPE 3 BOXES ARE USED AT CONTROLLER CORNER WHERE ADDITIONAL ROOM FOR EXTRA CONDUIT IS REQUIRED.

3. LOGOS SHALL READ TRAFFIC, SIGNAL, OR TRAFFIC SIGNAL.

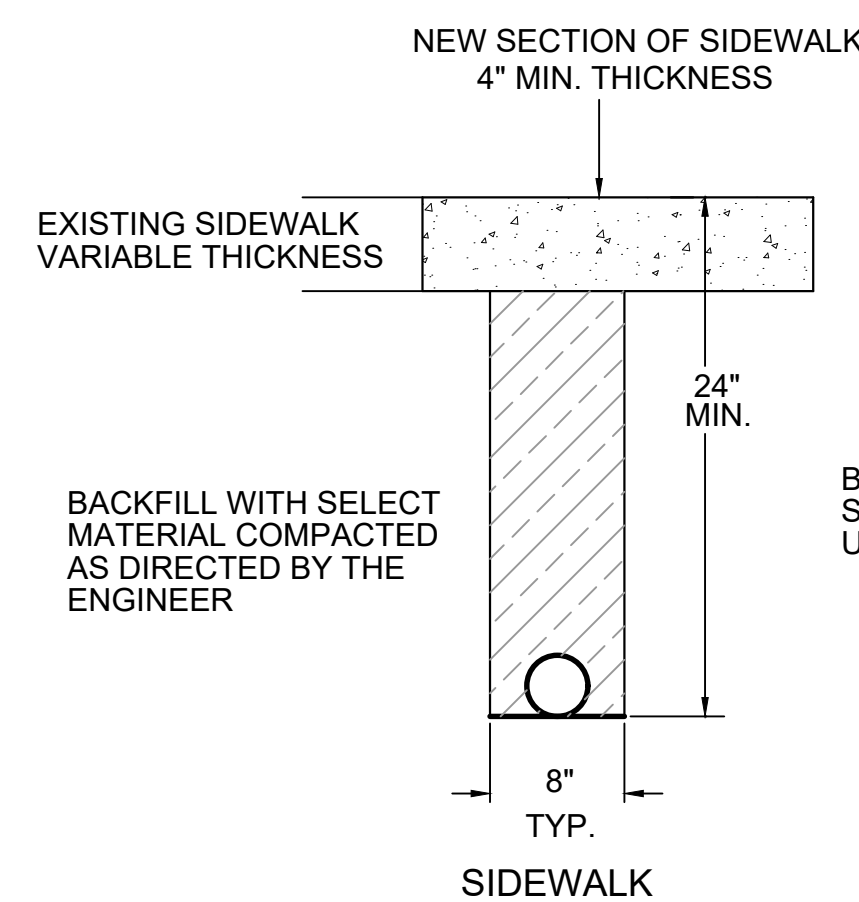
4. PULLBOXES SHALL NOT BE LOCATED IN THE ROADWAY, SIDEWALK, DRIVEWAY OR OTHER PATHWAY SURFACES UNLESS SPECIFICALLY REQUIRED ON THE PLANS. THEY SHALL NOT BE LOCATED IN DRAINAGE COLLECTION AREAS AND LOCATIONS WHERE DRAINAGE RUNOFF OCCURS SHOULD BE AVOIDED WHENEVER POSSIBLE.

5. THE FINAL GRADE OF PULLBOX TOP SHALL BE FLUSH WITH ADJACENT MATERIAL WHEN THEY MUST BE INSTALLED WITHIN SIDEWALKS, ISLANDS OR BARRIER WALLS. THE FINAL GRADE OF TOP LOCATED IN SOIL OR SODDED AREAS SHALL BE APPROXIMATELY ONE (1) INCH HIGHER THAN ADJACENT EARTH OR SODDED AREAS.



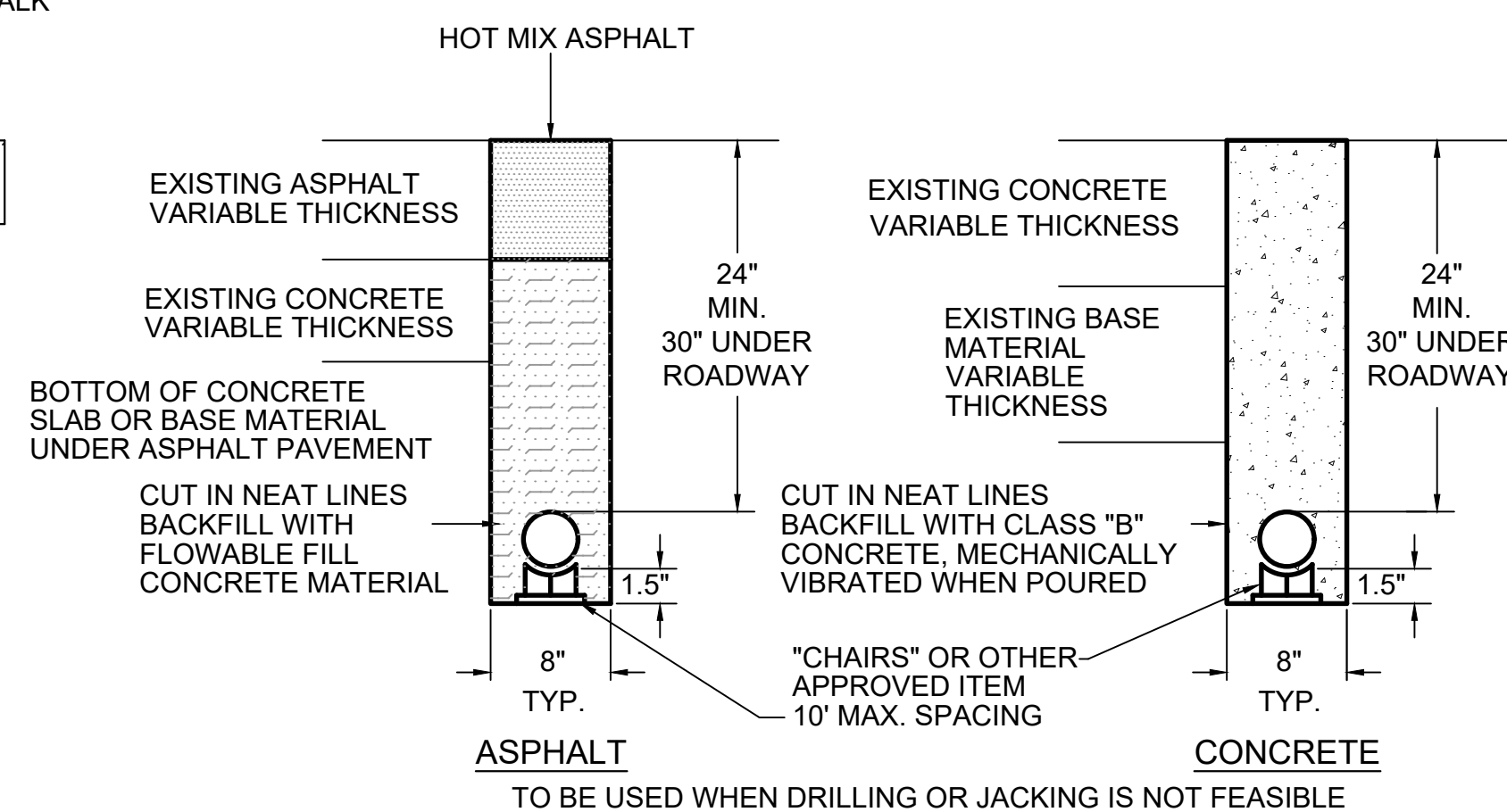
CONDUIT AT PULLBOX DETAIL

NOT TO SCALE



CONDUIT TRENCHING DETAIL

NOT TO SCALE



TYPICAL CONDUIT INSTALLATION SECTION

NOT TO SCALE

CONDUIT NOTES:

1. TOP OF CONDUIT DEPTH SHALL BE A MINIMUM OF 24" UNLESS WHEN INSTALLED UNDER PAVED ROADWAY WHERE IT SHALL BE 30" MINIMUM DEPTH.

2. CONDUIT BORED OR DRILLED UNDER RAILROAD SHALL BE 10' MIN. BELOW RR BED, CONDUIT BORED OR DRILLED UNDER STREAMS SHALL BE 5' MIN. BELOW STREAM BED. BORE LOGS WILL BE REQUIRED FOR EACH LOCATION.

3. PULL TAPE SHALL BE INSTALLED INTO EACH EMPTY CONDUIT (COST ABSORBED).

4. CONDUIT TO BE SEALED WITH DUCT SEALER ONCE CABLE IS INSTALLED. BLANK DUCT PLUGS SHALL BE INSTALLED IN EACH EMPTY CONDUIT.

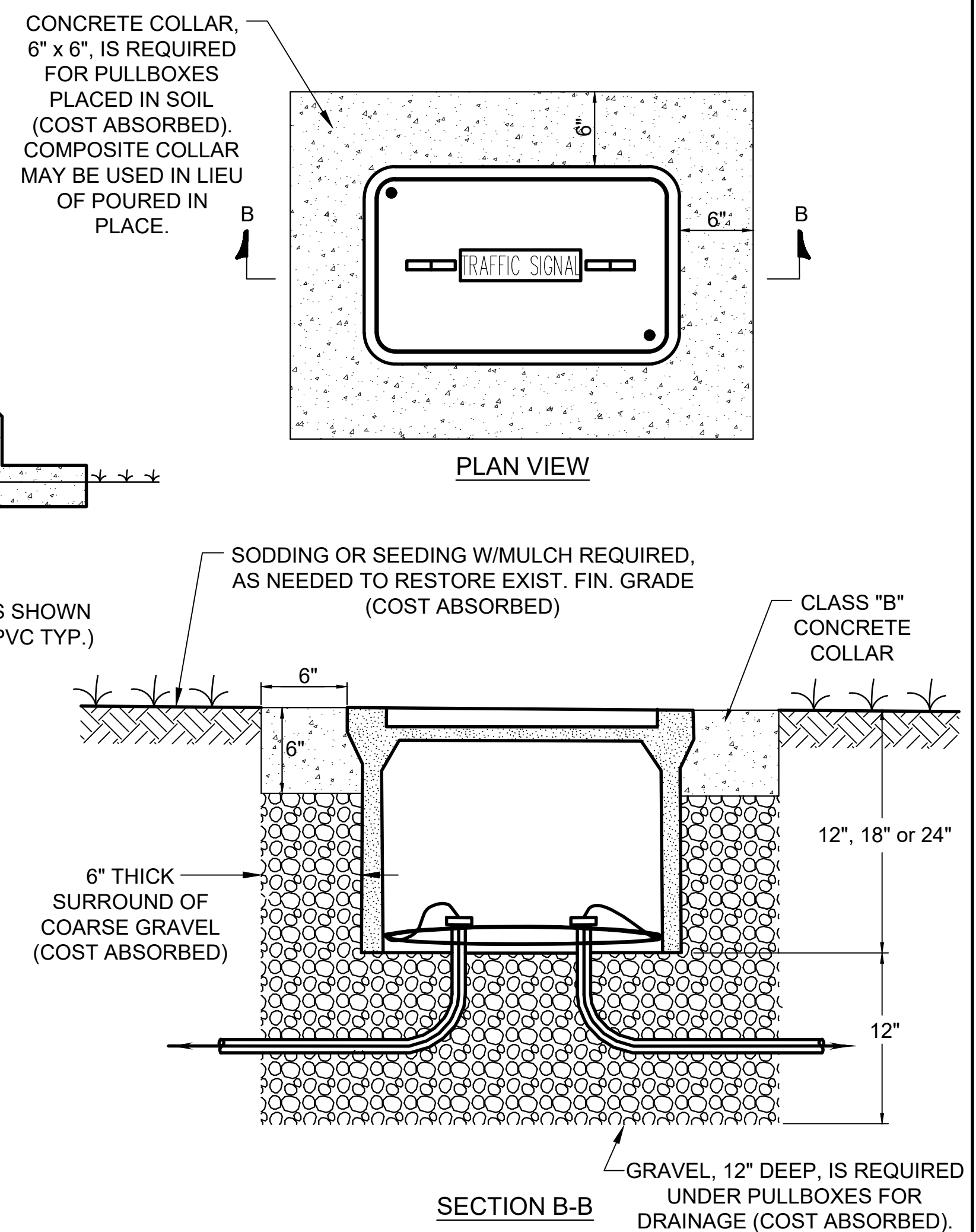
5. SAWCUT SIDEWALK AT EXISTING JOINTS AND REPLACE ENTIRE SECTION TO MATCH EXISTING MATERIAL. WHEN NEW SIDEWALK IS BEING CONSTRUCTED, CONDUIT, PULLBOX, AND POLE ARE TO BE INSTALLED BEFORE SIDEWALK IS POURED.

6. TYPE I CONDUIT IS RIGID GALV. STEEL; TYPE IV CONDUIT IS PVC; FLEXIBLE CONDUIT AND ROLL PIPE ARE HDPE.

7. ELECTRICAL SUBCONTRACTOR SHALL COORDINATE CONDUIT INSTALLATION WORK UNDER ROADWAY WITH ROADWAY CONSTRUCTION PHASING IN ORDER TO MINIMIZE JACKING.

8. MATERIAL REMOVED THAT IS NOT SUITABLE FOR BACKFILL OR IS EXCESS SHALL BE DISPOSED OF BY THE CONTRACTOR (COST ABSORBED).

9. CONDUIT WILL BE MEASURED PER LINEAR FEET TO THE NEAREST FOOT FROM CENTER TO CENTER OF PULL BOX AND/OR FOUNDATION. MEASUREMENT IN UNDERGROUND CONDUIT IS ONLY IN THE HORIZONTAL PLANE AND NO ADDITIONAL QUANTITY SHALL BE ADDED FOR CONDUIT DEPTH OR CHANGE IN ELEVATION OF THE CONDUIT. ANY ABOVE GROUND VERTICAL CONDUIT RUNS, AS INDICATED IN THE PLANS, SHALL BE MEASURED PER LINEAR FEET TO THE NEAREST FOOT.



COLLAR AND GRAVEL DETAIL

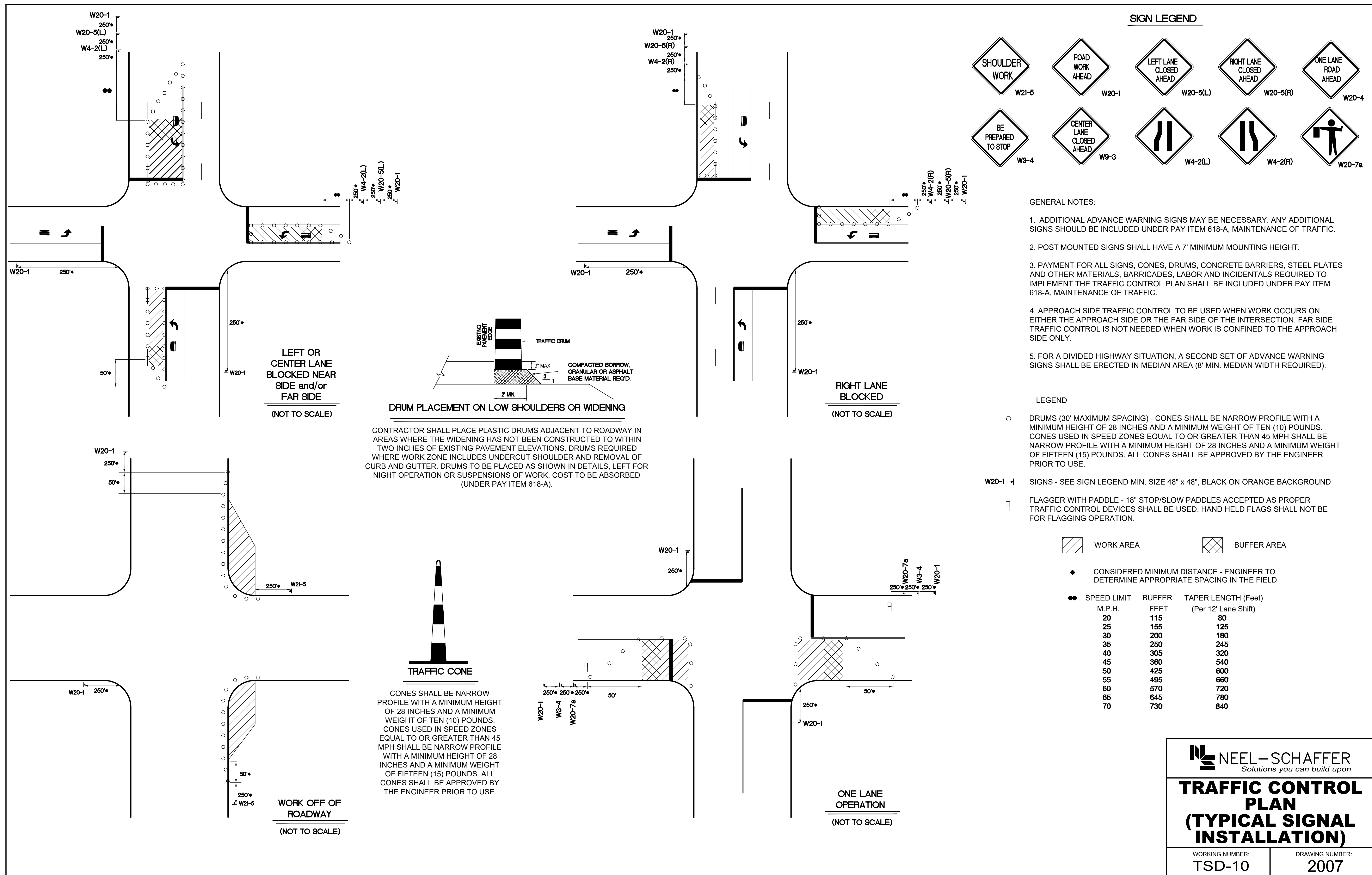
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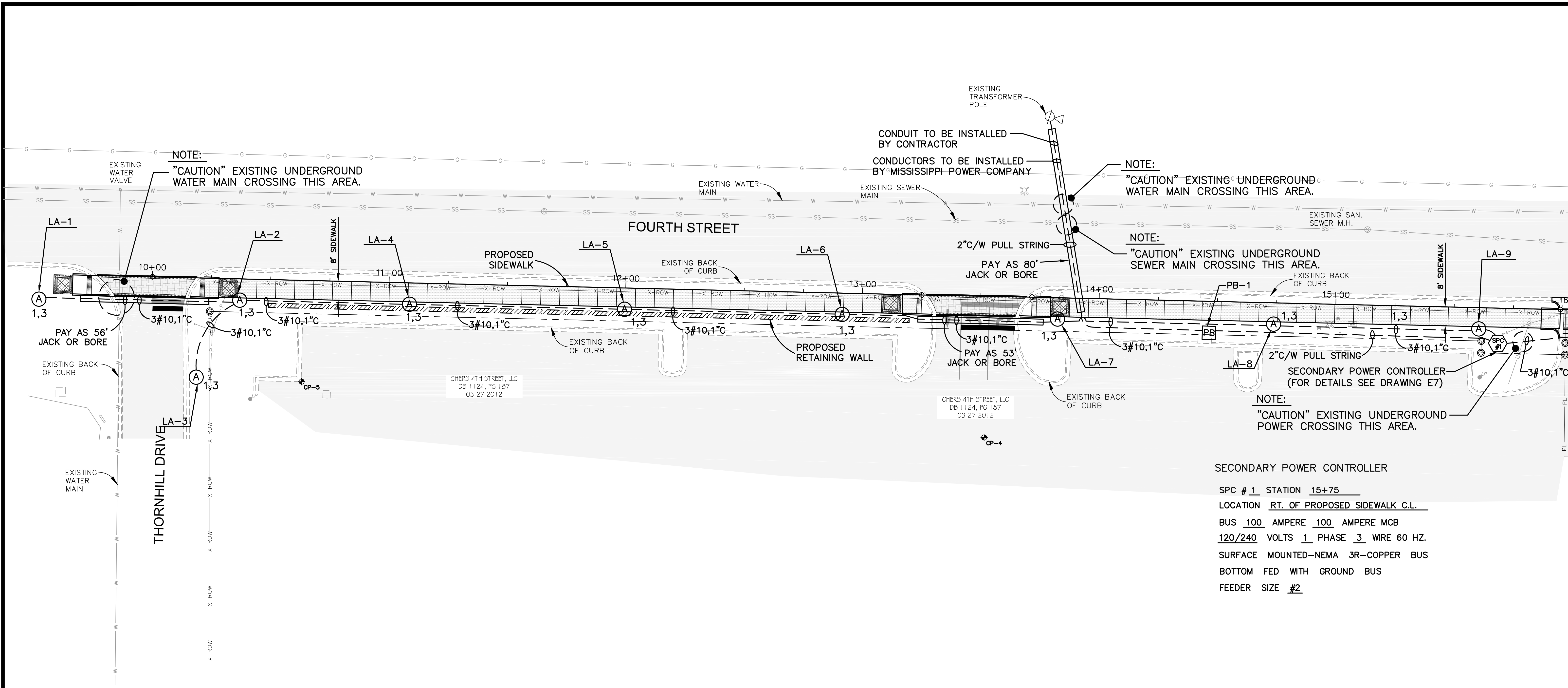


PULL BOX AND CONDUIT TRENCHING DETAILS

WORKING NUMBER:
TSD-8

DRAWING NUMBER:
2006





NOTE:
"CAUTION" EXISTING UNDERGROUND
WATER MAIN CROSSING THIS AREA.

NOTE:
"CAUTION" EXISTING UNDERGROUND
WATER MAIN CROSSING THIS AREA.

NOTE:
"CAUTION" EXISTING UNDERGROUND
SEWER MAIN CROSSING THIS AREA.

NOTE:
"CAUTION" EXISTING UNDERGROUND
POWER CROSSING THIS AREA.

SECONDARY POWER CONTROLLER

SPC #1 STATION 15+75
LOCATION RT. OF PROPOSED SIDEWALK C.L.
BUS 100 AMPERE 100 AMPERE MCB
120/240 VOLTS 1 PHASE 3 WIRE 60 HZ.
SURFACE MOUNTED-NEMA 3R-COPPER BUS
BOTTOM FED WITH GROUND BUS
FEEDER SIZE #2

PROPOSED LEGEND

LA-?
A
??
LOW MAST LIGHTING ASSEMBLY, DESIGNATION AND CIRCUIT NUMBER
15 FT. POLE, 1-96 WATT LED LUMINAIRE,
TYPE II DISTRIBUTION (TYPE 15-1-0-LED)

3#10,1"C
BRANCH CIRCUIT, SIZE OF CONDUIT
AND CONDUCTORS

JACK OR
BORE
JACK OR BORE

PB-1
PB
UNDERGROUND PULL BOX

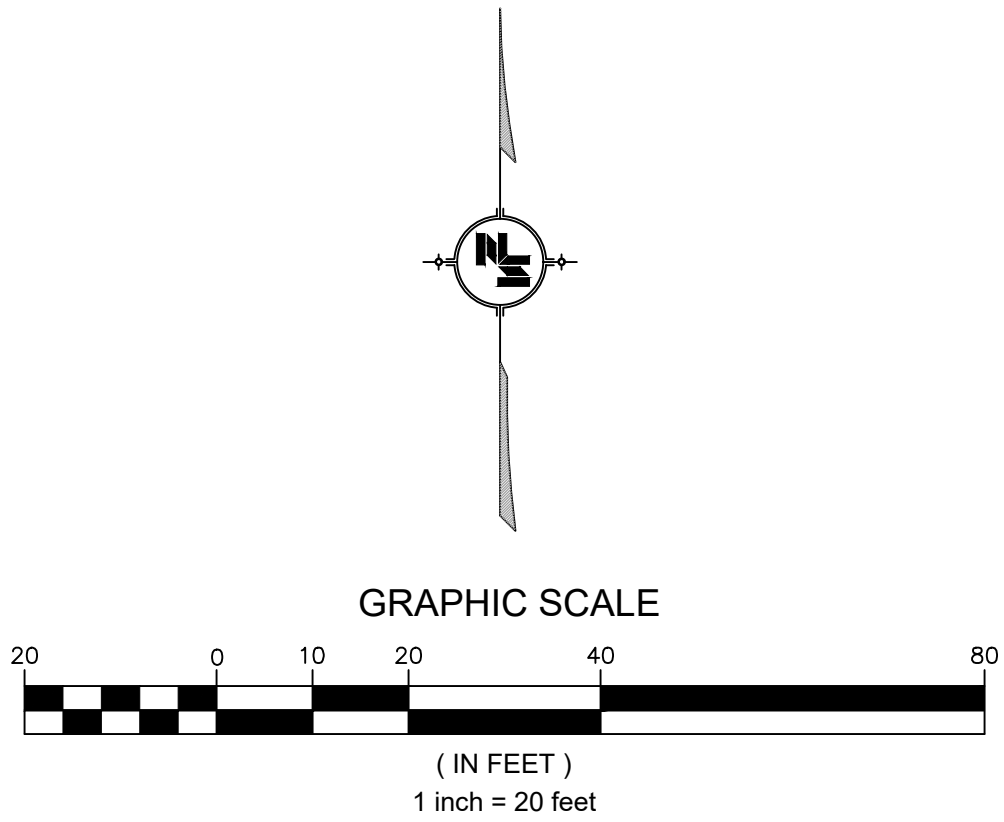
SPC #1
SECONDARY POWER CONTROLLER

NOTES

1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY. THE CONTRACTOR SHALL DETERMINE ALL EXISTING UTILITIES BEFORE COMMENCING WORK.
2. SEE DRAWING E9 FOR FOUNDATION INFORMATION.

LIGHTING ASSEMBLIES
LOCATION COORDINATES

ASSEMBLY NUMBER	NORTHING	EASTING	REMARKS
LA-1	668044.3740	823169.7010	SOUTH SIDE OF SIDEWALK
LA-2	668043.9343	823254.4266	SOUTH SIDE OF SIDEWALK
LA-3	668011.4420	823236.0160	THORNHILL DRIVE
LA-4	668042.2442	823326.0972	SOUTH SIDE OF SIDEWALK
LA-5	668040.1023	823416.9518	SOUTH SIDE OF SIDEWALK
LA-6	668037.9364	823508.8306	SOUTH SIDE OF SIDEWALK
LA-7	668035.9814	823599.8572	SOUTH SIDE OF SIDEWALK
LA-8	668033.8345	823691.0745	SOUTH SIDE OF SIDEWALK
LA-9	668031.7945	823777.7543	SOUTH SIDE OF SIDEWALK



NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.:	17146.000
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				SCALE:	1"=20'
				SURVEYED BY:	CLEARPOINT ENGINEERS
				DSGN:	KC/VR DATE: 11/2022
				DRWN:	JEM DATE: 11/2022
				CHKD:	GPC DATE: 11/2022
				QA/QC:	DATE:

FOURTH STREET IMPROVEMENTS - PHASE III
PROJECT NO. HPP-8750-00(004)LPA / 105845-802000

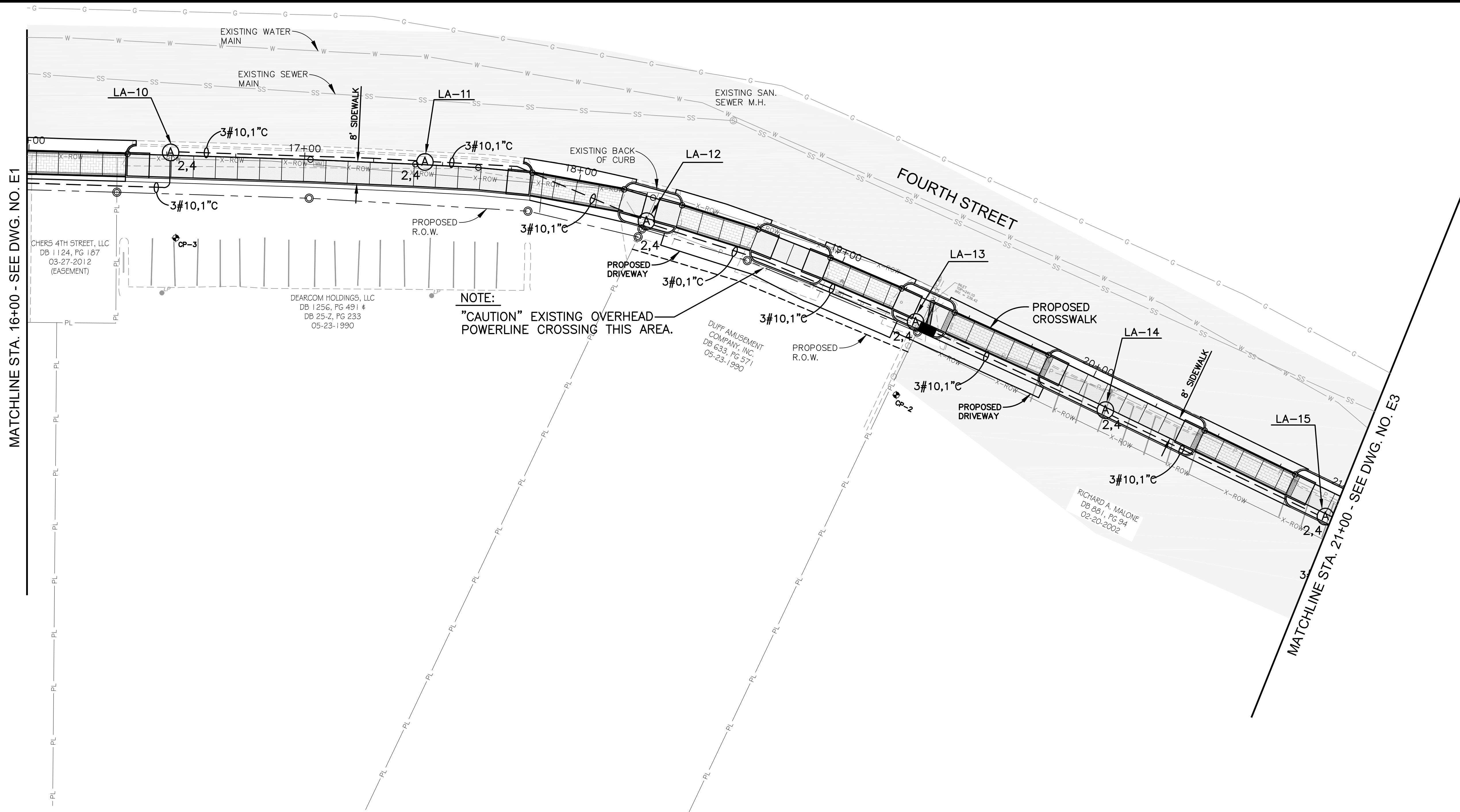
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



ADD OPTION #1
LIGHTING PLAN
B.O.P. TO STA. 16+00

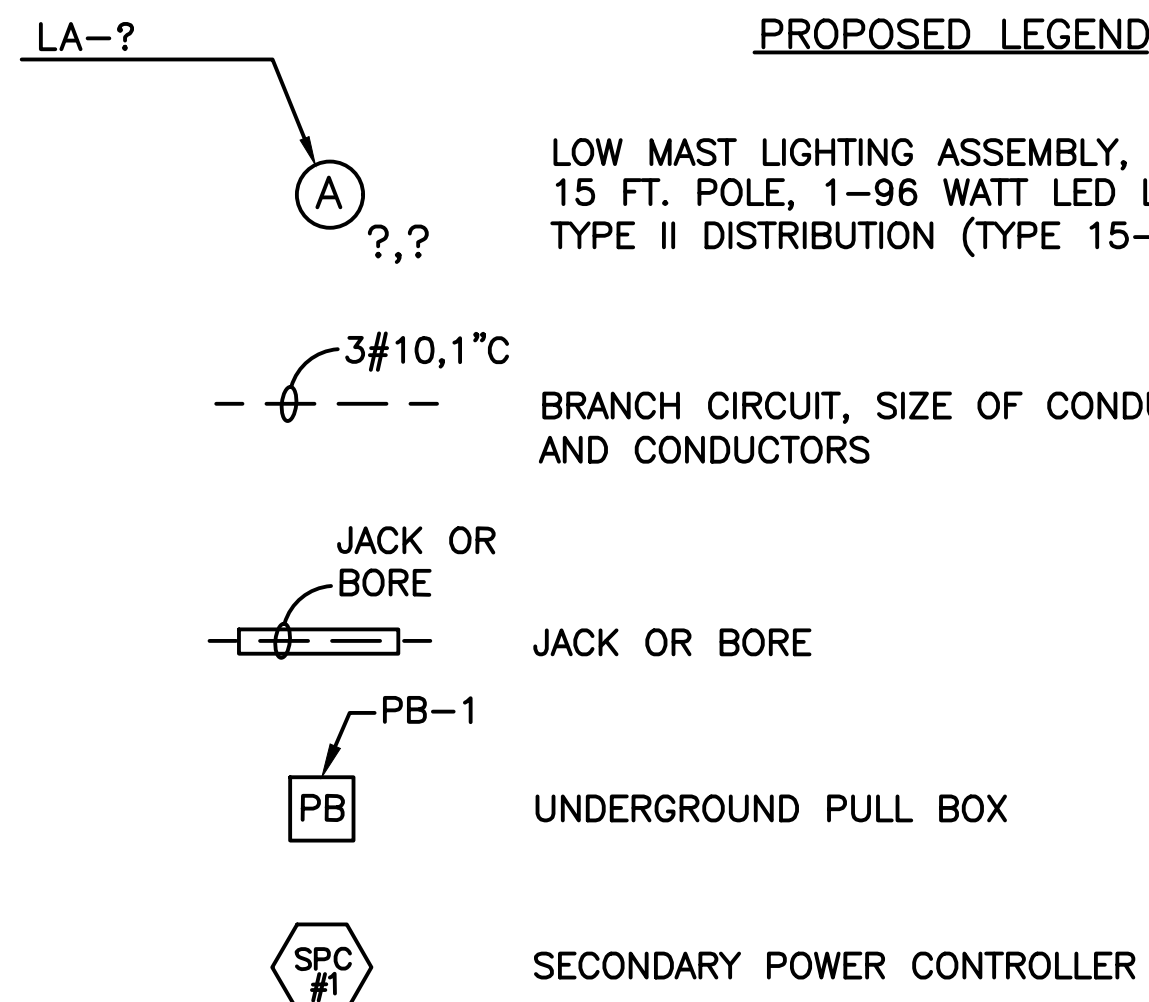
WORKING NUMBER:
LP-1

DRAWING NUMBER:
4001



MATCHLINE STA. 16+00 - SEE DWG. NO. E1

MATCHLINE STA. 21+00 - SEE DWG. NO. E3



LOW MAST LIGHTING ASSEMBLY, DESIGNATION AND CIRCUIT NUMBER
15 FT. POLE, 1-96 WATT LED LUMINAIRE,
TYPE II DISTRIBUTION (TYPE 15-1-0-LED)

BRANCH CIRCUIT, SIZE OF CONDUIT
AND CONDUCTORS

JACK OR BORE
JACK OR BORE

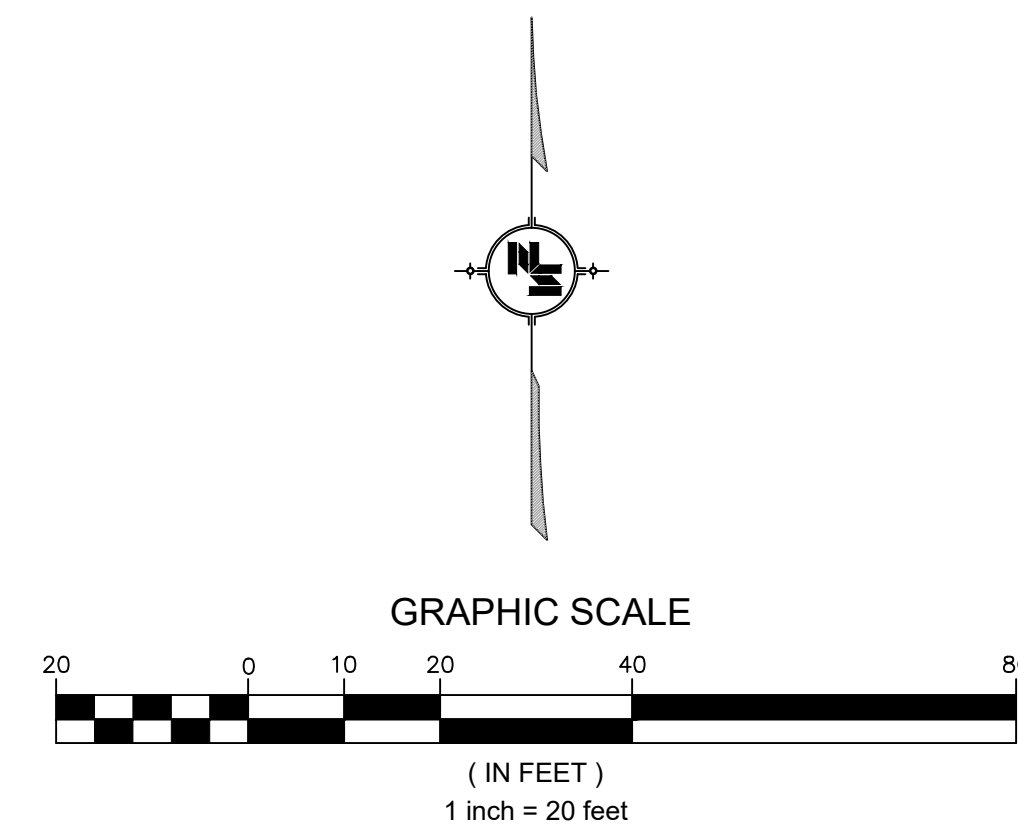
UNDERGROUND PULL BOX

SECONDARY POWER CONTROLLER

NOTES

1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY. THE CONTRACTOR SHALL DETERMINE ALL EXISTING UTILITIES BEFORE COMMENCING WORK.
2. SEE DRAWING E9 FOR FOUNDATION INFORMATION.

LIGHTING ASSEMBLIES LOCATION COORDINATES			
ASSEMBLY NUMBER	NORTHING	EASTING	REMARKS
LA-10	668039.3792	823868.7385	NORTH SIDE OF SIDEWALK
LA-11	668035.9336	823960.9344	NORTH SIDE OF SIDEWALK
LA-12	668014.4547	824041.2037	SOUTH SIDE OF SIDEWALK
LA-13	667977.9127	824138.7650	SOUTH SIDE OF SIDEWALK
LA-14	667945.9776	824207.5481	SOUTH SIDE OF SIDEWALK
LA-15	667907.3899	824287.2814	SOUTH SIDE OF SIDEWALK



Know what's below.
Call before you dig.

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REVISIONS			DRAWING INFORMATION
NO.	DATE	BY	DESCRIPTION

N-S PROJECT NO.: 17146.000	
FILENAME: 17146- Elec Siteplan.dwg	
SCALE: 1"=20'	
SURVEYED BY: CLEARPOINT ENGINEERS	
DSGN: KC/VR	DATE: 11/2022
DRWN: JEM	DATE: 11/2022
CHKD: GPC	DATE: 11/2022
QA/QC:	DATE:

FOURTH STREET IMPROVEMENTS - PHASE III
PROJECT NO. HPP-8750-00(004)LPA / 105845-802000

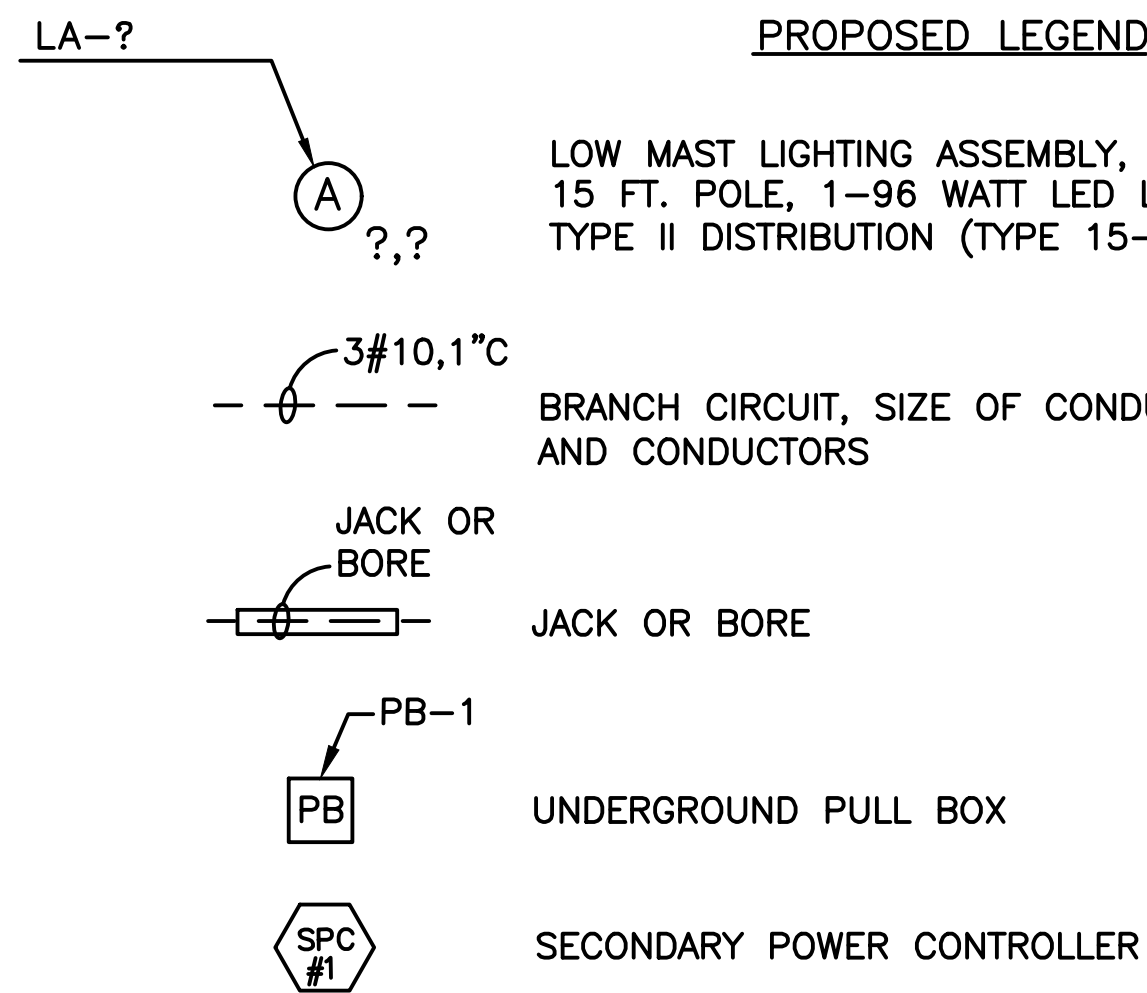
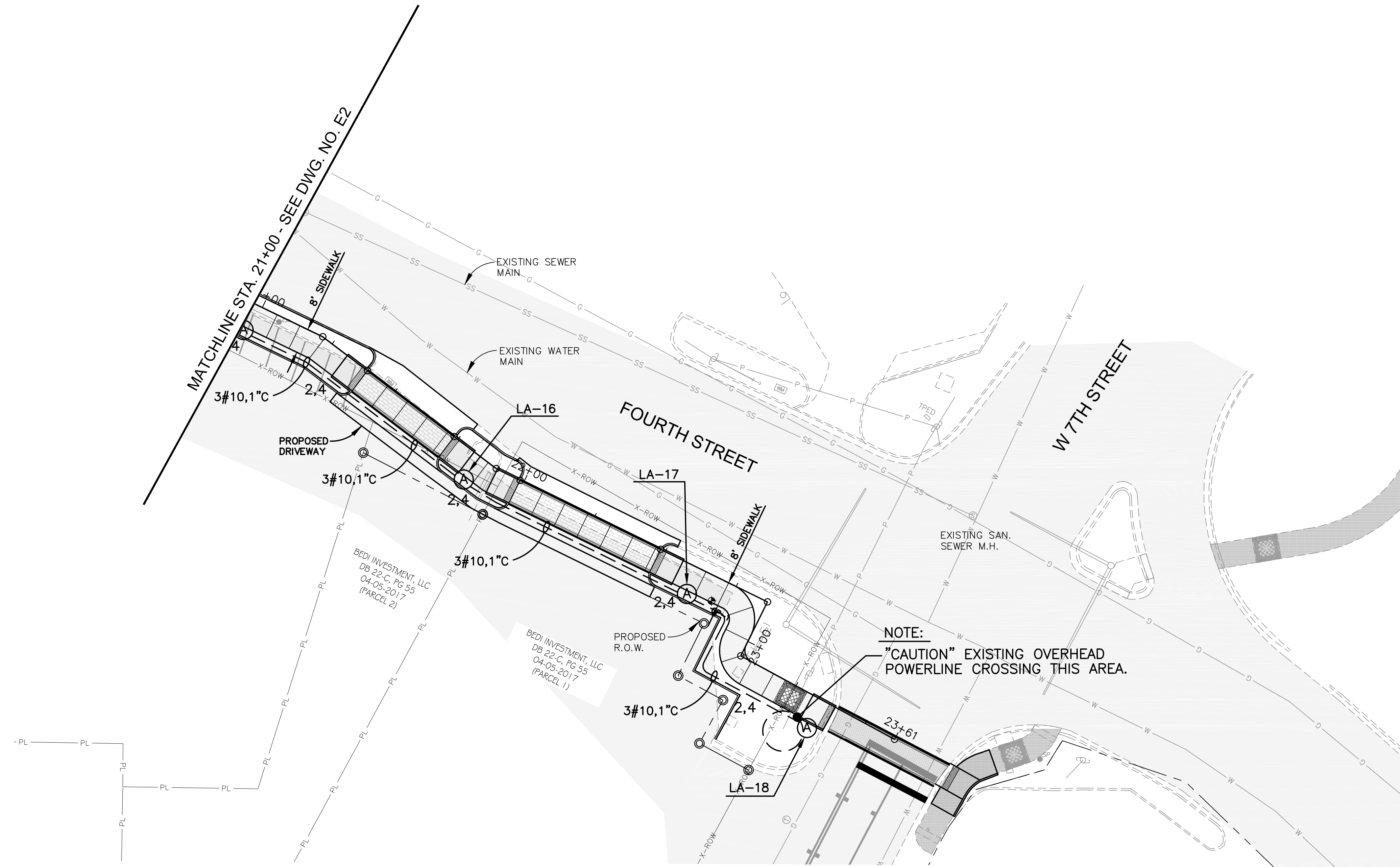
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



ADD OPTION #1
LIGHTING PLAN
STA. 16+00 TO STA. 21+00

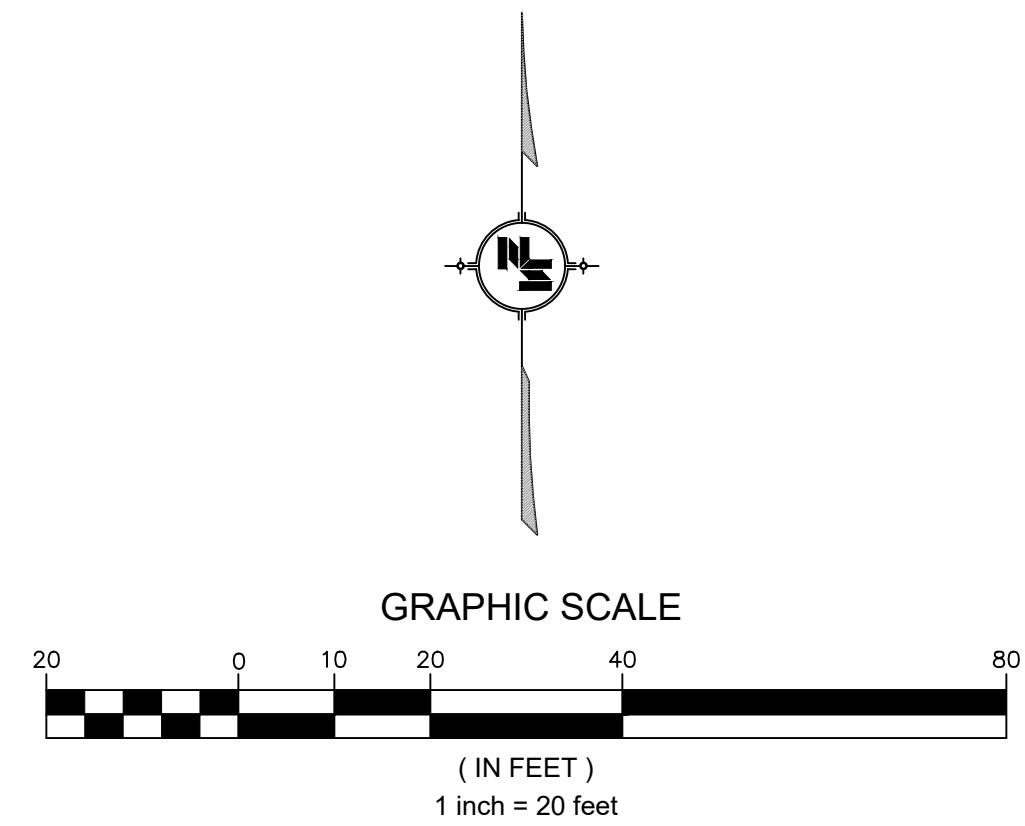
WORKING NUMBER:
LP-2

DRAWING NUMBER:
4002



- NOTES**
1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY. THE CONTRACTOR SHALL DETERMINE ALL EXISTING UTILITIES BEFORE COMMENCING WORK.
 2. SEE DRAWING E9 FOR FOUNDATION INFORMATION.

LIGHTING ASSEMBLIES LOCATION COORDINATES			
ASSEMBLY NUMBER	NORTHING	EASTING	REMARKS
LA-16	667860.0021	824357.0495	SOUTH SIDE OF SIDEWALK
LA-17	667823.7654	824427.7573	SOUTH SIDE OF SIDEWALK
LA-18	667781.3079	824465.7910	SOUTH SIDE OF SIDEWALK



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NOTICE TO DRAWING HOLDER			
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REVISIONS			
NO.	DATE	BY	DESCRIPTION
DRAWING INFORMATION			
N-S PROJECT NO.: 17146.000			
FILENAME: 17146 - Elec Siteplan.dwg			
SCALE: 1"=20'			
SURVEYED BY: CLEARPOINT ENGINEERS			
DSGN: KC/VR DATE: 11/2022			
DRWN: JEM DATE: 11/2022			
CHKD: GPC DATE: 11/2022			
QA/QC: DATE:			

FOURTH STREET IMPROVEMENTS - PHASE III
PROJECT NO. HPP-8750-00(004)LPA / 105845-802000

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



NEEL-SCHAFER
Solutions you can build upon

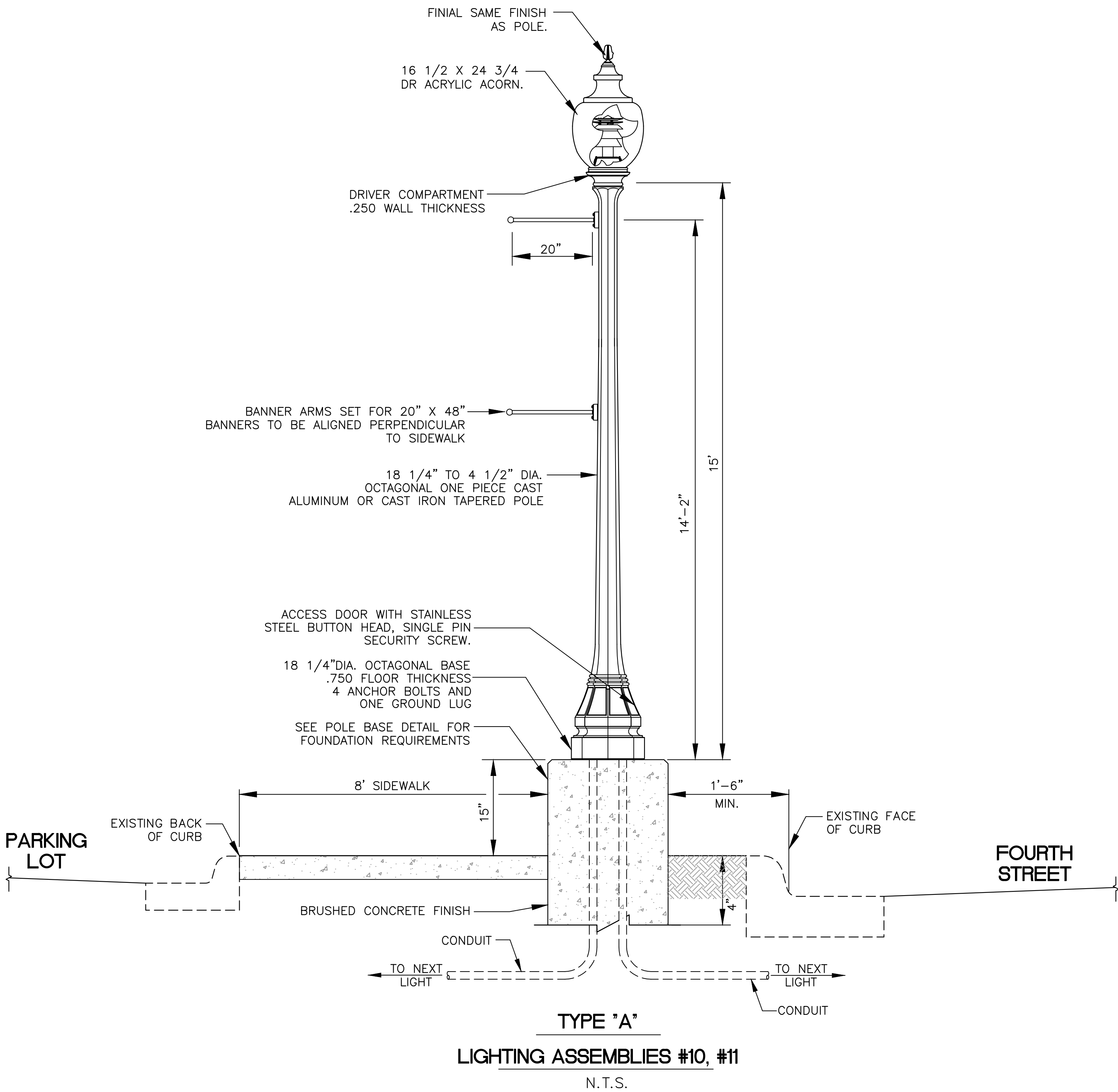
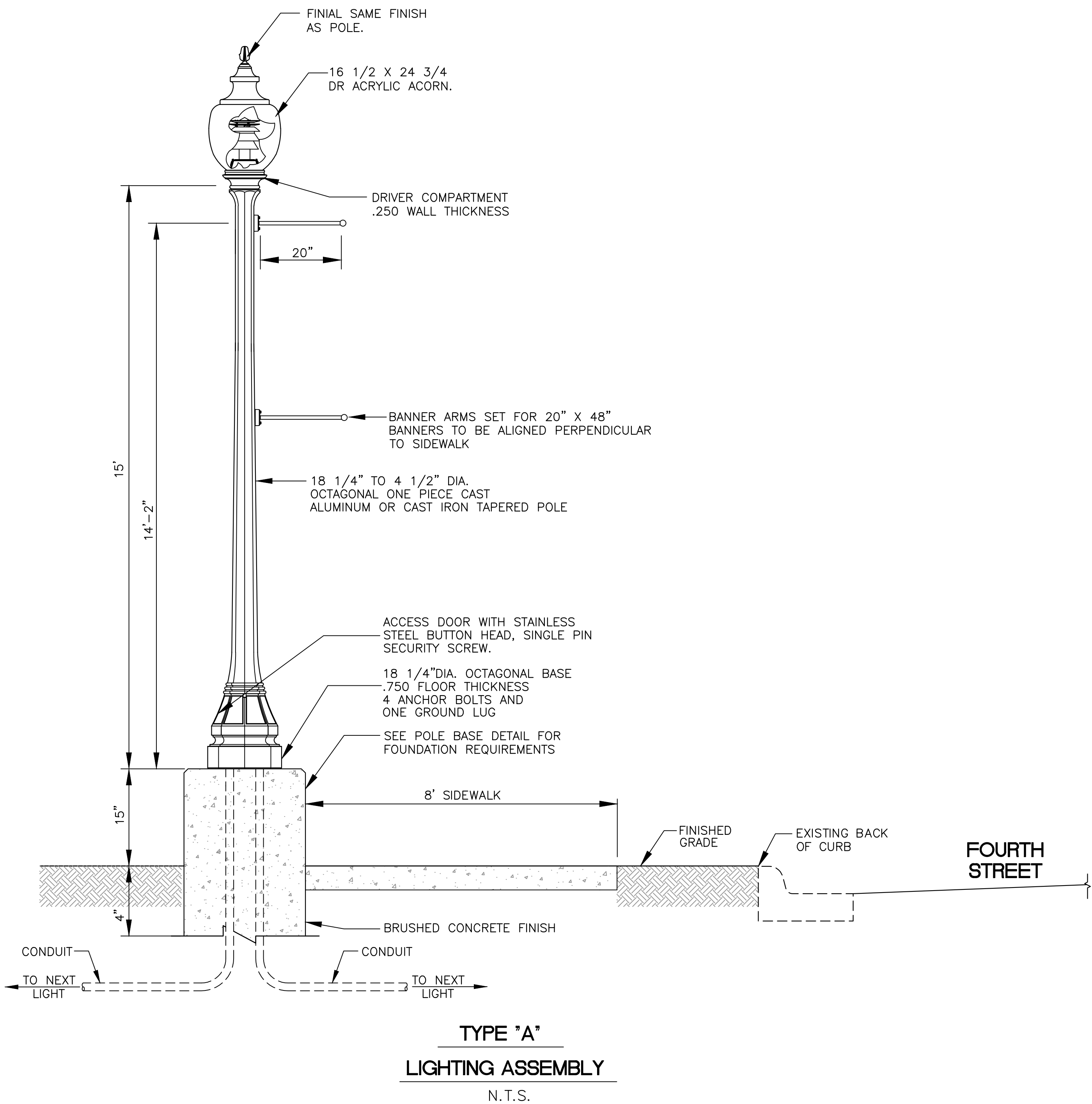
ADD OPTION #1
LIGHTING PLAN
STA. 21+00 TO E.O.P.

WORKING NUMBER: LP-3	DRAWING NUMBER: 4003
-------------------------	-------------------------

REQUIRED LIGHTING

MANUFACTURER	15' POST	15' POST LUMIANIRE
STERNBERG	9315TO/DBA(DCO)/BK	A850SRLED 6 ARC45T2 MDLO3

- NOTES:
- ALL POLES, BASES, ARMS, BANNER ARMS, AND FINIALS SHALL BE POWDER COATED BLACK.
 - BANNER ARMS SHALL BE OF REMOVABLE TYPE.



NOTICE TO DRAWING HOLDER

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FOURTH STREET IMPROVEMENTS - PHASE III
PROJECT NO. HPP-8750-00(004)LPA / 105845-802000

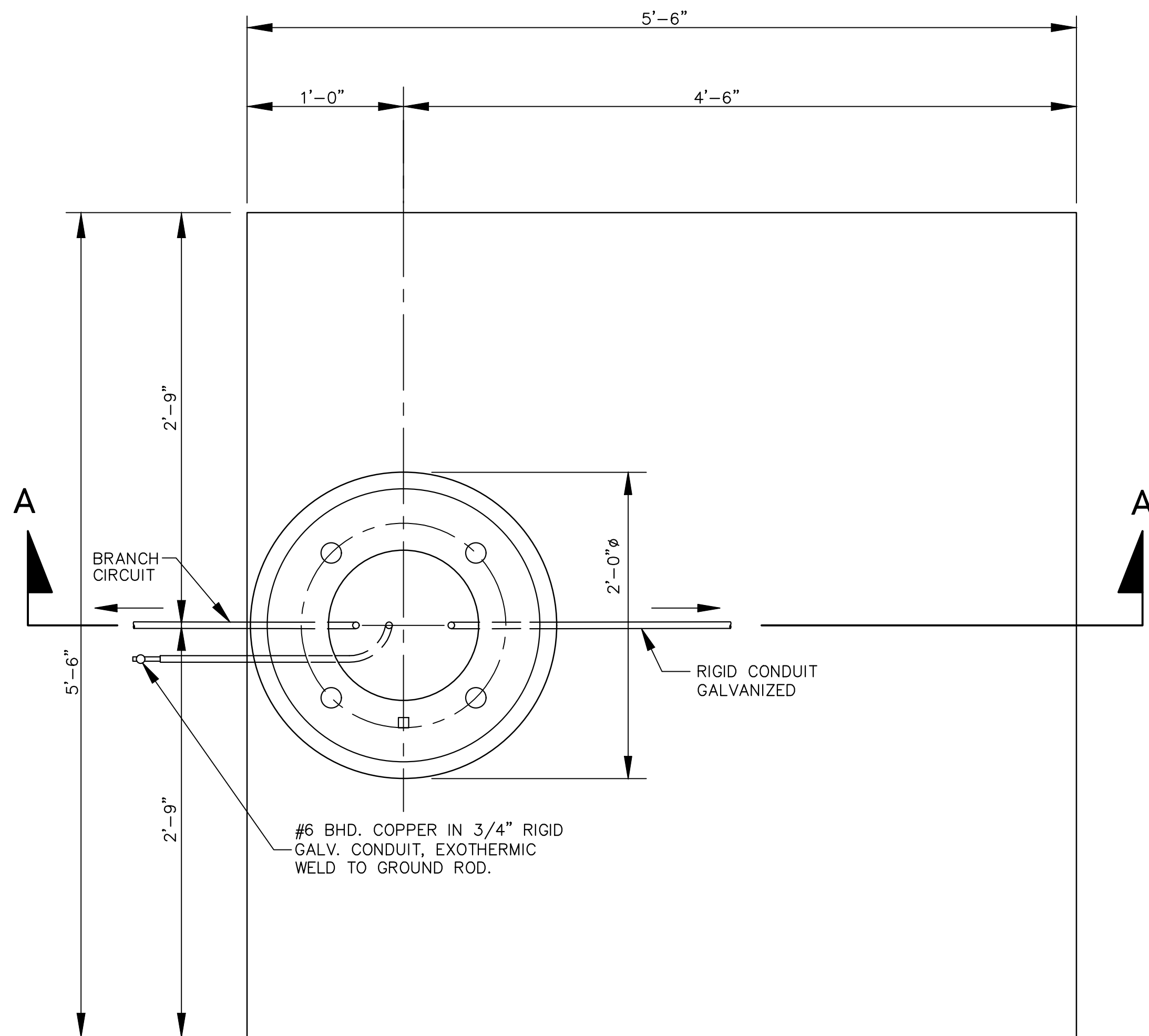
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



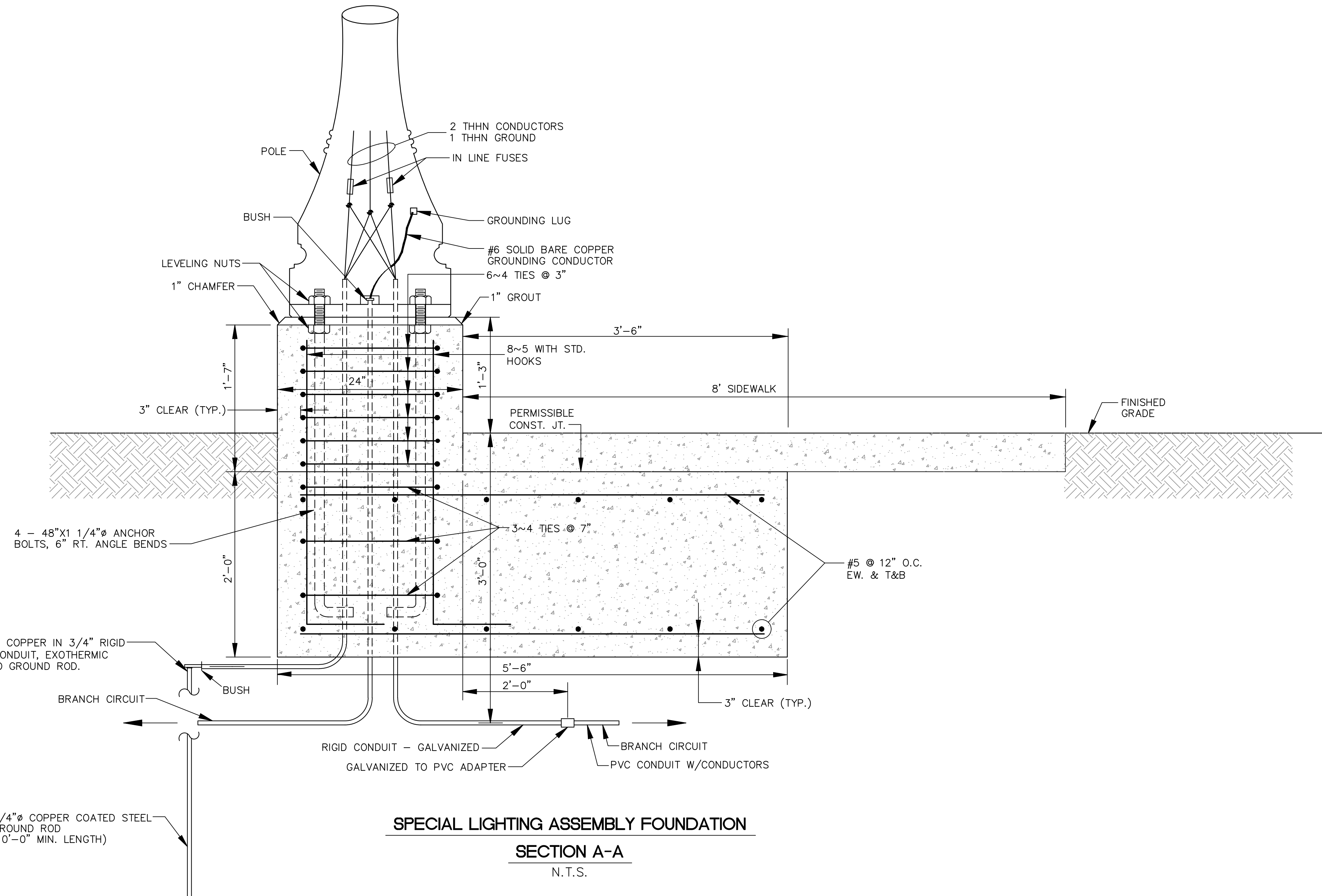
ADD OPTION #1
LIGHTING DETAILS I

WORKING NUMBER:
LD-1

DRAWING NUMBER:
4004



PLAN
N.T.S.



SPECIAL LIGHTING ASSEMBLY FOUNDATION
SECTION A-A
N.T.S.

NOTICE TO DRAWING HOLDER

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FOURTH STREET IMPROVEMENTS - PHASE III
PROJECT NO. HPP-8750-00(004)LPA / 105845-802000

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

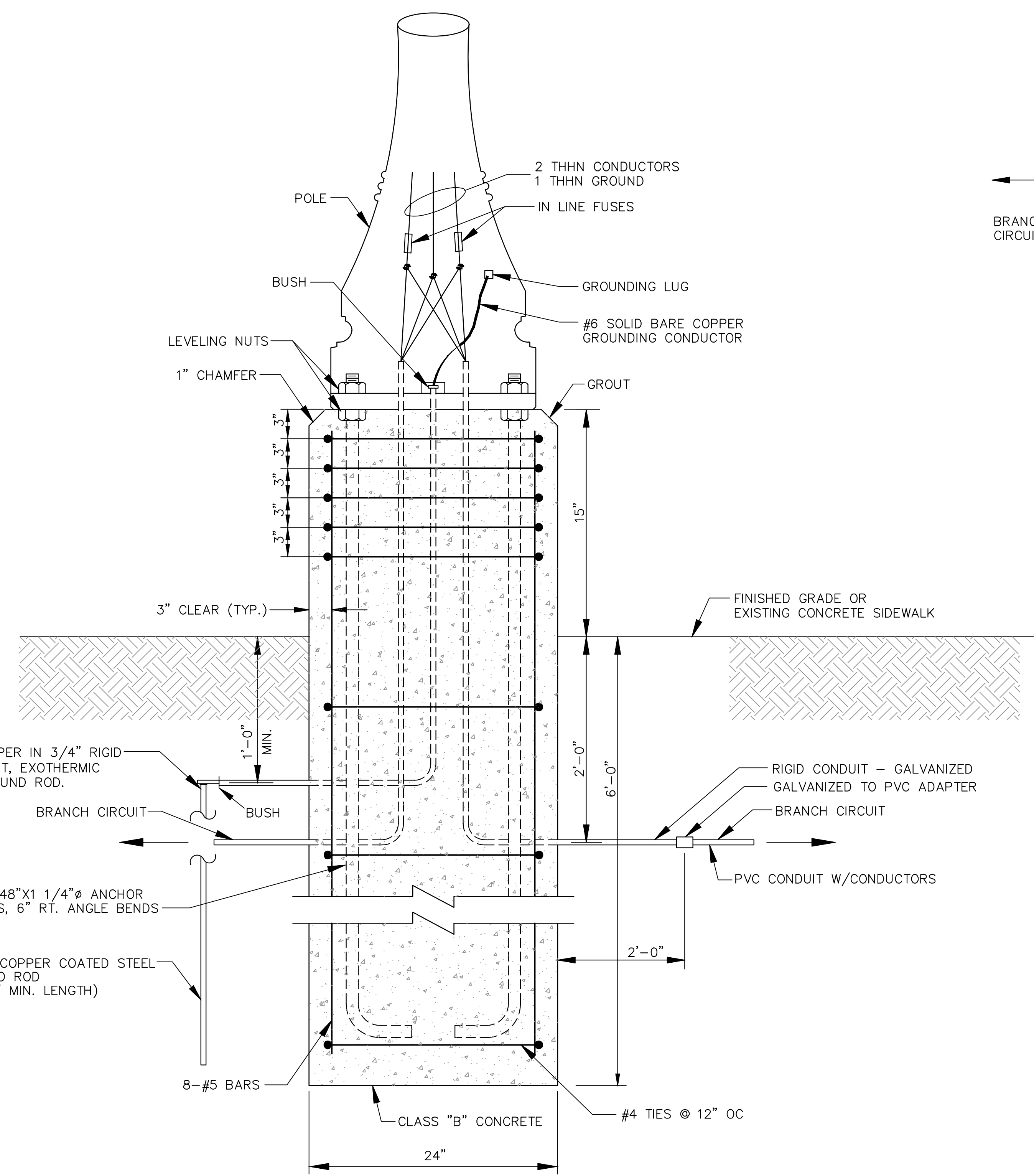


ADD OPTION #1
LIGHTING DETAILS II

WORKING NUMBER:
LD-2

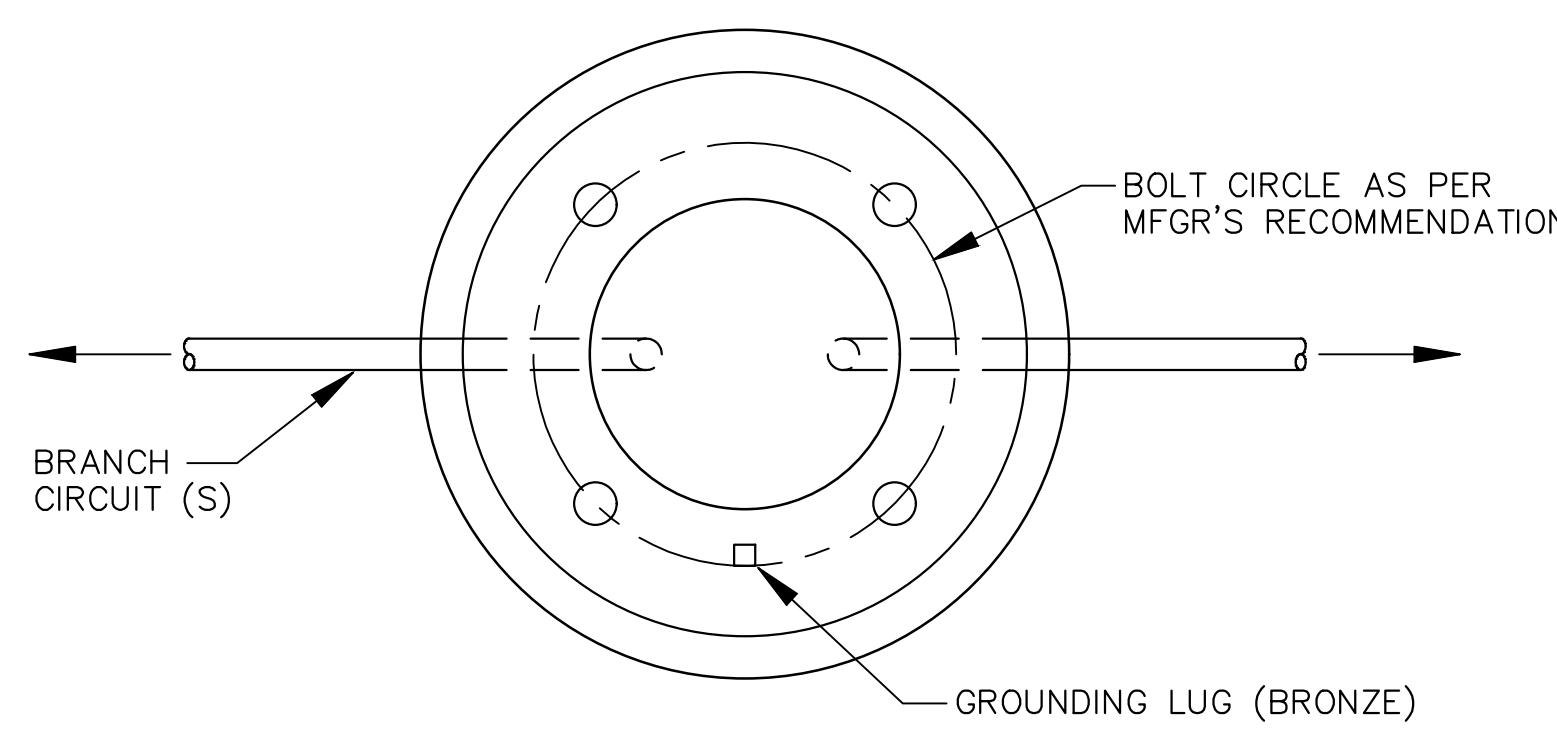
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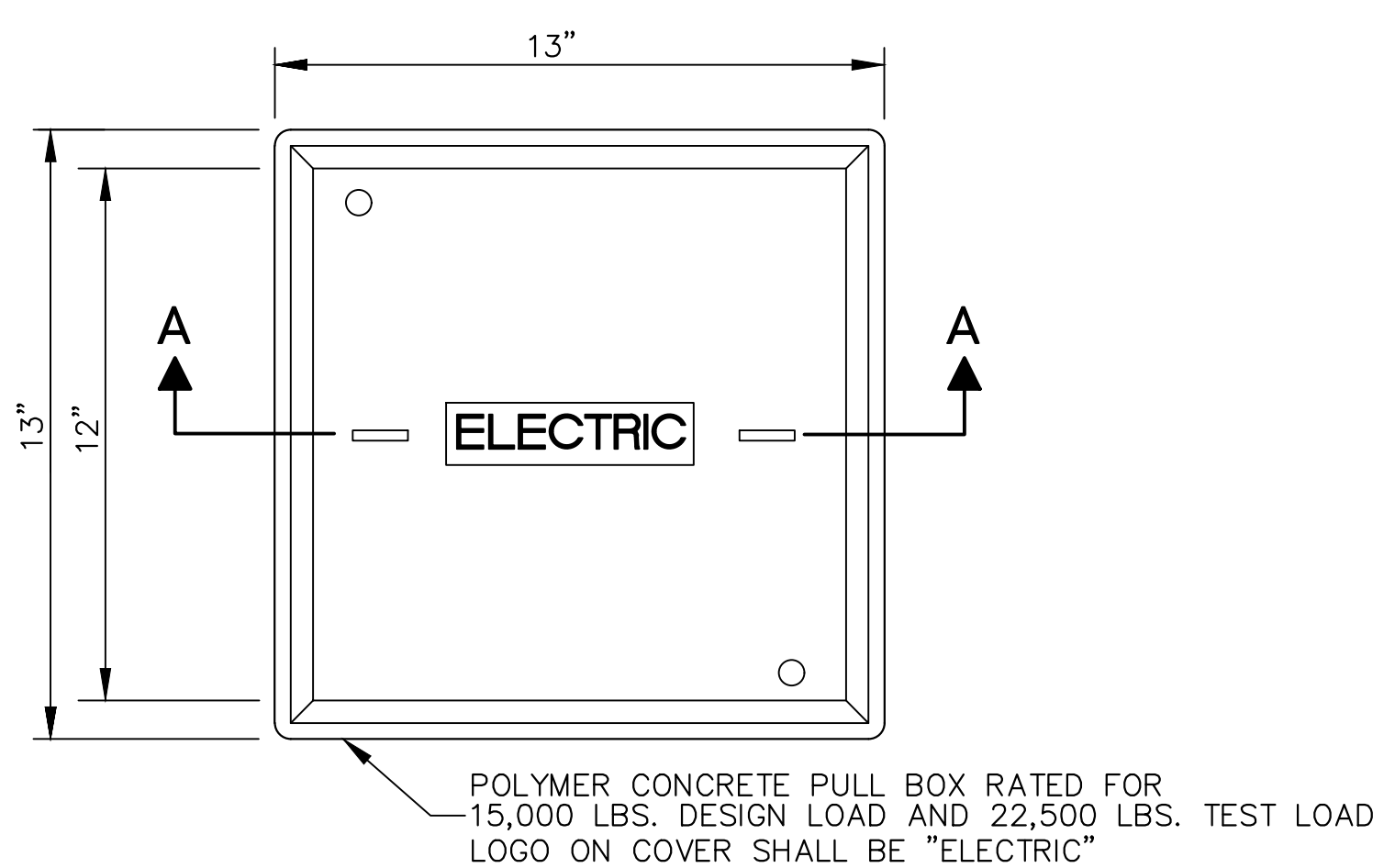


STANDARD LIGHTING ASSEMBLY FOUNDATION

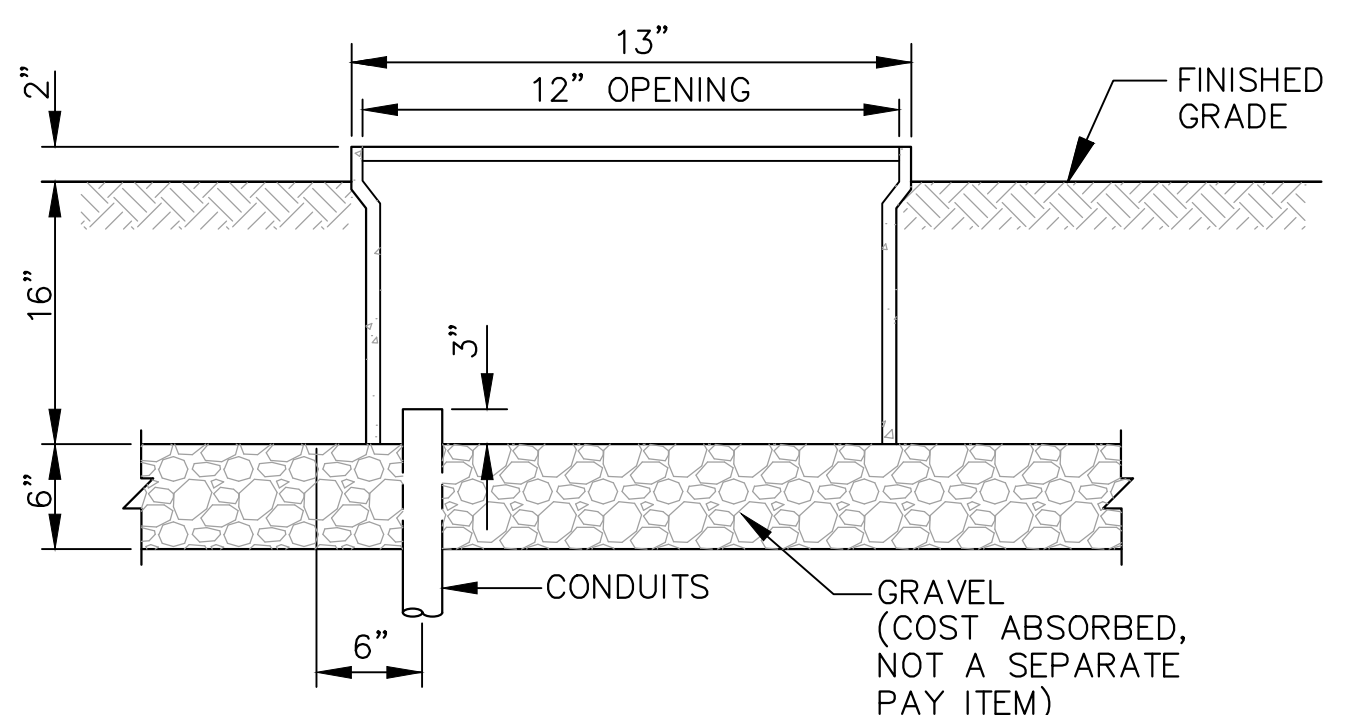
SECTION
N.T.S.



PLAN VIEW
N.T.S.

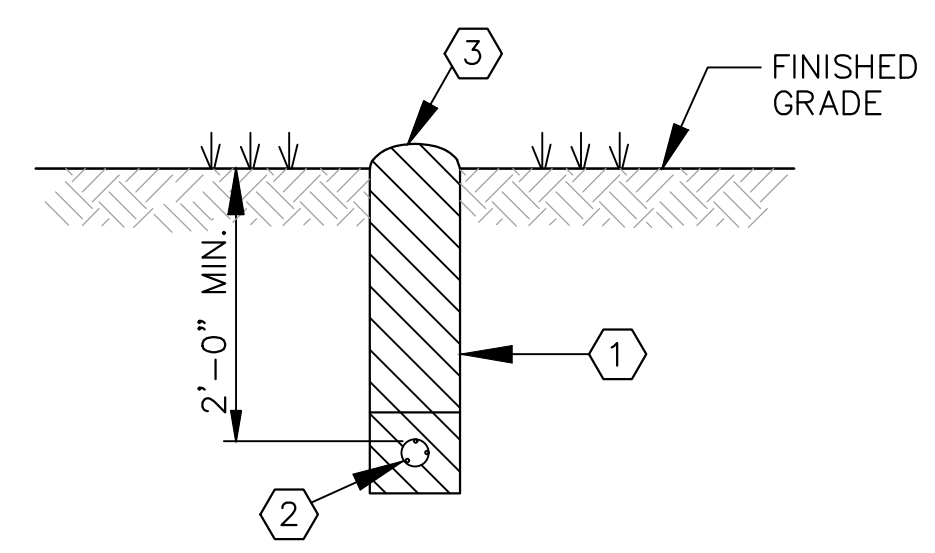


PLAN
N.T.S.



SECTION A-A
N.T.S.

UNDERGROUND PULLBOX
N.T.S.



CABLE TRENCHING DETAIL
N.T.S.

- ① FRIABLE MATERIAL AS APPROVED BY THE ENGINEER
COMPACTED 6" LIFTS.
- ② TYPE THWN CABLE IN PVC CONDUIT.
- ③ PILE EXCESS 3" ABOVE GRADE FOR SETTLING
OR AS DIRECTED BY ENGINEER.

NOTICE TO DRAWING HOLDER

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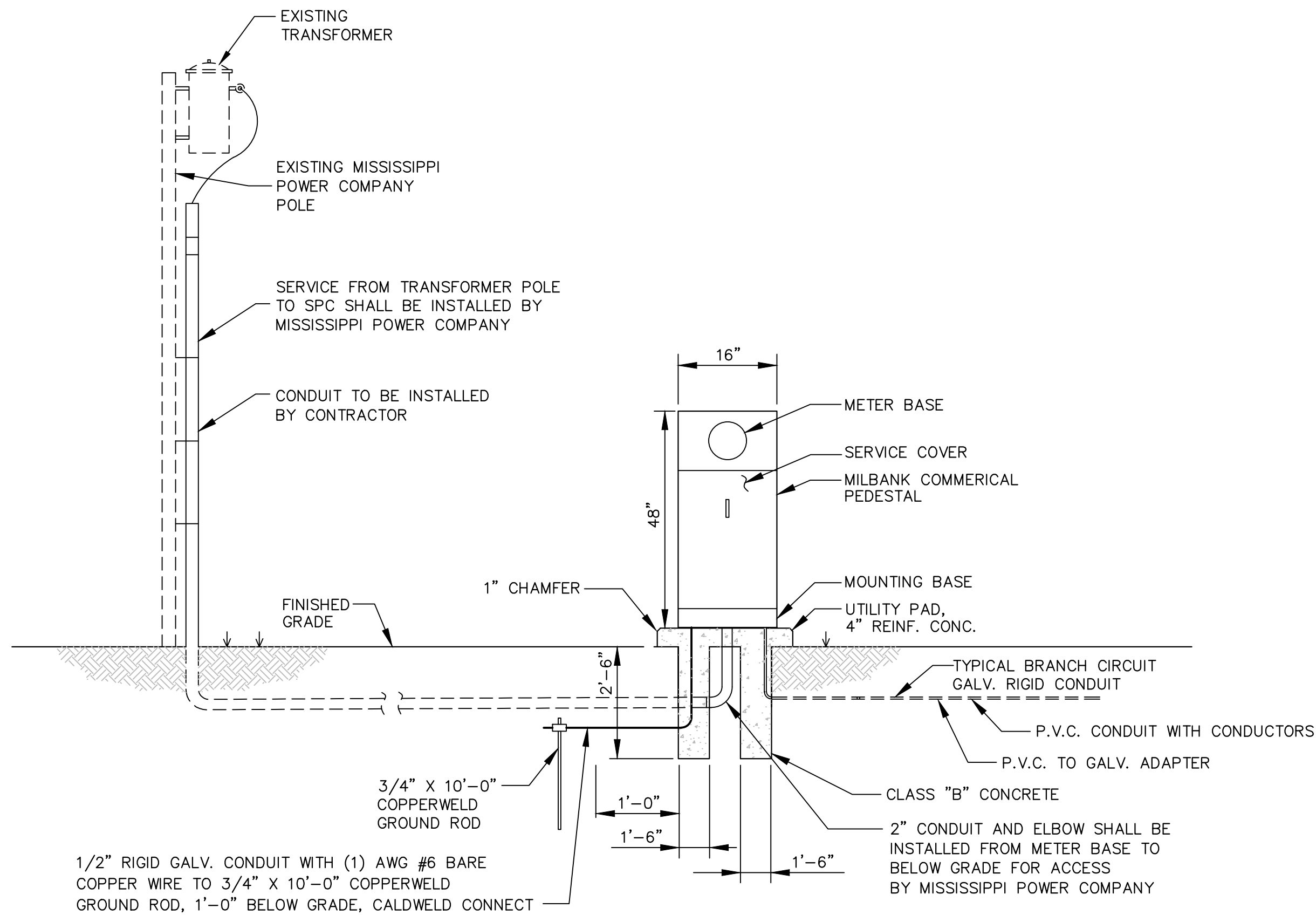
FOURTH STREET IMPROVEMENTS - PHASE III
PROJECT NO. HPP-8750-00(004)LPA / 105845-802000

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

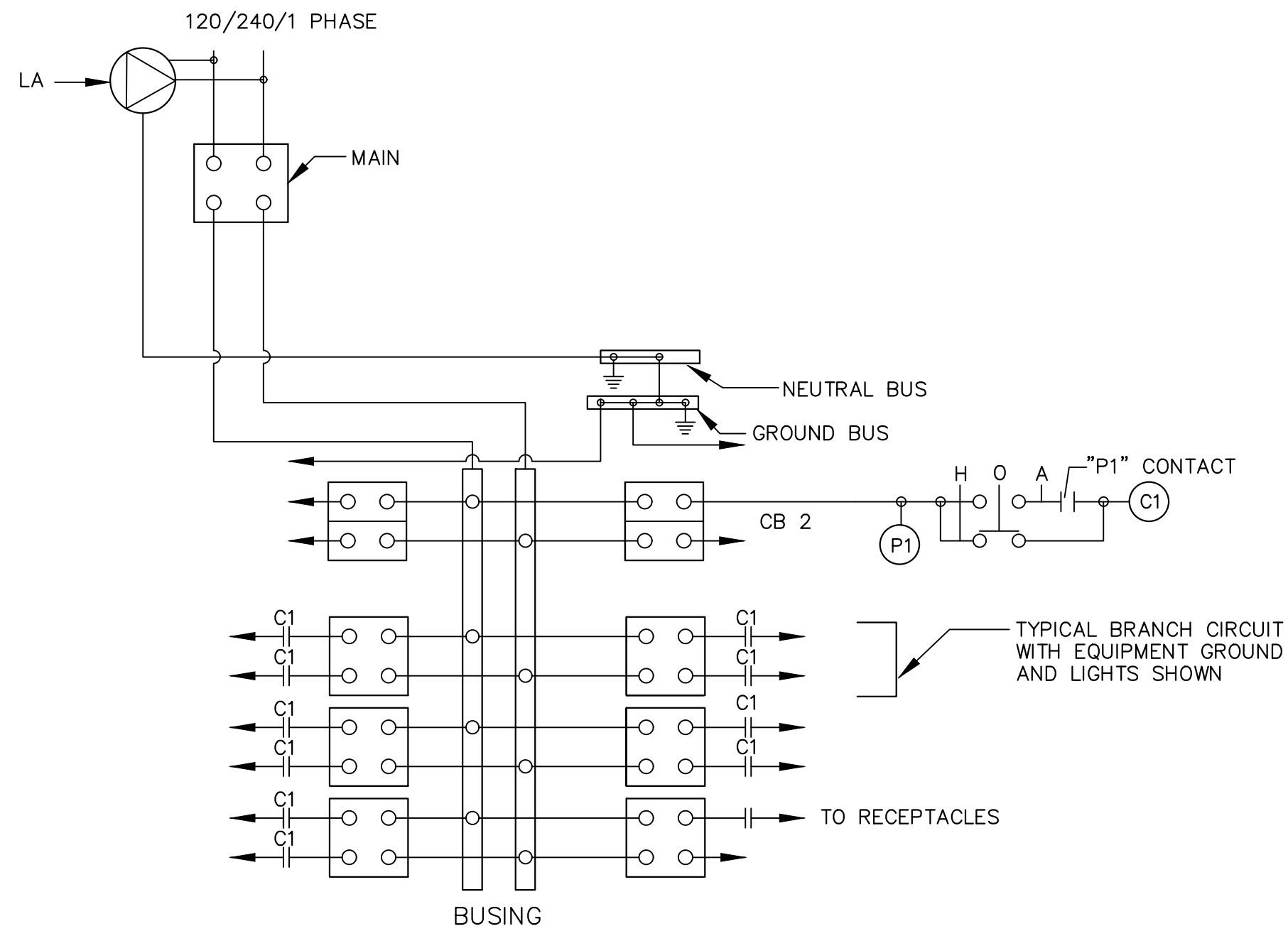


ADD OPTION #1
LIGHTING DETAILS III

WORKING NUMBER:	DRAWING NUMBER:
LD-3	4006



SECONDARY POWER CONTROLLER DETAIL
N.T.S.



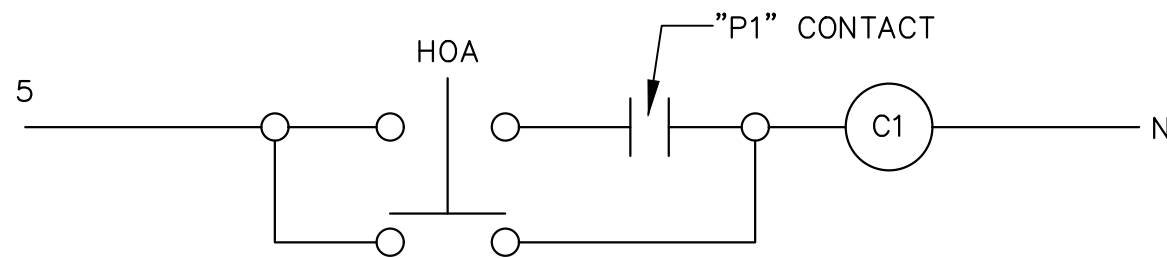
SCHEMATIC OF LIGHTING CONTROLLER DETAIL
N.T.S.

MAIN CIRCUIT BREAKER, REFER TO SECONDARY POWER CONTROLLER SCHEDULE FOR AMPERE RATING, 600V, 2 POLE
H.O.A. - HAND-OFF-AUTO. SELECTOR SWITCH
C1 - CONTACTOR
CB - BRANCH CIRCUIT BREAKER (NO. AS REQ'D ON SCHEDULE)
* LA - LIGHTNING ARRESTER
DR - DUPLEX RECEPTACLE
* P1 - PHOTOELECTRIC CONTROL

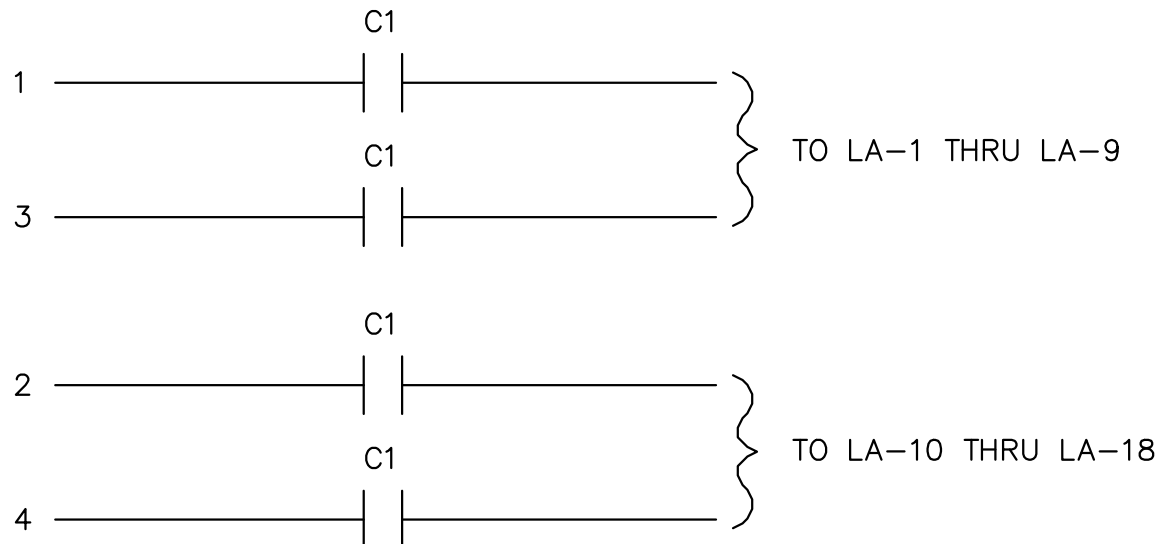
NOTES:

- ALL COMPONENTS LOCATED INSIDE NEMA 3R EXCEPT THOSE NOTED WITH (*)
- LABEL BREAKERS AS TO CIRCUIT NUMBER USE PHENOLIC ENGRAVED LABELS

PANEL SPC SCHEDULE												
CIRCUIT NUMBER	WIRE SIZE	BREAKER SIZE	DESCRIPTION OF LOAD	LOAD KVA	KVA PER PHASE			LOAD KVA	DESCRIPTION OF LOAD	BREAKER SIZE	WIRE SIZE	CIRCUIT NUMBER
					A	B	C					
1	#10	20A/2P	LIGHTING LA-1 THRU LA-9	0.39	0.87			0.48	LIGHTING LA-10 THRU LA-18	20A/2P	#10	2
3	#10	—	—	0.39		0.87		0.48	—	—	#10	4
5	#10	20A/1P	LIGHTING CONTROLS	0.50	0.50							6
7												8
9												10
11												12
13												14
15												16
17												18
19												20
21												22
23												24
25												26
27												28
29												30
POWER PANEL SPC LOCATED ON STRUCTURE			TOTAL KVA	1.37	0.87		SERVICE CHARACTERISTICS: 120/240V — 1 PHASE — 3 WIRE — 60 Hz. 100 AMP. MAIN BREAKER WITH 100 AMP. BUS PROVIDE GROUND BUS NEMA 3R CABINET					
			GRAND CONNECTED TOTAL KVA	2.24								



LIGHTING CONTROL CIRCUIT
N.T.S.



FOURTH STREET IMPROVEMENTS - PHASE III
PROJECT NO. HPP-8750-00(004)LPA / 105845-802000

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

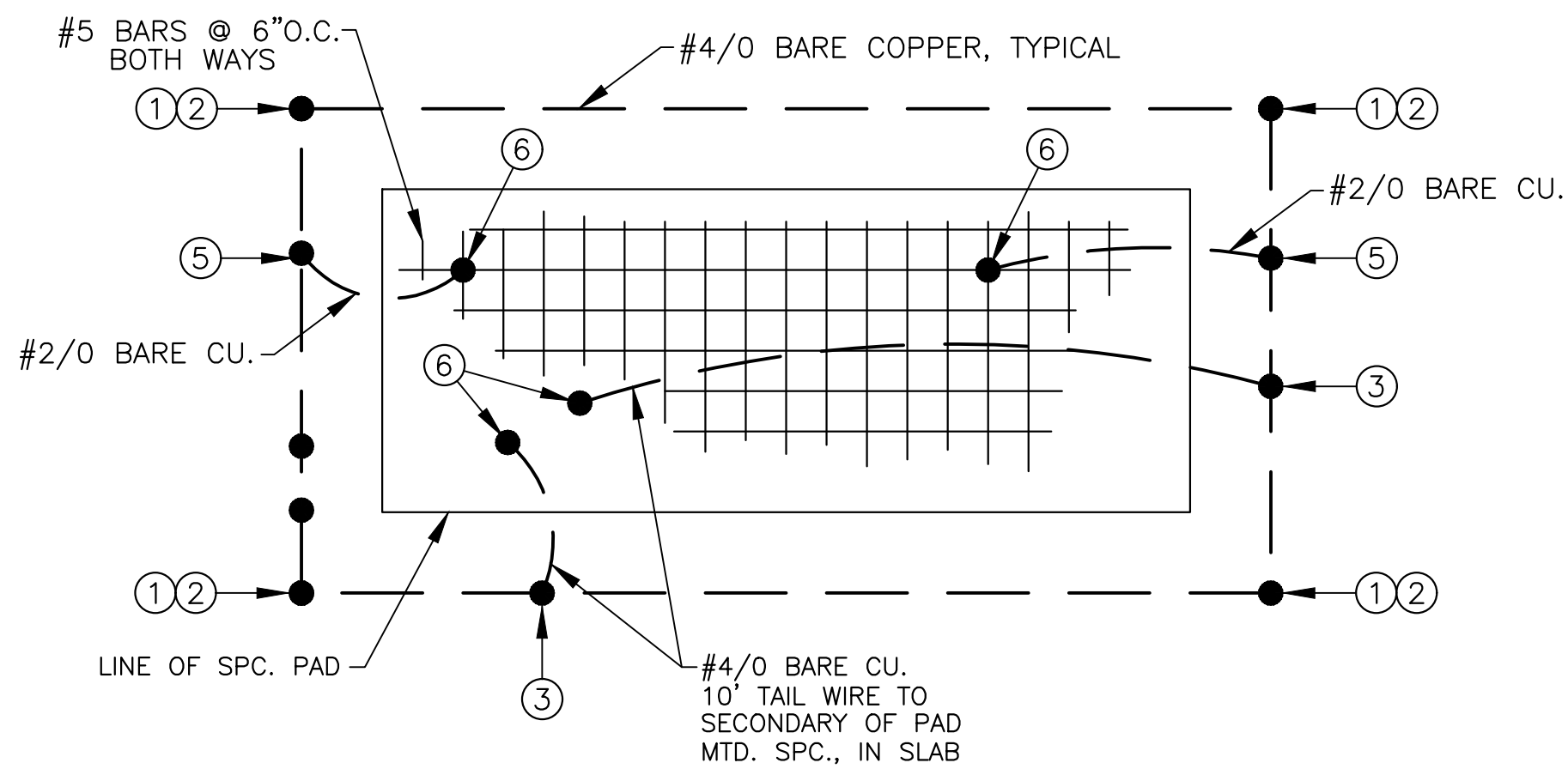
NEEL-SCHAFFER
Solutions you can build upon

ADD OPTION #1
ELECTRICAL DETAILS

WORKING NUMBER:
ED-1

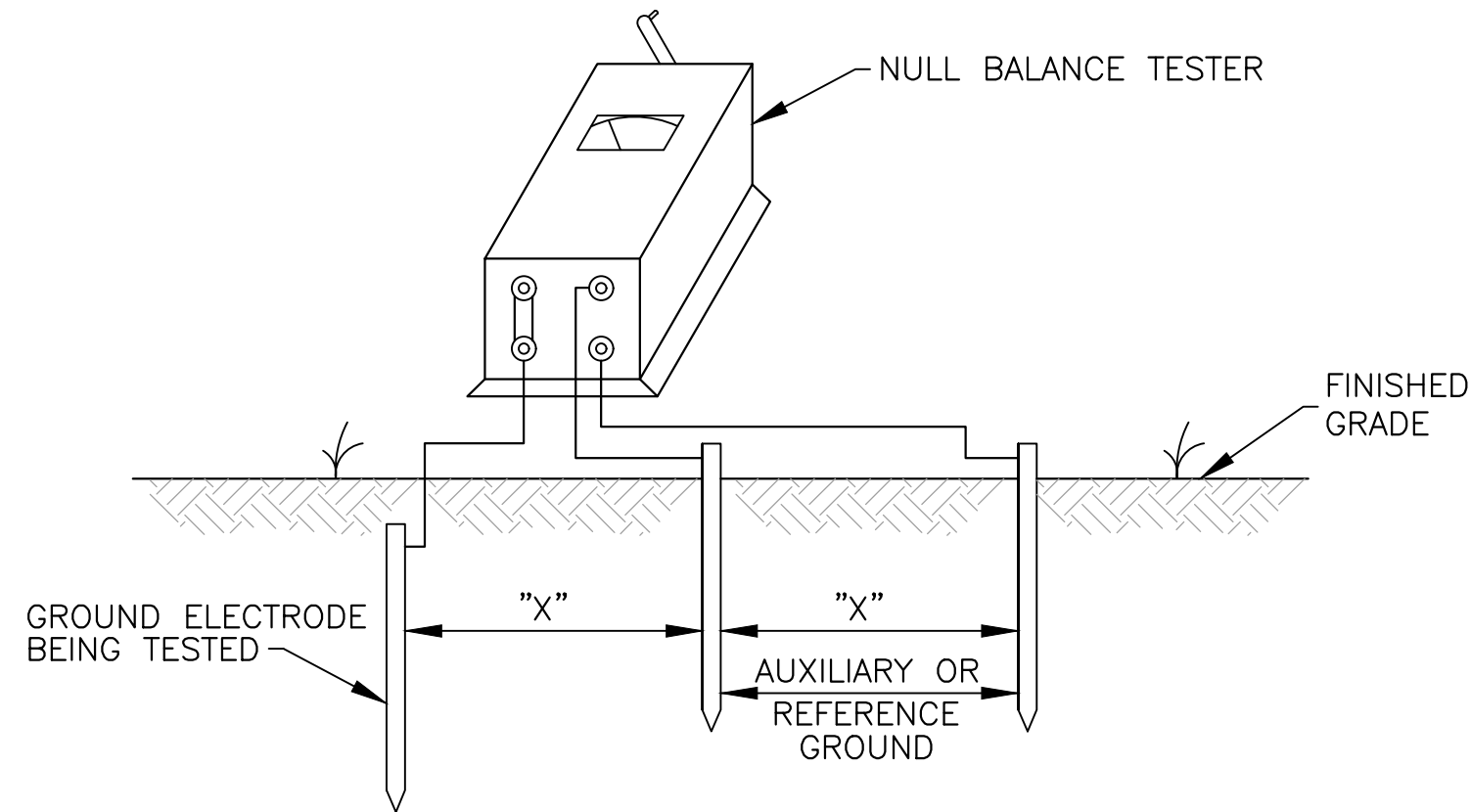
DRAWING NUMBER:
4007

SCHEDULE GROUND GRID SYSTEM				
ITEM	DESCRIPTION	MANUFACTURER	CAT. NO.	REMARKS
①	3/4" x 10' COPPERCLAD GND. ROD	-----	-----	20' O.C. W/ TOP 1'-6" BELOW GRADE
②	CABLE TO GROUND ROD	ERICO "CADWELD"	GTC-162Q	W/ #115 WELD METAL
③	#4/0 CABLE #4/0 CABLE	ERICO "CADWELD"	TAC-2Q2Q	W/ #150 WELD METAL
④	#4/0 CABLE TO STEEL COLUMN	ERICO "CADWELD"	VBC-2Q	W/ #150 WELD METAL
⑤	#4/0 CABLE TO 2/0 CABLE	ERICO "CADWELD"	TAC-2Q2G	W/ #90 WELD METAL
⑥	#2/0 CABLE TO #5Ø REIN. BAR	ERICO "CADWELD"	RDM-5329	W/ #115 WELD METAL



DISTRIBUTION SYSTEM
GROUND GRID DETAIL

N.T.S.
(TYPICAL FOR SECONDARY POWER CONTROLLER PAD)



NOTES:

- DISTANCE "X" SHALL BE THE SAME BUT NOT LESS THAN 50'. ALL RODS SHALL BE IN A STRAIGHT LINE.
- ALL READINGS SHALL BE DONE IN THE ENGINEERS PRESENCE AND RECORDED FOR PERMANENT RECORD.
- THIS TEST IS TO BE PREFORMED ON EACH OF THE ELECTRICAL DISTRIBUTION SYSTEM GROUND GRIDS.

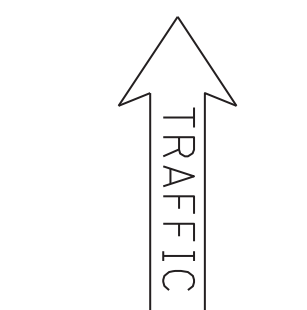
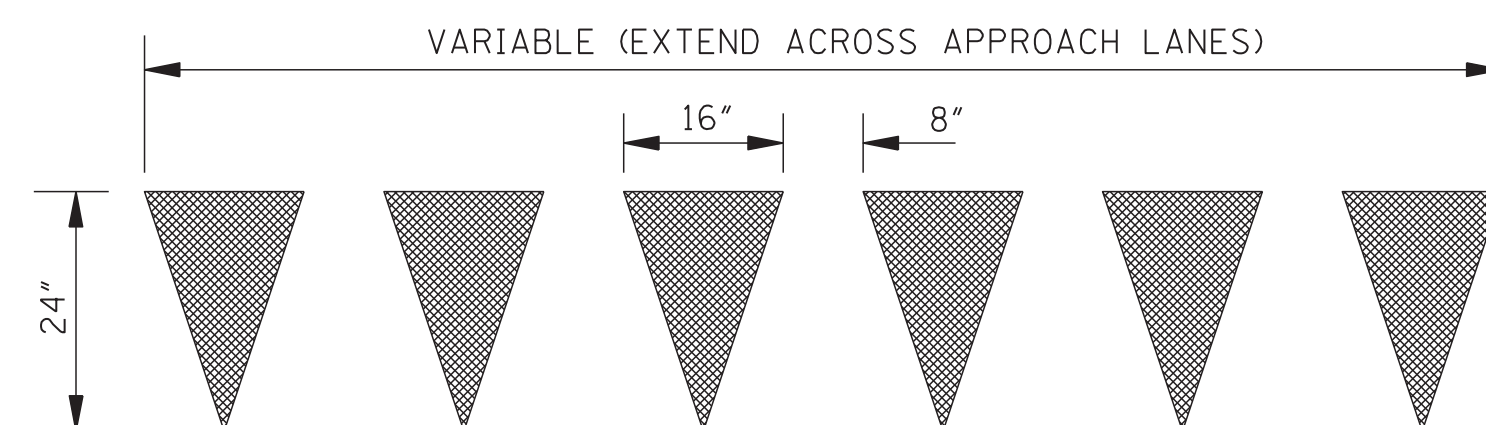
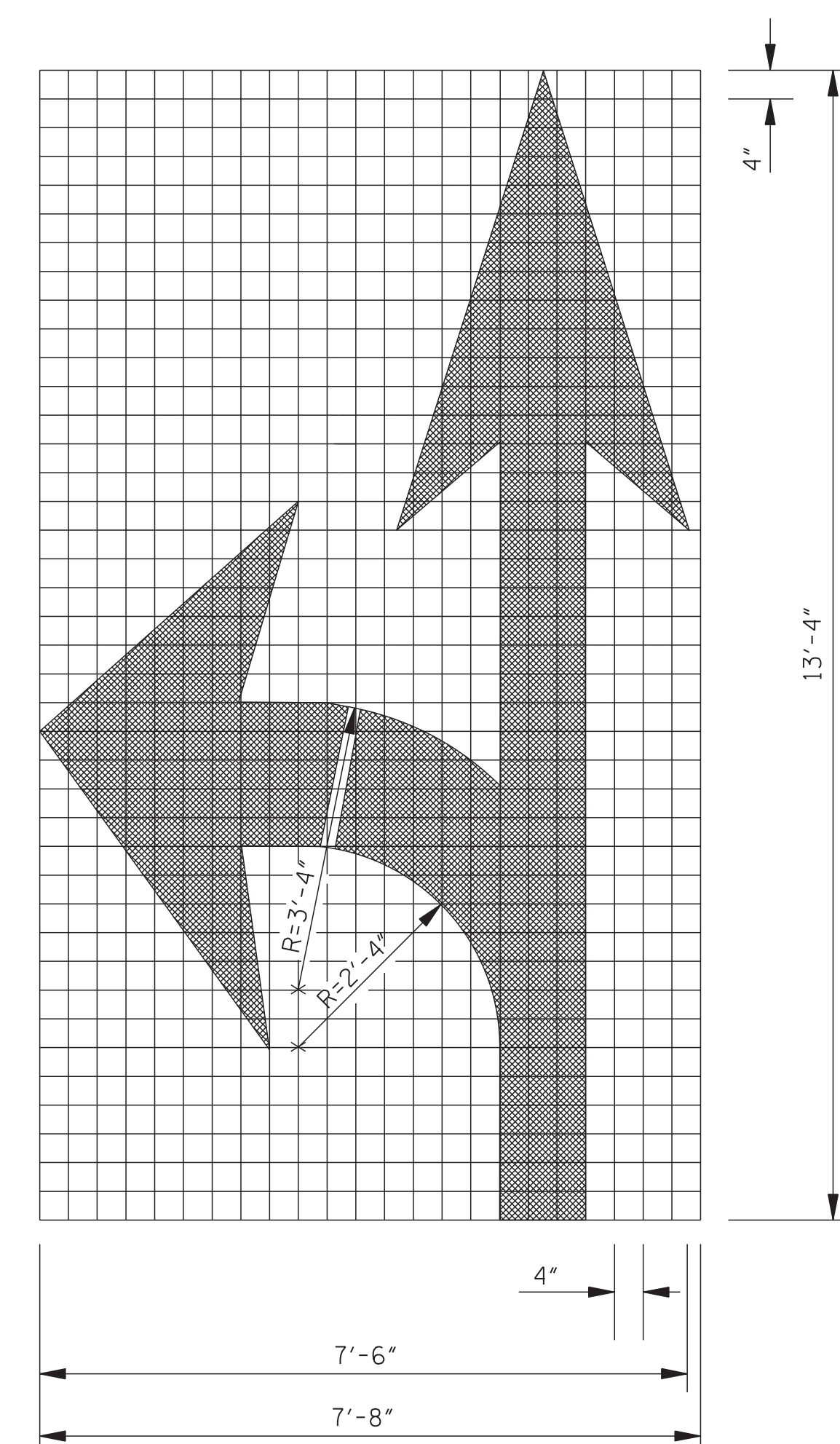
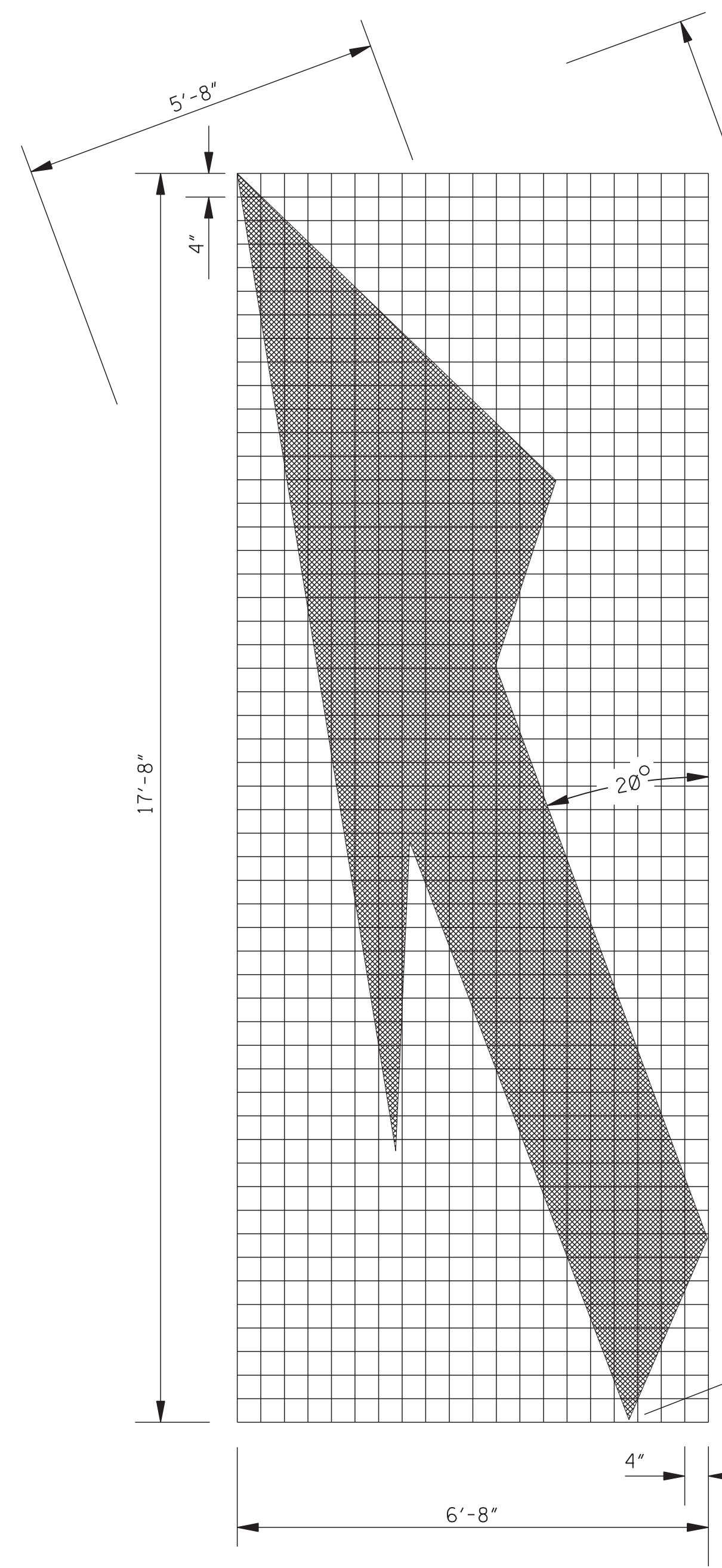
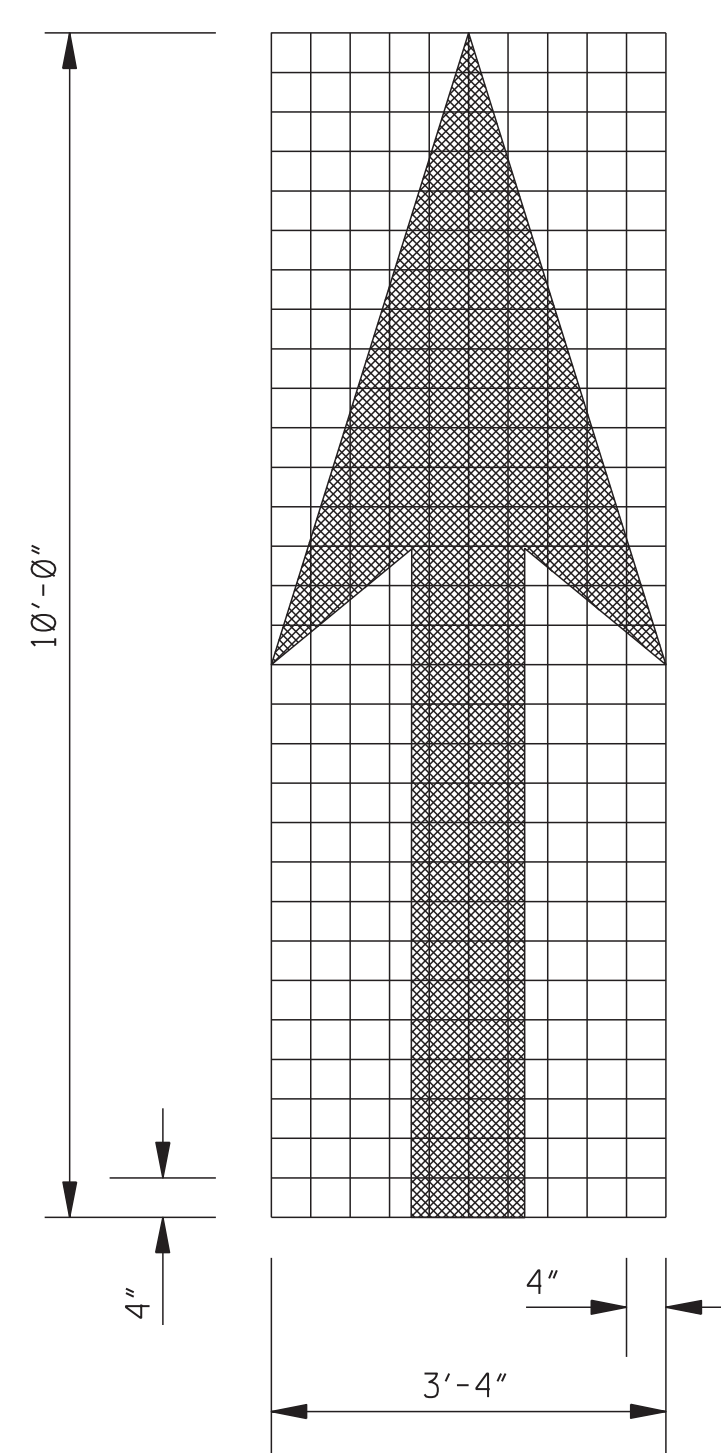
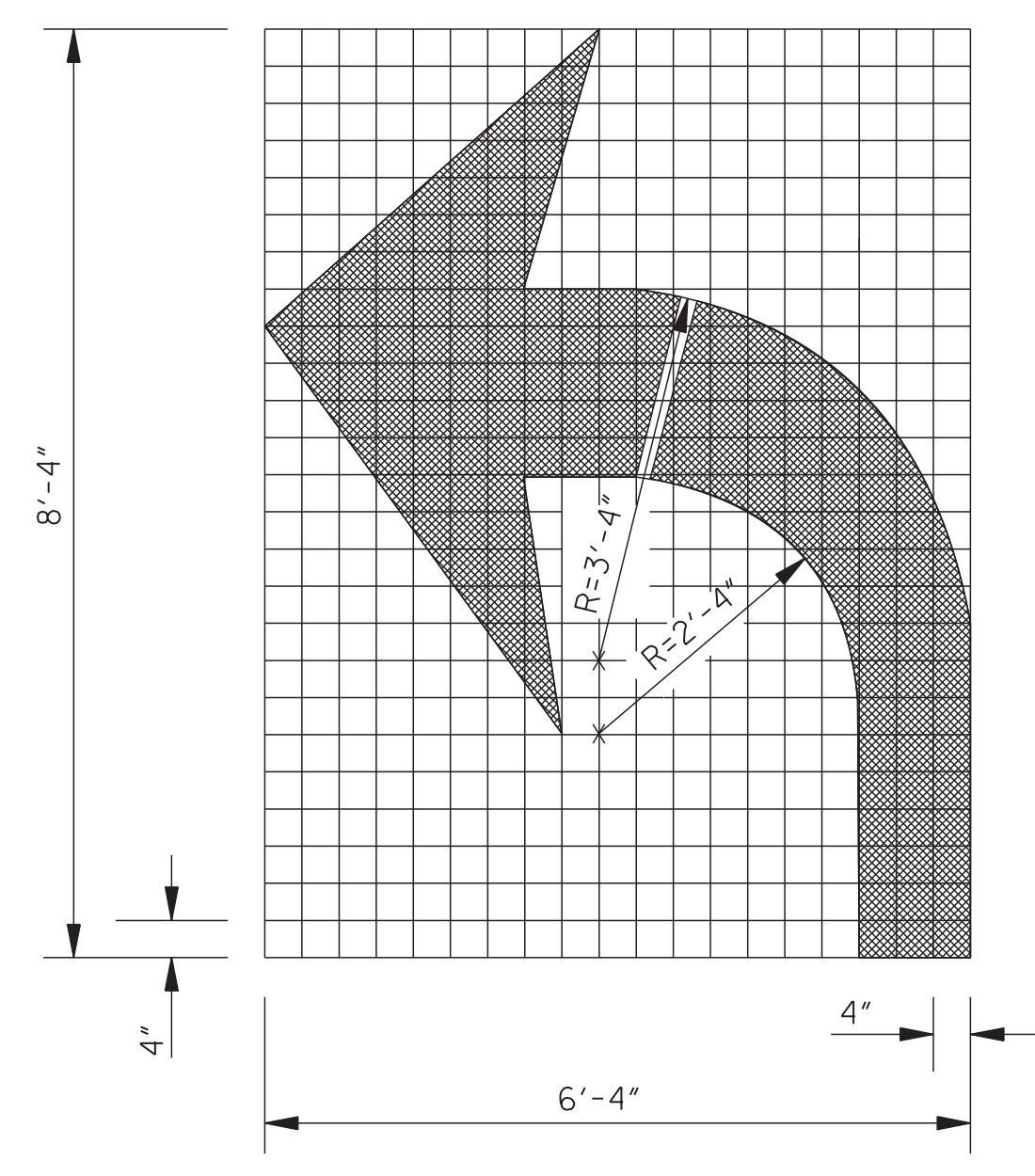
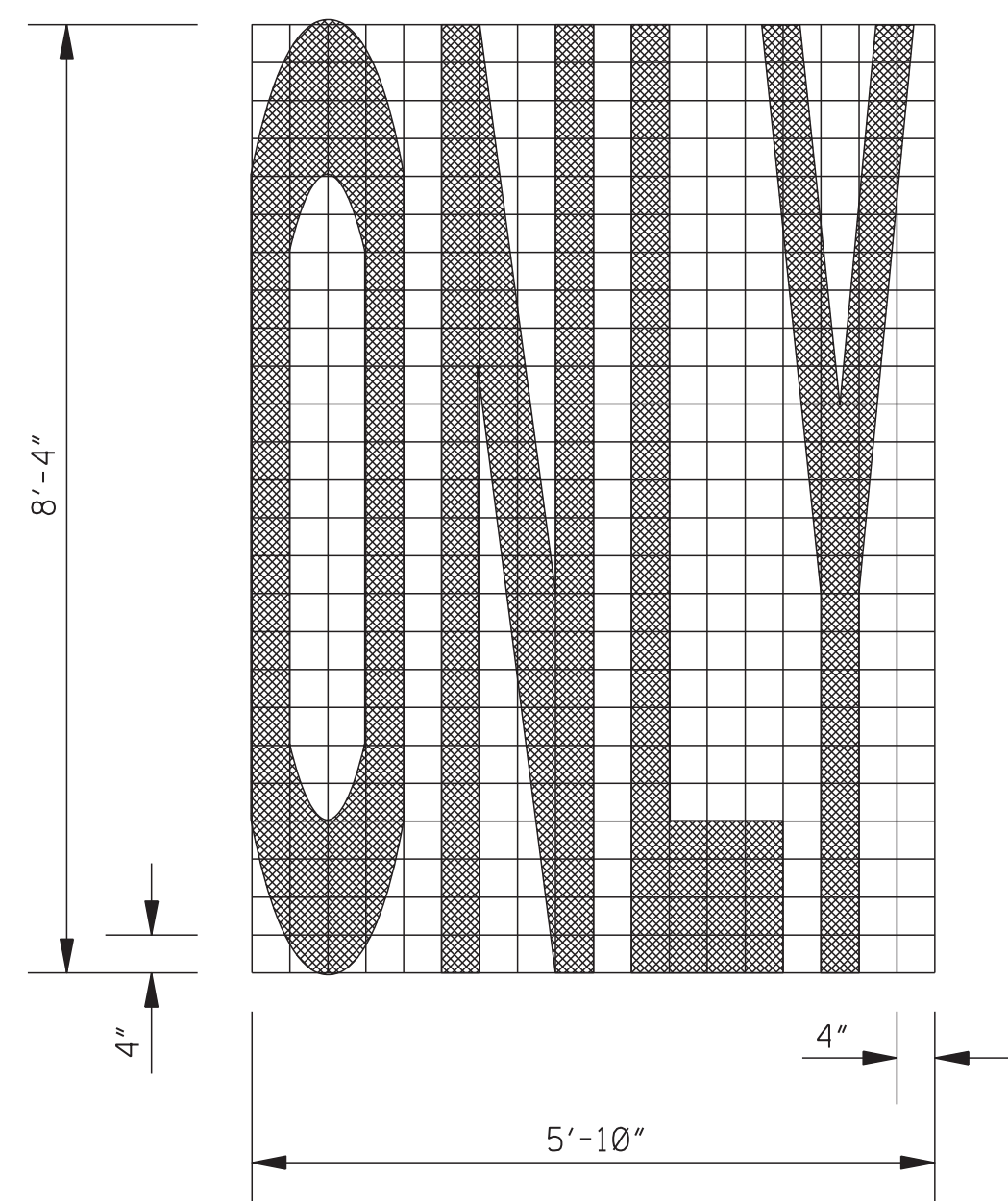
GROUND TEST DETAIL
N.T.S.

5/15/2023 10:09 AM C:\Users\neel\OneDrive\Documents\17146 - 4th Street Improvements\17146 Elec Det-5.dwg

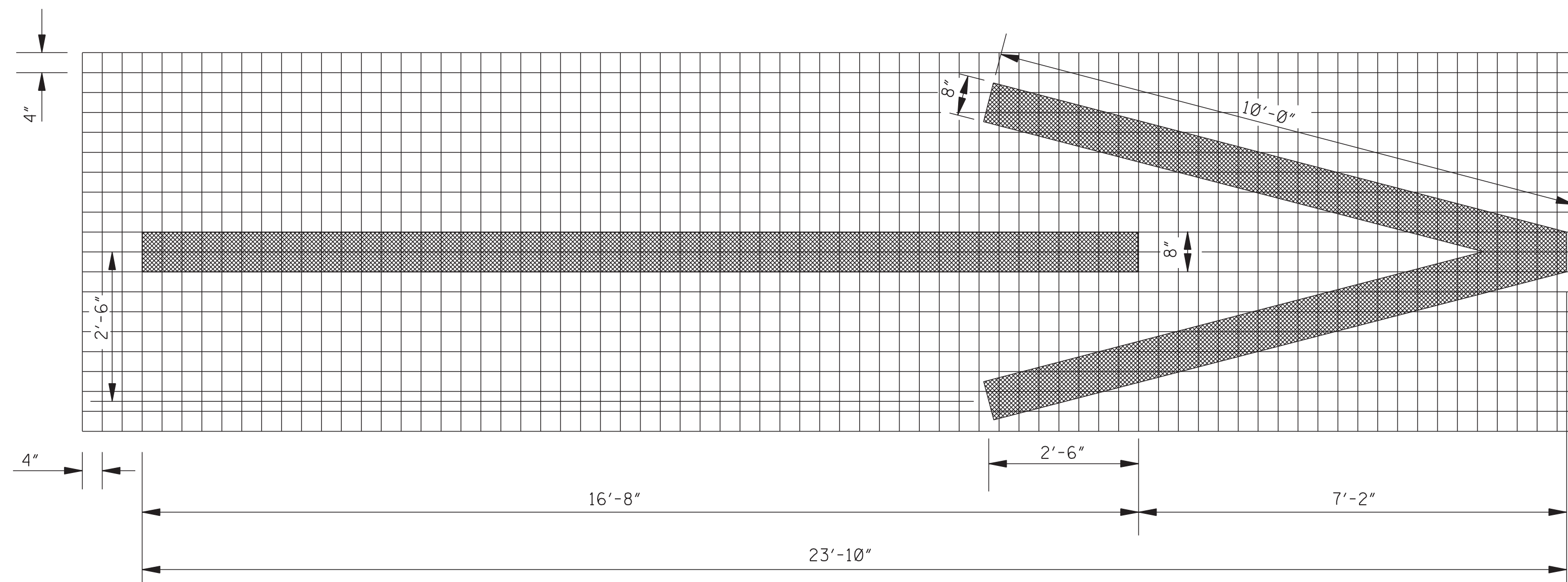
NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		FOURTH STREET IMPROVEMENTS - PHASE III PROJECT NO. HPP-8750-00(004)LPA / 105845-802000 CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY			ADD OPTION #1 GROUND GRID AND DETAILS	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 17146.000				WORKING NUMBER: GGD-1	DRAWING NUMBER: 4008
					FILENAME: 17146 Elec Det-5.dwg					
					SCALE: N.T.S.					
					SURVEYED BY: CLEARPOINT ENGINEERS					
					DSGN: KC/VR DATE: 11/2022					
					DRWN: JEM DATE: 11/2022					
					CHKD: GPC DATE: 11/2022					
					QA/QC: DATE:					

ESTIMATED QUANTITIES - LIGHTING												
LIGHTING ASSEMBLY	STATION	LOW MAST TYPE	LAMP WATTS	NUMBER OF LUMINAIRES	UNGD. BRANCH CKT. AWG, FT.	UNGD. BRANCH CKT. (JACKED OR BORED) AWG, FT.	2"CW/ PULL STRING	JACK OR BORE 2"CW/ PULL STRING	PULL BOX UNDRD.	FOUNDATION CONCRETE CY.		LOCATION
		A			3#10	3#10				24"	SPECIAL LIGHTING ASSEMBLY FOUNDATION	
LA-1	9+52	1	96	1	29	56				0.84		SOUTH SIDE OF SIDEWALK
LA-2	10+37	1	96	1	70						2.42	SOUTH SIDE OF SIDEWALK
LA-3	10+19	1	96	1	34					0.84		EAST SIDE OF THORNHILL DRIVE
LA-4	11+09	1	96	1	89						2.42	SOUTH SIDE OF SIDEWALK
LA-5	12+00	1	96	1	90						2.42	SOUTH SIDE OF SIDEWALK
LA-6	12+91	1	96	1	31	53					2.42	SOUTH SIDE OF SIDEWALK
LA-7	13+83	1	96	1	90						2.42	SOUTH SIDE OF SIDEWALK
LA-8	14+74	1	96	1	85						2.42	SOUTH SIDE OF SIDEWALK
LA-9	15+60	1	96	1	10						2.42	SOUTH SIDE OF SIDEWALK
LA-10	16+51	1	96	1	90						2.42	NORTH SIDE OF SIDEWALK
LA-11	17+43	1	96	1	90						2.42	NORTH SIDE OF SIDEWALK
LA-12	18+27	1	96	1	80						2.42	SOUTH SIDE OF SIDEWALK
LA-13	19+43	1	96	1	100						2.42	SOUTH SIDE OF SIDEWALK
LA-14	20+09	1	96	1	72						2.42	SOUTH SIDE OF SIDEWALK
LA-15	20+97	1	96	1	83						2.42	SOUTH SIDE OF SIDEWALK
LA-16	21+84	1	96	1	80						2.42	SOUTH SIDE OF SIDEWALK
LA-17	22+62	1	96	1	75						2.42	SOUTH SIDE OF SIDEWALK
LA-18	23+34	1	96	1	66					0.84		SOUTH SIDE OF SIDEWALK
										</		

NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS				DRAWING INFORMATION		FOURTH STREET IMPROVEMENTS - PHASE III PROJECT NO. HPP-8750-00(004)LPA / 105845-802000 CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY	 NEEL-SCHAFFER <i>Solutions you can build upon</i>	ADD OPTION #1 ESTIMATED LIGHTING-QUANTITIES	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 17146.000	FILENAME: 17146 Elec Est-Qty.dwg				
					SCALE: N.T.S.					
					SURVEYED BY: CLEARPOINT ENGINEERS					
					DSGN: KC/VR	DATE: 11/2022				
					DRWN: JEM	DATE: 11/2022				
					CHKD: GPC	DATE: 11/2022				
					QA/QC:	DATE:				
								WORKING NUMBER: EQL-1		DRAWING NUMBER: 4009



YIELD LINE

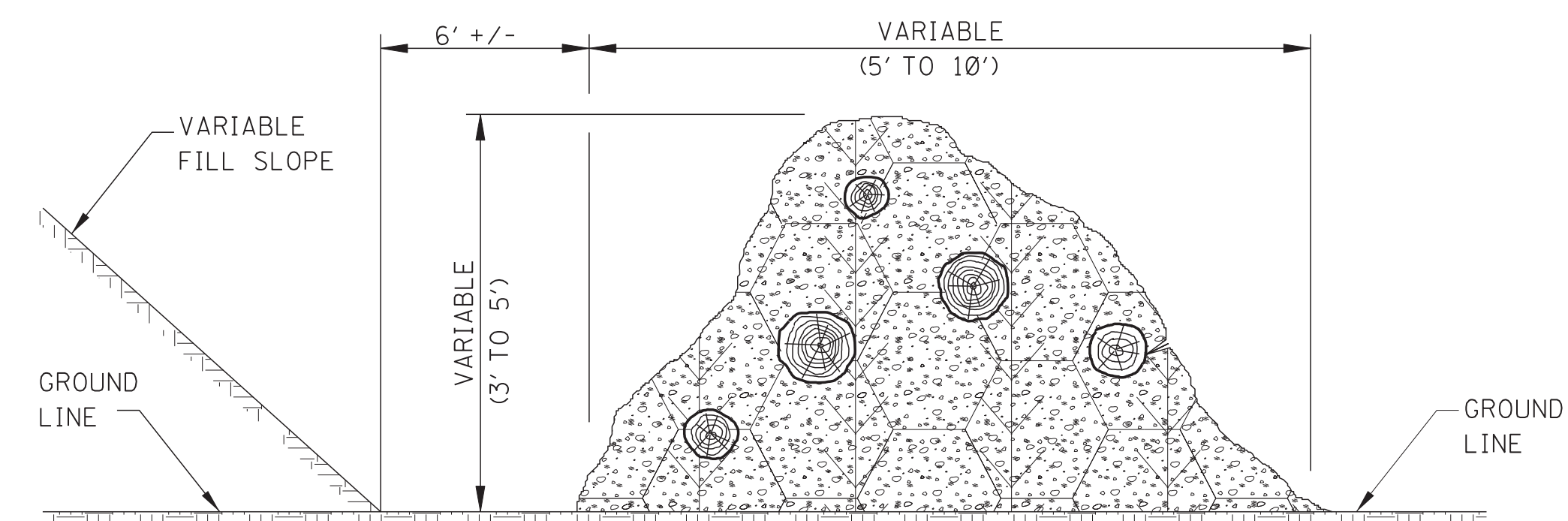
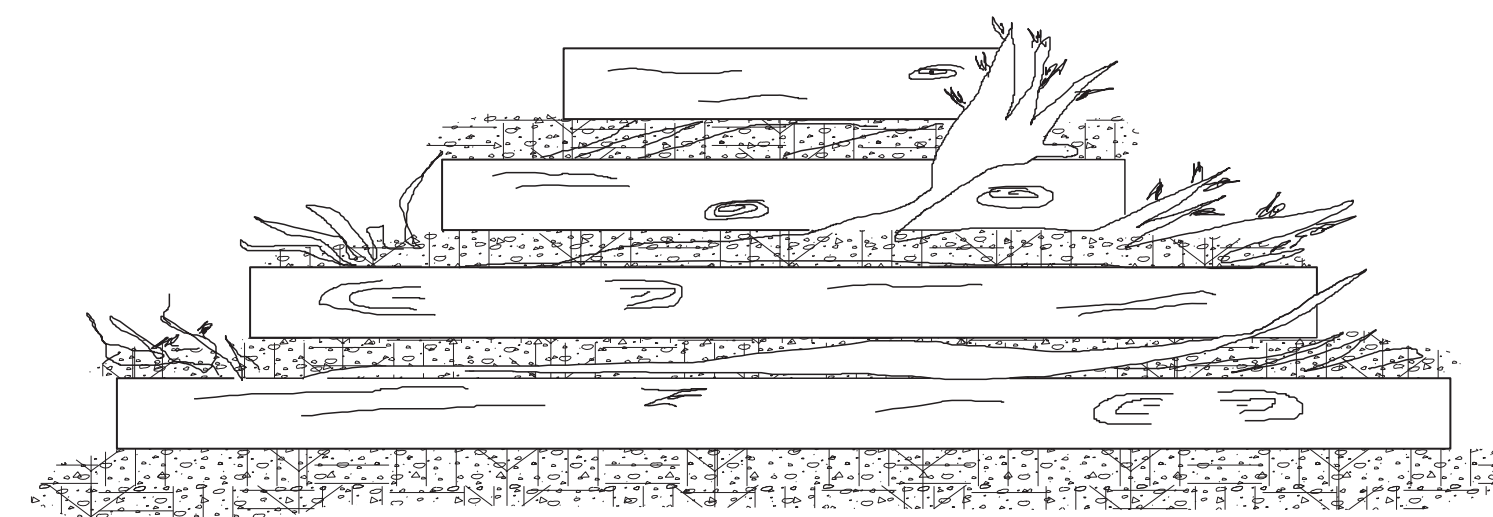
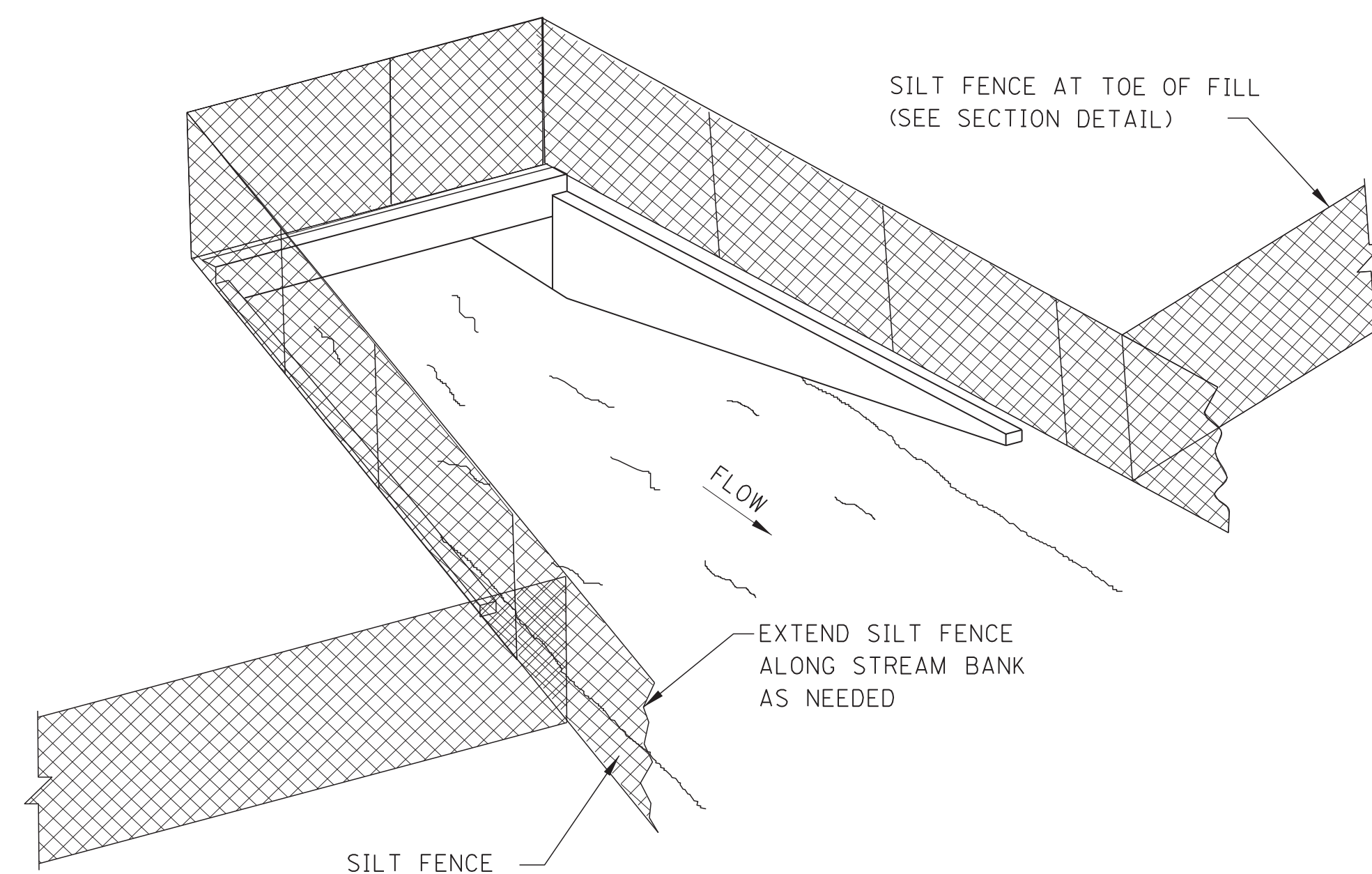


1-WAY ARROW

- GENERAL NOTES:
1. TWO HORIZONTAL GAPS (CAUSED BY TEMPLATE CONNECTORS) OF 1/2" OR LESS AND EXTENDING THE FULL WIDTH ARE PERMITTED IN EACH LETTER.
 2. FOR OTHER DETAILS, SEE THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
 3. DIMENSIONS OF THE YIELD LINE MAY VARY WITH APPROVAL OF THE ENGINEER. SEE MUTCD, LATEST EDITION, FOR ALLOWABLE DIMENSIONS.
 4. PAY QUANTITIES FOR PAVEMENT MARKING LEGENDS ARE AS FOLLOWS:

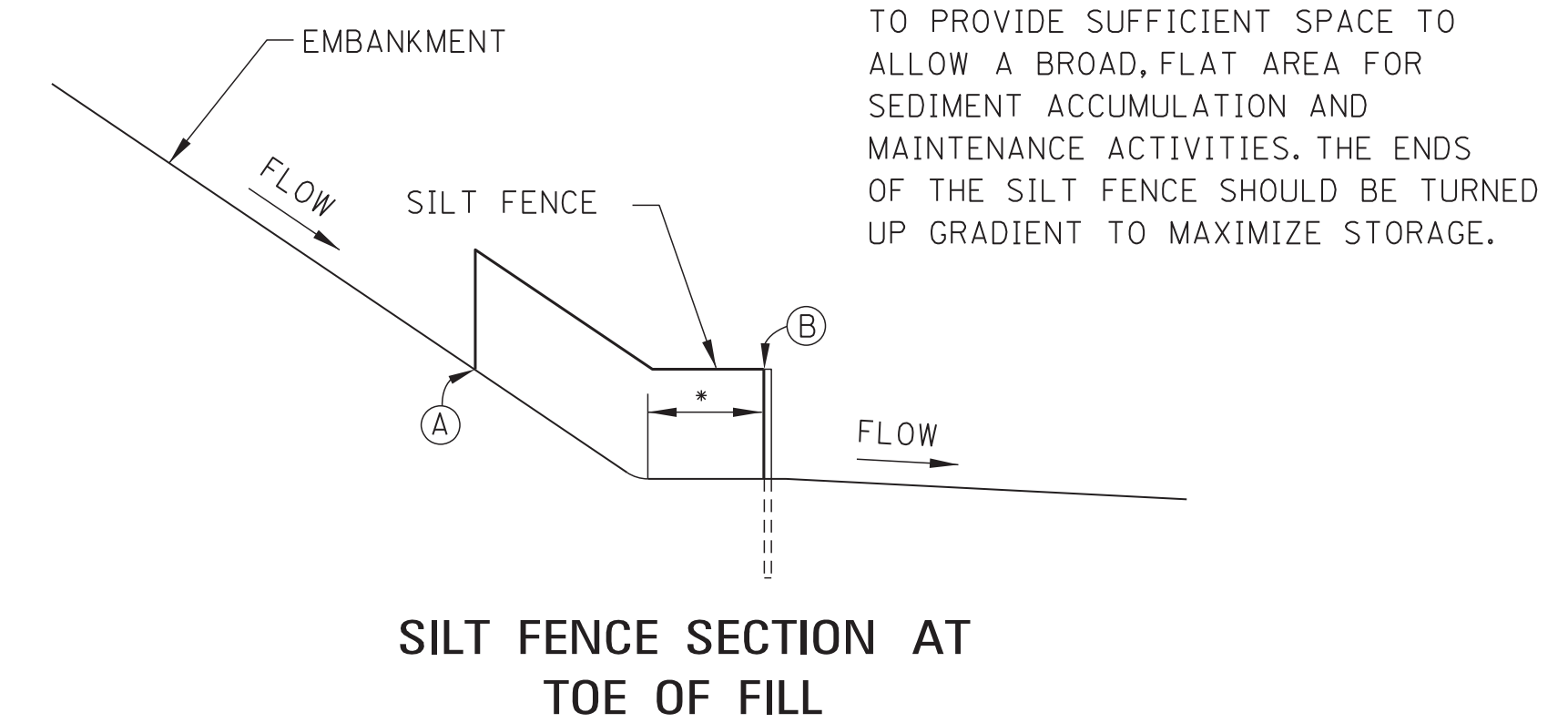
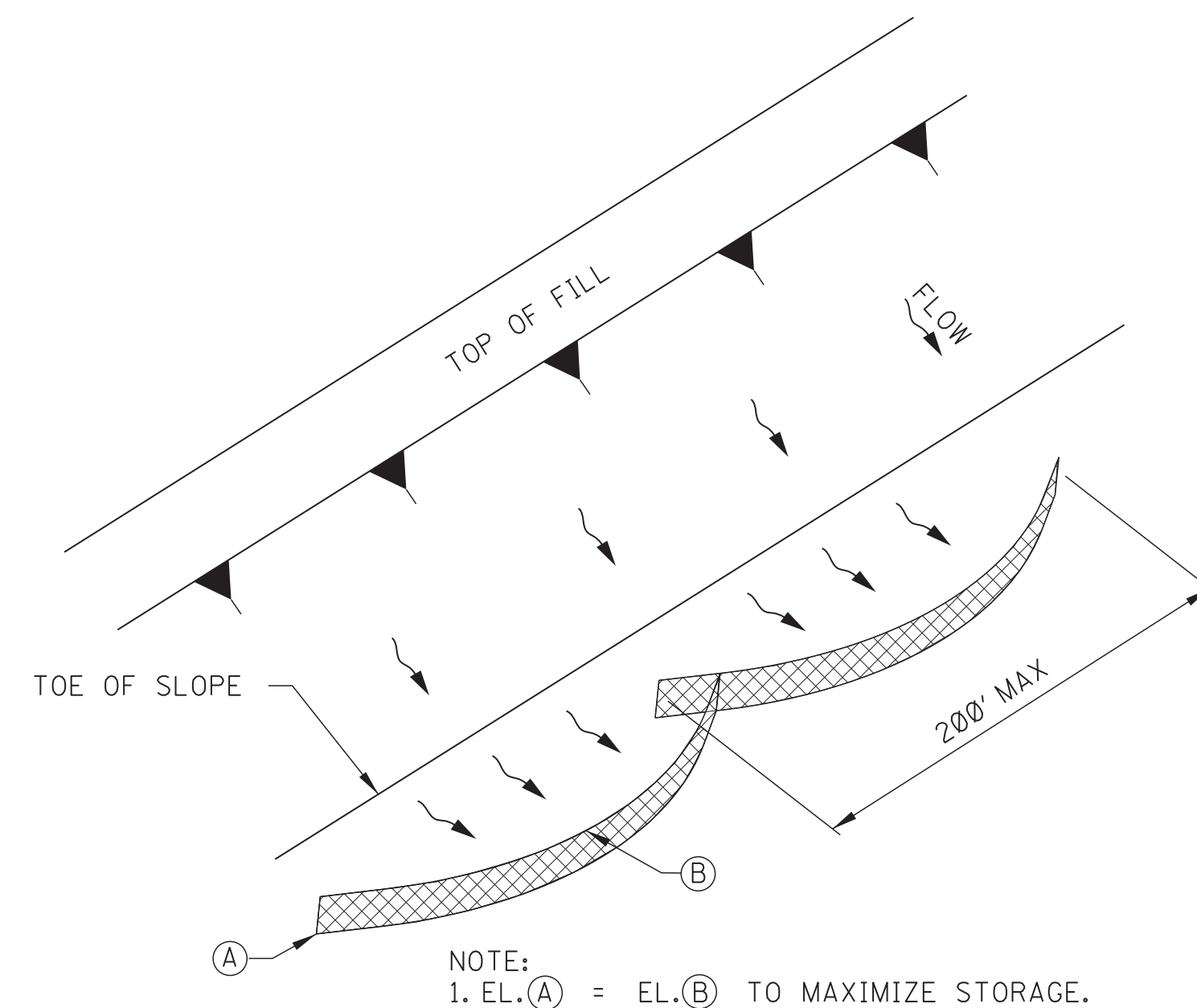
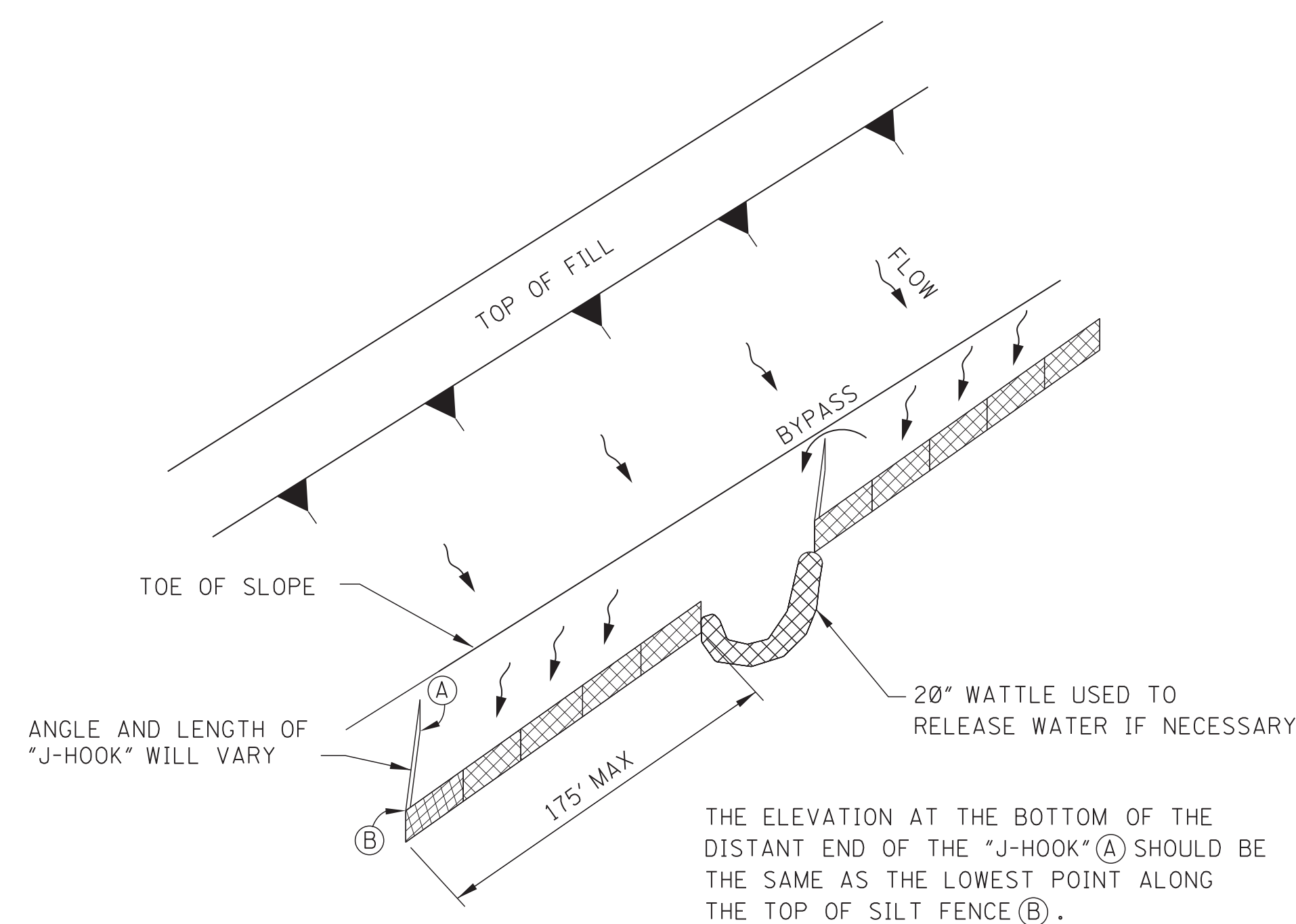
PAY QUANTITIES	
LEGEND/SYMBOL	AREA (ft ²)
ONLY	22.0
TURN ARROW	16.4
THRU ARROW	12.3
COMB. ARROW	27.5
1-WAY ARROW	24.3
LANE REDUCTION ARROW	40.0

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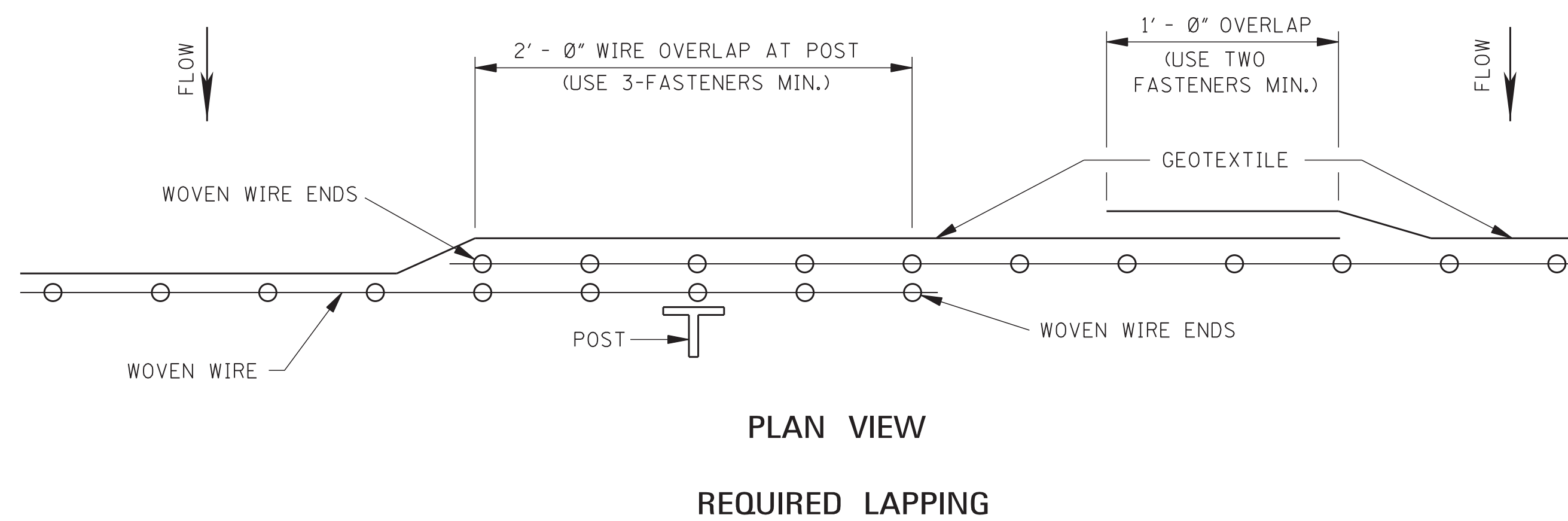
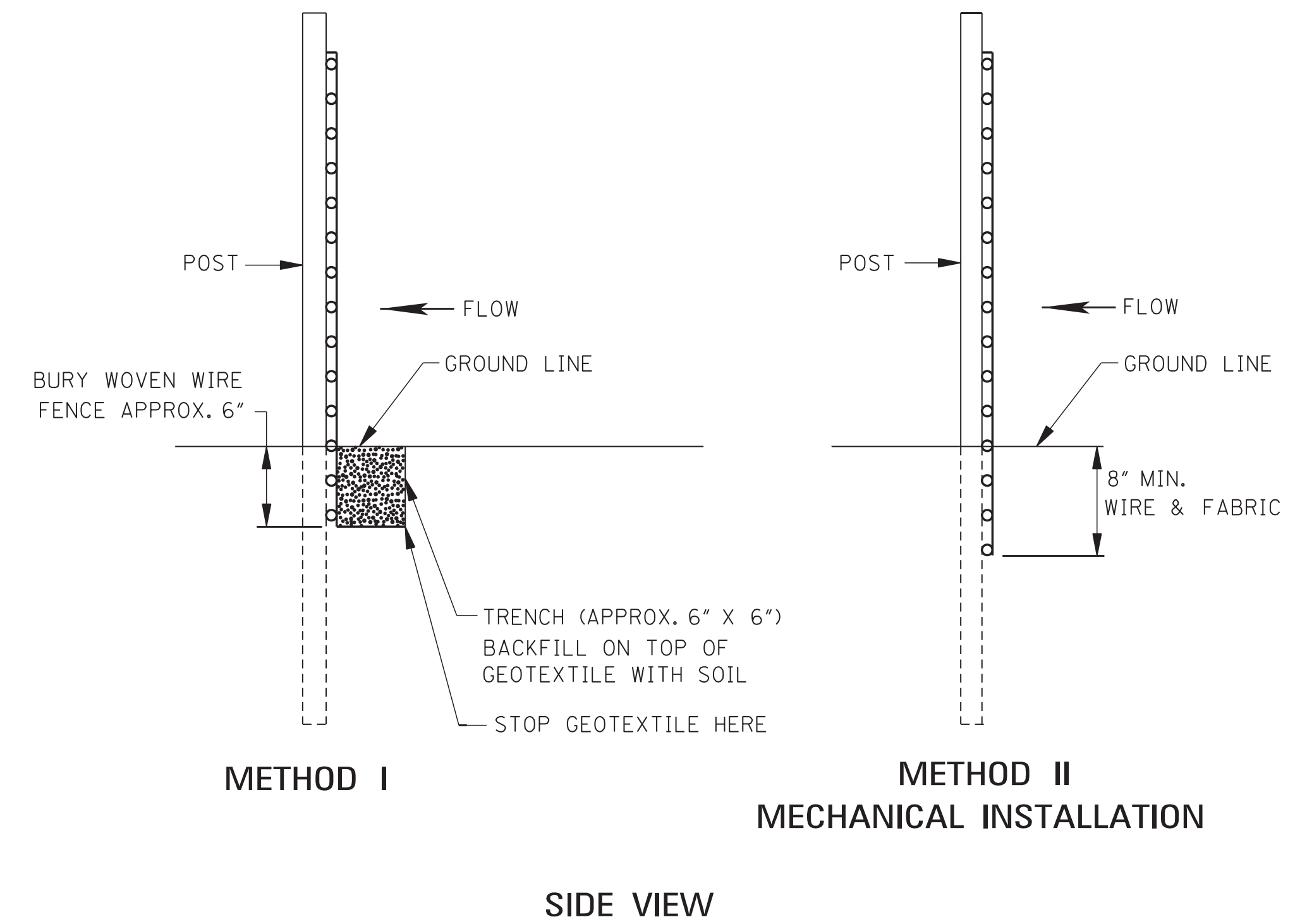
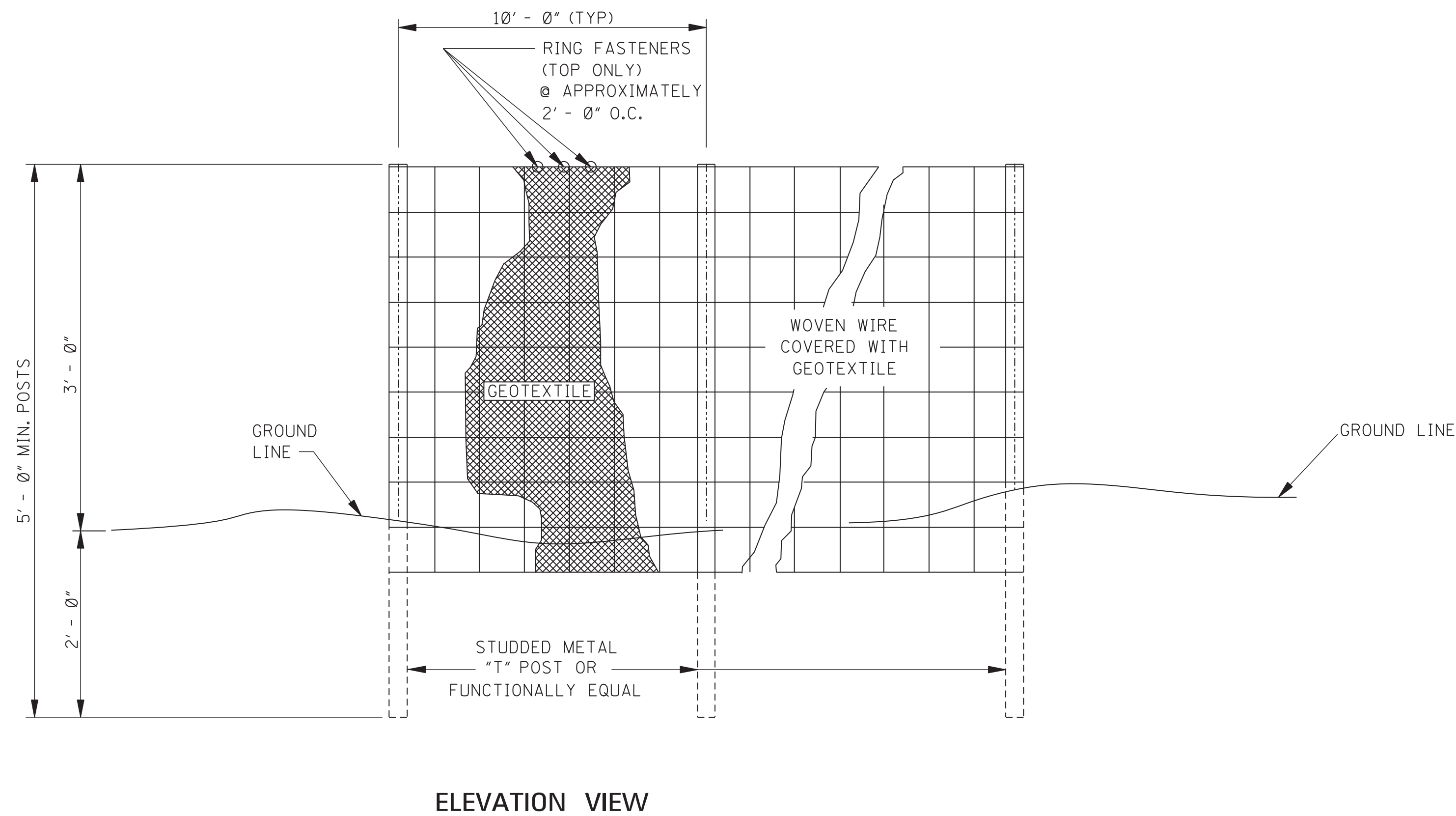


TEMPORARY BRUSH BARRIER

- NOTES:
1. BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
 2. PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TO TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED OR PERMITTED BY THE ENGINEER.
 3. TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH, LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.
 4. THE BRUSH BARRIER MAY BE CHOKED WITH FILTER FABRIC. THE COST OF FABRIC TO BE INCLUDED IN OTHER ITEMS BID.
 5. TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPARATE PAYMENT.



			BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
				ROADWAY DESIGN DIVISION	
			REVISION	STANDARD PLAN	
				<i>DETAILS OF SEDIMENT BARRIER APPLICATIONS</i>	
			DATE	 MISSISSIPPI DEPARTMENT OF TRANSPORTATION WORKING NUMBER ECD-2 SHEET NUMBER 6102	
				ISSUE DATE: AUGUST 01, 2017	



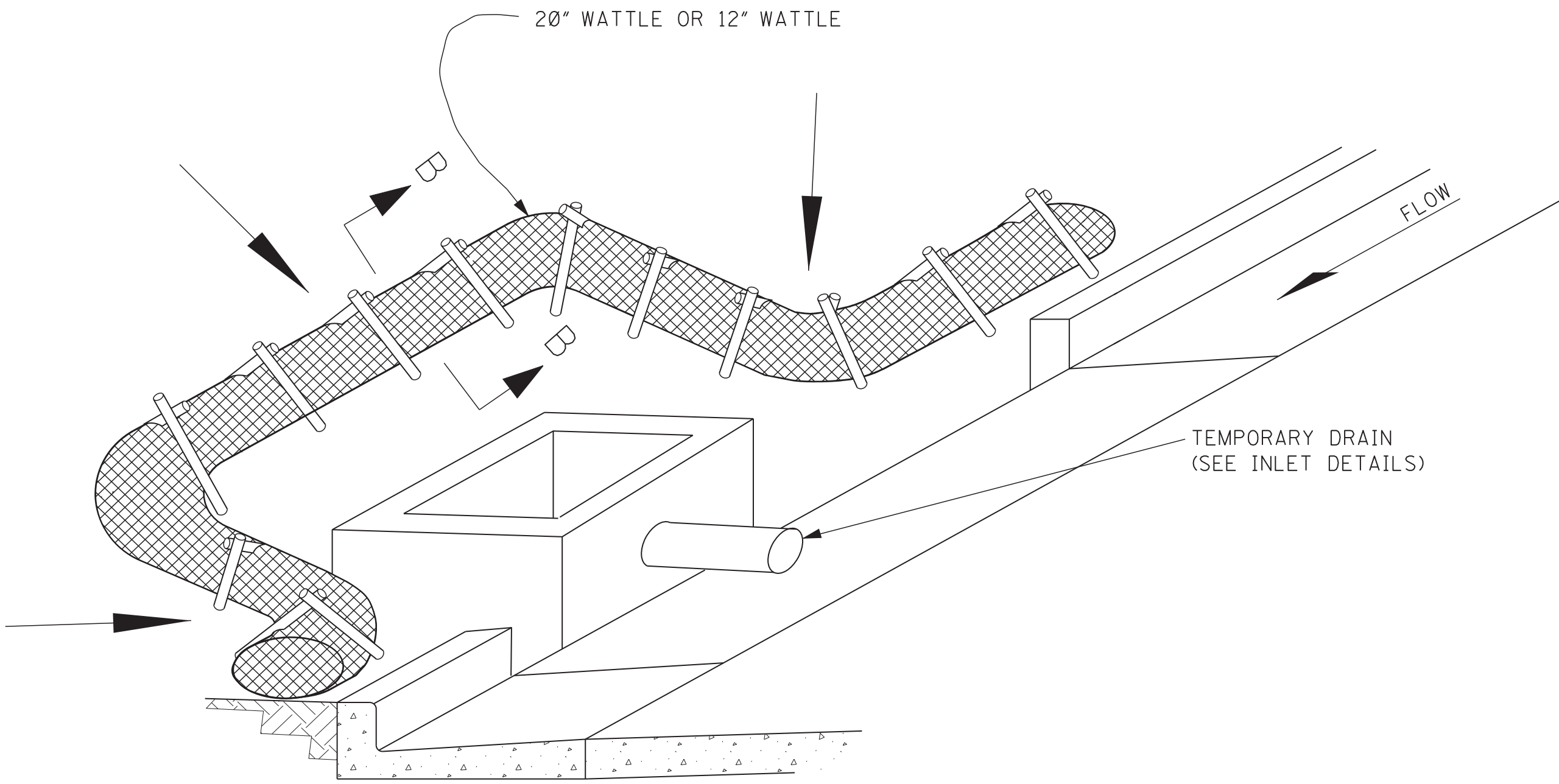
GENERAL NOTES:

1. SILT FENCES SHOULD BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHOULD BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STEAMS AND CHANNELS.
3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
4. WHENEVER POSSIBLE SILT FENCE SHOULD BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AN FACILITATES SEDIMENTATION.
5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF DETAIL.
7. WIRE SHALL BE A MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE.

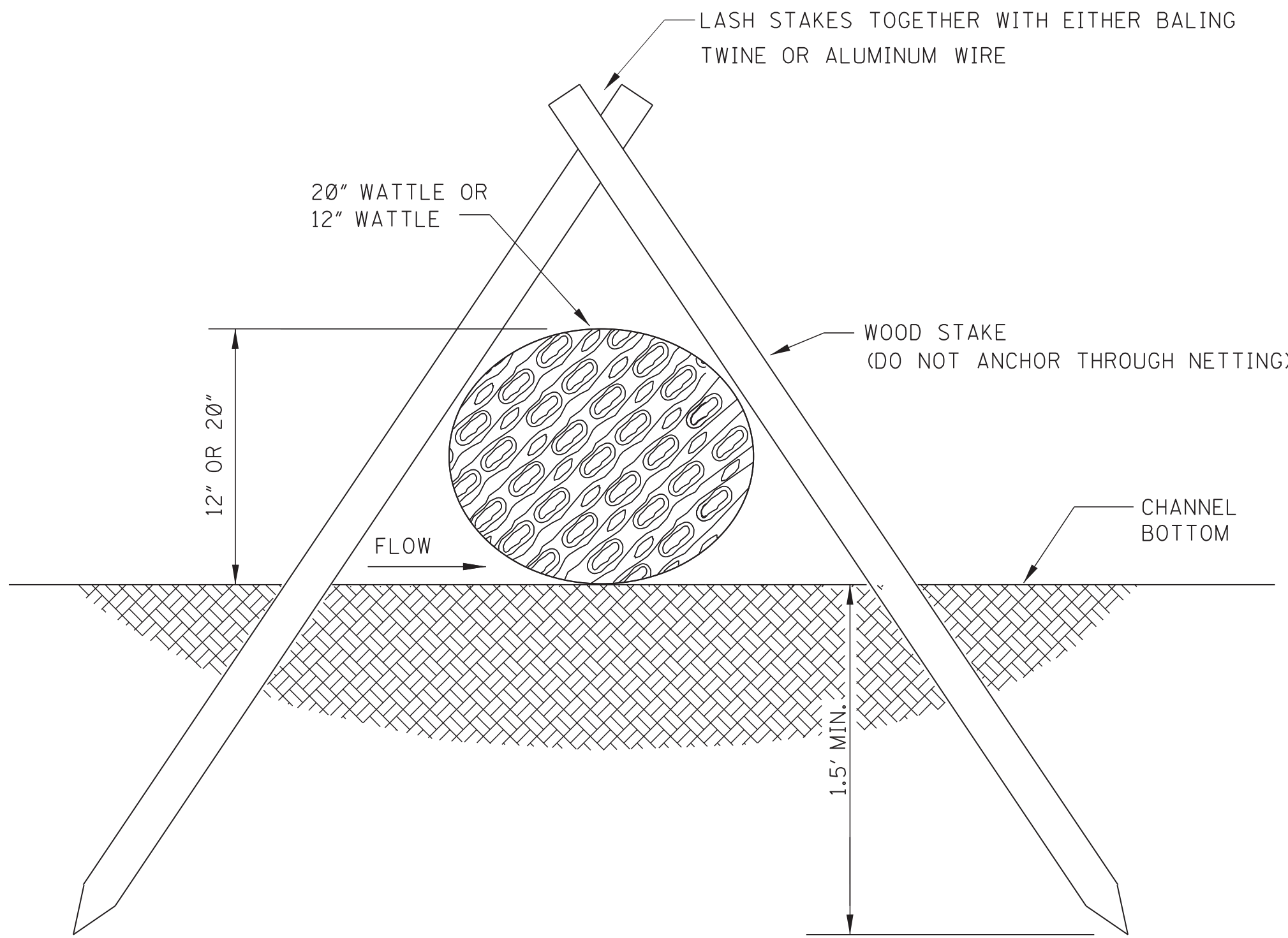
				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	DETAILS OF SILT FENCE INSTALLATION
			DATE	ISSUE DATE:	AUGUST 01, 2017

MDOT MISSISSIPPI DEPARTMENT OF TRANSPORTATION
WORKING NUMBER ECD-3
SHEET NUMBER 6103

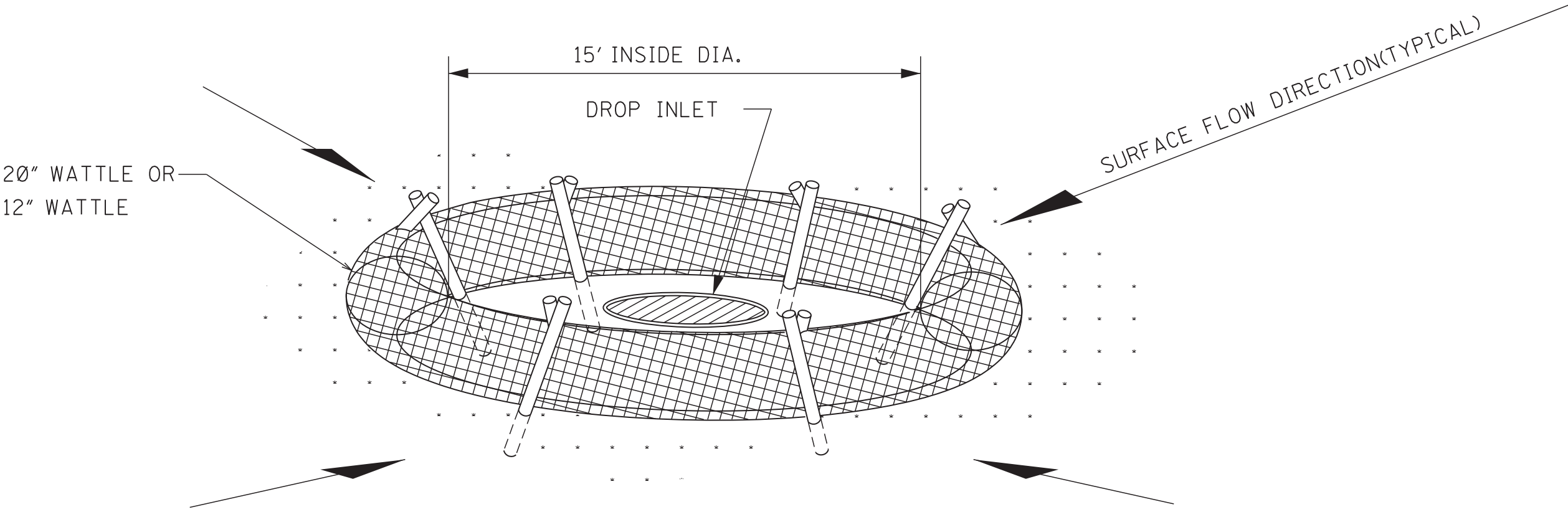
NOTE: SILT FENCE OR SANDBAGS MAY ALSO BE USED FOR THIS APPLICATION.
HAY BALES NOT ACCEPTABLE DURING THIS STAGE.



CURB INLET PROTECTION (STAGE 2)
SINGLE OR DOUBLE WING INLET



SECTION B-B

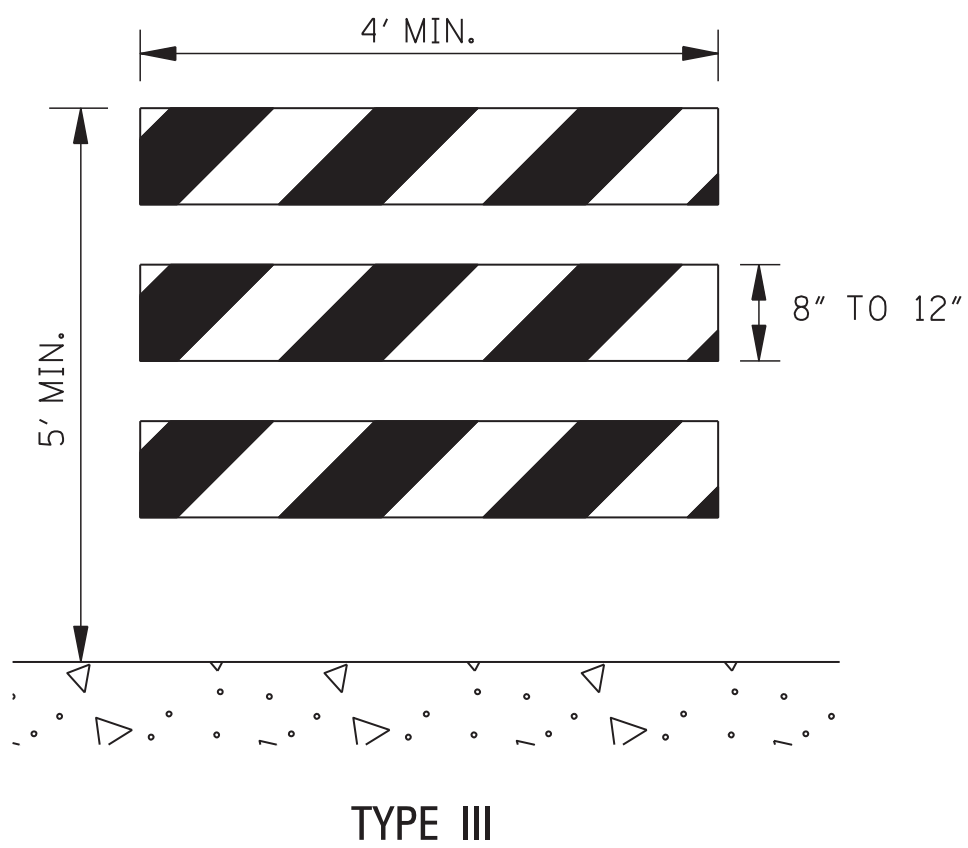
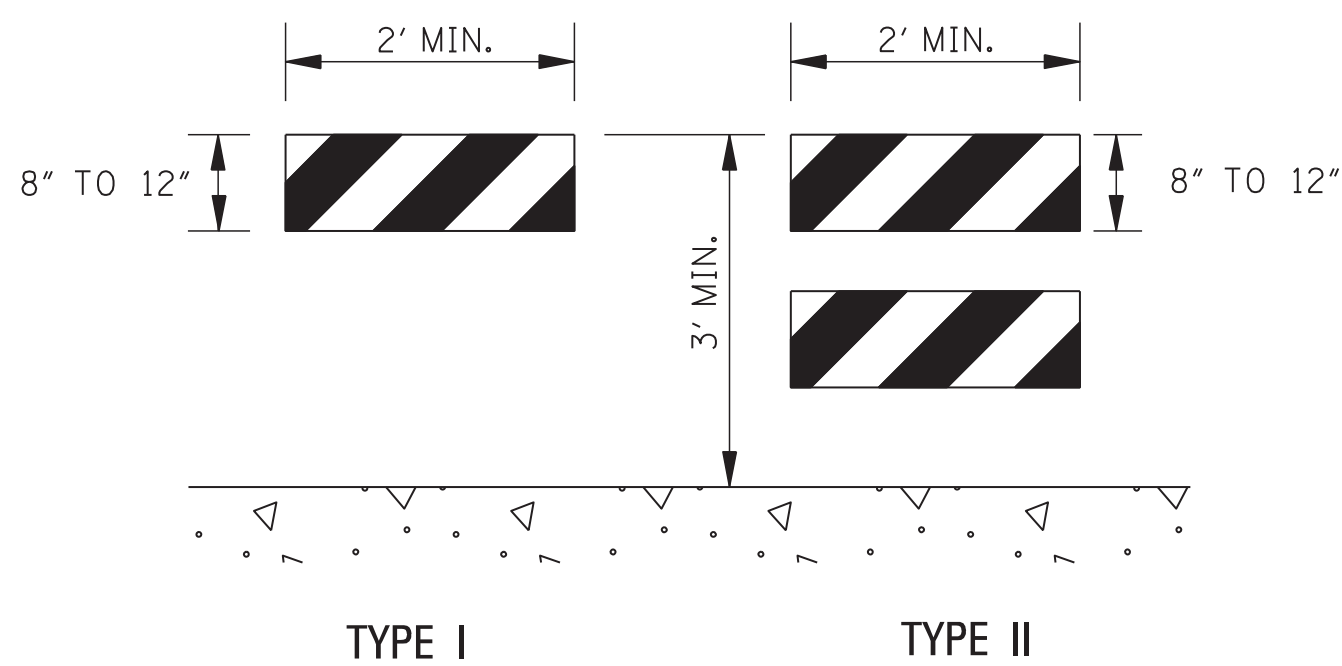


DROP INLET PROTECTION

- NOTES:
1. ANCHORING STAKES SHALL BE SIZED, SPACED, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE WATTLE. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET.
 2. OVERLAP ENDS OF WATTLES PER MANUFACTURER'S RECOMMENDATIONS (1' MIN., 3' MAX.)
 3. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
 4. IN THE EVENT WATTLES CANNOT BE SECURED IN PLACE USING WOOD STAKES, SANDBAGS MAY BE USED IN LIEU OF WOOD STAKES IN ORDER TO SECURE WATTLES IN PLACE. COST OF SANDBAGS USED IN THIS APPLICATION SHALL BE INCLUDED IN OTHER ITEMS BID.

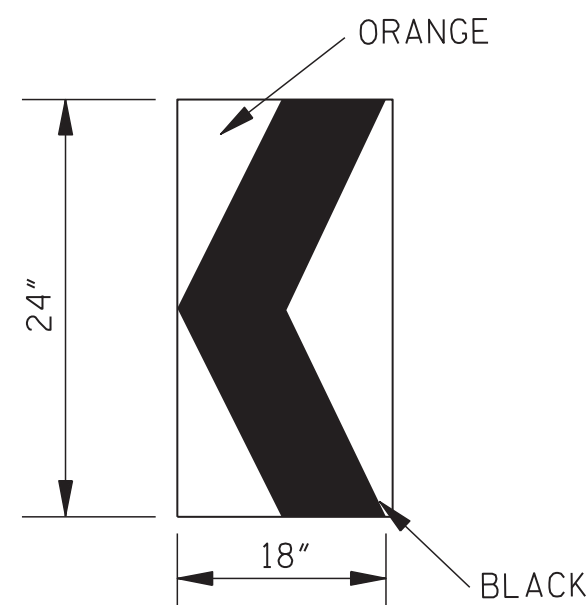
				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	
				DATE	ISSUE DATE: _____ AUGUST 01, 2017 _____
					 MISSISSIPPI DEPARTMENT OF TRANSPORTATION WORKING NUMBER ECD-13 SHEET NUMBER 6113





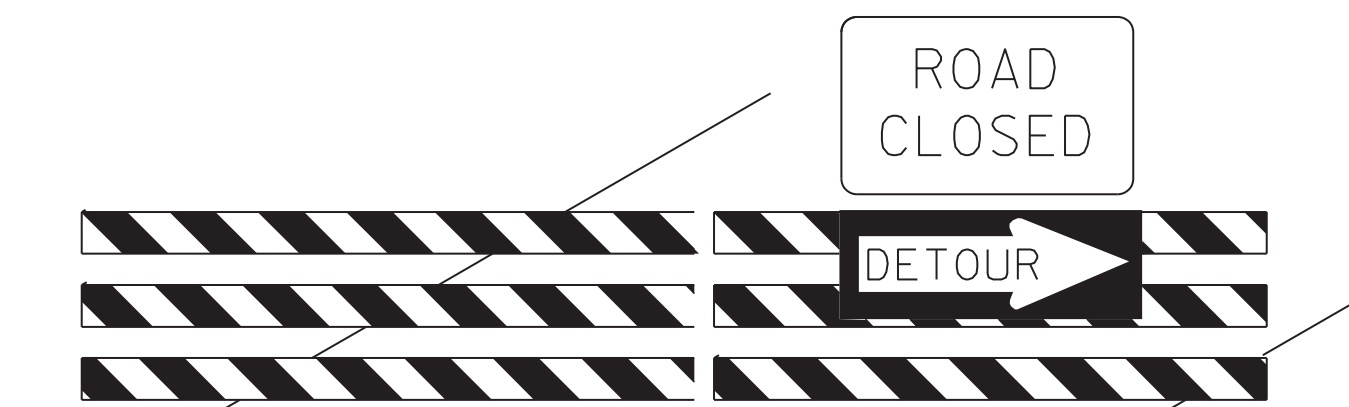
STANDARD BARRICADES

1. THE MARKING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION TRAFFIC IS TO PASS).
2. RAIL STRIPE SHOULD BE 6 INCHES, EXCEPT THAT 4-INCH WIDE STRIPES MAY BE USED IF RAIL LENGTHS ARE LESS THAN 36 INCHES.
3. DO NOT PLACE SANDBAGS OR OTHER DEVICES TO PROVIDE MASS ON THE BOTTOM RAIL THAT WILL BLOCK VIEW OR RAIL FACE.
4. FOR ADDITIONAL INFORMATION OR DETAILS, SEE MUTCD, LATEST EDITION.
5. BARRICADES ARE CLASSIFIED BY FHWA AS CATEGORY II WORK ZONE DEVICES WHICH REQUIRE CRASHWORTHINESS ACCEPTANCE LETTERS. TO DATE, 2-IN. THICK TIMBER RAILS HAVE NOT BEEN SUCCESSFULLY CRASH TESTED. A LIST OF CRASHWORTHY BARRICADES AND OTHER CATAGORY II DEVICES CAN BE FOUND ON FHWA'S WEBSITE:
http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/cat2.cfm



CHEVRON SIGN DETAIL

1. A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE MARKING ON AN ORANGE BACKGROUND AND SHALL POINT IN THE DIRECTION OF TRAFFIC FLOW.
2. THE CHEVRON SIGN SHALL BE MOUNTED ON CRASHWORTHY SUPPORT.
3. CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OR MORE LANES ARE CLOSED FOR CONSTRUCTION OR MAINTENANCE. THEY SHOULD BE PLACED APPROXIMATELY 2'-0" BEHIND THE LANE TRANSITION STRIPE.

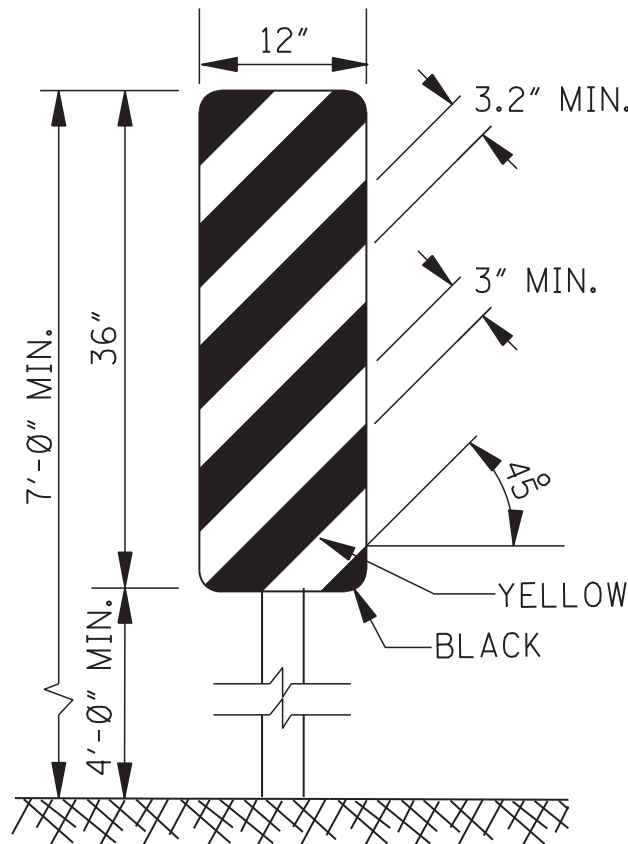


BARRICADE CLOSING A ROAD

BARRICADE CHARACTERISTICS

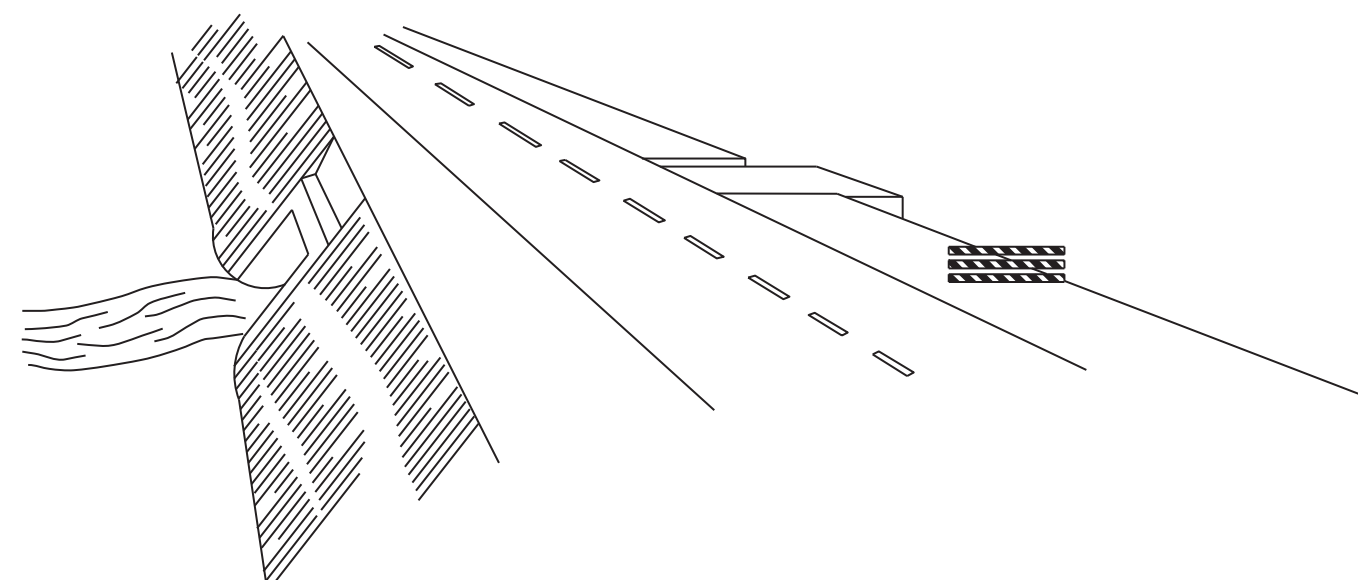
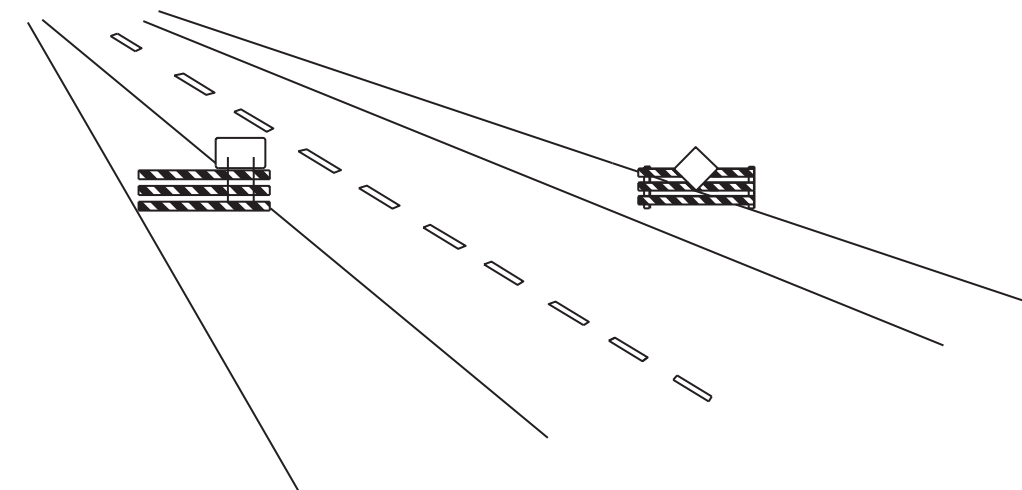
	I	II	III
WIDTH OF RAIL * *	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.
LENGTH OF RAIL **	24" MIN.	24" MIN.	48" MIN.
WIDTH OF STRIPE *	6"	6"	6"
HEIGHT	36" MIN.	36" MIN.	60" MIN.
NUMBER OF RETROREFLECTORIZED RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 IF FACING TRAFFIC IN ONE DIRECTION 6 IF FACING TRAFFIC IN TWO DIRECTIONS

- * 1. FOR RAILS LESS THAN 36" LONG, 4" WIDE STRIPES MAY BE USED.
- ** 2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS, SHALL HAVE A MINIMUM OF 270 in² OF REFLECTIVE AREA FACING TRAFFIC.



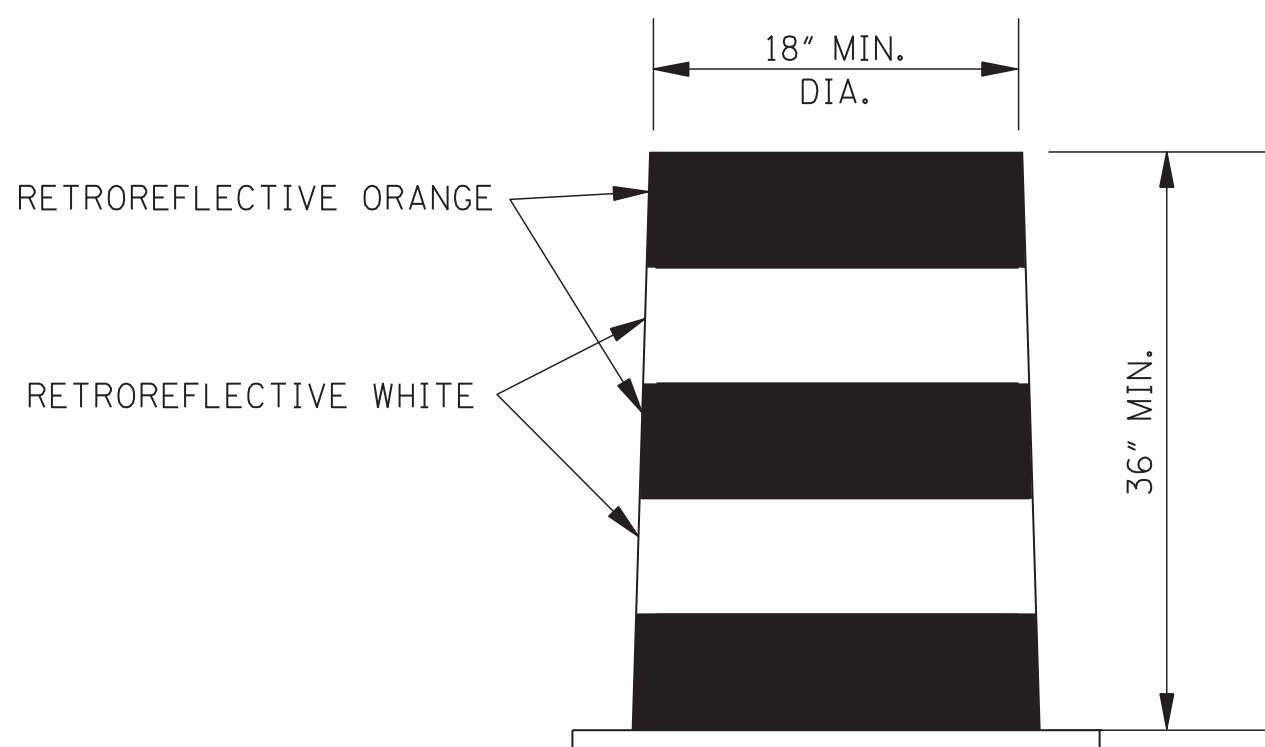
TYPE 3 OBJECT MARKER (OM-3R)

1. TYPE 3 OBJECT MARKERS SHALL BE USED AT ALL EXPOSED BRIDGE ABUTMENTS AND AT OTHER LOCATIONS AS DEEMED NECESSARY BY THE ENGINEER.
2. THE OM-3R IS SHOWN. THE OM-3L IS SIMILAR EXCEPT THE STRIPES SLOPE DOWNWARD FROM THE UPPER LEFT SIDE TO THE LOWER RIGHT SIDE AND SHALL BE PLACED ON THE LEFT SIDE OF THE OBJECT.
3. THE INSIDE EDGE OF THE MARKER SHALL BE IN LINE WITH THE INNER EDGE OF THE OBSTRUCTION.



WING BARRICADES

1. WING BARRICADES ARE TYPE III BARRICADES ERECTED ON THE SHOULDER ON ONE OR BOTH SIDES OF THE PAVEMENT TO GIVE THE SENSATION OF A NARROWING OR RESTRICTED ROADWAY. WING BARRICADES MAY BE USED AS A MOUNTING FOR THE ADVANCE WARNING SIGNS OR FLASHERS.
2. WING BARRICADES SHOULD BE USED:
A. IN ADVANCE OF A CONSTRUCTION PROJECT EVEN WHEN NO PART OF THE ROADWAY IS ACTUALLY CLOSED.
B. IN ADVANCE OF ALL BRIDGE OR CULVERT WIDENING OPERATIONS.



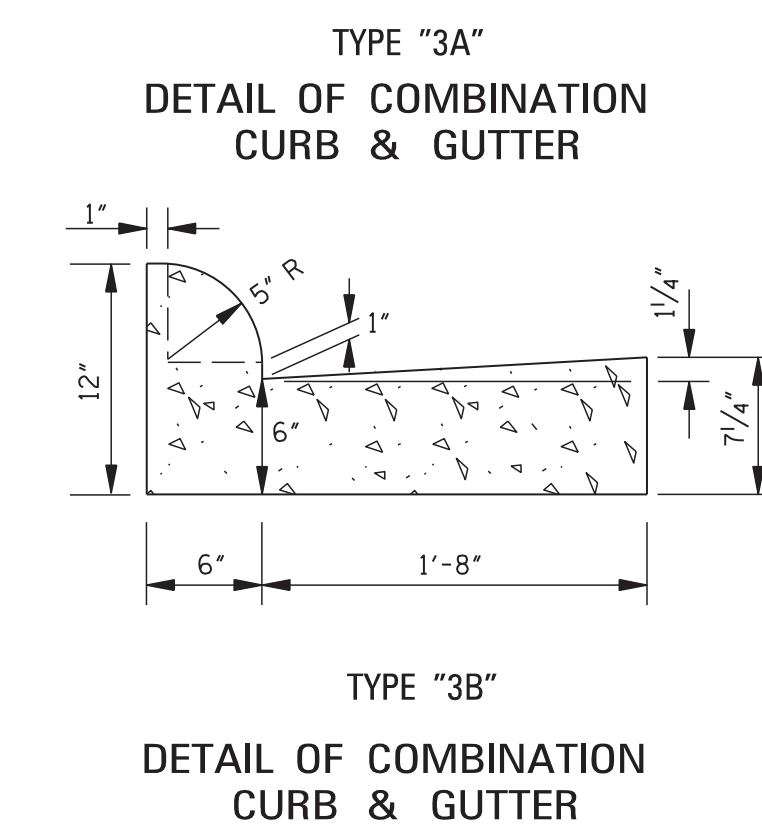
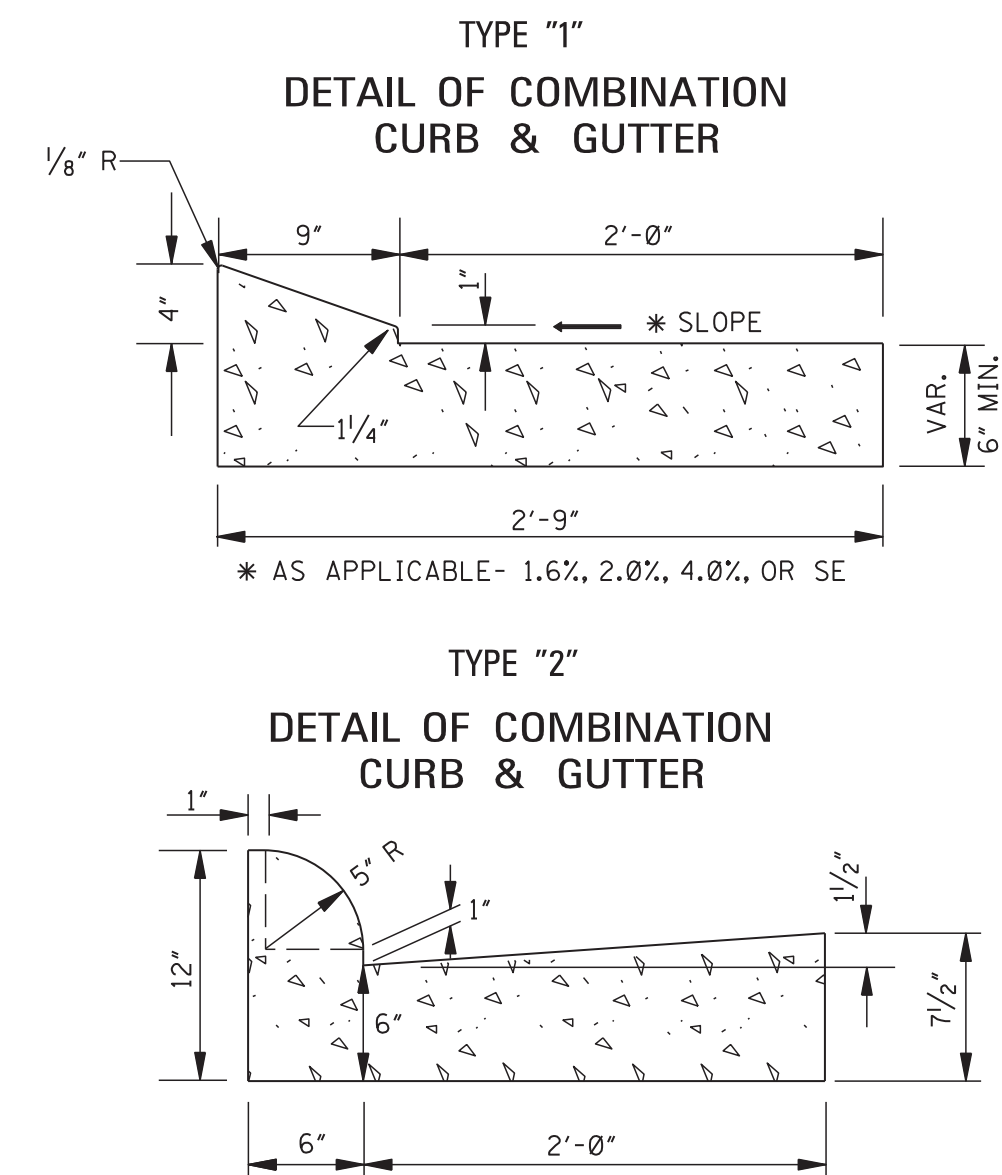
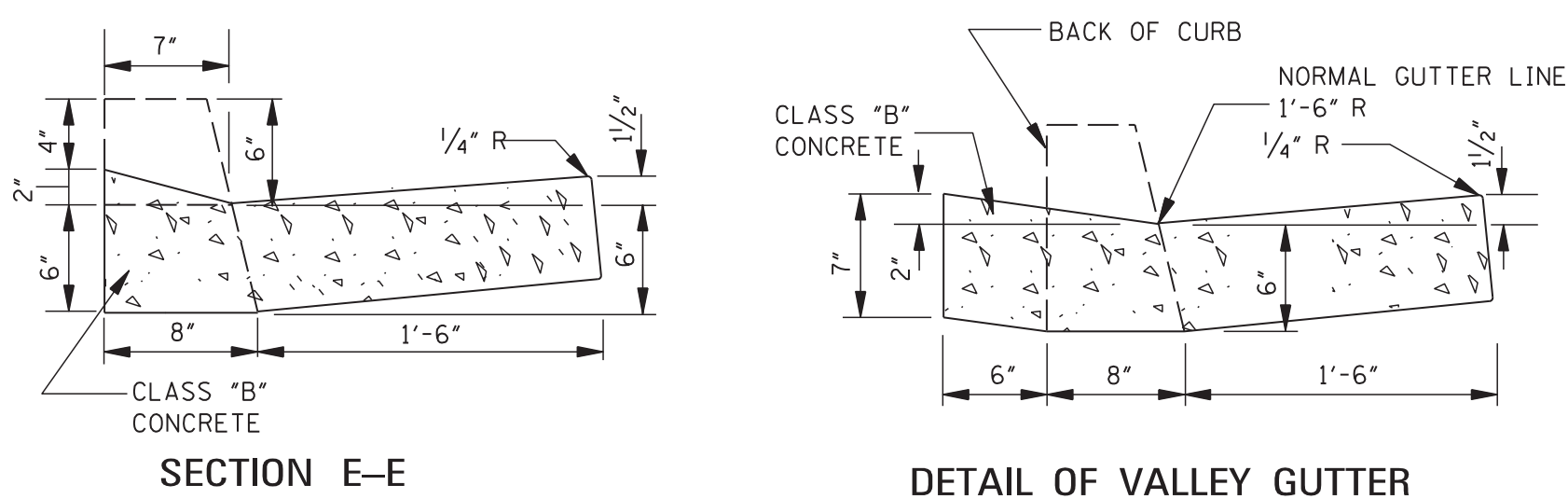
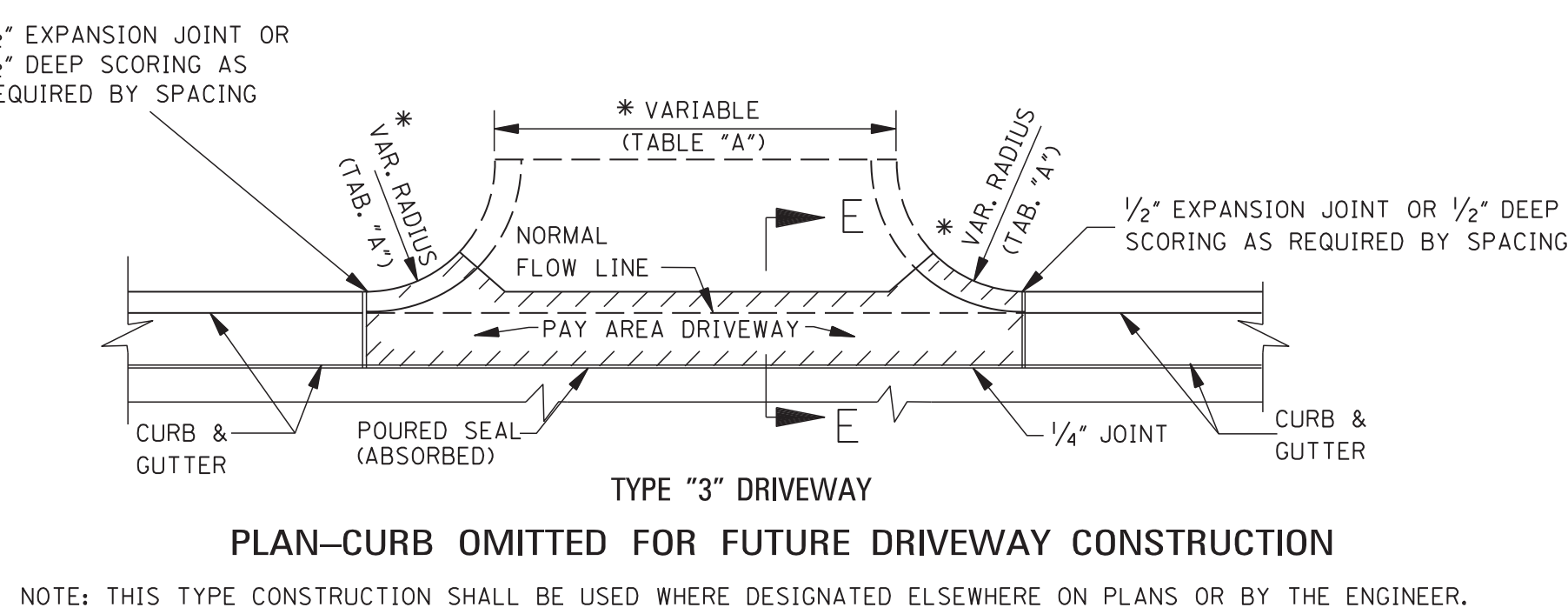
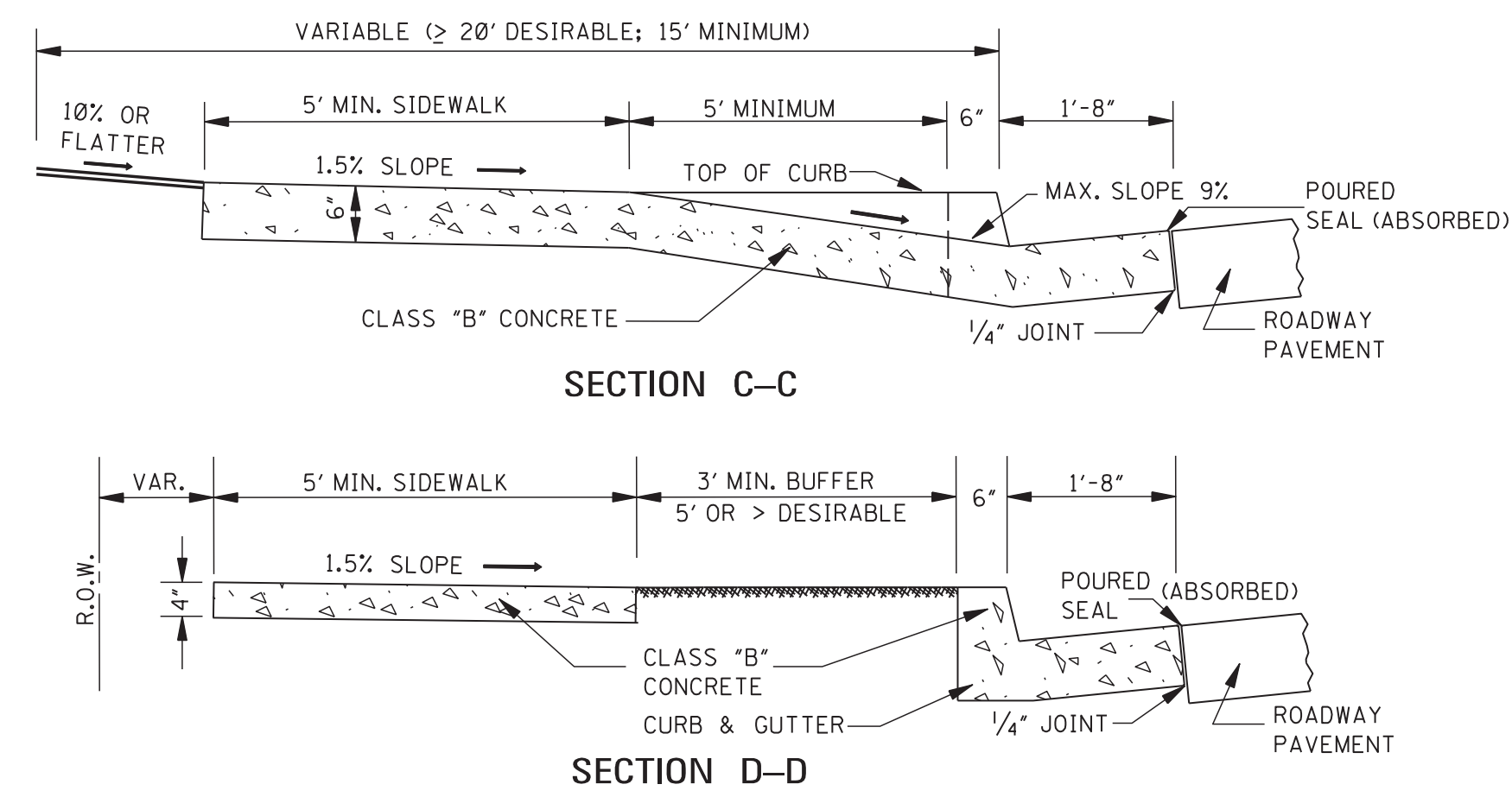
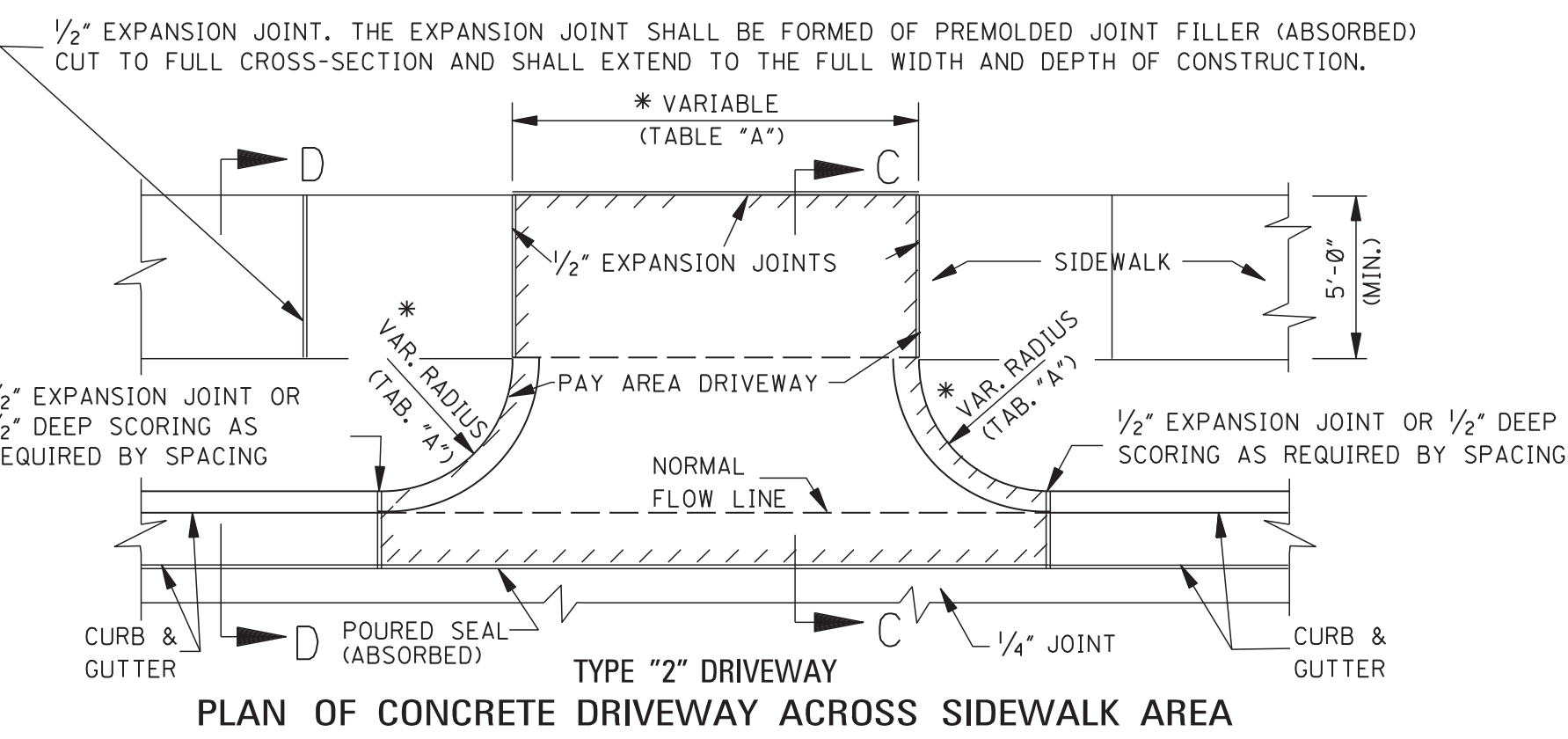
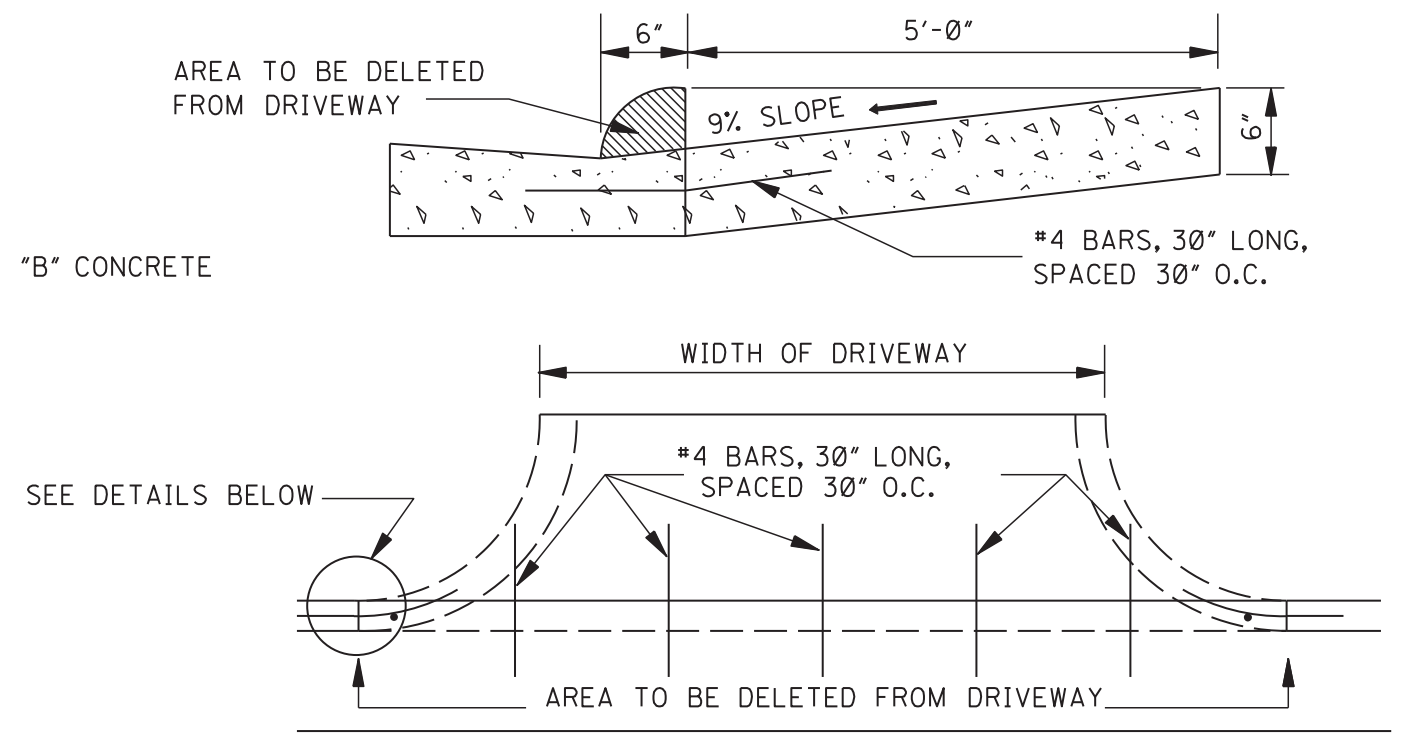
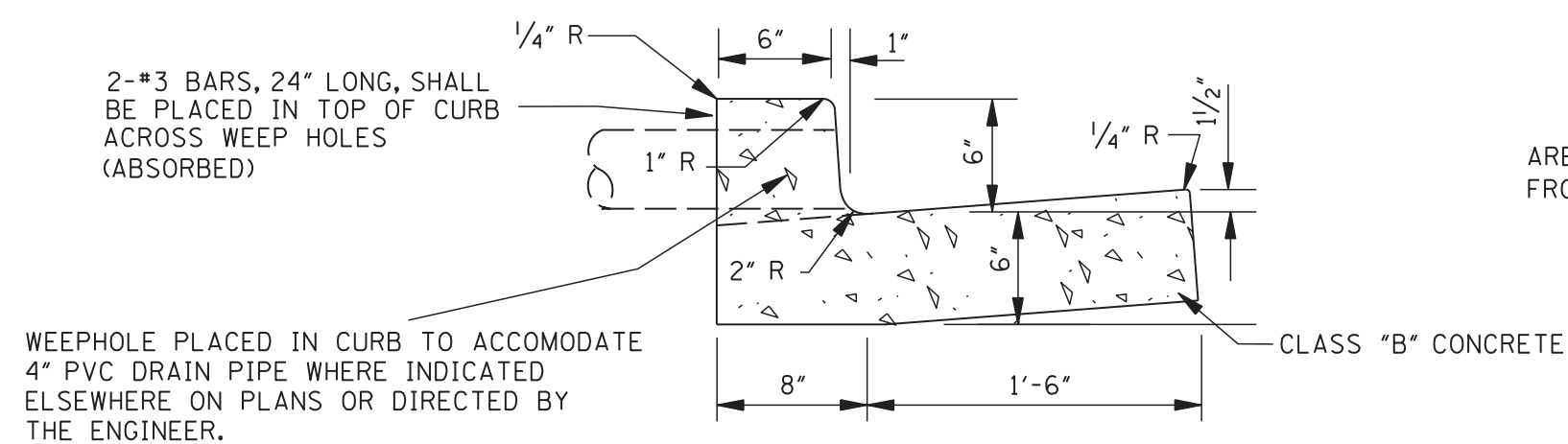
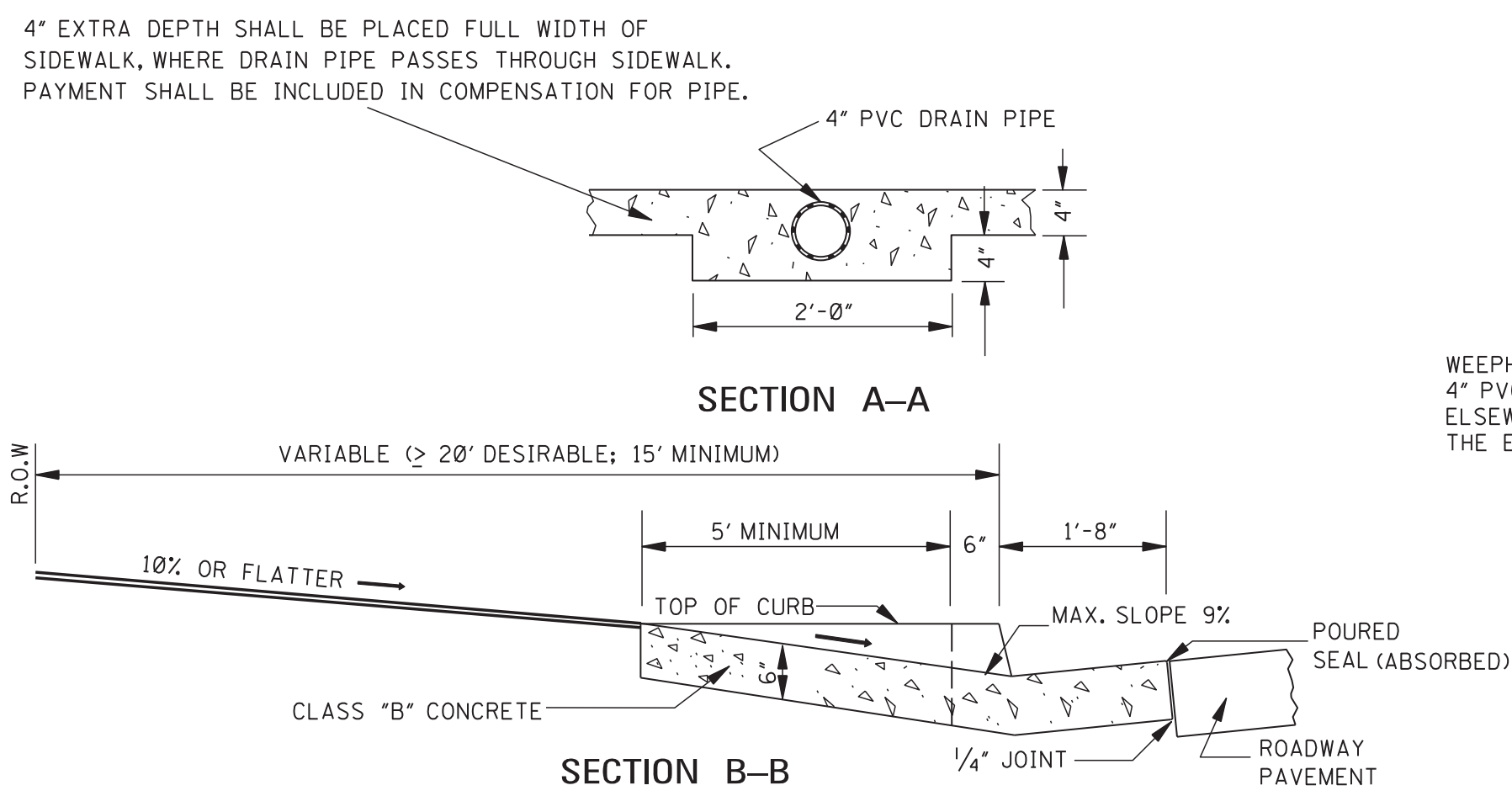
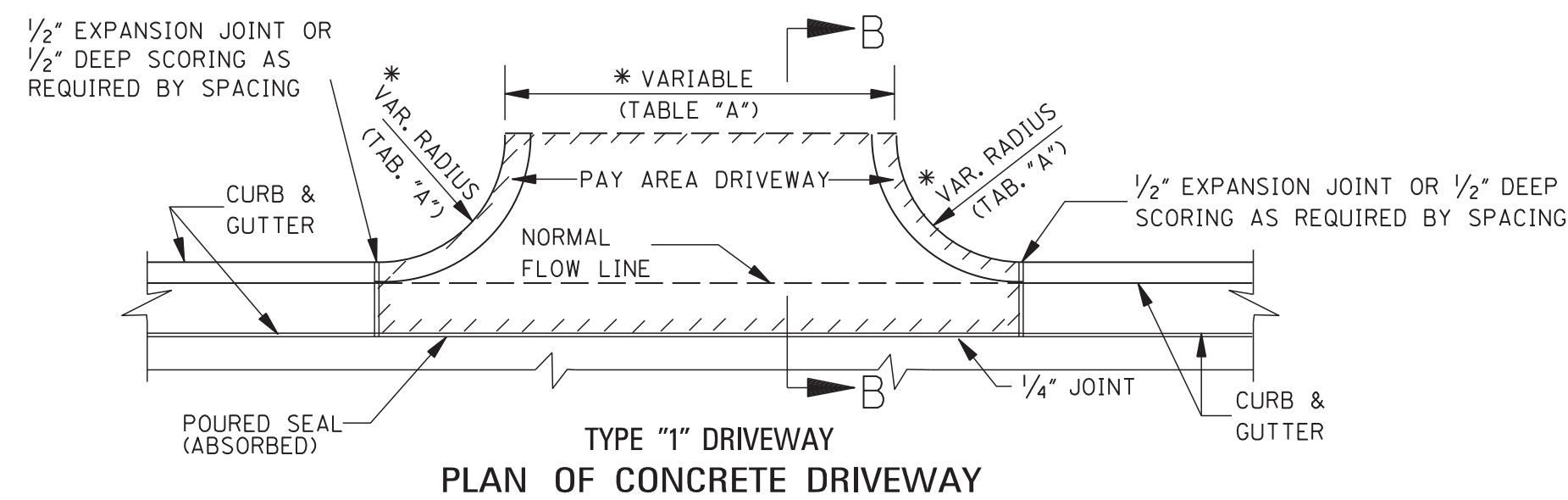
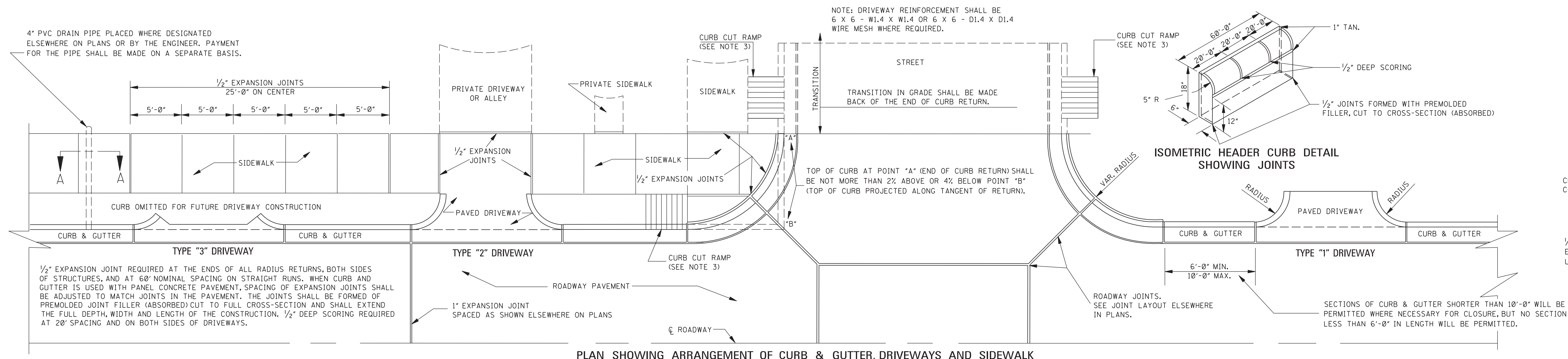
PLASTIC DRUM STRIPING DETAIL

1. PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF DRUMS SHALL BE CONSISTENT WITH MARKING STANDARDS FOR BARRICADE. THE PREDOMINANT COLOR ON DRUMS SHALL BE ORANGE WITH FOUR (4) RETROREFLECTIVE, HORIZONTAL, CIRCUMFERENTIAL STRIPES (2 ORANGE & 2 WHITE) 6" WIDE.
2. DRUMS SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.
3. WHERE PRACTICAL PLASTIC DRUMS SHOULD BE PLACED NO CLOSER THAN 3'-0" FROM THE EDGE OF TRAVELED LANE.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	
				DATE	
				ISSUE DATE:	AUGUST 01, 2017

**HIGHWAY SIGN AND
BARRICADE DETAILS
FOR CONSTRUCTION
PROJECTS**

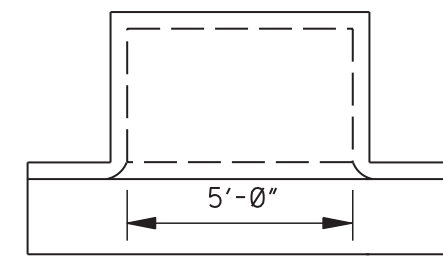
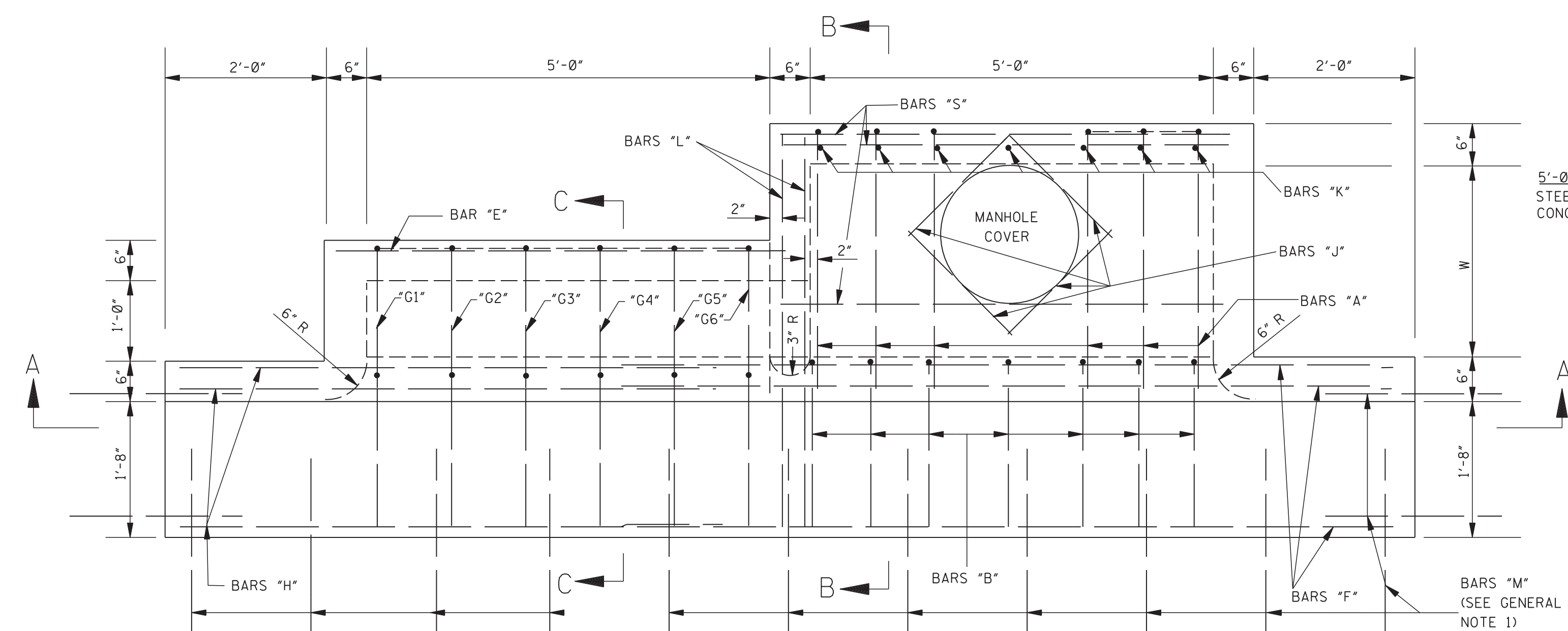

WORKING NUMBER
TCP-8
SHEET NUMBER
6358



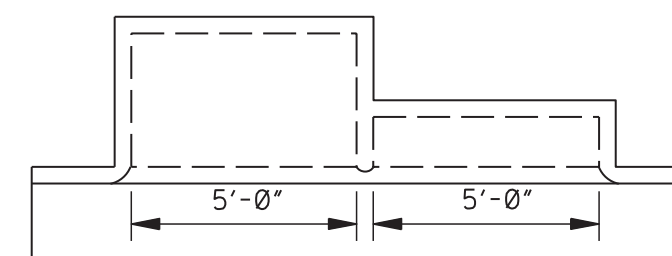
- GENERAL NOTES:
- TRAVERSE CONTRACTION JOINTS ARE REQUIRED AT 20' ON CENTER FOR ALL CONCRETE DRIVEWAYS THAT EXTEND PAST THE END OF THE CURB RETURN. A 1/2" WIDE EXPANSION JOINT IS REQUIRED AT THE END OF THE CURB RETURN AND AT 60' ON CENTER THROUGHOUT THE LENGTH OF THE DRIVEWAY. A LONGITUDINAL CONTRACTION JOINT IS REQUIRED FOR ALL DRIVEWAYS EXCEEDING 20' IN WIDTH.
 - SEE WK. NOS. CR-1, CR-2, CR-3 & CR-4 FOR DETAILS OF CURB-CUT RAMPS.
 - MAXIMUM 2% CROSS-SLOPE ON SIDEWALKS.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN			
				REVISION	DRIVEWAYS, CURB & GUTTER, & SIDEWALK			
				DATE				
				ISSUE DATE: AUGUST 01, 2017				
				WORKING NUMBER SD-1				
				SHEET NUMBER 6419				

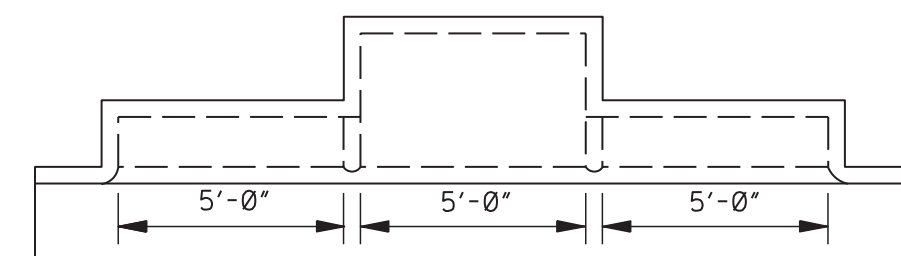
STATE	PROJECT NO.
MISS.	



5'-0" INLET
STEEL = 8.68W + 9.35Y + 3.79W' + 7.57H' + 121
CONC. = (WY + 5.5W + 6Y + 14.611)/27



10'-0" INLET
STEEL = $8.68W + 9.35Y + 3.79W' + 7.57H' + 231$
CONC. = $(WY + 5.5W + 6Y + 38.64)/27$



15'-0" INLET
STEEL = 8.68W + 9.35Y + 3.79W' + 7.57H' + 341
CONC = (WY + 5.5W + 6Y + 62.671)/27

NOTES:

1. W AND H ARE EXPRESSED IN DECIMAL FEET.
2. W' = W ROUNDED TO NEAREST WHOLE FOOT.
3. Y = (H-0.5).
4. H' = (H - 2.08) ROUNDED TO NEAREST WHOLE FOOT.
5. NO DEDUCTIONS ARE MADE FOR PIPE OPENINGS IN FORMULAS.

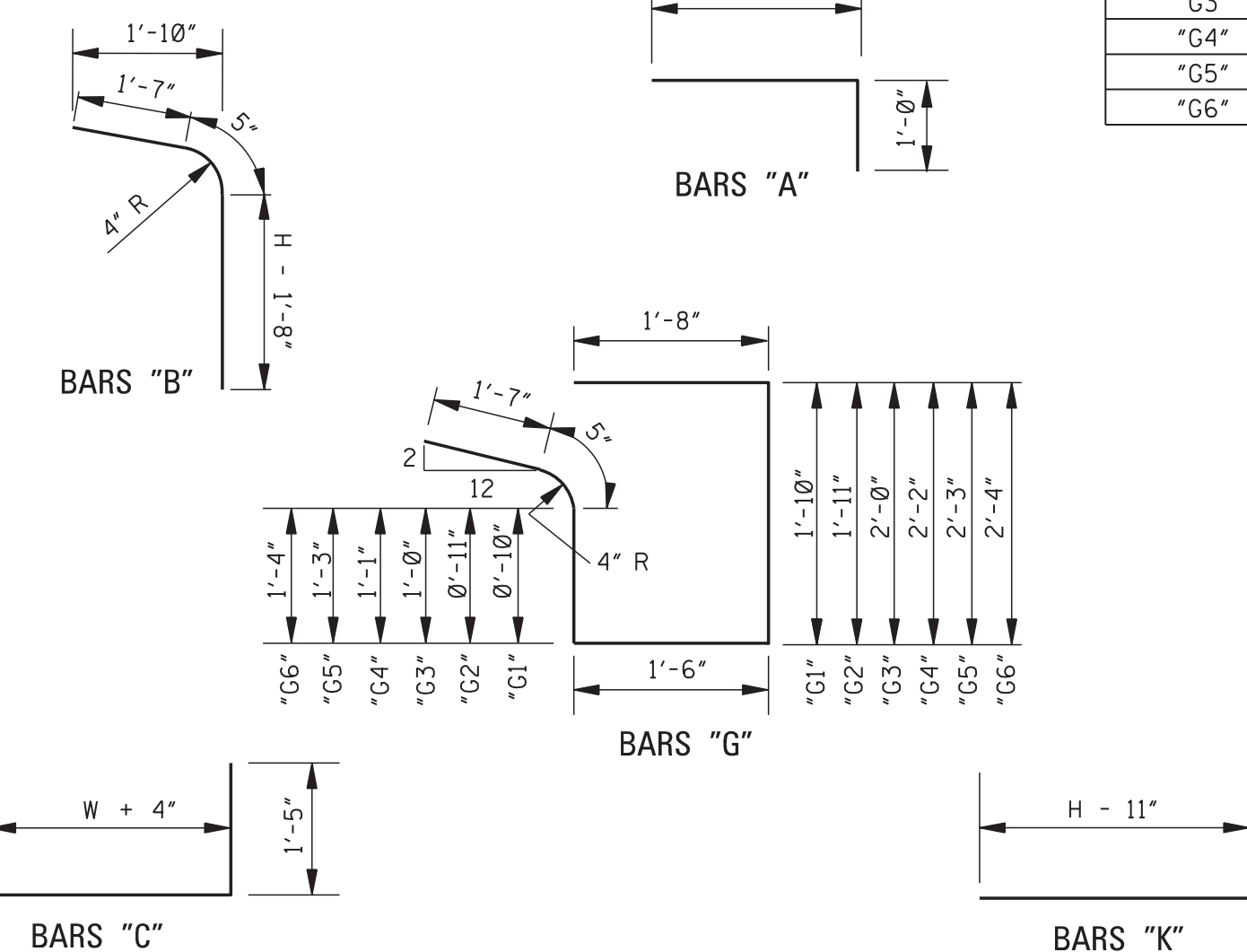
PLAN OF INLET AND EXTENSIONS

ADD. CONCRETE PER FOOT OF H		ADD. CONCRETE PER FOOT OF W	
W	yd ³ /ft	H	yd ³ /ft
2'-6"	0.315	3'-6"	0.315
3'-0"	0.333	4'-0"	0.333
3'-6"	0.352	4'-6"	0.352
4'-0"	0.371	5'-0"	0.370
4'-6"	0.389	5'-6"	0.389
5'-0"	0.408	6'-0"	0.408
5'-6"	0.426	6'-6"	0.426
6'-0"	0.445	7'-0"	0.445
6'-6"	0.463	7'-6"	0.463
7'-0"	0.481	8'-0"	0.482
		8'-6"	0.500

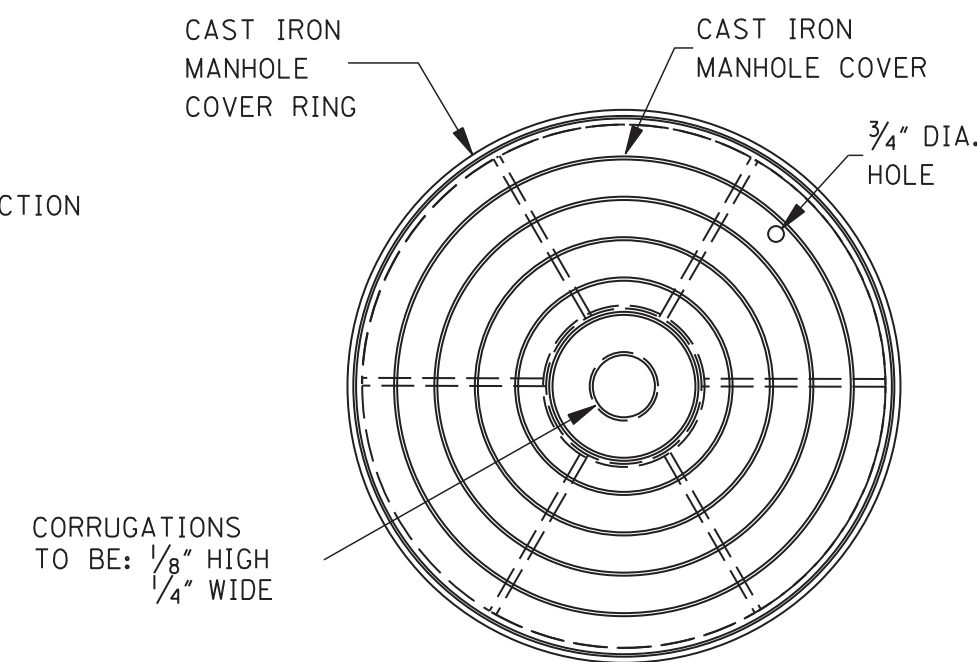
QUANTITIES FOR ONE EXTENSION					
BAR	SIZE	LENGTH	SPACING	NUMBER	WEIGHT
"E"	#4	5'-8"	AS SHOWN	3	11
"G"	#4	SEE SCHEDULE	0'-11"	6	34
"H"	#6	6'-9"	AS SHOWN	5	51
"L"	#6	4'-9"	AS SHOWN	2	14
TOTAL STEEL FOR ONE EXTENSION = 110 lbs					
TOTAL CONCRETE FOR ONE EXTENSION = 0.89 yd ³					

†NOTE: WHERE EXTENSION IS USED WITH CONCRETE PAVEMENT,
ADD 27 lbs OF STEEL FOR BARS "M".

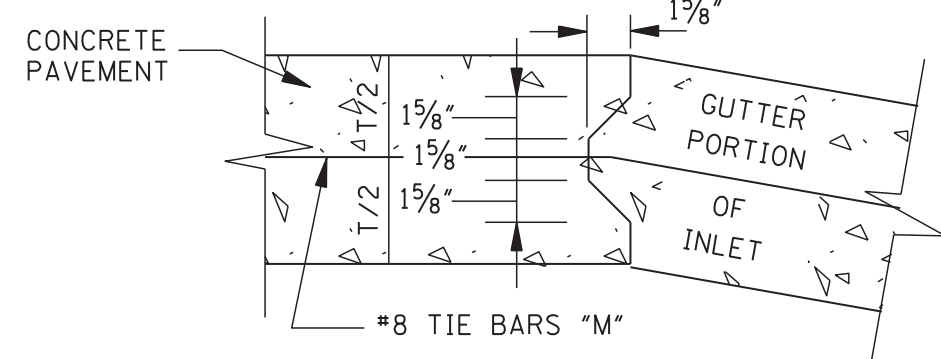
BAR "G"	LENGTH
"G1"	7'-10"
"G2"	8'-0"
"G3"	8'-2"
"G4"	8'-5"
"G5"	8'-8"
"G6"	8'-10"



BAR DETAILS

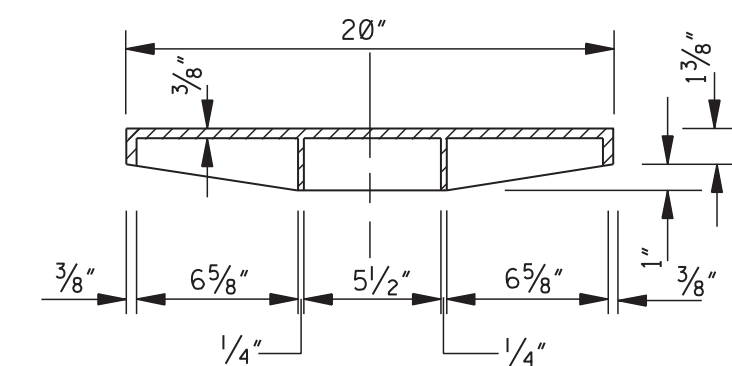


PLAN

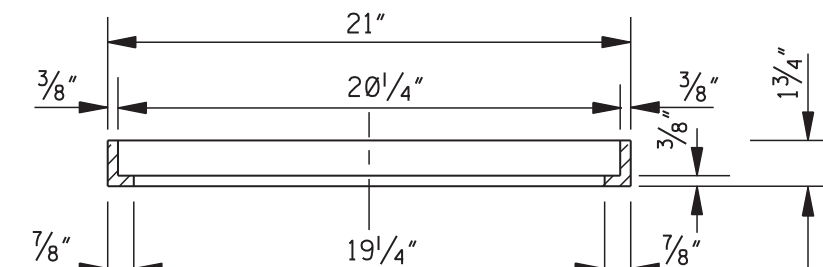


DETAIL OF KEYED CONSTRUCTION JOINTS

NOTE: FIELD BEND BARS "L"
TO CENTER OF GUTTER SECTION



SECTION THRU
MANHOLE COVER



SECTION THRU
MANHOLE COVER RING

NOTE: WEIGHT OF RING & COVER = 79 lbs

W=2'-6"			BILL OF REINFORCING STEEL FOR 1-5'-0" INLET																	
H		BAR "A" L = 4'-2" #4 @ 9"		BAR "C" L = 5'-8" #4 @ 9"		BAR "S" L = 5'-8" #4 @ 12"		BAR "D" L = 5'-8" #4 @ 12"		BAR "F" L=9'-8" #6		BAR "J" L=2'-3" #4		BAR "B" #4 @ 9"		BAR "K" #4 @ 9"		* TOTAL STEEL	TOTAL CONC.	
		NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	LGTH.	NO.	lbs	LGTH.	NO.	lbs	yd ³
3'-6"	6	17	7	27	5	19	5	19	5	73	4	6	3'-10"	7	18	2'-7"	7	12	190	1.99
4'-0"	6	17	7	27	5	19	7	26	5	73	4	6	4'-10"	7	20	3'-1"	7	14	202	2.15
4'-6"	6	17	7	27	5	19	7	26	5	73	4	6	4'-4"	7	23	3'-7"	7	17	207	2.31
5'-0"	6	17	7	27	5	19	9	34	5	73	4	6	5'-4"	7	25	4'-1"	7	19	219	2.47
5'-6"	6	17	7	27	5	19	9	34	5	73	4	6	5'-10"	7	27	4'-7"	7	21	224	2.62
6'-0"	6	17	7	27	5	19	11	42	5	73	4	6	6'-4"	7	30	5'-1"	7	24	238	2.78
6'-6"	6	17	7	27	5	19	11	42	5	73	4	6	6'-10"	7	32	5'-7"	7	26	240	2.94
7'-0"	6	17	7	27	5	19	13	49	5	73	4	6	7'-4"	7	34	6'-1"	7	28	253	3.10
7'-6"	6	17	7	27	5	19	13	49	5	73	4	6	7'-10"	7	37	6'-7"	7	31	257	3.25

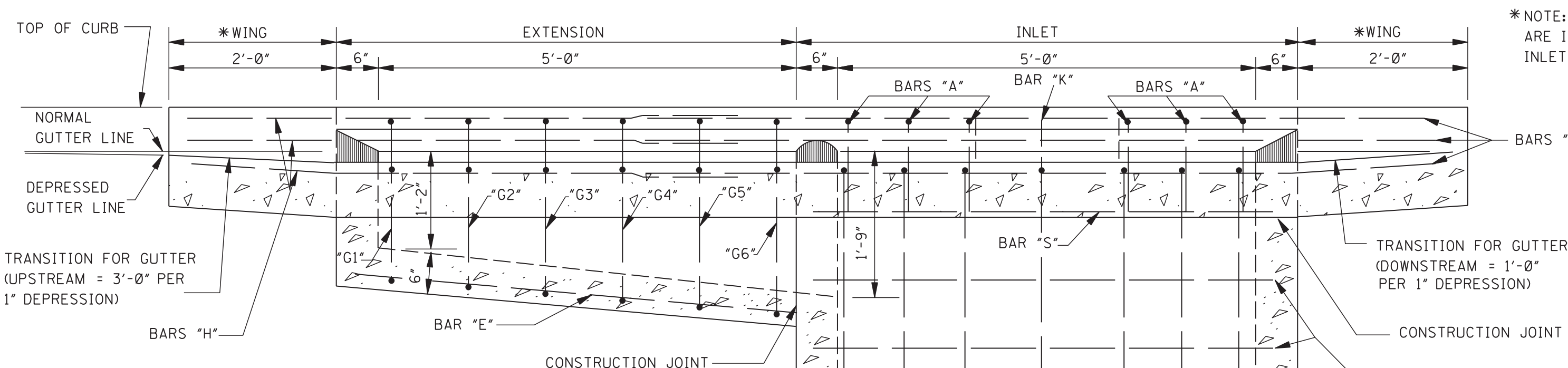
W=3'-0"		BILL OF REINFORCING STEEL FOR 1-5'-0" INLET																* TOTAL STEEL	TOTAL CONC.	
H	BAR "A" L = 4'-8" #4 @ 9"	BAR "C" L = 6'-2" #4 @ 9"	BAR "S" L = 5'-8" #4 @ 12"	BAR "D" L = 5'-8" #4 @ 12 1/2"	BAR "F" L = 9'-8" #6	BAR "J" L = 2'-3" #4	BAR "B" L = 4 @ 9"	BAR "K" L = 4 @ 9"	LGTH.		LGTH.		lbs		yds ³					
	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs		NO.	lbs			
3'-6"	6	19	7	29	5	19	5	19	5	73	4	6	3'-10"	7	18	2'-7"	7	12	194	2.15
4'-0"	6	19	7	29	5	19	7	26	5	73	4	6	4'-4"	7	20	3'-1"	7	14	206	2.32
4'-6"	6	19	7	29	5	19	7	26	5	73	4	6	4'-10"	7	23	3'-1"	7	17	211	2.49
5'-0"	6	19	7	29	5	19	9	34	5	73	4	6	5'-4"	7	25	4'-1"	7	19	223	2.65
5'-6"	6	19	7	29	5	19	9	34	5	73	4	6	5'-10"	7	27	4'-7"	7	21	228	2.82
6'-0"	6	19	7	29	5	19	11	42	5	73	4	6	6'-4"	7	30	5'-1"	7	24	240	2.99
6'-6"	6	19	7	29	5	19	11	42	5	73	4	6	6'-10"	7	32	5'-7"	7	26	245	3.15
7'-0"	6	19	7	29	5	19	13	49	5	73	4	6	7'-4"	7	34	6'-1"	7	28	257	3.32
7'-6"	6	19	7	29	5	19	13	49	5	73	4	6	7'-10"	7	37	6'-7"	7	31	262	3.49

W=3'-6"		BILL OF REINFORCING STEEL FOR 1-5'-0" INLET																	
H	BAR "A" L = 5'-2" #4 @ 9"		BAR "C" L = 6'-8" #4 @ 9"		BAR "S" L = 5'-8" #4 @ 12"		BAR "D" L = 5'-8" #4 @ 12 1/2"		BAR "F" L = 9'-8" #6=9"		BAR "J" L=2'-3" #4		BAR "B" #4 @ 9"		BAR "K" #4 @ 9"		* TOTAL STEEL	TOTAL CONC.	
	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	LGTH.	NO.	lbs	LGTH.	NO.	lbs	yd ³
3'-6"	6	21	7	31	5	19	6	23	5	73	4	6	3'-10"	7	18	2'-7"	7	12	20.21
4'-0"	6	21	7	31	5	19	8	30	5	73	4	6	4'-4"	7	20	3'-1"	7	14	21.4
4'-6"	6	21	7	31	5	19	8	30	5	73	4	6	4'-10"	7	23	3'-1 1/2"	7	17	21.9
5'-0"	6	21	7	31	5	19	10	38	5	73	4	6	5'-4"	7	25	4'-1 1/2"	7	19	23.1
5'-6"	6	21	7	31	5	19	10	38	5	73	4	6	5'-10"	7	27	4'-7"	7	21	23.6
6'-0"	6	21	7	31	5	19	12	45	5	73	4	6	6'-4"	7	30	5'-1"	7	24	24.8
6'-6"	6	21	7	31	5	19	12	45	5	73	4	6	6'-10"	7	32	5'-7"	7	26	25.3
7'-0"	6	21	7	31	5	19	14	53	5	73	4	6	7'-4"	7	34	6'-1"	7	28	26.5
7'-6"	6	21	7	31	5	19	14	53	5	73	4	6	7'-10"	7	37	6'-7"	7	31	27.0

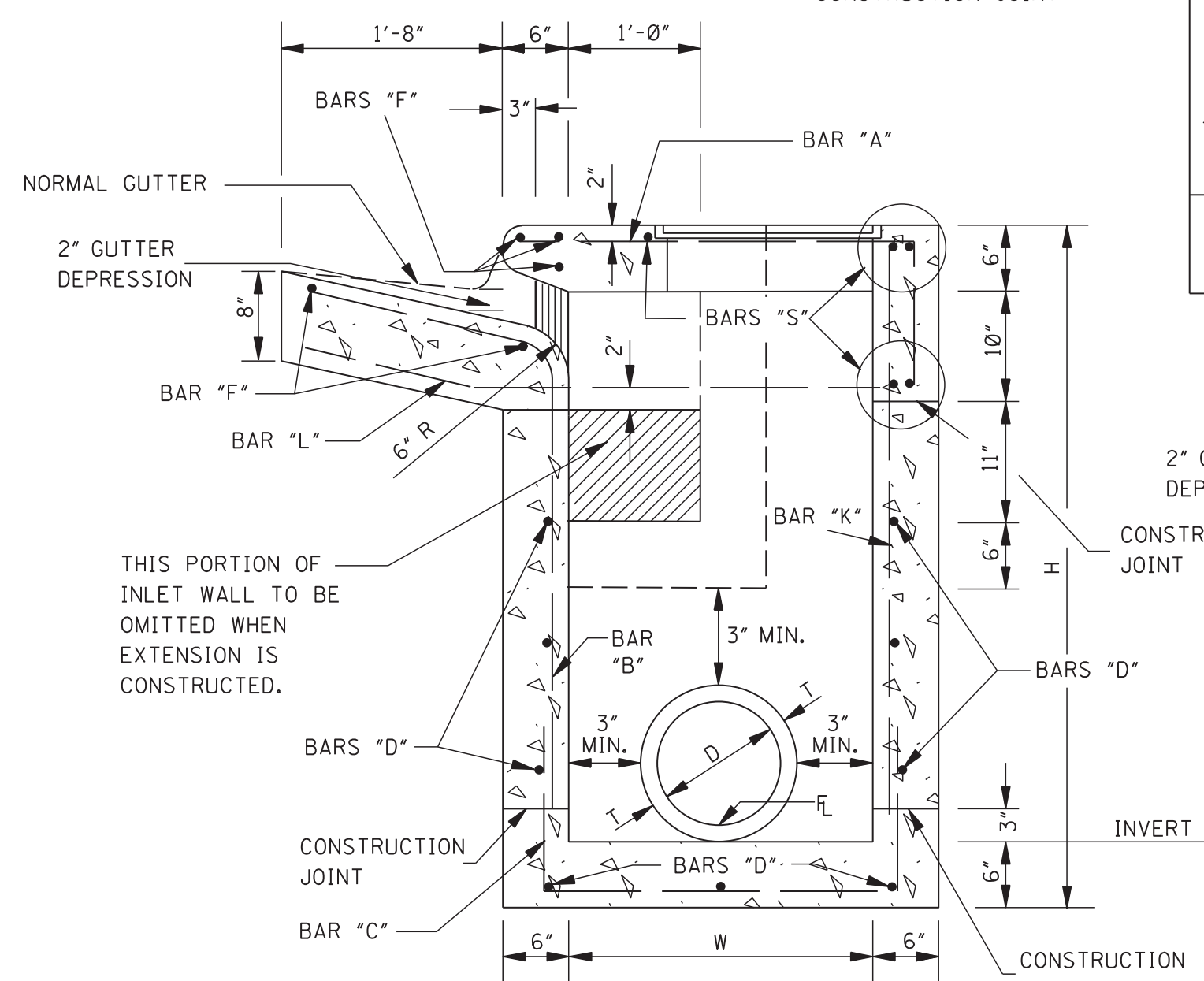
* NOTE: WHERE INLET IS USED WITH CONCRETE PAVEMENT, ADD 73 lbs OF STEEL FOR BARS "M".

GENERAL NOTES:

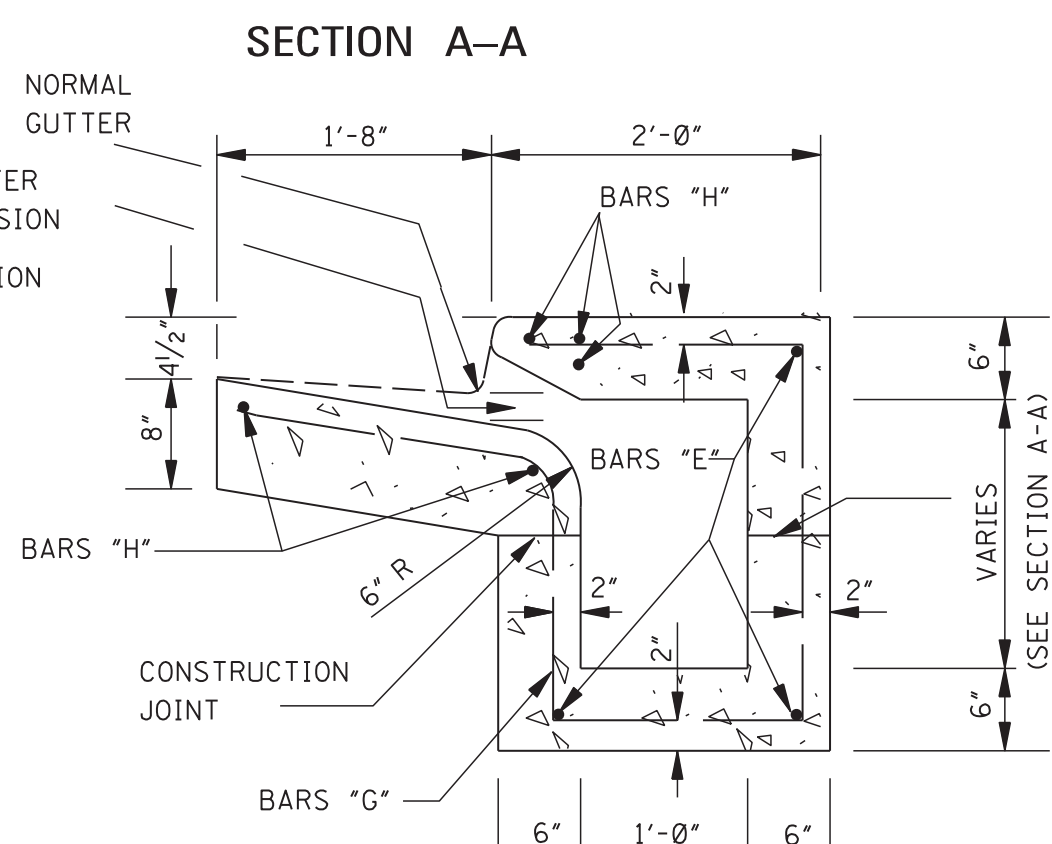
1. WHERE INLET OR INLET WITH EXTENSIONS(S) IS USED WITH CONCRETE PAVEMENT WITH INTEGRAL CURB, THE PAVEMENT SHALL BE BLOCKED OUT TO THE DIMENSIONS AS SHOWN FOR THE GUTTER PORTION OF THE INLET OR INLET WITH EXTENSION(S). THE PORTION BLOCKED OUT SHALL BE PLACED INTEGRAL WITH THE TOP OF THE INLET OR INLET WITH EXTENSION(S). #8 DEFORMED BARS 30" LONG SHALL BE PLACED ON 18" CENTERS AT THE CENTER OF THE PAVEMENT. THESE BARS SHALL EXTEND INTO THE GUTTER PORTION OF THE INLET OR INLET WITH EXTENSION(S) 15". THE CONSTRUCTION JOINT BETWEEN THE CONCRETE PAVEMENT AND THE INLET OR INLET WITH EXTENSION(S) SHALL BE A KEYED JOINT AS SHOWN. A SMOOTH CONSTRUCTION JOINT WILL NOT BE PERMITTED. QUANTITIES FOR BLOCKED OUT AREA OF PAVEMENT SHALL BE INCLUDED IN QUANTITIES FOR INLET OR INLET WITH EXTENSIONS(S).
2. THE QUANTITIES SHOWN, MINUS VOLUMETRIC DISPLACEMENT OF CONCRETE BY PIPE CULVERTS THROUGH INLET WALLS, WILL BE USED AS THE BASIS OF FINAL PAYMENT UNLESS THIS PLAN IS MODIFIED.
3. FOR CONVENIENCE, DEPTHS OF INLETS SHOWN IN ABOVE TABLE ARE INCREMENTS OF 6". BUT ANY DEPTHS OTHER THAN THESE SHOWN MAY BE USED WHEREVER DEEMED NECESSARY. QUANTITIES FOR OTHER DEPTHS, FALLING WITHIN THE LIMITS OF THE TABLE, MAY BE FOUND BY INTERPOLATION.
4. FIELD CUT AND BEND BARS AS NECESSARY TO ACCOMMODATE STORM SEWER. NO DEDUCTIONS ARE TO BE MADE IN STEEL QUANTITIES.
5. WHERE INLET IS BEING USED ADJACENT TO SIDEWALK, REFER TO OTHER SHEETS FOR TOP DETAIL.



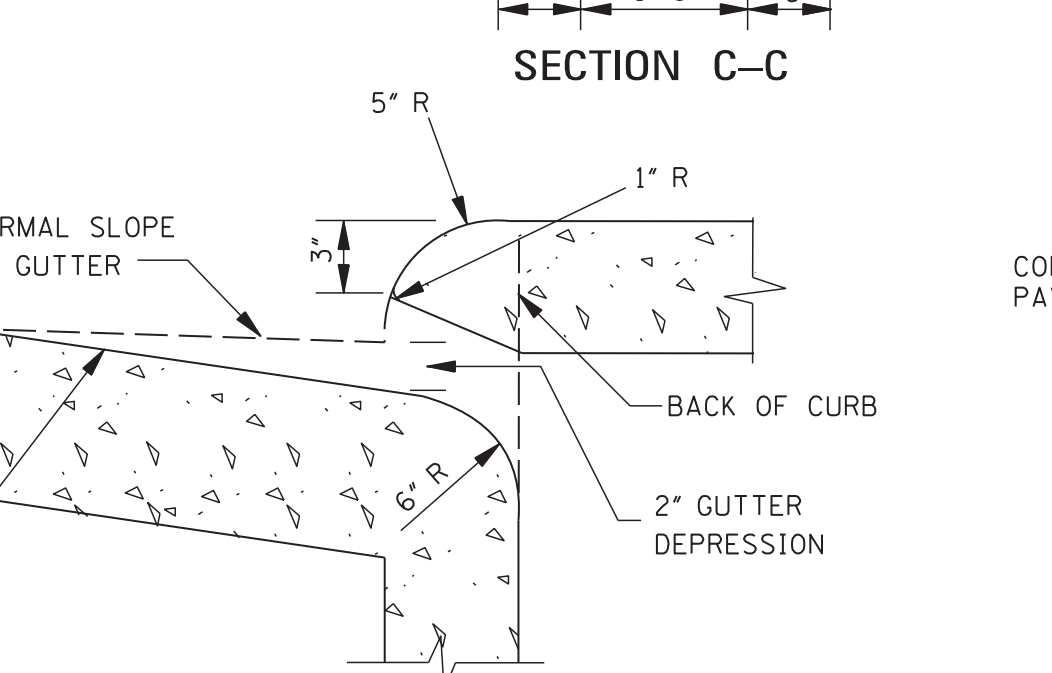
PLAN



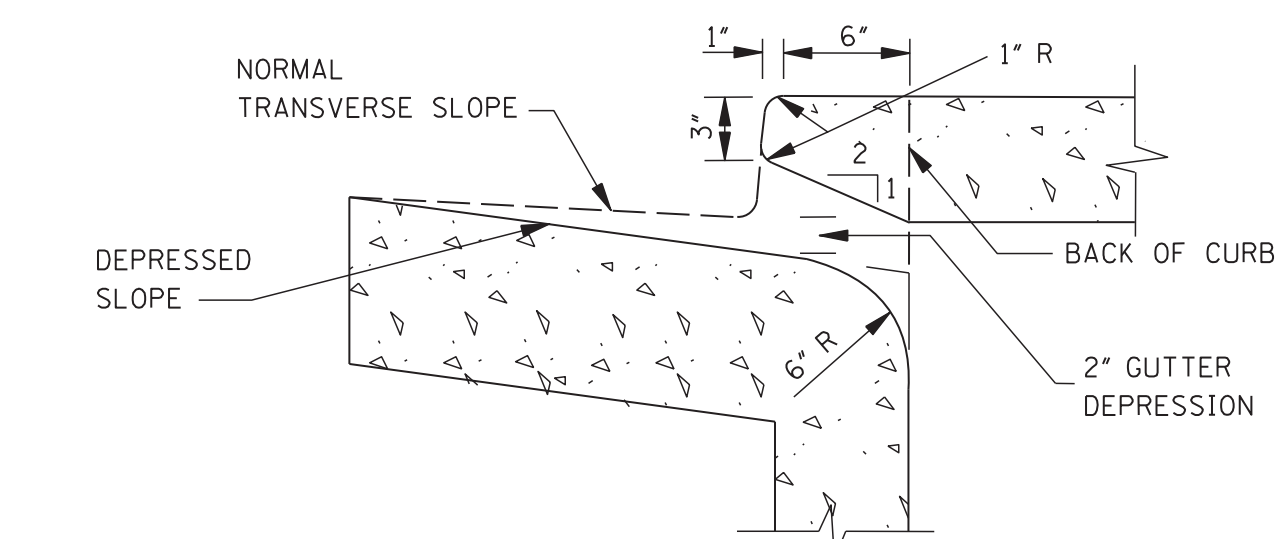
SECTION B-B



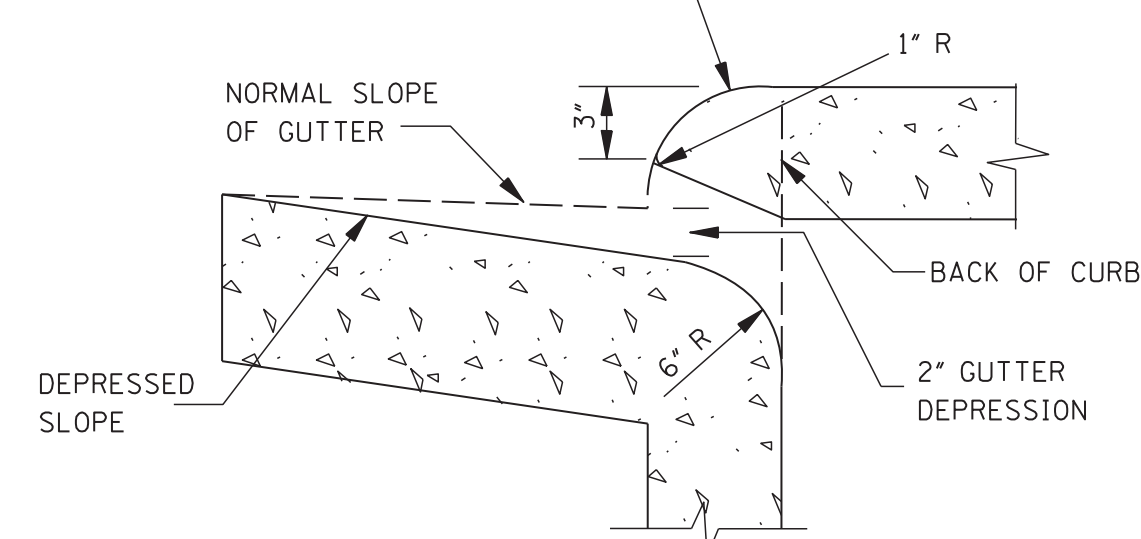
SECTION A-A



SECTION C-C



THROAT DETAIL OF BARRIER CURB



THROAT DETAIL OF ROLLED CURB

*SPECIAL PROVISIONS, PROPOSAL AND CONTRACT DOCUMENTS
FOR*

THE CONSTRUCTION

FEDERAL AID PROJECT NUMBER

HPP-8750-00(004) LPA/105845-802000

***FOURTH STREET IMPROVEMENTS
PHASE III***

FOR THE

**CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY**



2024

PREPARED BY



12/3/2024



**BIDDER CHECK LIST
(FOR INFORMATION ONLY)**

- _____ All unit prices and item totals have been entered in accordance with Subsection 102.06 of the Mississippi Standard Specifications for Road and Bridge Construction.
- _____ First sheet of SECTION 905--PROPOSAL has been completed.
- _____ Second sheet of SECTION 905--PROPOSAL has been completed and signed.
- _____ Addenda, if any, have been acknowledged. Second sheet of Section 905 listing the addendum number has been substituted for the original second sheet of Section 905. Substituted second sheet of Section 905 has been properly completed, signed, and added to the proposal.
- _____ DBE/WBE percentage, when required by contract, has been entered on last sheet of the bid sheets of SECTION 905--PROPOSAL.
- _____ Form OCR-485-LPA has been completed and signed.
- _____ The last sheet of the bid sheets of SECTION 905--PROPOSAL has been signed.
- _____ Equal Opportunity Clause Certification, when included in contract, has been completed and signed.
- _____ The Certification regarding Non-Collusion, Debarment and Suspension, etc. has been executed in duplicate.
- _____ A certified check, cashier's check or bid bond payable to the Local Public Agency in the principle amount of 5% of the bid has been included with project number identified on same. Bid bond has been signed by the bidder and has also been signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent for the Surety with Power of Attorney attached.
- _____ A completed Notice to Bidders regarding DUNS Requirements must be completed prior to award of the contract.

Return the proposal and contract documents in its entirety in a sealed envelope. DO NOT remove any part of the contract documents; exception – an addendum requires substitution of second sheet of Section 905. A stripped proposal is considered as an irregular bid and will be rejected.

Failure to complete any or all of the applicable requirements will be cause for the proposal to be considered irregular.

(1/2017)

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PROJECT: FOURTH STREET IMPROVEMENTS – PHASE III
PROJECT NO. HPP-8750-00(004) LPA / 105845-802000
CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

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Section 904 - Notice to Bidders

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#2:	Status of Right-of-Way with Attachments
#3:	Final Cleanup
#15:	Non-use of Precast Drainage Units
#28:	Fuel and Material Adjustments
#445:	Mississippi Agent or Qualified Nonresident Agent
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Section 905 - Proposal

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- Bid Schedule
- Certification with regard to the Performance of Previous Contracts or Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports
- Affidavit Regarding Non-Collusion, Debarment and Suspension (2 copies)

Section 902 - Contract Form

Section 903 - Payment Bond

Section 903 - Performance Bond

Executive Compensation Certification

Guidance for Federal Spending Transparency

OCR-481-LPA – Disadvantaged Business Enterprise List (3 copies)

OCR-485-LPA – List of Firms Submitting Quotes (3 copies)

SAM.Gov Registration and Unique Entity ID

(Revisions to the Above Will Be Indicated on the Second Sheet of Section 905 as Addenda)

SECTION 901 - ADVERTISEMENT FOR BIDS

CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI

NOTICE TO CONTRACTORS

FOURTH STREET IMPROVEMENTS – PHASE III FEDERAL-AID PROJECT NO. HPP-8750-00(004) LPA / 105845-802000

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, **DATE**, 2024 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. When bids are submitted electronically, the same requirements for submitting sealed bids shall apply. Electronic bids shall be submitted online at www.hattiesburgsbids.com and shall include a document representing the cover of the envelope containing the aforementioned criteria.

The work shall consist essentially of the following items:

Construction of sidewalk, traffic signal improvements, and lighting. All other related items of work required to complete the project as shown and specified in the Contract Documents.

The above general outline of features of the work does not in any way limit the responsibility of the contractor to perform all work and furnish all plant, labor, equipment and materials required by the specifications and the drawings referred to therein.

Contract Drawings, Contract Specifications, Instructions to Bidders and Bidders Proposal forms are on file and open to public inspection in the office of the City Clerk, City of Hattiesburg, 200 Forest Street, Hattiesburg Mississippi 39401. Bid documents are being made available via paper copy or pdf. All interested bidders are required to log-in or register for an account at www.hattiesburgsbids.com to view and order Bid Documents. All plan holders are required to have a valid email address for registration. Bid documents are non-refundable and must be purchased through this website. Questions regarding website registration and online orders should be directed to our web support line at (662) 407-0193.

The attention of bidders is directed to the Special Provisions governing selection and employment of labor.

Minimum wage rates for Federal-Aid projects have been predetermined by the Secretary of Labor and are subject to Public Law 87-581 Work Hours Act of 1962, as set forth in the Contract Provisions.

The City of Hattiesburg hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The award of this contract will be contingent upon the Contractor satisfying the DBE/WBE

requirements.

The *2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction*, adopted by the Mississippi Department of Transportation, as referred to herein, may be purchased from the Mississippi Department of Transportation.

Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to the City of Hattiesburg as bid security. Bidders shall also submit a current financial statement, if requested by the City. The successful bidder will be required to furnish a performance and payment bond in the amount of one hundred percent (100%) of the contract amount. Both bonds shall be signed or countersigned by a Mississippi Resident Agent.

The proposal and contract documents in its entirety shall be submitted in a sealed envelope and deposited with the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi prior to the hour and date above designated.

The City of Hattiesburg reserves the right to reject any or all proposals, to waive technicalities or irregularities, or to advertise for new proposals, and the decision of the City of Hattiesburg to reject any bid or proposal shall not be cause for any liability or damages against the City of Hattiesburg, any officers or employees.

The bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within the Contract Time. The bidder must also agree to pay as liquidated damages the sum specified in the Standard Specifications per day for each calendar day of overrun in Contract Time that work is not completed.

Work to be performed shall be in accordance with the "Mississippi State Highway Standard Specifications for Road and Bridge Construction, 2017", together with all amendments and/or special provisions and/or addenda to the standards duly approved and adopted, unless otherwise noted in these specifications.

The attention of Bidders is directed to the provisions of Subsection 102.07 pertaining to irregular proposals and rejection of bids.

City Clerk
City of Hattiesburg, Mississippi

Dates of Publication:

DATE, 2024
DATE, 2024

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO NOTICE TO BIDDERS NO. 1

DATE: 06/08/2021

SUBJECT: Governing Specifications

Change the web address at the end of the first paragraph to the following.

<https://shop.mdot.ms.gov/default.aspx?StoreIndex=1>

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1

CODE: (IS)

DATE: 03/01/2017

SUBJECT: Governing Specifications

The current (2017) Edition of the Standard Specifications for Road and Bridge Construction adopted by the Mississippi Transportation Commission is made a part hereof fully and completely as if it were attached hereto, except where superseded by special provisions, or amended by revisions of the Specifications contained within this proposal. Copies of the specification book may be purchased from the MDOT Construction Division, or online at shopmdot/default.aspx?StoreIndex=1.

A reference in any contract document to controlling requirements in another portion of the contract documents shall be understood to apply equally to any revision or amendment thereof included in the contract.

In the event the plans or proposal contain references to the 2004 Edition of the Standard Specifications for Road and Bridge Construction, it is to be understood that such references shall mean the comparable provisions of the 2017 Edition of the Standard Specifications.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

CODE: (SP)

SECTION 904- NOTICE TO BIDDERS NO. 1A LPA

DATE:

SUBJECT: Designated Owner and Engineer

PROJECT: HPP-8750-00(004)LPA/105845-802000

Any reference in the Contract Documents to the State of Mississippi, Mississippi Department of Transportation, Mississippi Transportation Commission, or any official thereof, it shall be interpreted to mean the (City of Hattiesburg, Missississippi), the "Owner".

Any reference in the Standard Specifications to the Project Engineer, District Engineer, Chief Engineer, or Engineer it shall be interpreted to mean the (Project Engineer for the City of Hattiesburg, Mississippi, Neel-Schaffer, Inc.).

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2

CODE: (IS)

DATE: 03/01/2017

SUBJECT: Status of Right-of-Way

Although it is desirable to have acquired all rights-of-way and completed all railroad agreements, utility adjustments and work to be performed by others prior to receiving bids, sometimes it is not considered to be in the public interest to wait until each and every such clearance has been obtained. The bidder is hereby advised of possible unacquired rights-of-way, relocates, railroad agreements and utilities adjustments which have not been completed.

The status of right-of-way acquisition, utility adjustments, encroachments, potentially contaminated sites, railroad facilities, improvements, and asbestos contamination are set forth in the following attachments.

In the event right of entry is not available to ALL parcels of right-of-way and/or all work that is to be accomplished by others on the date set forth in the contract for the Notice to Proceed is not complete, the Department will issue a restricted Notice to Proceed.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Final Clean-Up

Immediately prior to final inspection for release of maintenance, the Contractor shall pick up, load, transport and properly dispose of all litter from the entire highway right-of-way that is within the termini of the project.

Litter shall include, but not be limited to, solid wastes such as glass, paper products, tires, wood products, metal, synthetic materials and other miscellaneous debris.

Litter removal is considered incidental to other items of work and will not be measured for separate payment.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 15

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Non-Use of Precast Drainage Units

Bidders are hereby advised that the use of precast inlets and junction boxes will **NOT** be allowed on this project. Subsection 601.02.3 states that "the Contractor may request approval from the Engineer to furnish and install precast units in lieu of cast-in-place units". Should the Contractor make this request, the request will be denied.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 28

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Fuel and Material Adjustments

Bidders are advised that **NO FUEL OR MATERIAL ADJUSTMENT**, as addressed in Subsection 109.07 of the Standard Specifications, will be allowed on this project.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 445

CODE: (SP)

DATE: 10/10/2017

SUBJECT: Mississippi Agent or Qualified Nonresident Agent

Bidders are hereby advised of the requirements of Subsections 102.08, 103.05.2, and 107.14.2.1 of the *2017 Standard Specifications for Road and Bridge Construction* as it refers to bonding agents. Proposal guaranties, bonds, and liability insurance policies must be signed by a **Mississippi Agent or Qualified Nonresident Agent**.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 516

CODE: (IS)

DATE: 11/28/2017

SUBJECT: Errata and Modifications to the 2017 Standard Specifications

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
16	102.06	In the seventh full paragraph, change “Engineer” to “Director.”
33	105.05.1	In the sixth sentence, change “Contract Administration Engineer” to “Contract Administration Director.”
34	105.05.2.1	In subparagraph 2, change “SWPPP, ECP” to “SWPPP and the ECP”
35	105.05.2.2	In subparagraphs 2, add “ and” to the end of the sentence. In subparagraph 3, remove “, and” and add “.”.
90	109.04.2	In the last paragraph of subparagraph (a), place a period “.” at the end of the sentence.
93	109.04.2	In the last paragraph of subparagraph (g), place a period “.” at the end of the sentence. Also, in the first paragraph of subparagraph (h), place a period “.” at the end of the sentence.
97	109.07	Under ADJUSTMENT CODE, subparagraph (A1), change “HMA mixture” to “Asphalt mixtures.”
98	109.11	In the third sentence, change “Engineer” to “Director.”
219	308.04	In the last sentence of the last paragraph, change “Contractor’s decision” to “Engineer’s decision.”
300	405.02.5.9	In the first sentence of the second paragraph, change “Hot Mix Asphalt” to “Asphalt Mixtures.”
502	630.01.1	In the first paragraph, change “ <u>AASHTO</u> ” to “AASHTO’s <u>LRFD</u> ”.
636	646.05	Change “each” to “per each” for the pay item units of payment.
640	656.02.6.2	In item 7), change “down stream” to “downstream”.
688	630.03.2	Change the subsection number from “630.03.2” to “680.03.2.”

- | | | |
|-----|---------------|---|
| 725 | 702.08.3 | In the second sentence of the first paragraph, change “hot-mix” to “asphalt.” |
| 954 | 804.02.13.1.6 | In the definition for “M” in the % Reduction formulas, change “paragraph 7.3” to “paragraph 5.3.” |

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1225

CODE: (SP)

DATE: 11/13/2018

SUBJECT: Early Notice to Proceed

Bidders are advised that if an early notice to proceed is allowed by the Department and the Contractor experiences problems or delays between the early notice to proceed date and the original notice to proceed date, this shall not be justification for any monetary compensation or an extension of contract time.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1226

CODE: (IS)

DATE: 11/16/2018

SUBJECT: Material Storage Under Bridges

Bidders are advised that Subsection 106.08 of the Standard Specifications allows the Contractor to store materials and equipment on portions of the right-of-way. However, the Contractor will not be allowed to store or stockpile materials under bridges without written permission from the Project Engineer. The Contractor shall submit a detailed request of all proposed materials to be stored under bridges to the Engineer a minimum of 14 calendar days prior to anticipated storage. This detail shall include, but not limited to, bridge location, material type, material quantity, and duration of storage. The Project Engineer and any other needed Division will review this information and determine whether to grant approval. The Contractor shall not store any material under any bridge without written approval from the Project Engineer.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1546

CODE: (SP)

DATE: 05/23/2007

SUBJECT: Advancement of Materials

Bidders are advised that **NO ADVANCEMENT OF MATERIALS**, as addressed in Subsection 109.06.2 of the Standard Specifications, will be allowed on this project.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2206

CODE: (IS)

DATE: 01/14/2020

SUBJECT: MASH Compliant Devices

Bidders are hereby advised that compliance associated with the requirements of meeting either the National Cooperative Highway Research Program (NCHRP) Report 350 or the Manual for Assessing Safety Hardware (MASH) for installations of certain traffic control devices and permanent safety hardware devices (guardrails, guardrail terminals, permanent portable barriers, cast-in-place barriers, all other permanent longitudinal barriers, crash cushions, cable barriers, cable barrier terminals, bridge rails, bridge rail transitions, all other terminals, sign supports, and all other breakaway hardware) as listed throughout the Standard Specifications and/or the Standard Drawings, or both, is now replaced with the requirements of meeting the 2016 version of MASH after December 31, 2019. This change applies to new permanent installations and to full replacements of existing installations.

At the preconstruction conference or prior to starting any work on the project, the Contractor shall submit a letter stating that the traffic control devices and permanent safety hardware devices as outlined within the paragraph above that are to be used on the project are certified to meet MASH 2016.

When a MASH 2016-compliant device does not exist for the new permanent installations and/or full replacement installations of permanent safety hardware devices, as listed above, a MASH 2009-compliant or a NCHRP 350-compliant device may be proposed by the Contractor for the project. A written request for such instances must be submitted by the Contractor either at the preconstruction conference or prior to starting any work on the project. The Contractor shall submit the following items to the Project Engineer: (1) a detailed list of the proposed devices and locations thereof; and (2) certification letters indicating that the proposed devices are compliant with either MASH 2009 or NCHRP 350.

When a MASH 2016-compliant device does not exist for the temporary work zone traffic control devices (Category 1, Category 2, and Category 3 devices), a MASH 2009-compliant or a NCHRP 350-compliant device may be proposed by the Contractor for the project. Temporary work zone traffic control devices (Category 1, Category 2, and Category 3 devices) that are MASH 2009-compliant or NCHRP 350-compliant that have been in use prior to December 31, 2019, and that have a remaining service life may be proposed for use throughout their normal service life on the project by the Contractor. For either of these scenarios for temporary work zone traffic control devices, a written request must be submitted by the Contractor either at the preconstruction conference or prior to starting any work on the project. The Contractor shall submit the following items to the Project Engineer: (1) a detailed list of the proposed devices and locations thereof; and (2) certification letters indicating that the proposed devices are compliant with either MASH 2009 or NCHRP 350.

Work will only be allowed to proceed after the Department has granted written concurrence(s) with the proposed request(s) as listed above.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2273

CODE: (SP)

DATE: 02/12/2020

SUBJECT: Mississippi Special Fuel Tax Law

Bidder's attention is brought to the second paragraph of Subsection 107.02 of the Standard Specifications which states that all Contractors and Subcontractors must comply with all requirements contained in the Mississippi Special Fuel Tax Law, Section 27-55-501, *et seq.* Attached are two Fact Sheets provided by the Mississippi Department of Revenue (MDOR) with additional information.

Gasoline and Dyed Diesel Used for Non-Highway Purposes

Mississippi provides a reduced rate for gasoline and dyed diesel used for non-highway purposes. The reduced rates are 6.44 cents per gallon and 5.75 cents per gallon of gasoline or dyed diesel. These fuels are generally taxed at 18 cents per gallon if for on road use.

Gasoline Used for Non-Highway Purposes

You may be entitled to a refund of 11.56 cents per gallon (making this an equivalent to a tax rate of 6.44 cents per gallon) if you desire to purchase gasoline to be used off road. The gasoline must be used for agricultural, maritime, industrial, manufacturing, domestic or non-highway purposes only.

Examples of non-highway include gasoline used in boats, golf carts, machinery used for manufacturing or farm equipment used exclusively in plowing, planting or harvesting farm products.

Refund Gasoline User

The refund is based on the amount of gallons used. Before a refund is issued, you are required to...

1. Obtain a refund gasoline user's permit and a certificate for refund booklet from the Department of Revenue;
2. Have a storage tank marked "REFUND GASOLINE"; and,
3. Purchase the gasoline from someone who holds a refund gasoline dealer's permit.

No refund will be allowed for gasoline used in motor vehicles owned or operated by a government entity or used in Mississippi government contracts.

Refund Gasoline Dealer

You must obtain a refund gasoline dealer's permit from the Department of Revenue before selling refund gasoline. At no time should the gasoline be delivered to a tank that is not properly marked. The gasoline must be dyed a distinctive mahogany color at the time of delivery.

The Department of Revenue may waive the dye requirement if the dye may cause damage to the equipment. The refund gasoline user is required to obtain the waiver from the Department of Revenue.

Dyed Diesel Used for Non-Highway Purposes

Unlike gasoline, you are not required to apply for a refund if you desire to purchase dyed diesel to be used off road. Mississippi provides a reduced rate of 5.75 cents per gallon on dyed diesel used off road. Diesel used on road is subjected to 18 cents per gallon. Dyed diesel used in motor vehicles owned or operated by a government entity or used in Mississippi government contracts will be subjected to 18 cents per gallon.

Dyed Diesel Used on the Highway

Any person who purchases, receives, acquires or uses dyed diesel for highway use will be liable to pay 18 cents per gallon and subject to a penalty in the amount of \$1000.

Identifying Dyed Diesel

Storage facilities for dyed diesel must be plainly marked "NONHIGHWAY DIESEL FUEL" or "NONHIGHWAY KEROSENE". Retailers are also required to mark all pumps or dispensing equipment.



Special Fuel Used on Government Contracts

State and Local Government Contracts

Special fuel purchased, acquired or used in performing contracts with the State of Mississippi, counties, municipalities or any political subdivision is taxed at a rate of 18 cents per gallon. Special fuel includes but is not limited to the following:

- Dyed diesel fuel;
- Kerosene;
- Undyed diesel fuel; and,
- Fuel oil.

State and local government contracts include construction, reconstruction and maintenance or repairs of projects such as roads, bridges, water systems, sewer systems, buildings, drainage canals and recreational facilities. The Department of Revenue may require contractors to remit the excise tax directly to the state in lieu of paying the tax to a distributor.

Special Fuel Direct Pay Permit

Contractors that remit the excise tax to the state will be issued a Special Fuel Direct Pay Permit. This permit relieves the distributor from collecting the tax and requires the contractor to file a monthly special fuel return. The distributor should include the contractor's permit number on all invoices that are related to tax-free sales.

The contractor is required to furnish a surety or cash bond guaranteeing the payment of the excise tax prior to receiving the Special Fuel Direct Pay Permit. The Department of Revenue may accept a contractors tax bond if the bond covers the excise tax levied on special fuel.

Special Fuel Distributors

If the contractor does not have a Special Fuel Direct Pay Permit, distributors are required to collect the 18 cents excise tax and remit the tax to the Department of Revenue. The additional 12.25 cents levied on special fuel (excluding undyed diesel) should be reported on schedules 5F and 5G of the special fuel return.

Environmental Protection Fee

Special fuel distributors are required to collect the environmental protection fee even if the contractor has a Special Fuel Direct Pay Permit. The fee is levied at 4/10^{ths} of a cent per gallon. The fee is suspended or reinstated when the trust fund has exceeded or fallen below the obligatory balance.

Penalties

Any person who knowingly and willfully purchases untaxed fuel for use in equipment utilized on a road or highway construction site in this state is guilty of a misdemeanor and, upon conviction, shall be fined not less than \$1,000 or more than \$100,000, or imprisoned in the county jail for not more than one year, or both.



MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2954

CODE: (SP)

DATE: 12/01/2020

SUBJECT: Reflective Sheeting for Signs

Bidders are hereby advised that the retroreflective sign sheeting used for signs on this project shall be as listed below and shall meet the requirements of Subsection 721.06.

Temporary Construction Signs

Temporary traffic control (orange) sign sheeting shall be a minimum Type IX Fluorescent Orange sheeting as shown in Special Provision 907-721.

Permanent Signs

Permanent signs, except signs on traffic signal poles/mast arms, shall be as follows:

- Brown background sheeting on guide signs shall be a minimum Type VIII sheeting,
- Green and blue background sheeting on guide signs shall be a minimum Type IX sheeting, and
- All white, yellow, red, fluorescent yellow, and fluorescent yellow/green sheeting shall be Type XI sheeting.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3875

CODE: (SP)

DATE: 12/15/2021

SUBJECT: ITS General Requirements

For this Notice to Bidders, the “Engineer” shall mean the Project Engineer and/or their designee(s) throughout the rest of this NTB, unless stated otherwise.

Submittals

All submittals covered under this section shall be made electronically to the Project Engineer and to the ITS Engineer, shall clearly state the project name and project number, and should be in as few separate submittals as possible.

All products selected for use on this project shall be in compliance with 2 CFR 200.216, in addition to all other contract requirements as outlined throughout the specifications, special provisions and plans. No telecommunication and video surveillance equipment or services shall be manufactured by the following companies: Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, and any subsidiary or affiliate of these entities.

Product Data. Manufacturers’ product data including specifications/cut-sheets, design guides, installation manuals, operating manuals, and maintenance/service manuals shall be submitted by the Contractor for each component of the ITS system, including but not limited to cabinets, controllers, sensors, conduit, pull boxes, hardware, and all other parts of the system selected for installation.

The complete information for the original product data submittal shall be contained in as few submittals as possible and be in an organized fashion.

The product data submittal shall be accompanied by a specification checklist. At a minimum, this checklist shall clearly state the following:

- 1) The project name and project number
- 2) The date of the submittal
- 3) The pay item number and description
- 4) The part and/or model number, matching the cut-sheet
- 5) The manufacturer
- 6) A Certification Statement that the referenced product is not manufactured by any of the following: Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, and any subsidiary or affiliate of these entities. (as per 2 CFR 200.216)
- 7) Every material requirement as stated in in this Notice to Bidders and as outlined elsewhere within this contract.

- 8) A statement of whether the product complies with the requirements set forth in the specifications, special provisions, plans and NTB. If product is not compliant, an explanation of non-compliance shall be provided.

All subsections of a particular section may be omitted if the section heading is included, is indicated to be not applicable, and that it is evident that all subsections being omitted are also not applicable.

It shall be the responsibility of the Contractor to guarantee the accuracy of the checklist.

Other Submittals. The following submittals shall be required:

- 1) Shop Drawings
- 2) Cabinet wiring diagrams with system labeling schedule.
- 3) Site wiring/connection drawings.
- 4) Rack diagrams showing rack mounted equipment.
- 5) All documentation as described in the Project Testing Plan Requirements section below.
- 6) Project Record Drawings:
 - a. The purpose of Project Record Drawings is to provide factual information regarding all aspects of the Work, to enable future service, modifications, and additions to the Work.
 - b. Project Record Drawings are an important element of this Work. Contractor shall accurately maintain Project Record Drawings throughout the course of this project.
 - c. Project Record Drawings shall include documentation of all Work, including the conduit locations, pull box locations, equipment locations, foundation details, setup parameters and wiring and block diagrams.
 - d. Project Record Drawings shall accurately show the physical placement of the following:
 - i. Cabinets, sensors, pull boxes, and other materials installed at each site.
 - ii. Conduit runs and splicing information.
 - e. Project Record Drawings shall show the physical placement of each system component installed during the project at each site. Where the plan details do not depict actual field conditions, the Contractor shall amend the construction plan as required.
- 7) Upon completion of Work, and prior to Final Acceptance, the Contractor shall prepare and submit the final record set of Project Record Drawings. This set shall reflect the installed Work.
- 8) Closeout Submittals - A set of Project Record Drawings shall be provided to the Project Engineer and ITS Engineer for any items that changed or were not previously submitted, including:
 - a. Project Record Drawings
 - b. Product Data
 - c. Installation Manuals
 - d. Operating Manuals
 - e. Maintenance/Service Manuals

As-Built Plans. The Contractor shall provide GPS locations of all pull boxes, splices,

termination equipment cabinets, ITS field locations and all pole locations. The Contractor shall record and submit the sequential footage markers from the fiber optic trunk and drop cables for each GPS location. The Contractor shall provide scanned PDF files of all plan sheets with pen and ink markups. The Contractor shall provide a site location inventory of ITS devices to include manufacturer model, serial numbers, MAC addresses, and IP addresses (as applicable) for all installed devices. All documentation will be due to the Department a minimum of thirty (30) calendar days after the installation.

Additional Quality Assurance Measures

The project shall be constructed in such a manner as to comply with environmental regulations and erosion control as specified in the plans and elsewhere in MDOT standard specifications.

At the completion of the Work, the site shall be cleaned, restored, grassed and otherwise stabilized to a condition consistent with conditions before work began. This work shall be paid for under other items of work.

All disturbed signs, guardrail, markers, fencing, and other roadway appurtenances shall be restored. Disturbed roadway appurtenances that require complete removal and replacement will be identified within the contract and will have separate pay items and quantities set forth for such work.

The Contractor shall clean-up debris caused by Contractor's activities on a daily basis as the work progresses. This work shall be paid for under other items of work.

All work-related accidents shall be reported immediately to the Project Engineer or his/her representative.

Maintenance and Technical Support. The supplier must provide and have a parts support system capable of providing parts for the length of the warranty period.

Project Testing Plan Requirements

The Contractor shall conduct a Project Testing Plan as required below in addition to all other project testing and acceptance procedures required elsewhere in the specifications and Plans. Some specifications contain details regarding the testing for individual device types or attributes, but this section outlines the overall testing plans for the entire project as a whole. The Project Testing Plan shall include a series of tests on all project materials occurring at various stages in the project. All costs associated with the Project Testing Plan shall be absorbed in contract pay items; no separate payment will be made for any testing.

General Requirements. The Contractor is responsible for planning, coordinating, conducting and documenting all aspects of the Project Testing Plan as detailed below and providing all required equipment for the tests. The Engineer reserves the right to attend and observe all tests.

Each test shall be an individual and separate event for each type of test and for each type of equipment as defined elsewhere within this NTB. The Contractor shall follow the testing sequence as described in this NTB and shall perform the required tests on all applicable

devices and infrastructure.

Test procedures shall be submitted and approved for each test as part of the project submittals programs. Test procedures shall include every action necessary to fully demonstrate that the material under test is clearly and definitively in full compliance with all project requirements. Test procedure actions shall cross-reference to the specifications or Plans requirement that is the subject of the test action. Test procedure actions shall cross-reference the applicable sections of the final approved Project Submittal Compliance Form and the submittal materials for the subject of the test action. Test procedures shall contain test setup and block/wiring diagrams showing all materials being tested and all test and measurement equipment, with calibration documentation, and shall contain documentation regarding the equipment configurations and programming. Test procedures shall include checkoff blanks for each project requirement included in that test and shall include forms for the documentation of all measured test results.

No testing shall be scheduled until approval of all project submittals for all materials covered under a given test and approval of the test procedures for the given test has been granted.

Unless otherwise required herein, the Contractor shall request in writing the Engineer's approval for each test occurrence a minimum of 14 days prior to the requested test date. Test requests shall include the test to be performed and the material to be tested. The Engineer reserves the right to reschedule tests if needed.

For any series of tests on different installations of a given material (e.g., different sections of cable), the Contractor shall request in writing the Engineer's approval for the first test occurrence of the series a minimum of 14 days prior to the requested test date, regardless of the notification requirements for subsequent test occurrences.

The Contractor shall provide all ancillary equipment, materials, diagnostic and test software, and computers as required in the approved test procedures.

All test results shall be documented in writing by the Contractor in accordance with the test procedure and submitted to the Engineer within seven (7) days of the completion of the test. Any given test session is considered incomplete until the Engineer has approved the documentation for that test session.

The Contractor shall provide test results documentation in electronic format and printed format (3 copies). Electronic formats shall be provided in both PDF and Microsoft Excel or other approved application. Printed copies shall be bound and organized by test, equipment type, and individual unit.

- Two sets are for the Traffic Engineering ITS Department
- One set is for the Engineer

All test results shall be provided in English units of measure.

All test results deemed by the Engineer to be unsatisfactorily completed shall be repeated by the Contractor, following all test requirements as defined elsewhere in this NTB and contract specifications. This shall include a request in writing for the Engineer's approval for the repeated test a minimum of 14 days prior to the requested test date, unless this requirement is waived by the Engineer. In the written request for each test occurrence that is a repeat of a previous test, the Contractor shall summarize the diagnosis and correction of each aspect of the previous test that was deemed unsatisfactory. Any revisions to the test procedures for a repeated test occurrence shall meet all requirements for the original test procedures, including review and approval by the Engineer.

The satisfactory completion of any test shall not relieve the Contractor of his responsibility to provide a completely acceptable and operating system that meets all requirements of this project.

It is possible for the Contractor to schedule multiple test dates and revise the actual test being performed on a particular day if; 1) the Engineer approves of the change, 2) all test scheduling requirements above have still been met for the actual test to be performed on the date, and 3) there is not an unreasonable change of location, time, duration, or requirement of the Engineer.

Factory Acceptance Test (FAT). FATs shall be conducted at the Manufacturer or Contractor's facility or at a facility acceptable to all parties prior to shipping from the factory. The goal of the FAT is to verify that the equipment meets the requirements of the specifications. All equipment to be utilized for this project shall be subject to tests that demonstrate the suitability of the design and manufacturing procedures and compliance with the contract requirements, unless an exception for a specific equipment item is granted by the Engineer. The tests shall be performed on production units identified to be delivered under this Contract. As a minimum, a FAT is required for each of the following project materials:

- Dynamic Message Signs

The FAT testing procedures and results for specifically identified materials shall demonstrate that all testing requirements as outlined within the contract (standard specifications, plans, special provisions, and notice to bidders) are met, including, but not limited to: functional/system performance requirements, electrical requirements, data transmission/communication requirements, safety/password requirements, environmental requirements, and interface requirements with other components of the project system.

The Engineer reserves the right to waive FATs which are deemed to be unnecessary and reserves the right to witness all FATs that are determined to be critical to the project. At the Engineer's discretion, the Engineer may be in attendance at the FAT for any units tested. The FAT for the first three (3) units shall be conducted during the same time period and shall be completed before additional units are produced.

The Engineer shall be notified a minimum of 45 calendar days in advance of such tests. Salary and travel expenses of the Engineer and his/her representatives will be the responsibility of the Department. In case of equipment or other failures that make a retest necessary, travel expenses associated with retests for the Engineer and his/her representatives shall be the responsibility of

the Contractor. The travel expenses shall include all costs associated with having a two-person Engineer review team on site, including but not limited to airfare, automobile rental, lodging, and per diem. These costs, excluding airfare, shall not exceed \$500.00 per representative, per day. These costs shall be deducted from the payments due or charged to the withholding account of the Contractor when the project is terminated.

The vendor must complete the FAT on all remaining units on their own and submit documentation to the Engineer that the FATs were completed. The Engineer reserves the right to randomly attend those FAT tests.

No equipment for which a FAT is required shall be shipped to the project site without successful completion of factory acceptance testing as approved by the Engineer and the Engineer's approval to ship.

Bench Test Components (BTC). The Contractor shall perform a complete BTC on the lesser of the full contract quantity of units of equipment and materials or the number of units required as specified in this subsection below. The quantity listed in the subsection below is a "minimum" quantity and the Engineer reserves the right to require testing of additional quantities if the initial testing is not deemed adequate. The Contractor shall provide the testing location and facility, which shall be in Mississippi and within a 25-mile radius of the project limits. The test location must be approved by the Engineer as part of the BTC test procedure submittal.

The BTC shall demonstrate that all equipment and materials are in full compliance with all project requirements and works "out of the box" by visual inspection, setup and operation "on the bench", functional testing of the component including manufacturer's recommended startup diagnostics, and testing prior to any field installation of that equipment or material. Test results documentation shall be provided for each equipment item and material in the full contract quantity; test results documentation shall include the manufacturer's serial number and the project location ID for each item.

As a minimum, a BTC is required for each of the following project materials for quantities as shown.

- Closed Circuit Television Equipment, 4 PTZ units & 6 fixed units
- Dynamic Message Sign, 2 complete units of each type
- Travel Time Signs, 2 compete units
- Network Switches Type A, 4 units
- Network Switches Type B & F, 2 units each
- Network Switches, Type C, D, & E, 1 unit each
- ITS Radar Vehicle Detection Sensors, 6 units
- Highway Advisory Radios, 2 units
- Radio Interconnect System, 4 units of each type
- Bluetooth Detection System, 6 units
- DSRC devices, 6 units
- Roadway Weather Information System, 2 complete units
- Traveler Information Video Kiosk, 2 complete units

- Smart Work Zone System
 - Portable CCTV station, 2 complete units
 - Non-Intrusive Vehicle Detection Devices / Portable Traffic Sensors, 4 complete units
 - Highway Advisory Radio, 2 complete units
 - Portable Changeable Message Signs, 2 complete units
 - Portable Traffic Signal, 2 complete units
- Off-the-shelf and Vendor Software, all necessary
- Equipment Cabinet (Type A), 2 cabinets
- Equipment Cabinet (Type B), 4 cabinets
- Equipment Cabinet (Type C), 2 cabinets

Pre-Installation Tests (PIT). The Contractor shall perform Pre-Installation Tests (PIT) on all device quantities that are not included in the BTC. The Contractor shall provide the testing location and facility, which shall be within a 25-mile radius of the project limits or as approved by the Engineer. The test location must be approved by the Engineer as part of the PIT test procedure submittal. The PIT shall be a shortened version of the BTC to ensure the equipment will power up, operate, and was not damaged during shipment. The Engineer reserves the right to attend any PIT as desired; however, the contractor shall submit documentation of the PITs whether the Engineer is present or not. In addition to these requirements, see the DMS, TTS, and Fiber Optic Cable Special Provisions for more details.

Stand Alone Site Tests (SAT). The Contractor shall perform a complete SAT on all equipment and materials associated with the field device site, including but not limited to electrical service, conduit, pull boxes, communication links infrastructure (fiber, leased copper, wireless), cable, poles, camera lowering devices, device communication cables, cabinet apparatus, etc. The goal of the SAT is to verify that the equipment has been properly installed and commissioned according to the manufacturer requirements. A SAT shall be conducted at every field device site including communications hubs. A SAT shall be conducted for a fully installed and completed control center in the TMC as described in the TMC modification NTB. A SAT shall be conducted for all fiber optic infrastructure.

The SAT shall demonstrate that all equipment and materials are in full compliance with all project requirements, are fully functional as installed, and are in their final configuration. As part of this demonstration, SATs shall include but are not limited to the following:

- A visual inspection of the cabinet and all construction elements at the site to ensure they are compliant with the Specifications and have no physical damage or deformities.
- The inspection of the cabinet at each site shall include the functional test of all cabinet equipment, including circuit breaker, receptacles, fan and thermostat, lights, and door switches.
- Verify that manufacturer documentation for each device is present.
- A measurement of the DC power supply shall be made at the cabinet when it is operating under full load.
- Verify that all equipment has proper power, surge protector, and grounding connections.
- Inspect the integrity of all cable connections and terminations and verify that the cables are

connected and terminated as specified in the Plans.

The SATs for each site type shall include but are not limited to the following:

- *CCTV Stand Alone Site Test*: Shall be conducted at the CCTV Cabinet and shall demonstrate the complete operation of the CCTV, Network Switch, and the link(s) to any devices that are connected to the Power Supply in the CCTV Cabinet. The SAT shall include a 5-minute recording of each PTZ and Fixed camera showing the field of view and video quality. Two copies of the recording shall be provided to the Engineer on USB flash drives. The recording will start at the preset default position(s) and will demonstrate the full zoom capabilities of the cameras, as well as the full range of the pan and tilt functions of PTZ cameras. This recording shall be in a format playable with Windows Media Player or pre-approved by the Engineer.
- *ITS Communications HUT Stand Alone Site Test*: Shall be conducted at the HUT and shall demonstrate the complete operation of all equipment inside the HUT including Network Switches. This also includes visual inspection of the Site elements associated with the HUT.
- *ITS Termination Cabinet Stand Alone Site Test*: Shall be conducted at the termination cabinet and shall demonstrate the complete operation of all equipment inside the cabinet including Network Switches. This also includes visual inspection of the Site elements associated with the termination cabinet.
- *Radio Interconnect System Stand Alone Site Test*: Shall be conducted from the cabinets at both ends of the communications link (even if one end consists of existing equipment) and shall demonstrate that the radios, the antennas, the entire link, the Network Switch, and the transmission of video and/or data are fully operational. See Radio Interconnect Special Provision for more details.
- *Highway Advisory Radio Site Test*: Shall be conducted at the HAR cabinet, antenna, and advisory signs and shall demonstrate complete operation of recordings, transmissions, and remote flashing beacon unit(s). See HAR Special Provision for more details.
- *Fiber Optic Cable Stand Alone Site Test*: Shall be conducted at each Cabinet and at each HUB and shall include both power meter tests and OTDR tests. See Fiber Optic Special Provision for more details.
- *Conduit Detection Wire Stand Alone Site Test*: Shall be conducted at each pull box and shall demonstrate that a continuous run of conduit detection wire was installed between pull boxes, vaults, cabinets, and structures as required.
- *ITS Radar Vehicle Detection Stand Alone Site Test*: Shall be conducted at the IRVD Cabinet and shall demonstrate the complete operation, proper configuration, and verification of detection for each lane of traffic or zone of the IRVD unit(s).
- *BDS Stand Alone Site Test*: Shall be conducted at the Device Cabinet and shall demonstrate the complete operation and proper configuration of the unit(s), verify network connection to the BDS through ping and telnet sessions from a remote PC, and confirm that the system is fully functional by detecting Bluetooth devices at a sample rate approved by the Engineer.
- *RWIS Stand Alone Site Test*: Shall be conducted at the RWIS Cabinet and shall demonstrate the complete operation and proper configuration of the RWIS and shall verify that the remote flashing beacon unit(s) on the warning signs are activated properly as

specified and will de-activate automatically without renewal at preset intervals.

- *SWZ Stand Alone Site Test:* Shall be conducted at each device at its initial location and shall demonstrate the complete operation and proper configuration of the device as described in the Smart Work Zone Special Provision and NTB. At any subsequent locations, at a minimum, a document verifying that the device is configured for the new location shall be submitted to the Engineer.
- *Kiosk Stand Alone Site Test:* Shall be conducted at the device, verify all required video layouts and displays, demonstrate all required software features, and demonstrate the complete operation of the device and Network Switch. Refer to the Traveler Information Video Kiosk specification for more details.

DMS & TTS Stand Alone Site Test: Shall be conducted at the Device Cabinet, verify that all pixels are operational, verify that the sign can be controlled locally through both the serial and Ethernet ports, and demonstrate the complete operation of the device and Network Switch. The signs shall be delivered with and tested using default fonts and sizes that are provided by the MDOT ATMS drivers.

The Contractor shall request in writing the Engineer's approval for each test occurrence a minimum of 14 days prior to the requested test date. The Contractor shall arrange, at no additional expense to the State, the attendance of a qualified technical representative of the equipment manufacturer to attend each test until a minimum of two (2) sites of that type are approved.

Sub-System Test (SST). The Contractor shall perform an SST on each DMS and TTS to verify and document that all remote TTS and DMS functions and alarms are operational from the TMC.

An SST is required for at least ten percent (10%) of each of the following devices being placed for the project, taken by a random sampling: BDS, Network Switch, IRVD, HAR, Radio, CCTV, Video Vehicle Detection, and RWIS including beacons. The SST will require the Contractor to demonstrate and document that all functions and alarms are operational from the TMC.

An SST is required for each Traveler Information Kiosk in the project and will require the Contractor to demonstrate and document the features demonstrated in the Kiosk SAT using remote access from the TMC.

An SST is required for each Smart Work Zone device in the project and will require the Contractor to demonstrate and document the connection between the device and the central data/video collection site. Once a Smart Work Zone device has been verified to be properly configured, working, and communicating at its current location, the device can be utilized without further testing. The Conditional System Acceptance Test, Burn-in period, Final Inspection, or Final System Acceptance is not required for a device being solely utilized as part of the temporary Smart Work Zone System. Devices moved to a new location do require verification that they are still working as intended in the new location.

The Contractor shall coordinate the SST to be performed with the Project Engineer or designee present. The Contractor shall provide an SST plan to the Project Engineer for review and approval a minimum of two weeks in advance of tests being performed.

Conditional System Acceptance Test. The Contractor shall perform a complete conditional system acceptance test on all equipment and materials in the project. The Contractor shall not request the conditional system acceptance test until the SATs have been satisfactorily completed, all as-built documentation has been submitted and approved, and all other project work has been completed to the satisfaction of the Engineer. Prior to a Conditional System Acceptance Test, the Contractor shall provide advance notice of and written test results documenting that the Contractor has performed a dry-run of the conditional system acceptance test. The Engineer reserves the right to attend a dry-run test session.

The Contractor shall coordinate the CSAT with the Engineer. The Contractor shall provide a CSAT plan to the Engineer and be approved a minimum of fourteen (14) calendar days in advance of tests being performed. The CSAT plan shall be inclusive of steps and procedures to be performed and scheduled times to perform test procedures.

The Contractor shall test all project systems simultaneously from the State TMC in a manner equivalent to the normal day-to-day operation of the system. The Conditional System Acceptance Test shall demonstrate that all equipment and materials in the network are in full compliance with all project requirements and fully functional as installed and in final configuration, communicating with and being controlled through the control center at the State TMC. If pre-processing systems (e.g., edge computing) or post-processing systems (e.g., video image processing and analytics, detection in one device triggering an alarm or event in another device, etc.) are present, these shall be tested, verified, and documented as working as intended during the CSAT. Edge computing is where data-handling activities, such as analysis and event-triggering, takes place near the physical location that the data is collected.

The Engineer reserves the right to require, at no additional expense to the State, the attendance of a qualified technical representative of the equipment and/or software manufacturers to attend any given Conditional System Acceptance Test.

Upon completion and full approval of the Conditional System Acceptance Test for all equipment in all phases, Conditional System Acceptance will be given and the Burn-in Period will begin.

Burn-In Period. Following the Engineer's written notice of successful completion of the Conditional System Acceptance Test, the entire newly installed system must operate successfully for a **thirty (30) day** burn-in period. The Contractor shall be responsible for the full maintenance of the newly installed equipment during the burn-in period. This maintenance includes all troubleshooting and repairs as well as providing preventive maintenance that meets the equipment manufacturer's recommendations. However, no separate payment will be made during the burn-in period. Successful completion of the burn-in period will occur at the end of **thirty (30) complete days** of operation without a system failure attributable to hardware, software or communications components. Each system failure during the burn-in period will require an additional **thirty (30) days** of successful operation prior to being eligible for Final Acceptance (i.e., if the initial burn-in period is **thirty (30) days** and there are two (2) system failures during this time, the burn-in period would be increased to **ninety (90) days**).

Burn-In General Requirements:

- Determination of a system failure shall be at the sole discretion of the Engineer.
- System failure is defined as a condition under which the system is unable to function as a whole or in significant part to provide the services as designed. While a single component failure will not constitute a system failure, chronic failure of that component or component type may be sufficient to be considered a system failure. Chronic failure of a component or component type is defined as three (3) or more failures for the same component during the burn-in period.
- Components are defined as contract items or major material elements in a contract item. For electrical and electronic contract items, components are defined as the complete assembly of materials that makes up the contract item.
- Specifically exempted as system failures are failures caused by accident, acts of God, or other external forces that are beyond the control of the Contractor. However, failure of the contractor to respond to the repair request for that failure within 24 hours may be considered a system failure.
- The Department will advise the Contractor in writing when it considers that a system failure has occurred or chronic failure exists.
- If multiple system and/or chronic failures continue to occur throughout the burn-in period due to a single component type, the Contractor may be required to replace all units of that component type with a different model or manufacturer.
- The Contractor shall document all failures and subsequent diagnosis and repair. The repair documentation shall include as a minimum:
 - Description of the problem
 - Troubleshooting and diagnosis steps
 - Repairs made
 - List of all equipment and materials changed including serial numbers.
 - Update of the equipment inventory where needed.
 - The Contractor shall provide the repair documentation to the Engineer within two (2) days of completing the repair; failure to provide acceptable documentation as required shall be reason to not approve the repair as complete. The Engineer will provide acceptance or rejection of the repair and documentation within seven (7) days of receiving the repair documentation.
 - The Engineer reserves the right to require, at no additional expense to the State, the presence of a qualified technical representative of the equipment and/or software manufacturers as related to the diagnosis and/or repair of any system failure.
- During the burn-in period, the Contractor shall perform incidental work such as touching up, cleaning of exposed surfaces, leveling and repair of sites, sodding/grassing and other maintenance work as may be deemed necessary by the Engineer to ensure the effectiveness and neat appearance of the work sites.
- During the burn-in period, the Engineer shall maintain a "burn-in period punch list" that contains required Contractor actions but that the Engineer does not define as a system failure. Each burn-in period punch list action item shall be completed by the Contractor to the Engineer's satisfaction within seven (7) days of Contractor notification of the action item.
- During the burn-in period, the Contractor is required to meet the following response times

once notified there is a problem. A response is defined as being on-site to begin diagnosing the problem.

- o Monday thru Friday: The Contractor shall respond no later than 9:00 a.m. the following morning after being notified.
 - o Weekends: If the Contractor is notified on Friday afternoon or during the weekend, the Contractor shall respond by 9:00 a.m. on Monday morning.
- During the burn-in period, the Contractor shall provide all labor, materials, equipment and replacement parts to completely maintain, troubleshoot and repair all items installed under this contract. No separate payment will be made for any labor, materials, equipment, or replacement parts needed during the burn-in period.
- The overall burn-in period will be considered complete upon the successful completion of the burn-in time periods, the Engineer's acceptance of all repairs and repair documentation, completion of all burn-in period punch list actions, and a final inspection as described below.

Contract time will not cease during the burn-in period(s). Contract time for the burn-in period was considered when determining the original contract time.

Final Inspection. Upon successful completion of the burn-in period, the entire project shall be eligible for Final Inspection. The Final Inspection will be conducted provided the burn-in period has demonstrated the entire system is operating successfully. The Final Inspection shall include but is not limited to:

1. monitoring of all system functions at the State TMC to demonstrate the overall system is operational
2. a field visit to each site to ensure all field components are in their correct final configuration
3. verification that all burn-in punch list items have been completed
4. verification that all final cleanup requirements have been completed
5. approval of final as-built documentation

Prior to conducting the Final Inspection, the burn-in period shall demonstrate that all requirements defined in the specifications have been met, including, but not limited to: functional/system performance requirements, electrical requirements, data transmission/communication requirements, safety/password requirements, environmental requirements, and interface requirements with other components of the system.

The Contractor shall request in writing the Engineer's approval to start the Final Inspection a minimum of 14 days prior to the requested start date. The Engineer reserves the right to reschedule the start date if needed. The start date for the Final Inspection cannot be prior to the successful completion of the overall burn-in period.

An unsuccessful or incomplete Final Inspection shall require a new Final Inspection after the Contractor has made the necessary corrections. Up to 14 days shall be allowed for the Engineer to conduct a Final Inspection. The presence of the MDOT ITS Engineer or his/her designee is required during the final inspection.

The Engineer reserves the right to require, at no additional expense to the State, the attendance of a qualified technical representative of the equipment and/or software manufacturers to attend a portion of a Final Inspection.

The Contractor shall be responsible for the full maintenance of all project equipment and materials during the entire time period from the successful completion of the burn-in period until Final System Acceptance is granted.

Final System Acceptance. Upon successful completion of the Final Inspection and all other items of work on the project, the Engineer will grant Final System Acceptance in accordance with Subsection 105.20 of the Standard Specifications.

Beneficial Use of Dynamic Message Signs During Construction. Each DMS shall be roadside controllable (by sign vendor software) within 30 days of attachment to structures (visible to motorists). The Contractor's construction schedule shall clearly identify when installation of the signs over the roadway shall occur, and when roadside control shall be established for each sign. The Contractor shall not install a DMS over the roadway until all ancillary and infrastructure elements, including cabinets, controllers, conduits, cabling, etc. necessary to operate the sign are in place and functional. Once roadside controllable, the Contractor shall display emergency, special event, construction, safety or traveler information messages approved by MDOT, only when requested by MDOT, at no additional cost to MDOT. Normal diagnostic messaging for the purpose of installation and testing shall be determined by the Contractor but shall not be allowed to the extent that excessive power consumption or distraction to motorists occurs as determined by the Engineer. Any beneficial use of the signs to MDOT and the public prior to Final Acceptance does not constitute MDOT acceptance or waive any Contractor testing requirements. The cost that may be incurred by the Contractor to display messages as described above during this construction contract shall be considered incidental and included in the cost of other items.

Warranties

The following components of the Project shall be warranted against manufacturing defects and workmanship for a period of at least one (1) year:

- Radio interconnect system components as listed under SP 907-662-2
- Layer 2, Type A; Layer 3, Type C, Type C4, Type E1, and Type E2 Network Switches; and Network Terminal Server & Network Cellular Modem as listed under SP 907-663-5
- Communication Node Hut & Hut Modifications under SP 907-664-4
- Video Communication Equipment components under SP 907-665-1
- Bluetooth Detection System components under SP 907-666-3
- Roadway Weather Information System & Warning Signs with Flashing Beacon under SP 907-670-3
- Kiosk Monitoring Camera under SP 907-671-1
- Travel Time Sign under SP 907-674-1
- ITS Radar Vehicle Detector under SP 907-641-2
- On Street Video Equipment under SP 907-650-4;
- Highway Advisory System components under SP 907-655-2;
- Dynamic Message Signs under SP 907-656-1.

The following components of the Project shall be warranted against manufacturing defects and workmanship for a period as listed below for each respective item from the date of Final Maintenance Release.

- *Fiber Optic Cable*: Ten (10) year warranty on materials and workmanship
- *Traveler Information Video Kiosk*: Two (2) year extended warranty on materials/hardware
- *TMC Modification*: Two (2) year warranty on hardware and one (1) year warranty on software
- *Type C1, C2, & C3 Network Switches*: Five (5) year warranty on hardware
- *Type D, E, & F Network Switches*: Five (5) year warranty on hardware

The Contractor shall supply the warranties in writing with the Final Maintenance Release date documented on them. These warranties shall cover complete replacement at no charge for the equipment. The Contractor will be responsible for all labor, shipping, insurance and other charges until Final System Acceptance. Equipment covered by the manufacturers' warranties shall have the registration of that component placed in the Department's name prior to Final Inspection. The Contractor is responsible for ensuring that the vendors or manufacturers supplying the components and providing the equipment warranties recognize MDOT as the original purchaser and owner/end user of the components from new.

During the warranty period, the supplier shall repair or replace with new material of equal or greater kind and quality and meeting all of the applicable specifications herein, at no additional cost to the State, any product containing a warranty defect, provided the product is returned postage-paid by the Department to the supplier's factory or authorized warranty site. Products repaired or replaced under warranty by the supplier shall be returned prepaid by the supplier. During the warranty period, technical support shall be available from the Contractor via telephone within four (4) hours of the time a call is made by the Department. If it is deemed necessary by the Engineer, technical support shall be available from factory certified personnel of the supplier via telephone within eight (8) hours of the time of the initial call made by the Department. During the warranty period, updates, patches, performance improvements, and corrections to all software and firmware used during the project shall be made available to the Department by the supplier at no additional cost.

Training

After the Stand Alone Site Tests have been conducted but prior to Conditional System Acceptance, the Contractor shall provide separate training sessions for each subsystem training pay item included in the project. The training sessions may require multiple classes as noted below) and shall accommodate from six (6) to twelve (12) personnel per class. Additional sessions for additional personnel may be required if the make and model of the subject component is not currently in the MDOT system.

The training must include formal classroom and "hands-on" operations training with a complete demonstration of the configuration, operation, and capabilities of each component in the system. The training should also consist of a hands-on demonstration of all software configuration and functionality where applicable. Each training day shall include a mixture of classroom style

training in equipment operations, hands-on operator training using the same models of equipment furnished for the project, and question and answer sessions.

During the burn-in period, the Contractor shall also provide two (2) identical non-consecutive training sessions on the maintenance of the overall system. The training shall be provided for at least ten (10) personnel with individual copies of all training materials provided to each participant. The training must include both classroom style training and hands-on training in the field of the maintenance and troubleshooting procedures required for each component. Additional sessions for additional personnel may be required if the make and model of certain components are not currently in the MDOT system.

Prior to scheduling the training, the Contractor shall submit resume and references of the training instructor(s) to the Engineer for approval. The qualifications of the trainers must meet, at a minimum, the recommended qualifications of the equipment manufacturer with a minimum of four years of experience in training personnel. If qualified personnel are not on the Contractor's staff, a representative of the manufacturer shall provide the training.

The training shall be provided at an agreed upon location. If training requires travel on the part of training instructors, then the cost of travel shall be included.

The Contractor shall provide individual copies of documentation, training, and maintenance materials for each participant. These materials shall include detailed specifications and information pertaining to each device in the system. The documentation shall include details of the technical and operational aspects of the completed system. This shall include operational and maintenance manuals, system diagrams, cabling diagrams and mounting/positioning details. The Contractor shall supply emergency contact information and necessary procedures for obtaining vital replacement parts within a designated, agreed upon time frame.

The Contractor shall submit a detailed Training Plan including course agendas, detailed description of functions to be demonstrated, and a general schedule to the Engineer for approval within 90 days of Contract Notice-to-Proceed. The exact date of the training shall be submitted to the Engineer for approval at least four (4) weeks ahead of the date.

Grounding

The Contractor shall provide a grounding and lightning protection system to protect from electrical power surges caused by lightning or disruptions in the power supply system. Ground rods, ground conductor, lightning collectors and appurtenances shall be as detailed on the plans and as required by these specifications.

General. All non-current carrying metal parts of the site shall be grounded according to NEC specifications. In addition, all non-current carrying metal parts shall have a voltage potential of zero relative to reference ground. This reference ground shall be achieved via the equipment-grounding conductor.

Support cable, metallic cable sheaths, conduit, metal poles, pedestals, and communication building shall be made mechanically and electrically secure and grounded. Bonding and grounding jumpers

shall be properly sized according to the NEC and in no case shall they be smaller than a #6 AWG copper wire. Ground pole-mounted accessories to the pole. Equipment on wood poles shall be grounded.

Permanently ground the poles by bonding the No. 6 AWG solid copper wire to a separate ground rod.

Metal raceways, metal enclosures of electrical devices, lighting fixtures, panelboards, and other non-current carrying metallic parts of equipment shall be securely grounded.

Ground rods shall be installed according to plan details. A length of copper conductor shall be attached to the ground rod, utilizing the specified grounding methods, and connected to the grounding system. Do not ground to a permanent water system instead of the driven ground rod. Ensure that grounding devices conform to the requirements of the NEC and NEMA.

Cabinet Grounding. A single-point grounding system shall be constructed.

All grounds for the cabinet shall be installed on the side of the building that utilities, communication cables, and fiber enter. All earth grounds shall be connected to this point, including the grounding system for Surge Protection Devices (SPD). All connections to SPDs shall be made according to the manufacturer's recommendations.

A single ground bus bar shall be mounted on the side of the cabinet wall adjacent to the power panel for the connection of AC neutral wires and chassis ground wires.

The Contractor shall ensure that communication cables, AC power, emergency generator, and equipment frames are connected by the shortest practical route to the grounding system. The lead lengths from each device to the SPD shall be protected. Electrical continuity of all connections shall be verified. All non-conducting surface coatings shall be removed before each connection is made. Ground conductors shall be downward coursing, vertical, and as short and straight as possible. Sharp bends and multiple bends shall be avoided in grounding conductors.

Surge Suppressor

Surge protection device (SPD) shall be provided to protect electronics from lightning, transient voltage surges, and induced current. All SPDs shall be installed at the top and bottom of each pole to provide reliable lightning protection. SPDs shall be installed on all power, data, video and any other conductive circuit.

SPD for 120 Volt or 120/240 Volt Power. A SPD shall be installed at the utility disconnect to the cabinet. The SPD at the utility disconnect shall include L-N, L-G, and N-G protection. The SPD shall meet the requirements of UL 1449, Third Edition and be listed by a NRTL.

A SPD shall be provided where the supply circuit enters the cabinet. The SPD shall be located on the load side of the main disconnect and ahead of any and all electronic devices and connected in parallel with the AC supply. The SPD in the cabinet shall include L-N, L-G, and N-G protection. The SPD shall meet the requirements of UL 1449, Third Edition and be listed by a NRTL.

The SPD shall have a visual indication system that monitors the weakest link in each mode and shows normal operation or failure status and also provides one set of normally open (NO)/normally closed (NC) Form C contacts for remote alarm monitoring. The enclosure for a SPD shall have a NEMA 4 rating

SPDs for Low-Voltage Power, Control, Data and Signal Systems. A specialized SPD shall be installed on all conductive circuits including, but not limited to, data communication cables, coaxial video cables, and low-voltage power cables. These devices shall comply with recommendations from the device manufacturer.

SPD at Point of Use. A SPD shall be installed at the point the ITS devices receive 120 volt power and connected in series with the circuits. SPDs shall be selected and installed according to recommendation from the device manufacturer. The units shall be rated at 15 or 20 amps load and configured with receptacles. These units shall have internal fuse protection and provide common mode (L+N-G) protection.

SPDs shall meet the requirements of UL 497B or UL 497C, as applicable, and are listed by a NRTL.

Solar Power Systems

The Contractor shall provide a solar power system meeting the following requirements:

1. The supplier shall provide documentation specifying approximate daily power generation, power consumption, storage capacity, and charge rates representing an optimal power source to the satisfaction and approval of the Project Engineer.
2. Shall include a solar controller with automatic battery temperature compensation and automatic charging circuitry to prevent overcharging.
3. The battery back-up system chargers shall meet all specified requirements while operating between -40 °C to +74 °C (-40 °F to +165 °F), and 95% relative humidity.
4. Shall include metering for voltage and charging current.
5. Solar panels shall be Jet Propulsion Laboratory Block-5 tested and approved.
6. Solar panels shall be compliant with IEC 61215 and IEEE 1262.
7. Solar panels shall be break-resistant and sealed.
8. Battery shall be maintenance-free, sealed, gel-cell.
9. The Contractor shall test the battery for faulty irregularities and provide documentation to the Project Engineer stating the battery's voltage, and resistance. The battery voltage and resistance shall meet the manufacturer's specifications.

The Solar Power Systems for each site type shall include but are not limited to the following:

- *HAR Flashing Beacons:*
 1. A performance design study shall be conducted and submitted for approval for the proposed solar power system. The solar power system shall be designed on the performance design study.
 2. The solar system shall, at a minimum, operate the flashing beacons continuously at

- full power for at least three (3) days with no sunlight. This must be accomplished without an auxiliary generator or AC power connection.
3. Solar panels shall have a power rating of 80-watts.
 4. The Solar power system shall include a separate aluminum NEMA 3R enclosure to house the battery. This enclosure shall be designed to provide protection from rain, sleet, snow and corrosion.
 - a. The enclosure shall be constructed from 0.125" thick aluminum alloy type 5052- H32.
 - b. The enclosure shall be lockable.
 - c. The enclosure door shall include a EDPM rubber or equivalent closed-cell gasket
- *Type A BDS:*
 1. All solar panels shall be in accordance with UL1703, or equivalent.
 2. The solar cell shall have a minimum power capacity of 30 watts.
 3. The battery shall provide sufficient power for all BDS component operation for a minimum of 168 hours (7 days).
 4. Should solar power be specified with the Type A BDS, the NEMA 4 enclosure shall be sized appropriately for the solar power components.

Performance Design Study. A performance design study shall be conducted where required before the installation of a Solar Power System. The performance design study shall include, but is not limited to:

1. The daily Solar Insulation data averaged on a monthly basis.
2. The correct Tilt Angle for the solar array.
3. The daily Array Output, in Amp-Hours, averaged on a monthly basis.
4. The total Daily Load requirement, in Amp Hours, averaged on a monthly basis.
5. A monthly Loss of Load Probability (LOLP) of the designed power supply.
6. The number of Battery Reserve Days, averaged on a monthly basis.
7. The monthly Average Battery State of Charge.
8. The statistical Interval to Loss of Load, in years.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4113

CODE: (SP)

DATE: 03/23/2022

SUBJECT: Unique Entity ID (SAM) Requirement for Federal Funded Projects

Bidders are advised that the Prime Contractor must register and maintain a current registration in the System for Award Management (<http://sam.gov>) at all times during this project. Upon registration, the Contractor will be assigned a SAM Unique Entity ID.

Bidders are also advised that prior to the award of this contract, they MUST be registered, active, and have no active exclusions in the System for Award Management.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904- NOTICE TO BIDDERS NO. 4303

CODE: (SP)

DATE: 02/07/2013

SUBJECT: Add Option Bidding

Bidders are hereby advised that this project contains Add Option items that will be used to determine the low bidder. Bidders are required to bid the base items (Roadway and/or Bridge Items) and **ALL** Add Options. All options are of the same priority.

Prices for all Add Option items will be added to the base items and the project will be awarded to the bidder that has the lowest total bid (base plus all Add Options) for the project. After the project has been awarded to the lowest bidder and prior to the execution of the contract, the LPA Official will select which, if any, Add Options will be deleted from the contract.

Plan sheets and bid items associated with add options that are not selected should be removed and/or disregarded as part of the contract.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4702

CODE: (SP)

DATE: 11/22/2022

SUBJECT: App for Traffic Control Reports

Bidders are advised that the Department has created a smart phone App for completing and submitting traffic control reports (Form CSD-762) required on this project. The Contractor who monitors traffic control activities and completes traffic control reports will be required to download and use this App when completing and submitting traffic control reports. The reports will then be readily available to all persons who need access to the forms. The App is free and is available for downloading at the following location.

<https://extacctmgmt.mdod.state.ms.us/>

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 5551

CODE: (SP)

DATE: 12/06/2023

SUBJECT: Federal Bridge Formula

Bidders are hereby advised that the latest revision of Federal Highway Administration Publication No. FHWA-HOP-06-105, **BRIDGE FORMULA WEIGHTS**, dated August 2006, is made a part of this contract when applicable.

Prior to the preconstruction conference, the Contractor shall advise the Engineer, in writing, what materials, if any, will be delivered to the jobsite via Interstate route(s).

Copies of the **BRIDGE FORMULA WEIGHTS** publication may be obtained by contacting:

Federal Highway Administration
400 7th Street, SW
Washington, DC 20590
(202) 366-2212

or

https://ops.fhwa.dot.gov/freight/publications/brdg_frm_wghts/

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO NOTICE TO BIDDERS NO. 5605 LPA

DATE: 01/12/2024

The goal is 2% percent for the Disadvantaged Business Enterprise. All Bidders are required to submit Form OCR-481 for all DBEs.

LPA Projects: Delete entire Pre-Bid Meeting Section on page 2.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 – NOTICE TO BIDDERS NO. 5605

CODE: (IS)

DATE: 01/12/2024

SUBJECT: Disadvantaged Business Enterprises in Federal-Aid Highway Construction

DEFINITIONS

For purposes of this provision, the following definitions will apply:

“DOT” means the United States Department of Transportation.

“DBE” means disadvantaged business enterprise.

“MDOT” means the Mississippi Department of Transportation.

“DBE Program” means MDOT’s DBE Program.

This Contract is subject to the “Moving Ahead for Progress in the 21st Century Act (Map-21)” and applicable requirements of 49 C.F.R. part 26. Portions of the Act are set forth in this Notice as applicable to compliance by the contractor and all of the Act, and MDOT’s DBE Program, is incorporated by reference herein.

MDOT has developed a Disadvantaged Business Enterprise Program (“DBE Program”) that is applicable to this Contract and is made a part thereof by reference.

Copies of the DBE Program Manual may be obtained from:

Office of Civil Rights
Mississippi Department of Transportation
P.O. Box 1850
Jackson, Mississippi 39215-1850

or can be found on MDOT’s website at www.mdot.ms.gov under the Business Center under Civil Rights tab.

POLICY

It is the policy of MDOT to provide a level playing field, to foster equal opportunity in all federally assisted contracts, to improve the flexibility of the DBE Program, to reduce the burdens on small businesses, and to achieve the amount of participation that would be obtained in a non-discriminatory marketplace. In doing so, it is the policy of MDOT that there will be no discrimination in the award and performance of federally assisted contracts on the basis of race, color, sex, or national origin.

DBE DIRECTORY

A list of certified DBE contractors can be found on MDOT's website at www.mdot.ms.gov under the Business Center and Project Letting tab. The DBE firm must be certified at the time the project is let and approved by MDOT to count towards meeting the DBE goal.

PRE-BID MEETING

A pre-bid meeting for monthly lettings will be held either in the Commission Room on the 1st floor of MDOT's Administration Building, 401 N. West St., Jackson, MS 39201, or via a teleconference source, at 2:00 p.m. on the Monday immediately preceding the fourth Tuesday. No pre-bid meeting is required for emergency lettings.

This meeting is to inform DBE firms of subcontracting and material supply opportunities. Attendance at this meeting is considered of prime importance in demonstrating good faith efforts to meet the contract goal.

AWARD

Award of this Contract to the lowest bidder will be contingent upon the following conditions:

1. Concurrence with the Federal Highway Administration, when applicable.
2. All bidders must submit to the Office of Civil Rights Form OCR-481 no later than the 3rd business day after opening of the bids to satisfy MDOT or have documented in the bid package that adequate good faith efforts have been made to meet the Contract goal. For any questions regarding Form OCR-481, contact the Office of Civil Rights at 601.359.7466.
3. Bidders must include OCR-485 information with their bid proposal listing all firms that submitted quotes for material supplies or items to be subcontracted. The OCR-485 information must be signed and included with the bid proposal. If the OCR-485 information is not included and signed as part of the bid proposal, the bid will be deemed irregular.

Prior to the start of any Contract work, the bidder must notify the Project Engineer, in writing, of the designated "DBE Liaison Officer" for the project. This notification must be posted on the bulletin board at the project site.

DBE REPORTS

1. OCR-481 is available on MDOT's website at www.mdot.ms.gov under the Civil Rights tab, or by calling 601.359.7466. This form must contain:
 - a. The name and address of each certified DBE contractor and/or supplier; and
 - b. The Reference Number, percent of work to be completed by the DBE subcontractor, and the dollar amount of each item. If a portion of an item is subcontracted, a breakdown of that item, including quantities and unit price, must be attached

detailing what part of the item the DBE firm is to perform and who will perform the remainder of the item.

2. OCR-482: At the conclusion of the project, before the final estimate is paid and the project is closed out, the prime contractor will submit to the Project Engineer Form OCR-482. In this form, the contractor must certify the total amount paid to all DBE contractors/suppliers over the life of the Contract. The Project Engineer will submit the completed Form OCR-482 to the DBE Coordinator in the MDOT Office of Civil Rights. Final acceptance of the project is dependent upon MDOT's Contract Administration Division's receipt of the completed and approved Form OCR-482 as received from the Office of Civil Rights.
3. OCR-483: The Project Engineer or Inspector will complete Form OCR-483, the Commercially Useful Function Performance Report, in accordance with MDOT S.O.P. No. OCR-03-05-02-483. Evaluations reported on this form are used to determine whether or not the DBE firm is performing a commercially useful function. The prime contractor is expected to take corrective action when the report contains any negative evaluations. DBE credit may be disallowed and/or sanctions imposed if it is determined that the DBE firm is not performing a commercially useful function. This form is to be completed and submitted to the DBE Coordinator in the Office of Civil Rights.
4. OCR-484: Each month, the prime contractor will submit to the Project Engineer OCR-484, which certifies payments to all subcontractors and lists all firms to reflect payments made during the estimate period. The prime contractor will submit this form even if they have not paid any money to a firm during the estimate period. The Project Engineer will attach the form to the monthly estimate before forwarding it to MDOT's Contract Administration Division for further processing. Failure of the contractor to submit the OCR-484 form will result in the estimate not being processed and paid.
5. OCR-485: ALL BIDDERS must submit the signed Form OCR-485 with bid proposals of all firms that submitted quotes for material supplies or items to be subcontracted. If the OCR-485 information is not included and signed as part of the bid proposal, the bid will be deemed irregular.
6. OCR-487: The OCR-487 is only used by prime contractors that are certified DBE firms. This form is used in determining the exact percentage of DBE credit for the specified project. The lowest bidder must submit this form to MDOT's Office of Civil Rights with the OCR-481 form. It may also be submitted with the Permission to Subcontract Forms (CAD-720, CAD-725, and CAD-521).

DBE forms may be obtained from the Office of Civil Rights at the MDOT Administration Building, 401 N. West St., Jackson, MS, or at www.mdot.ms.gov under the Civil Rights tab.

CONTRACTOR ASSURANCES

Each contract that MDOT signs with a contractor, and each subcontract that the prime contractor signs with a sub-contractor, must contain the following assurance set forth in 49 C.F.R. § 26.13:

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, sex, or national origin in the performance of this Contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of federally assisted contracts. Failure by the contractor to carry

out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as MDOT deems appropriate.

CONTRACTOR'S OBLIGATION

The contractor and all subcontractors shall take all necessary and reasonable steps to ensure that DBE firms can compete for and participate in the performance of a portion of the work in this Contract and shall not discriminate on the basis of race, color, sex, or national origin. Failure on the part of the contractor to carry out the DBE requirements of the Contract constitutes a material breach of contract and, after proper notification, MDOT may terminate the Contract or take other appropriate action as determined by MDOT.

When a contract has a zero (0) percent goal, the contractor must take all necessary and reasonable steps to ensure that DBE firms can compete for and participate in the performance of the work in the Contract. In this case, all work performed by a certified DBE firm is considered to be a "race neutral" measure and MDOT will receive DBE credit towards the overall State goal when the DBE firm is paid for their work. If the prime contractor is a certified DBE firm, MDOT can receive DBE credit only for the work performed by the prime contractor's work force or any work subcontracted to another DBE firm. Work performed by a non-DBE subcontractor is not eligible for DBE credit.

CONTRACT GOAL

The goal for participation by DBEs is established for the Contract in the attached Supplement. The contractor shall exercise all necessary and reasonable steps to ensure that participation is equal to or exceeds the Contract goal.

If the Contract goal established by MDOT is one (1) percent or greater, it must be met to fulfill the terms of the Contract. The contractor may list DBE subcontractors and items that exceed MDOT's Contract goal, but should any unforeseen problems arise that would prevent a DBE from completing its total commitment percentage, the contractor will meet the terms of the Contract as long as it meets or exceeds MDOT's Contract goal.

All Bidders shall submit to the Office of Civil Rights Form OCR-481, signed by the prime contractor and the DBE subcontractors, no later than the third business day after opening of the bids. Please refer to the "DBE Reports" section of this Notice to Bidders for what information must be contained in the OCR-481 Form.

If the DBE commitment shown on the last bid sheet of the proposal does not equal or exceed the Contract goal, the bidder must submit to MDOT's Contract Administration Division information that shows that adequate good faith efforts have been made to meet the Contract goal. This information must be submitted to MDOT prior to bid opening.

Failure of the lowest bidder to furnish acceptable proof of good faith efforts submitted to MDOT's Contract Administration Division prior to bid opening shall be just cause for rejection of the

proposal. Award may then be made to the next lowest responsive bidder, or the project may be re-advertised. For MDOT's reconsideration process, please see MDOT's DBE Manual.

GOOD FAITH EFFORTS AT THE TIME OF THE BIDDING

For the purposes of the DBE Program, Good Faith Effort means to have made every reasonable effort using, at a minimum, the guidelines outlined below, and any other steps deemed appropriate to initially find and/or replace a DBE to meet the established DBE Goal assigned to a project. Additional guidance can be found in Appendix A to 49 C.F.R. § 26.53(a).

The following factors are illustrative of matters that MDOT will consider in judging whether the bidder has made adequate good faith efforts to satisfy the Contract goal.

1. Whether the bidder attended the pre-bid meeting that was scheduled by MDOT to inform DBEs of subcontracting opportunities;
2. Whether the bidder reached out to the MDOT Office of Civil Rights for assistance;
3. Whether the bidder advertised in general circulation, trade association, and minority-focused media concerning the subcontracting opportunities;
4. Whether the bidder provided written notice to a reasonable number of specific DBEs that their interest in the Contract is being solicited;
5. Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested;
6. Whether the bidder selected portions of the work of the work to be performed by DBEs in order to increase the likelihood of meeting the Contract goal;
7. Whether the bidder provided interested DBEs with adequate information about the plans, specifications, and requirements of the Contract;
8. Whether the bidder negotiated in good faith with interested DBEs and did not reject them as unqualified without sound reasons based on a thorough investigation of their capabilities;
9. Whether the bidder made efforts to assist interested DBEs in obtaining any required bonding or insurance;
10. Whether the bidder has written notification to certified DBE Contractors soliciting subcontracting for items of work in the Contract;
11. Whether the bidder has a statement of why an agreement was not reached; and
12. Proof of written notification to certified DBE Contractors by certified mail that their interest is solicited in subcontracting the work defaulted by the previous DBE or in subcontracting other items of work in the Contract.

The bidder's execution of the signature portion of the proposal shall constitute execution of the following assurance:

The bidder hereby gives assurance pursuant to the applicable requirements of "Moving Ahead for Progress in the 21st Century Act (MAP-21)" and applicable requirements of 49 C.F.R. part 26 that the bidder has made a good faith effort to meet the contract goal for DBE participation for which this proposal is submitted.

In determining whether a bidder made good faith efforts, MDOT will:

1. Scrutinize the documented efforts of the bidder;
2. Review the performance of other bidders in meeting the Contract goal;
3. Require the bidder to submit copies of each DBE and non-DBE subcontractor's quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the Contract to review whether DBE prices were substantially higher; and
4. Contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime contractor.
5. MDOT will not consider standardized (i.e., bulk or generic) mailings to DBEs requesting bids as sufficient to satisfy good faith efforts.
6. MDOT will also not consider a promise to use DBEs after Contract award as responsive to Contract solicitation, nor will it constitute adequate good faith efforts.

GOOD FAITH EFFORTS DURING THE CONTRACT

If a DBE subcontractor cannot perform satisfactorily, or at all, and this causes the OCR-481 commitment to fall below the Contract goal, the contractor must take all necessary and reasonable steps to replace the DBE with another certified DBE subcontractor or submit information to satisfy a good faith effort to MDOT. Contractor must notify the Office of Civil Rights immediately upon determination that the goal may not be achieved.

Information to be submitted to satisfy MDOT may include:

1. Did the prime contractor look at other areas of the Contract to subcontract out to DBEs?
2. Did the prime contractor look for new DBE firms to perform the same line of work?
3. Did the prime contractor identify other DBEs used in the performance of the Contract but that were not reported to MDOT?
4. Did the prime contractor select portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals would be achieved?
5. Did the prime contractor provide interested DBEs with adequate information about the plans, specifications, and requirements of the Contract in a timely manner?
6. Did the prime contractor negotiate in good faith with interested DBEs?
7. Did the prime contractor use good business judgment such as taking into consideration the DBE firm's price and capabilities as compared to non-DBE firms?
8. Did the bidder reject the DBEs as being unqualified without sound reasons?
9. Did the prime contractor make efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or the prime contractor?
10. Did the prime contractor effectively use the services of available the agency's DBE Supportive Services provider or other available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to aid in the recruitment and placement of DBEs?

When a contractor proposes to substitute/replace/terminate a DBE that was originally named on the OCR-481, the contractor must obtain a release, in writing, from the named DBE explaining

why the DBE subcontractor cannot perform the work. A copy of the original DBE's release must be attached to the contractor's written request to substitute/replace/terminate along with an appropriate Subcontract Forms for the substituted/replaced/terminated subcontractor, all of which must be submitted to the Project Engineer for forwarding to the Office of Civil Rights DBE Coordinator for review and approval actions. The replacement DBE must be a DBE who was on MDOT's list of "Certified DBE Contractors" when the job was let, and who is still active.

Under no circumstances may the prime contractor or a subcontractor perform the DBE's work without prior written approval from MDOT.

PARTICIPATION/DBE CREDIT

Participation shall be counted toward meeting the goal in this Contract as follows:

1. If the prime contractor is a certified DBE firm, only the value of the work actually performed by the DBE prime contractor can be counted towards the project goal, along with any work subcontracted to a certified DBE firm.
2. If the contractor is not a DBE, the work subcontracted to a certified DBE contractor will be counted toward the goal.
3. The contractor may count a portion of the total dollar value of a contract with a joint venture eligible under the standards of the provision equal to the percentage of the DBE partner in the joint venture towards the Contract goal.
4. Expenditures to DBEs that perform a commercially useful function may be counted toward the goal. A business is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work and carries out its responsibilities by actually performing, managing, and supervising the work involved.
5. The contractor may count one hundred (100) percent of the expenditures for materials and supplies obtained from certified DBE suppliers and manufacturers that produce goods from raw materials or substantially alters them for resale provided the suppliers and manufacturers assume the actual and contractual responsibility for the provision of the materials and supplies. The contractor may count sixty (60) percent of the expenditures to suppliers that are not manufacturers, provided the supplier performs a commercially useful function in the supply process. Within thirty (30) days after receipt of the materials, the contractor shall furnish to the Project Engineer invoices from the certified supplier whereby the DBE goal can be verified by MDOT's DBE Coordinator.
6. Any work that a certified DBE firm subcontracts or sub-subcontracts to a non-DBE firm will not count towards the DBE goal.
7. Only the dollars actually paid to the DBE firm may be counted towards the DBE goal. The participation of a DBE Firm cannot be counted towards the Prime Contractor's DBE goal until the amount being counted towards the goal has been paid to the DBE.

SANCTIONS

If the prime Contractor fails to fulfill the contract DBE goal commitments on the OCR-481 forms, including administrative errors, and/or is found to have taken actions that are not in compliance

with the MDOT DBE Program and 49 CFR Part 26 , MDOT has the option to enforce any or all combination(s) of the following penalties:

1. Disallowing credit to go towards the DBE goal;
2. Withholding progress estimate payments;
3. Deducting from the final estimate or recovering an amount equal to the unmet portion of the DBE goal, which may include additional monetary penalties as outlined below based on the number of offenses and the severity of the violation, as determined by MDOT:

1st Offense	10% of unmet portion of goal	or	\$7,500 lump sum payment	or	Both
2nd Offense	20% of unmet portion of goal	or	\$15,000 lump sum payment	or	Both
3rd Offense	40% of unmet portion of goal	or	\$25,000 lump sum payment	or	\$25,000 lump sum payment and debarment

4. MDOT may debar the contractor from bidding on MDOT’s federally funded projects for a period of up to twelve (12) months after notification by certified mail.

If the DBE goal is not met due to an administrative error by the contractor, MDOT has the discretion to assess a percentage of the unmet portion of the goal or any combination of the above as sanctions, in an amount that is deemed appropriate by MDOT.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 5750

CODE: (SP)

DATE: 03/19/2024

SUBJECT: Manual on Uniform Traffic Control Devices (MUTCD)

Bidders are advised that any reference to the current edition of the MUTCD or the latest edition of the MUTCD within plans, proposal, or standard specifications means the 2009 Edition and the 3 Revisions thereto.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 5866 LPA

CODE: (SP)

| DATE: 10/28/2015

SUBJECT: Payroll Requirements

Bidders are hereby advised that the Contractor and Subcontractor(s) are required to submit payroll information to the Project Engineers on a weekly basis.

On Federal-Aid Projects, LPA-880, LPA-881 and certified payroll submissions are required each week the Contractor or a Subcontractor performs work on the project. This is addressed in Section IV of Form FHWA-1273.

On State-Funded Projects, LPA-880 is required each week the Contractor or a Subcontractor performs work on the project.

| When no work is performed on either Federal-Aid or State-Funded Projects, the Contractor should only submit LPA-880 showing no work activities.

The Contractor shall make all efforts necessary to submit this information to the Project Engineer in a weekly manner. The Engineer will have the authority to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to submit the required information. Submission of forms and payrolls shall be current through the first full week of the month for the estimate period in order for the Project Engineer to process an estimate.

Bidders are advised to review the requirements regarding payroll submissions in Section 110 of the Standard Specifications.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904- NOTICE TO BIDDERS NO. 6000 LPA

CODE: (SP)

DATE: July 15, 2019

SUBJECT: Traffic Control Personnel Requirements

Bidders are hereby advised that the Contractor's Traffic Control Supervisor, and the LPA's person (LPA staff, or CE&I Consultant) in responsible charge of the traffic control on the project submit to the training requirements set forth in section **618.01.2** of the Mississippi Standard Specifications for Road and Bridge Construction, 2017 edition.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 7011

CODE: (SP)

DATE: 5/14/2021

SUBJECT: Contract Time

PROJECT: _____

The completion of work to be performed by the Contractor for this project will not be a specified date but shall be when all allowable working days are assessed, or any extension thereto as provided in Subsection 108.06.

The Notice of Award will be issued within 60 days of the bid opening date and the effective date of the Notice to Proceed / Beginning of Contract Time Date will be within one to six, 3 typ. months following the Date of the Notice of Execution of Contract Letter. Should the Notice to Proceed / Beginning of Contract Time Date fall within the winter months of December, January, or February the Notice to Proceed/Beginning of Contract time will be March 1st.

The Contractor shall request a Notice to Proceed/Beginning of Contract Time date in writing after receiving the Notice of Execution of Contract Letter and the date requested should be within the one to six, 3 typ. month period following the Date of the Notice of Execution of Contract Letter. The Contractor's written request for Notice to proceed Date should be given a minimum of seven (7) calendar days in advance of the Notice to Proceed requested. Should the Contractor request a Notice to Proceed earlier than stipulated above, and it is agreeable with the LPA for an early Notice to Proceed, the requested date will become the new Notice to Proceed date. Regardless of whether or not an early Notice to Proceed is granted, contract time will start at the original Notice to Proceed date.

of working days Working Days have been allowed for the completion of work for the base phase of on this project.

A Preconstruction Conference as required by Subsection 108.03.2 should be held prior to commencement of any field work by the Contractor.

Any fabrication of needed materials can begin after the contract has been executed and submittals are approved.

Bidders are advised that if add options are present on the Progress Schedule provided within the Contract Documents, that careful consideration be given to the time associated with each add option. If any add options are selected by the LPA to be part of this project the time associated with the add option will be added to the project's contract time. The Contractor will be notified in writing the total Contract time at the time of the project award.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904- NOTICE TO BIDDERS NO. 7200

DATE: 10/20/2017

SUBJECT: Specialty Items

PROJECT: HPP-8750-00(004)LPA / 105845-802000 -- Forrest County

Pursuant to the provisions of Section 108, the following work items are hereby designated as “Specialty Items” for this contract. Bidders are reminded that these items must be subcontracted in order to be considered as specialty items.

Category: Construction Staking

<u>Pay Item</u>	<u>Description</u>
699-A001	Roadway Construction Stakes

Category: Concrete

<u>Pay Item</u>	<u>Description</u>
907-608-D001	Colored Concrete Sidewalk, Scoring Pattern
907-608-D002	Stamped and Colored Concrete Sidewalk, Brick Pattern, Driveway
907-608-D002	Stamped and Colored Concrete Sidewalk, Brick Pattern
907-809-A001	Retaining Wall System

Category: Electrical

<u>Pay Item</u>	<u>Description</u>
907-632-C001	Modify Existing Traffic Signal Cabinet Assembly
907-634-A545	Traffic Signal Equipment Pole, Type VI, 8' Shaft
907-634-C001	Pole Foundations, Class “B” Concrete
635-A076	Traffic Signal Head, Type 6
907-645-B001	Accessible Pedestrian Detection Assembly
682-F001	Secondary Power Controller
L00016: 683-B500	Lighting Assembly, Low Mast, LED Type
907-684-PP001	Pole Foundation, Per Plans

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 8500 LPA

CODE: (SP)

DATE: 12/18/2020

SUBJECT: Allowable Density Deviations on Non-Roadway Facilities

Bidders are advised that the Engineer may, at his discretion, allow minor deviations in density requirements, not more than five percent (5%), from the specified test values per the following equation:

$$\text{Minimum allowable density} = \text{specified minimum density} - \text{allowable deviation}$$

As an example, a new asphalt bike trail with a specified minimum asphalt density of 93% of maximum density and an allowed deviation of 5%, the in-place density at full pay could be 88% of maximum density.

This deviation shall only be allowed for items of work characterized as pedestrian facilities, such as Pedestrian Pathways, Bike Trails, and Multi-use Pathways, which are not part of the roadway structure.

Before allowable deviations are accepted, the Contractor shall have demonstrated during performance of the work and documented prior to payment of each monthly estimate for the work, good faith efforts to meet the original contract requirements. This documentation shall be presented in a manner acceptable to the Engineer. Any such acceptance will not relieve the Contractor from responsibility for maintenance of the work, until the release of maintenance.

If the deviation in density from the specified test values for the work exceeds five percent (5%), the work shall be removed and replaced by the Contractor at no expense to the LPA, their Consultant, MDOT, or FHWA.

"General Decision Number: MS20240131 02/23/2024

Superseded General Decision Number: MS20230131

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 \$17.20 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 2024.
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 \$12.90 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 2024.

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	Publication Date
0	01/05/2024
1	02/23/2024

* 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
LABORER: Grade Checker.....	\$ 14.82 **	0.00
LABORER: Luteman.....	\$ 12.88 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.57 **	0.00
LABORER: Pipelayer.....	\$ 14.50 **	0.00
LABORER: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 12.17 **	0.00
OPERATOR: Asphalt Spreader.....	\$ 14.71 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.20 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 11.86 **	0.00
OPERATOR: Broom/Sweeper.....	\$ 10.94 **	0.00
OPERATOR: Bulldozer.....	\$ 13.99 **	0.00
OPERATOR: Concrete Saw.....	\$ 13.93 **	0.00
OPERATOR: Crane.....	\$ 14.80 **	0.00
OPERATOR: Distributor.....	\$ 11.46 **	0.00
OPERATOR: Grader/Blade.....	\$ 16.09 **	0.00
OPERATOR: Loader.....	\$ 13.99 **	0.00

OPERATOR: Mechanic.....	\$ 13.00 **	0.00
OPERATOR: Milling Machine.....	\$ 16.96 **	0.00
OPERATOR: Oiler.....	\$ 12.22 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 11.56 **	0.00
OPERATOR: Roller (All Types)....	\$ 12.17 **	0.00
OPERATOR: Scraper.....	\$ 14.00 **	0.00
OPERATOR: Tractor.....	\$ 12.00 **	0.00
SURVEYOR (Staking, Marking and Brush Clearing).....	\$ 11.56 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.72 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 14.18 **	0.00
TRUCK DRIVER: Mechanic.....	\$ 12.31 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 17.08 **	0.00
TRUCK DRIVER: Dump Truck (All Types).....	\$ 11.58 **	0.00
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 14.36 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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 ** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). 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 classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010

08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

SUPPLEMENT TO FORM FHWA-1273

DATE: 10/06/2023

SUBJECT: Federal Contract Provisions for Subcontracts

Federal Contract Provisions for Subcontracts

All subcontracts shall be in writing and contain all pertinent provisions and requirements of the prime contract.

Each “Request for Permission to Subcontract” (Mississippi Department of Transportation LPA Form RSP-1) shall include a copy of the subcontract. The federal contract provisions (FHWA-1273, SUPPLEMENT TO FORM FHWA-1273, NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246), DAVIS-BACON AND RELATED ACT PROVISIONS (WAGE RATES)) must be physically incorporated as part of the subcontract. A completed Mississippi Department of Transportation LPA Form NRAA-1 and LPA Form SCC-1 must be attached to the LPA Form RSP-1.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 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, 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.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to DBAconformance@dol.gov. 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.

(4) 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 will, by email to DBAconformance@dol.gov, 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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 [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor 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 [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with 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 (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with 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. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goal for female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work, is 6.9%.

Until further notice	Goals for minority participation for each trade (percent)
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SHSA Cities:

Pascagoula - Moss Point -----	16.9
Biloxi - Gulfport -----	19.2
Jackson -----	30.3

SMSA Counties:

Desoto -----	32.3
Hancock, Harrison, Stone-----	19.2
Hinds, Rankin-----	30.3
Jackson -----	16.9

Non-SMSA Counties:

George, Greene-----	26.4
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Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Clay, Coahoma, Grenada, Itawamba, Lafayette, Lee, Leflore, Marshall, Monroe, Montgomery, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Washington, Webster, Yalobusha -----	26.5
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Attala, Choctaw, Claiborne, Clarke, Copiah, Covington, Franklin, Holmes, Humphreys, Issaquena, Jasper, Jefferson, Jefferson Davis, Jones Kemper, Lauderdale, Lawrence, Leake, Lincoln, Lowndes, Madison, Neshoba, Newton, Noxubee, Oktibbeha, Scott, Sharkey, Simpson, Smith, Warren, Wayne, Winston, Yazoo-----	32.0
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Forrest, Lamar, Marion, Pearl River, Perry, Pike, Walthall-----	27.7
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Adams, Amite, Wilkinson -----	30.4
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These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 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 60-4.2(d). Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is to the county and city (if any), stated in the advertisement.

5. The notification required in Paragraph 3 shall be addressed to the following:

Contract Compliance Officer
Mississippi Department of Transportation
P.O. Box 1850
Jackson, Mississippi 39215-1850

(12/04/2018)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-101-1

CODE: (IS)

DATE: 07/20/2023

SUBJECT: Definitions and Terms

Section 101, Definitions and Terms, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-101.01--Abbreviations. After the abbreviation API on page 1, add the following.

APL Approved Products List

Replace the abbreviation for AWPA on page 1 with the following.

AWPA American Wood Protection Association

907-101.02--Definitions. Delete the sentence after the list of holidays in Subsection 101.02 on page 6 under **holidays, legal**, and substitute the following.

When a legal holiday falls on a Saturday or Sunday, the succeeding Monday, or as proclaimed by the Governor, will be observed as a legal holiday.

Delete the definition for Notice to Proceed in Subsection 101.02 on page 8, and substitute the following.

Notice to Proceed - Written notice to the Contractor to proceed with the contract work.

Delete the definition for “Plans” in Subsection 101.02 on page 8, and substitute the following.

plans - The approved plans, profiles, typical cross-sections, working drawings and supplemental drawings, or exact reproduction thereof, that show the location, character, dimensions, and details of the work to be done. The plans may also include electronic files, referred to on the plans as Electronic Files Identified as Plans, which may include engineering models, spreadsheets, CADD files or other electronic files used to convey design intent. When the contract does not have an official set of plans, reference to the plans shall mean the contract documents.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-102-4 LPA

CODE: (SP)

DATE: 06/30/2017

SUBJECT: Bidding Requirements and Conditions

Subsection 102.06--Preparation of Proposal. Delete the first, second, third and fourth paragraphs of Subsection 102.06 on page 15 and substitute the following:

The bidder's complete original proposal shall be submitted upon the forms furnished by the Department and shall enter in a unit price and extension in the appropriate columns for each bid item exclusive of those items for which a fixed contract unit price and the extension are shown. Lump sum bid items are to be bid as an item total only since a unit price is not required. The bidder shall also enter where indicated the subtotal amount for each of the various divisions and the total amount of the proposal which shall also include the extensions of the items with a fixed contract unit price. In case of discrepancy between a unit price and the extension, the unit price will govern and the extension along with the total amount of the proposal will be corrected. All figures shall be in ink or typed.

Delete the first sentence of the ninth paragraph and add the following:

The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation; or by an agent of the Contractor legally qualified to bind the Contractor and acceptable to the State.

Subsection 102.08--Proposal Guaranty. Delete the two paragraphs in Subsection 102.08 on page 17 and substitute the following:

No proposal will be considered unless accompanied by certified check, cashier's check or bid bond, made payable to the LPA listed in the contract, in an amount of not less than five percent (5%) of the total amount of the proposal offered. The guaranty shall be evidence of good faith that, if awarded the contract, the bidder will execute the contract and give performance and payment contract bond(s) as stipulated in Subsection 103.05.1, 103.05.2, and as required by law.

If a bid bond is offered as guaranty, the bond must be on a form approved by the Chief LPA Official, made by a Surety acceptable to the Chief LPA Official and signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent and the Bidder. Such bid bond shall also conform to the requirements and conditions stipulated in Subsection 103.05.2 as applicable.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-105-2

CODE: (IS)

DATE: 07/20/2023

SUBJECT: Control of Work

Section 105, Control of Work, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-105.01--Authority of the Engineer. Delete the first sentence of the second paragraph of Subsection 105.01 on page 31, and substitute the following.

The Engineer has the right to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to correct conditions unsafe for workmen or the general public, for failure to carry out provisions of the Contract, or for failure to carry out orders.

907-105.02--Plans and Working Drawings. Delete the first paragraph of Subsection 105.02 on page 31, and substitute the following.

After the contract is executed by the Executive Director, the Contractor will receive, free of charge, two bound copies of the proposal and contract documents (one executed and one blank) two full scale copies of the plans, five half-scale copies of the Plans, and Electronic Files Identified as Plans. The Contractor shall have one copy of the proposal and contract documents and one half-scale copy of the plans available at all times during work activity on the project.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-106-2

CODE: (IS)

DATE: 09/24/2024

SUBJECT: Control of Materials

Section 106, Control of Materials, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

After Subsection 106.13 on page 47, add the following.

907-106.14--Buy America Materials Sourcing Requirements for Federal-Aid Projects. The “Infrastructure Investment and Jobs Act” (the “Act”), or Bipartisan Infrastructure Law (BIL), was enacted on November 15, 2021 (See Public Law No. 117-58, Sections 70901-70953). The Buy America provisions of the Act expand the previous Buy America requirements beyond what is currently required for steel and iron products.

Any steel and iron materials per Subsection 700.01 or construction materials per Subsection 907-700.01.1, that are used for a Federal-Aid highway construction project, shall be domestically manufactured (as further described in Subsection 700.01) and compliant with current requirements of the Act, as implemented in 2 CFR 184, 2 CFR 200.322, and OMB 24-02 Memo and related requirements therein.

As determined by the Department within the contract prior to award, all products and/or materials will only be classified under one of the following categories: Steel and Iron, Manufactured Products, and Construction Materials. It is the Prime Contractor’s responsibility to ensure all submittals required for Buy America are submitted to the Project Engineer prior to the products and/or materials being incorporated into the work.

The following items require Buy America Certification on Federal-Aid projects:

- (a) Steel and Iron
- (b) Construction Materials

A list of items that require Buy America Certification may be viewed at www.goMDOT.com under Business Center → Engineering Standards/Guides/Manuals → Construction Materials.

Items classified as a Manufactured Product that do not include steel and iron components do not require a Buy America Certification on a Federal-Aid project. Manufactured Products are currently exempted under the 1983 waiver from FHWA. Manufactured Products are determined by the Department’s Materials Division.

To be considered a Manufactured Product, an item shall meet one of the following requirements:

- (a) The item consists of two or more of the listed construction materials that have been combined through a manufacturing process.
- (b) The item consists of at least one of the listed construction materials that has been combined through a manufacturing process with a material that is not listed as a construction material.

Buy America provisions do not apply to temporarily used items that (1) are specified to be removed at the end of the project per the contract provisions or (2) are specified to remain in place per the contract provisions and are also documented by the Department in the contract provisions to be removed in a subsequent imminent, near-term phased project.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-108-4

CODE: (SP)

DATE: 10/07/2020

SUBJECT: Subletting of Contract

Section 108, Prosecution and Progress, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-108.01--Subletting of Contract.

907-108.01.1--General. Delete the third sentence of the tenth paragraph of Subsection 108.01.1 on the bottom of page 72.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-109-5

CODE: (IS)

DATE: 11/14/2023

SUBJECT: Measurement and Payment

Section 109, Measurement and Payment, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-109.01--Measurement of Quantities. Delete the sixth full paragraph of Subsection 109.01 on page 88, and substitute the following.

If appropriate based on the specific circumstances of the project, the Contractor may request that material specified to be measured by the cubic yard or ton be converted to the other measure. The Contractor must submit this request to the Engineer. The Engineer will provide an approval or denial in writing. The decision is in the sole discretion of the Engineer. If approved, factors for this conversion will be determined by the District Materials Engineer and agreed to by the Contractor. The conversion of the materials along with the conversion factor will be incorporated into the Contract by supplemental agreement. The supplemental agreement must be executed before such method of measurement is used.

907-109.04--Extra Work.

907-109.04.1--Supplemental Agreement. Delete the second paragraph of Subsection 109.04.1 on page 90.

907-109.04.2--Force Account Agreement. Delete the last sentence of subparagraph (c) in Subsection 109.04.2 on page 91, and substitute the following.

An amount will be added equal to fifteen percent (15%) of the sum thereof, excluding sales tax.

Delete subparagraph (d) in Subsection 109.04.2 on pages 91 & 92, and substitute the following.

- (d) **Equipment.** Equipment used for force account work shall be of sufficient size and type necessary to perform the required work in an economic and expeditious manner. The Contractor must provide the manufacturer, make, model, year, type of fuel and other necessary information to determine proper hourly payment rates. Subject to advance approval of the Engineer, actual transportation cost for a distance of not more than 200 miles will be reimbursed for equipment not already on the project.

For equipment authorized by the Engineer for use on the force account work, the Engineer will use the equipment rental rates from the “*Rental Rate Blue Book*” as published on the Equipment Watch website www.equipmentwatch.com for the time period the force account work is authorized to determine payment to the Contractor. The maximum allowable rates

are determined as follows:

1. The hourly equipment rate will equal the FHWA total hourly rate. This rate takes into account adjustment factors for age and region.
2. The hourly estimated operating costs have been included in the FHWA total hourly rate.
3. The idle and standby rates shall be as listed in the "*Rental Rate Blue Book*" as reported by *Equipment Watch*.
4. These rates include the basic machine plus any necessary attachments.

Standby rates shall apply when equipment is not in operation and is approved by the Engineer to standby for later use to complete the work. Idle rates shall apply to equipment located on the project and the engine is burning fuel but no ground engaging or other components are actively engaged in meaningful work. In general, idle or standby rates shall apply when equipment is not in use, but will be needed again to complete the work and the cost of moving the equipment will exceed the accumulated standby cost. If the idle standby cost should exceed the equipment moving cost to or from the work site, the Contractor will be entitled to the moving cost only. Idle or standby rates will be used under the following conditions:

1. The equipment is totally dedicated to the force account work and not used intermittently on other work.
2. Idle or standby cost will be considered only after equipment has been operated on force account work.
3. The sum of idle or standby time and operating time shall not exceed eight (8) hours per day or 40 hours in a week.
4. Idle or standby payment will not apply to days not normally considered to be work days such as holidays, weekends, or days of inclement weather when no other work is taking place.

The Department will not pay for idle or standby time when equipment is inoperable, for time spent repairing equipment, or for the time elapsed after the Engineer has advised the Contractor that the equipment is no longer needed. The Department will determine if it will be more cost effective to pay standby time on approved equipment on site or for multiple mobilizations.

If equipment is needed, which is not included in the *Rental Rate Blue Book* as reported by *Equipment Watch*, the Department and Contractor will agree upon reasonable rental rates in writing before the equipment is used.

All equipment shall be subject to approval from day to day in accordance with the requirements of Subsection 108.05.

907-109.06--Partial Payment.

907-109.06.2--Advancement on Materials.

Delete the next to last paragraph of Subsection 109.06.2 on page 95, and substitute the following.

Materials for which an advanced payment has been allowed must be paid for by the Contractor within 30 days of the estimate on which the advanced payment was first allowed and proof of said payment must be verified by the supplier. If proof of payment is not furnished within the allowable 30 days, the advanced payment will be deducted on subsequent current estimates until such time that proof of payment is furnished.

907-109.07--Changes in Material Costs. After the fifth paragraph of Subsection 109.07 on page 96, change the web address to the following.

https://mdot.ms.gov/portal/current_letting

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-234-1

CODE: (SP)

DATE: 10/13/2021

SUBJECT: Silt Fence

Section 234, Silt Fence, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-234.02--Materials. Delete the first paragraph of Subsection 234.02 on page 181, and substitute the following.

Materials used in silt fence and super silt fence may be accepted by certification per Subsection 700.05.1. Geotextile fabric, posts, staples and woven wire backing, when required, shall meet the requirements of Subsection 714.13.

907-234.05--Basis of Payment. Add the “907” prefix to the pay items listed on page 183.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-608-2

CODE: (IS)

DATE: 11/12/2019

SUBJECT: Detectable Warning Panels

Section 608, Concrete Sidewalks, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as hereby amended as follows.

907-608.02--Materials. Delete the fourth paragraph of Subsection 608.02 on page 414, and substitute the following.

Detectable warning panels for Americans with Disabilities Act (ADA) compliance shall meet the requirements of the plans, standard specifications, contract documents, and AASHTO M 333. The panels shall be precast, modular, or prefabricated.

907-608.04--Method of Measurement. Delete the first paragraph of Subsection 608.04 on page 416, and substitute the following.

Concrete sidewalks of the type specified will be measured for payment by the square yard. Transition slopes, turning space, and ramps necessary for detectable warning panels will be measured as concrete sidewalk.

907-608.05--Basis of Payment. Add the following to the list of pay items in Subsection 608.05 on page 416.

907-608-C: Detectable Warning Panels per square foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-618-12

CODE: (SP)

DATE: 05/03/2024

SUBJECT: Traffic Control Management

Section 618, Maintenance of Traffic and Traffic Control Plan, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-618.01--Description.

907-618.01.2--Traffic Control Management. Delete subparagraph (g) of Subsection 618.01.2 on page 441, and substitute the following.

- g) Perform a minimum of once-a-week inspections from the Notice to Proceed until a Partial or Final Maintenance Release is obtained. Once work begins, daily daytime inspections and weekly nighttime inspections are required on projects with predominantly daytime work, and daily nighttime inspections and weekly daytime inspections are required on projects with predominantly nighttime work. Weekly inspections will be allowed for periods outside of active construction. When lane closures are present or any non-fixed signs or traffic handling devices such as cones or barrels are in place, inspections shall be performed daily whether work is being performed or not.

907-618.05--Basis of Payment. Delete pay item 618-A on page 449 and substitute the following.

907-618-A: Maintenance of Traffic

- lump sum

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-632-1

CODE: (IS)

DATE: 11/15/2017

SUBJECT: Traffic Signal Cabinet Assemblies

Section 632, Traffic Signal Cabinet Assemblies, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

Delete Section 632 on pages 517 thru 538, and substitute the following.

SECTION 907-632 - TRAFFIC SIGNAL CABINET ASSEMBLIES

907-632.01--Description. This work consists of furnishing, assembling, configuring and installing all component materials and software required to form completed traffic signal controller assemblies, closed loop master controller assemblies and signal system installation of the types specified, in conformity with these specifications, to ensure fully operational traffic signal installations as shown on the plans.

907-632.02--Materials.

907-632.02.1--Cabinet Assembly. Cabinet Assemblies shall meet the NEMA 3R requirements and be constructed principally of 0.125-inch thick, 5052-H32 aluminum. The aluminum shall have a mill finish per NEMA TS 2 7.7.3. Intermittent welds may be used for construction and any unwelded cabinet seams shall be sealed with clear RTV silicone. All external fasteners shall be stainless steel and no holes will be allowed in top of cabinet.

The door handles shall be stainless steel or cast aluminum. Door hinges shall be of the continuous type with a stainless steel hinge pin. Rivets are not be used to attach the hinge. The main door stop rod shall be constructed using stainless steel. The door stop mechanism shall be adjustable and capable of being securely latched in multiple opened positions including 90 degrees and a maximum of 120 degrees. The brackets attaching the stop rod to the door and cabinet shall be aluminum and welded in place. The main door cylinder lock shall be a #2 key type lock. Two (2) traffic industry standard No. 2 keys shall be provided with each cabinet and shall be made using heavy duty key blanks.

Extruded aluminum channels permanently attached to the right and left cabinet sides shall be provided for attaching adjustable shelving and mounting of other component panels. The cabinet shall have two (2) shelves installed. Both shelves shall be provided with the front edge pre-drilled with 0.25-inch holes located twelve (12) inches apart.

907-632.02.2--Physical Features.

907-632.02.2.1--Pull Out Drawer. A pull out drawer shall be installed and centered under the

bottom shelf. The drawer shall be made of 0.080-inch thick, 5052-H32 aluminum and come out on full extension drawer slides. The pull out drawer shall provide an approximate 16-inch x 14-inch working area and have the ability to bear a constant 25 pound burden. There shall be a compartment for document storage. The lid shall be hinged at the rear, to gain access to the storage area. The drawer will be used to store documents as well as support a notebook computer. The drawer slides shall be of the full extension ball bearing type. Dimensions of the drawer shall be large enough to support a notebook computer and a drawer of sufficient size to hold at least two (2) copies of the cabinet drawings and other related cabinet documentation. The surface of the lid shall have a non-slip surface.

907-632.02.2.2--Cabinet Lighting. Cabinets shall be provided with a minimum of two (2) white light LED modules. One (1) lighting module shall be installed along the front top section of the cabinet and the second lighting module shall be installed underneath the bottom cabinet shelf in such a location as to provide direct lighting of the load bay area of the cabinet but must not interfere with the cabinet drawer operation.

Both LED lighting modules shall be controlled by a NEMA rated, commercial quality, pushbutton door switch. The cabinet lighting shall turn on when the cabinet main door is opened and shall turn off when the main door is closed or an ON/OFF NEMA rated, commercial quality, toggle switch mounted on the inside cabinet door service panel shall be provided to turn both LED lighting modules on or off.

907-632.02.2.3--Police Panel Switches. Police panel switches shall be provided with all controller cabinets. All switches shall be hard wired and labeled as to their function.

NORMAL-FLASH: When this switch is in the FLASH position, all signal indications shall transfer to the flashing mode. AC power shall be removed from the load switches when the signal indications transfer to the flashing mode.

The controller unit shall operate in accordance with appropriate specifications during the flashing mode. When the switch is placed in the NORMAL position, transfer from the flash mode to normal operation shall be made in accordance with uniform code flash requirements.

SIGNAL ON-OFF: AC power shall be removed from the signal heads and the intersection will become dark when this switch is in the OFF position.

MANUAL CONTROL ON-OFF: When this switch is in the ON position, a logic ground shall be applied to the manual control enable input of the controller unit.

INTERVAL ADVANCE INPUT JACK: A manual jack shall be installed on the police panel. The jack shall inter-mate with a 3-circuit, 1/4-inch diameter phone plug. The tip and ring (middle) circuits of the jack shall be connected to the logic ground and the interval advance inputs of the controller unit. When the manual hand cord is plugged into the jack and the pushbutton is pressed, logic ground shall be connected to the interval advance input of the controller unit.

When specified in the contract documents, an interval advance cord shall be provided. The cord

shall have a minimum length of three (3) feet. It shall have a ¼-inch diameter, three circuit plug connected to one end and a manual pushbutton enclosed in a hand-held enclosure at the other end. A complete cycle (push-release) of the manual pushbutton shall terminate the controller unit interval which is active except the vehicular yellow and red clearance intervals. Cycling the pushbutton during the vehicular yellow or all red clearance intervals shall not terminate the timing of those intervals.

907-632.02.2.4--Service Panel Switches. Service panel switches shall be hard wired and clearly labeled to identify as to their functions. Service panel switches shall be mounted on the service panel located on the inside of the main cabinet door. Alternate switch locations may be described in the plans or contract documents but final switch design and location shall be approved by the Engineer prior to cabinet fabrication.

NORMAL-FLASH: When this switch is in the FLASH position, all signal indications shall transfer to the flashing mode. AC power shall be removed from the load switches when the signal indications transfer to the flashing mode.

The controller unit shall operate in accordance with appropriate specifications during the flashing mode. When the switch is placed in the NORMAL position transfer from the flash mode to normal operation shall be made in accordance with uniform code flash requirements.

CONTROLLER ON-OFF: When this switch is in the OFF position, AC power shall be removed from the controller. When this switch is returned to the ON position, the controller unit shall perform normal start up functions and resume normal operation in accordance with the applicable specification.

STOP TIME-RUN-NORMAL: A 3-position manual switch shall be provided which places the controller into Stop Time mode manually or through remote input.

VEHICLE DETECTORS: A 3-position switch shall be provided for each vehicle and pedestrian detector circuit. All switches shall be located on a panel mounted on the inside of the main cabinet door. The switch panel shall be labeled CALL SWITCH. Labeling of phase number and intended function (vehicles or pedestrian calls) shall be provided for each switch.

The vehicle detector switch functions are defined as follows:

Locked Call	Call is continually placed into the controller unit.
Off (center)	Vehicle detector is connected to the controller unit vehicle detector input, i.e. normal detector operation.
Momentary Call	Call is continuous as long as the switch is manually held in this position.

907-632.02.2.5--Police and Service Panel Locations. The police and service panels shall be constructed of 5052-H32 0.125-inch thick aluminum.

The police panel shall be located behind the police door which is enclosed within the main door.

The police door shall be hinged and provided with a neoprene gasket seal. Access to any portion or equipment contained behind the main cabinet door shall not be accessible through any part of the police panel. The police panel shall be of appropriate dimensions to accommodate all switch or devices described within this specification, the plans or contract document. The police door shall be provided with a treasury #2 key type lock and two (2) keys for the police door lock shall be provided with each cabinet.

The service panel shall be mounted on the inside portion of the main cabinet door, adjacent to the back side of the police panel or on the left hand side of the cabinet.

907-632.02.2.6--Cabinet Ventilation. Cabinets shall be vented to allow dissipation of the heat generated by the equipment contained within. All cabinets shall have a thermostatically controlled exhaust fan located at the top of the cabinet that is capable of 100 cubic feet per minute air displacement. The thermostat shall be mounted on the inside top of the cabinet and shall have a nominal temperature range from 80°F to 170°F.

The intake vent shall be louvered or equivalent design to prevent rain infiltration. The vent area will be located along the bottom portion of the cabinet door. A 16-inch x 12-inch x 1-inch disposable pleated air filter shall be provided on the inside portion of the cabinet and shall fully cover the vent area.

907-632.02.2.7--Air Filter Assembly. Air filters shall be one piece and shall be held firmly in place against the cabinet door in order to prevent dust from bypassing the perimeter of the filter and shall fully cover the vent area. Wing nuts or thumbscrews are preferred. Air filter shall be a 16-inch x 12-inch x 1-inch disposable pleated filter.

907-632.02.2.8--Cabinet Sizes.

907-632.02.2.8.1--Type I Cabinet. A Type I cabinet, 51"H x 30"W x 18"D, may be used for both pole and base mounted cabinets that require a maximum eight (8) position load bay. Pole mounted cabinets do not require rear access.

907-632.02.2.8.2--Type II Cabinet. A Type II cabinet, 51"H x 36"W x 18"D, may be used for both pole and base mounted cabinets that require a maximum twelve (12) position load bay. Pole mounted cabinets do not require rear access.

907-632.02.2.8.3--Type III Cabinet. A Type III cabinet, 56"H x 44"W x 27"D, shall be used for base mount installations and shall require a sixteen (16) position load bay and rear access door.

907-632.02.2.8.4--Type IV Cabinet. A Type IV dual chamber cabinet, 56"H x 57"W x 29"D, shall be used for base mount installations and shall require a sixteen (16) position load bay, rear access door, and external generator plug. When called for in the plans, a UPS shall be housed inside this cabinet.

907-632.02.2.8.5--Type V Cabinet. A Type V cabinet, 77"H x 44"W x 27"D, shall be used for base mount installations and shall require a sixteen (16) position load bay and rear access door.

907-632.02.3--Power Distribution Panel. The power panel shall be wired to provide the necessary power to all equipment. It shall be manufactured from 0.125-inch thick, 5052- H32 aluminum. The power panel shall house the following components: Main Breaker, Auxiliary Breakers, and Terminal Block. The panel shall be of such design so as to allow a technician to easily access the main and auxiliary breakers.

A 3-position terminal block with a removable insulated cover accepting up to AWG #4 stranded wire shall be supplied for accepting only the incoming power lines. This terminal block shall be in advance of and supply only the 30-amp main breaker, 10-amp and 5-amp Auxiliary breakers, AC neutral buss and earth ground buss.

907-632.02.3.1--Ground and Neutral Busbars. Cabinet grounding shall meet the requirements set forth in Subsection 722.09 for grounding and ground rods. A solid copper ground busbar shall be mounted on the side of the cabinet wall adjacent to the power panel for the connection of chassis ground wires. If more than one (1) ground busbar is used in a cabinet, a minimum of an AWG #6 copper wire shall be used to bond them.

The copper ground busbar shall have a minimum of thirteen (13) connector points, each capable of securing at least one (1) AWG #6 conductor.

A solid copper neutral busbar shall be mounted on the side of the cabinet wall adjacent to the power panel for the connection of AC neutral wires.

The copper neutral busbar shall have a minimum of thirteen (13) connector points, each capable of securing at least one (1) AWG #6 conductor.

907-632.02.3.2--Terminal Strips. Conductors shall be terminated on terminal strips with insulated terminal lugs. When two (2) or more conductors are terminated on field wiring terminal strip screws, a terminal ring lug shall be used for termination of those conductors. The voltage and current rating of terminal strips shall be greater than the voltage and current rating of the wire which is terminated on the terminal strip.

907-632.02.3.3--Cabinet Receptacles. A 3-wire 115 Volt AC (15A) Ground Fault Circuit Interrupt (GFCI) duplex receptacle shall be provided in the cabinet for maintenance use. It shall be securely mounted near the bottom right side of the cabinet and easily accessible.

Two (2) 3-wire 115 Volt AC (15A) non-GFCI protected outlets shall be installed, one on each side of the cabinet. These two (2) outlets are used for communication or other auxiliary equipment.

907-632.02.3.4--Operating Line Voltage. All equipment shall be designed to operate from a 120 volt, 60 cycle AC supply. Operation shall be satisfactory at voltages from 105 volts to 130 volts. All operating voltages into and out of the controller shall be NEMA level DC voltages except for the controller AC power source (Connector A, Pin p – AC-Control and Pin U – AC Common).

907-632.02.3.5--Circuit Breakers. Circuit breakers shall meet the requirements set forth in

Subsection 722.07. A 30-amp main breaker, with a minimum of 10,000 amp interrupting capacity, shall be provided for all cabinets to supply power to the controller, MMU, signals, and rack power supply.

Two (2) auxiliary breakers shall be provided. The first breaker, 10-amp, shall supply power to the fan, light, GFCI utility receptacle and two (2) auxiliary standard receptacles. The second breaker, 5-amp, shall be installed to supply power for the Controller Unit and MMU2. The above circuit breakers line side shall be jumpered together and will be fed from an external main circuit. A third 5-amp breaker shall be required if an ITS camera panel is called for in the plans.

907-632.02.3.6--Main Line Arrestors. Surge protection shall be provided that meets the requirements set forth in Subsection 722.12. A main line arrestor shall be provided to reduce the effects of voltage transients on the AC power line. It shall be installed after the circuit breaker. The main line arrestor shall be sufficient to protect all equipment and devices as per the plans and the following minimum specifications.

- Multi-stage Hybrid Design
- Series induction filtering
- Thermally protected Metal Oxide Varistors (TMOV's)
- Operating Voltage: 120 VAC
- Clamping Voltage: 395 VAC
- Operating Current: 15 A
- Peak Surge Current: 50 kA/Mode, 100 kA/Phase
- Operating Frequency: 47-63Hz
- EMI Attenuation: 40 dB Typ
- SPD Technology: TMOV's w/ W-C Filter
- Modes of Protection: L-N, L-G, N-G
- Status Indication: Power On & TMOV's Functional
- Connection Type: ¼-20 Stainless Steel Stud
- Operating Temperature: -40°F to +185°F

907-632.02.3.7--Solid State Main Line Relay (SSR). A normally-open, 75-amp, hybrid SSR shall be provided on the power distribution panel. The relay shall include a LED indicator to verify circuit power.

907-632.02.4--Terminal Facilities Board. The Terminal Facility shall be a hardwired load bay for NEMA TS 2 Type 1 actuated controllers. The load bay shall include either eight (8), twelve (12) or sixteen (16) load switch positions, as specified by the plans, and shall be centered along the back of the cabinet below the bottom shelf.

All wires terminated behind the backboard, as well as any additional panels, shall be soldered. No pressure or solderless connectors shall be used, unless they are soldered to the wire and tab after connection.

907-632.02.4.1--Load Switches and Flashers. Solid State Load Switches, compatible with low

wattage LED signals, shall be provided for the sequence called for on the plans. The load switch sockets shall be wired for triple-signal load switches conforming to NEMA TS 1-1994 and NEMA TS 2-2003 requirements.

The flasher socket shall be wired for and provided with a Type 3, two (2) circuit Solid State Flasher conforming to NEMA TS 1-1994 and NEMA TS 2-2003 requirements. It shall be possible to flash either the amber or red indication on any load switch outputs. It shall be possible to easily change the flash indication from the front side of the panel using readily available tools such as a screwdriver. A nominal flash rate of 50 to 60 FPM shall be provided. Flash rate shall be stable when used with generators or inverters.

Support(s) shall be provided to support the Flasher and Load Switches at some point approximately half of the total length from the panel surface. Sufficient area beneath the Load Switch or Flasher shall be clear in order to allow for free flow of air across the Load Switches or Flasher. Load Switches and Flashers must be provided with LED indicator lights on the side facing the cabinet door.

907-632.02.4.2--Flash Transfer Relay. All flash transfer relays, as a minimum, shall meet NEMA TS 1 requirements. The number of relays that shall be supplied with each cabinet shall accommodate the number of signal phases as indicated in the project plans. The coil of the flash transfer relay must be de-energized for flash operation.

907-632.02.5--Cabinet Wiring. Controller cabinets shall be wired in accordance with the signal phasing plans. If phases are indicated as omitted for future use, or if phases are not shown to be used in the plans, the cabinet shall be wired for use of the phases shown as future or unused. Load Switches shall not be provided for future or unused phases.

Wiring in the cabinets shall conform to the requirements of the National Electrical Code (NEC) and all of these specifications. All conductors in the cabinet shall be stranded copper. All wiring shall be laced. All wiring shall be in accordance as specified by Section 636 and Subsection 722.03 for Electric Cable and IMSA Specification 19 and/or 20 for Signal Wiring.

Connector harnesses for controller, conflict monitor, vehicle detectors, and accessory equipment (including NEMA defined Card Rack with power supply and pre-wired optical detection slots) shall be provided and wired into the cabinet circuitry. Connecting cables for controller and conflict monitor harnesses shall be sleeved in a braided mesh. All wires shall be securely terminated on terminal strips. The lay of the interconnect cable between the components must be such that when the door is closed, it does not press against the cables or force the cables against the various components inside the cabinets.

All communication wiring shall be bundled and routed independently of all other wiring. All live conductors shall be covered with suitable insulating material. All equipment grounds shall run directly and independently to the grounding bus.

All wires shall be cut and terminated as close as possible to the proper length before assembly. Consideration of equipment location adjustments must be made when determining appropriate

wire lengths. Excessive lengths of wire or cable shall not be allowed. All line voltage conductors used in controller cabinet shall conform to the following color code:

AC Neutral: White
AC Hot: Black
Safety Ground: Green

907-632.02.5.1--Signal Terminal Arrestor Grounding Bar. A field terminal arrestor grounding bar shall be provided along the back portion of the cabinet for the installation of signal arrestors. This bar shall be attached using an AWG #10 stranded copper to the earth ground circuitry.

907-632.02.5.2--Signal Terminal Arrestors. The field terminal arrestor shall be a three (3) circuit protective device intended for use on traffic control load relay outputs. The arrestor shall be furnished with three (3) leads and a grounding stud which will be used to attach the arrestor to the grounding bar. The field terminal arrestor shall meet the following minimum specifications:

- Operating Voltage: 120 VAC
- Clamping Voltage: 475 VAC
- Peak Surge Current: 10 kA
- Operating Frequency: 47 – 63 Hz
- SPD Technology: MOV's
- Connection Type: Wire Leads
- Lead Wire: 14 AWG 12" Length
- Ground Stud: 10 x 32 5/8" Length
- Operating Temperature: -40°F to +185°F

907-632.02.6--Accessory Components.

907-632.02.6.1--Traffic Actuated Controller Unit. The fully actuated controller unit shall, at a minimum, meet the requirements of both NEMA TS 1-1989 and NEMA TS 2-2003 requirements for actuated controller units. The controller shall be of the TS 2 Type 2 configuration. The controller shall be provided with the multiple communication interface devices or properties as defined below.

- 10 Base-T Ethernet with front panel RJ-45 connector
- IEEE defined MAC address
- EIA-232 port
- External Serial Fiber options for both single and multi-mode (optional as per plans)
- External FSK 1200 bps modem (optional as per plans)
- D connector with 37 pin configuration for TS 1 compatibility
- USB port for signal controller database upload/download to the controller flash
- Controller
- ECOMM Compatible

The controller unit must have an alphanumeric backlit LCD display with a minimum of sixteen

(16) lines at 40 characters per line. The controller must be air-cooled with sufficient ventilation openings and capable of operating between -30°F and 165°F. The controller unit must be provided with a time-of-day clock, automatic daylight savings time adjustment and a power supply for maintaining SRAM during a power outage. The controller unit shall be capable of being used in a Closed-Loop System and must be capable of operating in the role of master controller in a Closed Loop System. The controller unit firmware shall be fully compatible with the Department's existing Traffic Signal Management Software. The Contractor shall ensure all controller firmware versions are compatible with the existing Traffic Signal Management Software that the Regional Department staff currently utilizes prior to submitting the controller for approval. The Contractor shall notify the Department if any special controller configuration or firmware is needed prior to submitting the controller for approval based on project requirements.

Where Flashing Yellow Arrow (FYA) operations are being used, all traffic signal controller firmware shall be capable of delaying the onset of the flashing yellow arrow.

All operator entered data shall be stored and backed up on to a flash memory device provided with the controller unit at no cost. This flash memory device shall require no battery to support value storage. No internal components of circuitry shall require battery support. The database shall be able to be backed up to a USB drive via the USB drive on the controller.

Traffic Actuated Controllers shall be of the Type shown on the plans. Type 1 Controllers shall have a Linux based processor and a minimum of one (1) USB port. Type 2 Controllers shall have the same features as Type 1 Controllers with the addition of an ATC backplane.

Type 3 Controllers shall have all features of the Type 2 Controller with the addition of the ATC module. All three (3) types of actuated controllers shall have Master controller capability, and if required shall be designated with 'M' in the plans.

907-632.02.6.2--Closed Loop Master Controller Unit. When called for in the plans, this work also consists of furnishing, installing and configuring the equipment, software and accessories necessary to connect one (1) traffic Closed-Loop Master Controller to its corresponding central or portable PC-based Traffic Computer Facility Control System via a communications connection. The communications or network connection device will be either existing or provided by the Contractor.

907-632.02.6.2.1--General. The Master shall monitor intersections in the system, display status and operational state and provide traffic flow data from intersection vehicle detectors. The Master shall include all communications equipment and software necessary to provide reporting to a remote terminal as well as upload/download of all local intersection data and provide timing synchronization. Communications to local controllers from the Master and from the Master to the central-office computer facility shall be by FSK, 900 MHz Radio, Broadband Radio, Serial Fiber, Ethernet, Fiber, Cell Modem or Leased Line, as indicated in the plans. The Master shall be able to run on the same controller simultaneously operating the intersection, with the local signal control software, on any given controller unit.

907-632.02.6.2.2--System Configuration. The system architecture shall be designed to minimize

the effect of equipment failures on system operation and performance. The system consists of four (4) principal elements:

- Local System Intersection Controllers
- Communication (Telemetry Links)
- On-Street Master(s)
- Central-Office Computer Software

907-632.02.6.2.3--Local System Intersection Controller. The local system intersection controllers connected to the Master controller unit shall be capable of controlling a fully actuated two (2) to sixteen (16) phase intersection and shall meet or exceed NEMA TS 1-1989 and TS 2-2003 standards for fully actuated traffic control units. The local controller shall have internal communication capability with direct access to the data memory. The local system controller shall be capable of processing controller and detector data and provide all necessary intersection control functions. The local system intersection controller shall meet the requirements of the Traffic Actuated Controller Unit.

907-632.02.6.2.4--Communications (Telemetry) Links. The communications links for the "Closed-Loop" System shall perform the following functions:

- Provide the medium (radio/fiber/hardwire/etc.) for two-way communications between the On-Street Master and the local intersection controllers.
- Provide the medium for two-way communication between the On-Street Master and the central-office computer facility.
- Error checking shall be included in both mediums to assure transmission and reception of valid data.

907-632.02.6.2.5--On-Street Master. The On-Street Master may be located at an intersection and connected via the communication network to at least 32 local intersection controllers. The Master shall be capable of implementing Traffic Responsive Control, Time Base Control, Manual Control or Remote Control modes of operation.

Analysis of sampling sensor data from at least 64 system detectors and corresponding selection of the best Traffic Responsive timing pattern shall be provided by the On-Street Master during the Traffic Responsive mode of operation.

Automatic and continuous monitoring of system activity shall be provided by the On-Street Master to include both Master and intersection alarm conditions.

System parameter entry shall be provided via the On-Street Master including all Master and local intersection assignment and group parameters. Master parameters shall include:

- System coordination setup and pattern data entry by group
- System time base event scheduler
- System traffic responsive computational and pattern selection setup by group
- Intersection system group and detector assignments

The On-Street Master shall provide comprehensive system report generation including, as a minimum: system, intersection, detector and failure status and history reports in addition to system performance reporting.

A RS-232C interface shall be provided on the On-Street Master to allow for printing of reports or for interconnecting to a remote central site.

To enhance overall system operation and increase system management flexibility, the On- Street Master shall also support two-way dial-up communications to a central office computer for control, monitoring, data collection and for timing pattern updating purposes, all from a remote central office location. Continuous, seven (7) days/week - 24 hours/day, system monitoring shall be enhanced by the On-Street Master's capability to automatically dial-up the central office computer upon detection of user defined critical alarm conditions.

907-632.02.6.2.6--System Functional Requirements.

907-632.02.6.2.6.1--Operator Interface. In order to provide ease in programming and operation, the system shall provide a simplified user-friendly menu format at each local, master and central office facility. No special programming skills shall be required for the user to fully access and operate this control and monitoring system at any level.

All programming, both of the local intersection controllers and the On-Street Master(s) shall be via a front panel keyboard and display, driven by English Language menus. All data change entries will be automatically verified against established ranges prior to acceptance to prevent programming data errors. Data access shall be controlled by user- definable access controls.

907-632.02.6.2.6.2--System Traffic Control. The system shall have the capability of controlling a minimum of sixteen (16) vehicle phases and eight (8) pedestrian phases. The system shall have the capability of implementing a minimum of four (4) timing rings, fifteen (15) alternate sequences, and sixteen (16) offsets.

The system shall provide the capability of selecting any of the following operational modes on a group basis:

- Traffic Responsive
- Time Base (Time-of-Day/Day-of-Week)
- Remote (External Command)
- Manual (Operator Entry)

The system shall be capable of implementing system FLASH and system FREE operation. The system shall have the capability to command, on/off based on time, up to eight (8) independent special functions.

907-632.02.6.2.6.3--Detectors. The system shall have the capability of accepting and processing data from at least 632 system detectors for Traffic Responsive program selection.

907-632.02.6.2.6.4--Pattern Selection. In addition to providing Manual and Remote program selection capability, the Master shall provide for Traffic Responsive and Time Base modes of operation for timing pattern selection.

907-632.02.6.2.6.4.1--Traffic Responsive Mode. Traffic plan selection in the Traffic Responsive mode shall be user-enabled and supplied with the controller, per the plans and specifications. The pattern selection shall be based on sampling detector volume and occupancy analysis by the On-Street Master.

907-632.02.6.2.6.4.2--Time Base Mode. The system shall provide the capability of implementing time-of-day, day-of-week and week-of-year control for each of the two (2) groups using an internal time clock referenced to the 60-Hz AC power line frequency for its time base. The Time Base mode shall contain automatic adjustment for leap year and daylight savings time changes.

The system Time Base mode shall provide, as a minimum, 100 events each capable of requesting any of the 48 traffic control patterns along with Traffic Responsive override enable or auxiliary events consisting of enable/disable any of up to four (4) system-wide special functions and setting sample and log interval time periods.

907-632.02.6.2.6.5--System Control Priority. The system coordination control (program-in-effect) for each group shall be selected on a priority basis. The priority from highest to lowest shall be as follows:

- Manual Control Entry
- External Control (Remote Command)
- Time Base Control (Time-of-Day/Day-of-Week) (Traffic Responsive control will prevail whenever Traffic Responsive Override Enable is active and the selected cycle length is greater than that being commanded by Time Base)
- Traffic Responsive Control

907-632.02.6.2.6.6--Measures of Effectiveness. The system shall have the capability to report selected Measures of Effectiveness (MOE's) on an intersection basis. MOE calculations shall be made on all phases by the local system intersection controller and as a minimum shall include measures such as: volume, number of stops, delays and green utilization. These measures shall be calculated on the basis of the active timing plan. Alternate ways of reporting MOE'S may be approved on a case-by-case review.

907-632.02.6.2.6.7--Uploading and Downloading. The system shall provide, for any selected local system intersection controller, the capability of uploading and downloading any or all, new or modified local intersection parameters from the central-office computer and the Department Central Traffic Signal Management Software, and shall include, as a minimum, all: Phase Timing and Unit Data; Coordination Data, Time Base Data; Preemption Data, System Communication Parameters, System Traffic Responsive Data, and any other System Data residing at the intersection such as Detector Diagnostic Values, Report Parameters and Speed Parameters.

During either uploading or downloading operations, normal traffic control operations shall not be suspended. All data shall be continually accessible and may be displayed at the On- Street Master or the central office computer.

907-632.02.6.2.6.8--System Monitoring and Diagnostics. The system shall automatically and continually monitor system activity and log/report occurrences of Master and intersection alarm conditions. All alarm condition events shall include at the intersection, (Master and central-office computer) an alpha-numeric description of the event as well as the time and date of occurrence.

As a minimum, monitored master alarms conditions shall include:

- Insufficient or Improper Data
- Failed Computational Channels
- Failed System Detectors
- Intersection Communication Failure
- Failed Controllers
- Minimum of six (6) special user defined alarms for user application flexibility
- Monitored intersection alarms conditions shall include as a minimum:
 - Cycle Faults and Failures
 - Coordination Failures
 - Voltage Monitor
 - Conflict, Local and Remote Flash Conditions
 - Preempt
 - Local Free
- Minimum of six (6) special user defined alarms for additional user flexibility.

When the Master detects a critical alarm condition, as defined by the user, it shall automatically dial-up the central office computer and report the condition. On a BUSY or NO ANSWER, the system may be programmed, at user option, to alert a secondary computer.

The system shall also automatically and continually monitor, verify and attempt to correct Sync Pulse, Time Base Clock and Pattern-In-Effect. The system shall provide capabilities to perform diagnostics on system and local detectors, communications and intersection operations. When a fault has been detected, an indication shall be provided. It shall be possible to isolate the fault to the failed unit from controls and indicators available on the Master unit. Auxiliary equipment such as a data terminal or CRT shall not be required to identify the failure.

907-632.02.6.2.6.9--Real Time Display. The Master shall provide for any selected local system intersection controller, real-time status information on its front panel. Real-time intersection status information shall include simultaneous display of: vehicle and pedestrian signal and detector status by phase, overlap signal status and cars waiting count by phase. Real-time controller status information shall include simultaneous display of: two (2) Ring Active timers, On/Next, Call/Recall and Hold/Omit Status by phase, Coordination, Preempt and Stop Time Status.

907-632.02.6.2.6.10--System Management. The system, without hardware changes but with its

ability to directly modify Master and intersection parameters, shall provide the user system configuration and operational controls of the following functions: add/delete controllers and system detectors, enable Traffic Responsive mode, assign intersections to groups, assign system detectors to computational channels and channels to pattern select routines, and assign special and/or standard detectors as system detectors for use with computational channels or to track activity.

907-632.02.6.2.6.11--System Logging and Reports. The system shall automatically and continually process system data and log/report on occurrence of changes in intersection status, system detector status, communications status, controller status and local detector status in addition to system program changes, Traffic Responsive computations, measures of effectiveness and performance.

907-632.02.6.2.6.12--Security. The On-Street Master shall provide for a user-specified security code entry before any data may be altered. In order to view any parameter, security code entry shall not be required. Security access shall be automatically rescinded approximately ten (10) minutes after either access was gained or the last parameter change was entered. The Master and local controller shall have the ability via keyboard to disable security code requirements, allowing for perpetual access without requiring hardware changes.

907-632.02.6.2.7--Design Characteristics. The On-Street Master shall be designed to operate in either an office or field environment and shall be suitably housed in a separate enclosure or in a local intersection cabinet. The Master shall be designed to meet the following electrical and mechanical requirements:

907-632.02.6.2.7.1--Programming and Security. Operator programmable data entry shall be accomplished through panel keyboard(s). The Master shall prevent the alteration of keyboard set variables prior to the user having entered a specific access code through the keyboard. The Master shall maintain user-programmable variables in non-volatile memory with a battery-backed RAM to assure continued efficient system operation.

907-632.02.6.2.7.2--Test and Repair. To enhance maintenance and trouble-shooting activities, On-Street Masters shall include resident diagnostics as a standard. No extender- cards, special tools or PROMs shall be necessary to fully maintain these components. The Master unit design shall ensure that all printed circuit boards be readily accessible for maintenance testing purposes. All fuses, connectors and controls shall be accessible from the front of the Master unit.

907-632.02.6.2.8--Traffic Signal System Software. All Traffic Signal System Software shall be compatible with the latest version of the Department's existing Master and local controllers and existing Traffic Signal Management Software for the Department region.

907-632.02.6.2.8.1--Traffic Signal Closed Loop Software. The Traffic Signal Closed-Loop Software shall provide the ability to manage Master and local controller databases including the uploading and downloading of data parameters. The software shall provide status information and provide reporting capabilities for Master and local controller data, alarms and logs.

907-632.02.6.2.8.2--Traffic Signal System Workstation Software. The Traffic Signal System Workstation shall provide the ability to manage Master and local controller databases including the uploading and downloading of data parameters. The software shall provide status information and provide reporting capabilities for Master and local controller data, alarms and logs.

The Traffic Signal System Workstation Software shall also be capable of operating as a network-connected user workstation to existing centralized signal systems and their associated databases.

When disconnected from the centralized signal system, the software shall be capable of running as a standalone system similar to the Closed-Loop Software. Under this mode, the software shall provide management, report and status functions for Master and local controllers. Under Standalone Mode of operation the software shall allow for its own database(s) for data management without the need for connecting to a centralized signal system database.

907-632.02.6.2.9--Services. Technical services shall be provided, as required, to assist in installation and initial setup of the Closed-Loop Master System and its sub-components. Technical assistance with database migration and/or setup, as well as the development of graphics (such as master maps and local intersection depictions) and the assignment of associated attributes such as detectors, phasing, signals, etc., shall be provided as required. Additionally, training shall be provided on a basic or advanced target user level, as required.

907-632.02.6.3--Malfunction Management Unit (MMU2). The Malfunction Management Unit (MMU2) shall be a shelf-mountable, sixteen (16) channel, solid-state, IP addressable MMU. The MMU2 shall accomplish the detection of, and response to, improper and conflicting signals and improper operating voltages in a traffic signal controller assembly, including support for four (4) section Flashing Yellow Arrow (FYA) left turn displays. The MMU2 shall be capable of running a minimum of twelve (12) different modes of FYA operation.

The MMU2 shall meet or exceed Section 4 requirements of the NEMA Standards Publication No. TS 2-2003 including NEMA TS 2 Amendment #4-2012 and provide downward compatibility to NEMA Standards Publication No. TS 1-1989: Type 12 Operation, in addition to those specifications set forth in this document.

The MMU2 shall include a graphics based Liquid Crystal Display (LCD) to view the current monitor status and navigate the unit's menus. An RJ-45 Ethernet Port shall be provided for communications.

A built-in Diagnostic Wizard shall be provided that displays detailed diagnostic information regarding the fault being analyzed. This mode shall provide a concise view of the signal states involved in the fault, pinpoint faulty signal inputs and provide guidance on how the technician should isolate the cause of the malfunction. The Diagnostic Wizard shall be automatically invoked when the MMU2 is in the fault mode and the HELP button is pressed. It shall also be automatically invoked when the MMU2 is in the Previous Fail (PF) event log display and the HELP button is pressed.

A built-in Setup Mode shall be provided that automatically configures the Dual Indication Enable, Field Check Enable, Red Fail Enable and Minimum Yellow Plus Red Clearance Enable parameters from user input consisting only of channel assignment and class (vehicle, ped, pp-turn, FYA, etc.) responses.

The MMU2 shall be capable of operating in the Type 12 mode with SDLC communications enabled on Port 1. The Channel Status display shall operate in the Type 12 configuration and provide the Field Check function for up to four (4) Pedestrian Walk inputs.

In the interest of reliability and repair ability, printed circuit board mounted MS connectors shall not be acceptable. Internal MS harness wire shall be a minimum of nineteen (19) strand AWG 22 wire.

907-632.02.6.4--NEMA defined Card Rack and Power Supply. A minimum of one (1) NEMA compliant detector card rack with five (5) slot positions (first slot for power supply and four (4) available slots) shall be provided in each cabinet. The detector rack shall be installed on the bottom shelf of the cabinet. The power supply for the NEMA defined card slots shall be provided as a 175W minimum with four (4) independent regulated channels of 24 VDC each rated at 0.75 amps over the full NEMA operating temperature range of -30°F to +165°F. The output should be regulated to 24 VDC +/- 15%. Each of the four (4) outputs shall be independently fused, each with a separate LED for displaying output and fuse status for each of the four (4) outputs. Each of the four (4) outputs shall be protected against voltage transients by a minimum 1500 watt suppressor. All card racks shall be wired for the type detection shown in the plan sheets.

Card Guides shall be provided on the top and bottom of the card rack for each connector position.

907-632.02.6.5--In-Cabinet Network.

907-632.02.6.5.1--Communications Arrestor. The Controller Cabinet network shall consist of an SDLC connection between the Controller Unit and MMU2. Surge suppression for this network shall meet the requirements set forth in Subsection 722.12 and the following minimum requirements below:

- Operating Voltage: 5 VDC
- Clamping Voltage: 8 VDC
- Operating Current: 1.5 A
- Peak Surge Current: 47 A (10x1000 μ s)
- Frequency Range: 0 to 20 MHz
- Insertion Loss: < 0.1 dB at 20 MHz
- SPD Technology: SAD
- Connection Type: DB-15
- Operating Temperature: -40°F to +185°F

907-632.02.6.6--System Communications.

907-632.02.6.6.1--Traffic Signal Ethernet Switch. When specified in the plans or contract

documents, a traffic signal Ethernet switch shall be installed in the cabinet assembly. It shall meet the requirements for the type specified in Section 907-663. Ethernet patch cables of sufficient length shall be provided for all supplied Ethernet ready cabinet components. The switch and all components shall be connected and configured.

907-632.02.6.6.2--Fiber Optic Patch Panel. When specified in the plans or contract documents, fiber optic attenuator patch cords shall be installed in the cabinet assembly as specified in Section 907-661.

907-632.02.6.6.3--Wireless Communications. When specified in the plans or contract documents, wireless communication components shall be installed in the cabinet assembly and shall be as specified in Section 907-662.

907-632.02.6.6.4--Serial Port Server or Terminal Server. When specified in the plans or contract documents, serial port servers shall be installed in the cabinet assembly and shall be as specified in Subsection 907-663.02.2.

907-632.02.6.6.5--GPS Clock. This work includes furnishing a Global Positioning System (GPS) Synchronization clock that can be used to sync the internal clocks in traffic signal controllers when coordination is desired, but communication is not necessary. The GPS Clock System shall provide GPS based time and date synchronization to provide coordination of traffic controllers to a common time base. The system shall process GPS Time data using a tamper/vandal resistant GPS antenna and correct for Time Zone, Daylight Savings Time, Leap Years, and GPS Leap Seconds. The processed time information shall be sent to the traffic controller in the native format for the respective controller. A contact closure synchronization pulse with variable pulse width shall be available for a once per day update. If the GPS antenna is blocked for up to one (1) hour prior to scheduled time of synchronization, the system shall synchronize the traffic controllers with less than 0.4 seconds variance from the accuracy provided under normal operation with GPS satellites in view.

- The GPS Clock shall also meet the following minimum specifications:
- Input Voltage: 9-24 VDC
- Current Draw: 150 mA (max) at 12 VDC: 125 mA (max) at 24 VDC
- Contact Closure: 750 mA at 30 VDC
- Temperature Rating: -29.4°F to +167°F

GPS unit shall be mounted to the traffic signal controller cabinet as per the manufacturer's recommendation. Any and all holes created in the cabinet for the purpose of mounting the GPS unit shall be sealed to the satisfaction of the Engineer at no direct pay.

907-632.02.6.6.6--Power-Over-Ethernet Arrestor. Surge suppression that meets the requirements set forth in Subsection 722.12 shall be provided. In addition, the following minimum specifications shall be supplied for loads that require Power-Over-Ethernet with isolated shielded or non-shielded cable:

- Operating Voltage: 48 VDC
- Clamping Voltage: 68 VDC
- Operating Current: 0.75 A per Pin Continuous
- Peak Surge Current: 10 kA
- Insertion Loss: < 0.1 dB
- SPD Technology: GDT, SAD, with series PTC
- Modes of Protection: All Lines (1-8) Protected (L-L) and (L-G): Signal High- Low; High-Ground; Low-Ground
- Transmission Speeds: 10BaseT; 100BaseT; 1000BaseT
- Connection Type: RJ-45
- Operating Temperature: -40°F to +185°F

907-632.02.7--Detector Panel. A vehicle detector harness shall be provided to connect the detector panel to the card rack. The detector panel shall accept the connection of sixteen (16) field loop inputs and four (4) pedestrian detector inputs.

907-632.02.7.1--Detector Input Arrestors. Field Loop and Pedestrian input arrestors shall meet the requirements set forth in Subsection 722.12. Field loop arrestors shall have differential and common mode protection and be provided with the following minimum specifications:

- Operating Voltage: 75 VDC
- Clamping Voltage: 130 VDC
- Peak Surge Current: 250 A
- SPD Technology: Silicon Break-Over
- Operating Temperature: -40°F to +185°F

Pedestrian input arrestors shall be a four (4) circuit device provided with the following minimum specifications:

- Operating Voltage: 30 VDC
- Clamping Voltage: 36 VDC
- Operating Current: 0.15 A
- Peak Surge Current: 10 kA (8 x 20 μ s)
- Frequency Range: 0 to 20 MHz
- Insertion Loss: < 0.1 dB at 20 MHz
- SPD Technology: GDT, SAD, with Series PTC
- Connection Type: Terminal Block with compression lugs; Terminals accept up to 10 AWG
- Operating Temperature: -40°F to +185°F

907-632.02.8--System Detectors. The controller shall have the ability to receive input data from up to eight (8) special system detectors in addition to the normal actuated controller unit phase detectors. The user shall have the option to assign any of the phase detectors as “system detectors”.

907-632.02.9--Preemption. The cabinet shall be completely wired to accept and service calls from preemption phase selector modules, associated optical detector units and GPS units. Optical detector units and GPS unit cabinet components shall be as specified in Section 639. Provision for two (2) standard card modules shall be accommodated in a separate card rack for preemption. The preemption card rack shall provide a minimum of eight (8) channels.

Provisions shall also be made in the cabinet to accommodate Railroad Preemption when specified in the plans or contract documents. Railroad Preemption shall meet the requirements set forth in Section 639. While it is not necessary that a Railroad Preemption interface board be provided with the cabinet, the cabinet and back panel shall be designed so that a Railroad Preemption interface panel that uses a relay to isolate the track switch from the controller cabinet circuitry can be installed. Preempt 1 and 2, in the case of gate down preemption, shall be reserved for Railroad Preemptions; all subsequent preemptions shall be reserved for Emergency Vehicle, Fire Station, or Police Preemption.

907-632.02.10--Uninterruptable Power Supply. When specified in the plans or contract documents an Uninterruptable Power Supply (UPS) System shall be installed in the cabinet assembly. The UPS shall be installed in the cabinet and meet the requirements set forth in Section 633.

907-632.02.11--Power Service Pedestal. A Power Service Pedestal shall be provided as described in Section 631.03.2.

907-632.03--Construction Requirements.

907-632.03.1--Mounting. Traffic Signal Cabinet Assemblies shall be wall or pole mounted, base mounted on a concrete cabinet pad, or base mounted using a composite enclosure as specified below and as shown in the plans.

Power Service Pedestal shall be base mounted on a concrete cabinet pad or on a composite enclosure as specified below and as shown in the plans.

907-632.03.1.1--Wall or Pole Mounted. Wall or pole mount hardware shall be provided for mounting cabinets in specific installations as indicated in the design plans. Wall or pole mounted cabinets shall be manufactured with rigid tabs, rigid brackets or other acceptable configuration for attachment of the cabinet to the wall or pole support. Rigid attachment devices must allow for field alignment of cabinet to the wall or pole support.

907-632.03.1.2--Concrete Cabinet Pad. Concrete foundations shall be constructed of Class B concrete in specific installations as indicated in the design plans.

Cabinets for installation on a concrete base shall be manufactured with rigid tabs, rigid brackets or other acceptable configuration for attachment of the cabinet bottom to its flat support structure. Rigid attachment devices must allow for field alignment of cabinet with the support base. Concrete base construction details shall be provided in the design plan drawings.

907-632.03.1.3--Composite Enclosure. Cabinets for installation on a composite enclosure base shall be manufactured with rigid tabs, rigid brackets or other acceptable configuration for attachment of the cabinet bottom to its' flat support structure. Rigid attachment devices must allow for field alignment of cabinet with the composite enclosure. Composite enclosure attachment details shall be provided as shown in the plans.

907-632.03.2--Documentation. Documentation packages shall be delivered for each unit at the same time as the equipment to which it pertains.

A minimum of two (2) sets of complete schematic drawings and equipment documentation shall be supplied with each cabinet. The first copy shall be placed in a clear re-sealable print pouch of sufficient size to accommodate one (1) complete set of folded cabinet prints and placed in the pull-out drawer of the cabinet and the second copy shall be provided to the Department. Comprehensive controller data shall be included as part of the cabinet documentation package and shall be placed in the cabinet drawer pouch. Digital copies of all cabinet documentation shall be provided to the Department before final acceptance.

The documentation packages shall contain a schematic wiring diagram of the controller cabinet assembly and all auxiliary equipment. The schematic wiring diagram, including a symbols legend, shall show in detail all integrated circuits, transistors, resistors, capacitors, inductors as well as switches and indicators. All parts shown shall be easily identified on both in the cabinet and on the schematic diagram. Model numbers shall be used on schematic diagram when available.

A complete physical description of the signal cabinet assembly shall be provided to include at least the physical dimensions of the unit, weight, temperature ratings, voltage requirements, power requirements, material of construction, and complete performance specifications.

A complete set of operation guides, user manuals, and performance specifications shall be provided.

Detailed programming instructions, preventative maintenance requirements, and troubleshooting procedures shall also be provided for the controllers. These documents shall fully cover all programming procedures and programmable options capable of being made to the controllers and associated traffic control equipment. Instructions for modifications within the range of the capabilities of the unit such as changes in phases or sequences and programming matrix boards shall be included.

An intersection diagram shall be provided on the cabinet door showing geometric configuration, lane use assignments, controller cabinet and signal pole locations, vehicle and pedestrian signal head locations, vehicle and pedestrian detector zone locations, ring-barrier phasing diagram, and detector channel assignments. The intersection diagram shall be labeled with, at a minimum, a North Arrow, main street name(s), side street name(s), signal pole numbers, vehicle and pedestrian head type(s), detector zone designations, volume density and phase recall requirements, flash sequence. All field wires within the cabinet shall be labeled to coincide with those shown on the intersection diagram.

907-632.04--Method of Measurement. Traffic Signal Cabinet Assembly will be measured as a unit per each.

Remove and Replace Existing Traffic Signal Cabinet Assembly will be measured as unit per each.

Modify Existing Traffic Signal Cabinet will be measured as a unit per each.

Solid State Traffic Actuated Controller, of the type specified in the project plans, will be measured as a unit per each.

Signal Software License, of the type specified in the project plans, will be measured as a unit per each.

Malfunction Management Unit, of the type specified in the project plans, will be measured as a unit per each.

Card Rack, of the type specified in the project plans, will be measured as a unit per each.

GPS Clock, as specified in the project plans, will be measured as a unit per each.

Power Service Pedestal, as specified in the project plans, will be measured as a unit per each.

All pay items shall be inclusive of all materials, work, system integration, testing and incidentals necessary for a complete and operable unit in place and accepted. All removal, turn on, and acceptance of equipment, devices, traffic signals, and traffic signal assemblies shall follow Section 631 - Traffic Signal Systems-General prior to payment.

907-632.05--Basis of Payment. Traffic Signal Cabinet Assembly, measured as prescribed above, will be paid for at the contract unit price per each for each type(s) specified in the contract, which price shall be full compensation for furnishing, installing, configuring, wiring, testing, and mounting foundation construction, cabinets, relays, terminals, circuit breakers, modules, coordination and time base control programs, connectors wiring, overlap equipment, load switches, power cables, power supplies, controller mechanism and housing, MMU2, mounting material, all other materials, and all equipment, labor, tools, and incidentals necessary to complete the work.

Remove and Replace Existing Traffic Signal Cabinet Assembly, measured as prescribed above, will be paid for at the contract unit price per each for each type(s) specified in the contract, which price shall be full compensation for furnishing, installing, configuring, wiring, testing, cabinets, relays, terminals, circuit breakers, modules, coordination and time base control programs, connectors wiring, overlap equipment, load switches, power cables, power supplies, controller mechanism and housing, MMU2, mounting material, all other materials, removal, disposal, transfer, storage, and/or resetting of components that are existing, all other components included in the traffic signal cabinet, and all equipment, labor, tools, and incidentals necessary to complete the work.

Modify Existing Traffic Signal Cabinet, measured as prescribed above, will be paid for at the

contract unit price per each, which price shall be full compensation for furnishing, installing, configuring, and mounting all components, wiring, and devices; rewiring, reconfiguring, removal, disposal, transfer, storage, and/or resetting of existing components and devices, installing or changing coordination and time base control programs in the traffic signal cabinet assemblies, testing, final cleanup, all equipment, labor, tools, and incidentals necessary to complete the work.

Solid State Traffic Actuated Controller, measured as prescribed above, will be paid for at the contract unit price per each for each type(s) specified in the contract, which price shall be full compensation for all labor, equipment, tools, materials inclusive of the controller mechanism(s) and housing(s), all power cables, power supplies, wiring, factory and manufacturing inspection, attachment hardware, testing, storage, packaging, shipping, warranty, and all work, equipment, and appurtenances, and all incidentals necessary to provide a fully functional traffic controller ready for use. It shall also include all documentation including operations and maintenance manuals and other material necessary to document the operation of the traffic controller.

Signal Software Licenses, measured as prescribed above, will be paid for at the contract unit price per each for each type(s) specified in the contract, which price shall be full compensation for all labor, equipment, tools, materials inclusive of furnishing, installing and configuring the Signal Software, all power cables, power supplies, wiring, factory and manufacturing inspection, testing, storage, packaging, shipping, warranty, appurtenances, and all incidentals necessary to provide fully functional Signal Software ready for use. It shall also include all documentation including operations and maintenance manuals and other material necessary to document the operation of the Signal Software.

Malfunction Management Unit, measured as prescribed above, will be paid for at the contract unit price per each for each type(s) specified in the contract, which price shall be full compensation for all labor, equipment, tools, materials inclusive of furnishing, installing and configuring the Malfunction Management Unit (MMU2), all power cables, power supplies, wiring, attachment hardware, factory and manufacturing inspection, testing, storage, packaging, shipping, warranty, and all work, equipment, and appurtenances, and all incidentals necessary to provide a fully functional Malfunction Management Unit (MMU2) ready for use. It shall also include all documentation including operations and maintenance manuals and other material necessary to document the operation of the Malfunction Management Unit (MMU2).

Card Rack, measured as prescribed above, will be paid for at the contract unit price per each for each type(s) specified in the contract, which price shall be full compensation for all labor, equipment, tools, materials inclusive of furnishing, installing and configuring the Card Rack, all power cables, power supplies, wiring, attachment hardware, factory and manufacturing inspection, testing, storage, packaging, shipping, warranty, and all work, equipment, and appurtenances, and all incidentals necessary to provide a fully functional Card Rack ready for use. It shall also include all documentation including operations and maintenance manuals and other material necessary to document the operation of the Card Rack.

GPS Clock, measured as prescribed above, will be paid for at the contract unit price per each for each type(s) specified in the contract, which price shall be full compensation for all labor, equipment, tools, materials inclusive of furnishing, installing and configuring the Global

Positioning System (GPS) Clock(s), all power cables, power supplies, wiring, attachment hardware, factory and manufacturing inspection, testing, storage, packaging, shipping, warranty, and all incidentals necessary to provide a fully functional GPS Clock ready for use. It shall also include all documentation including operations and maintenance manuals and other material necessary to document the operation of the GPS Clock.

Power Service Pedestal, measured as prescribed above, will be paid for at the contract unit price per each for each type(s) specified in the contract, which price shall be full compensation for furnishing, installing, configuring, wiring, testing, and mounting foundation construction, cabinets, circuit breakers, connectors wiring, mounting material, all other materials, and all equipment, labor, tools, and incidentals necessary to complete the work.

Payment will be made under:

907-632-A: Solid State Traffic Signal Cabinet Assembly, Type __ Cabinet, Type __ Controller	- per each
907-632-B: Remove and Replace Existing Traffic Signal Cabinet Assembly, Type __ Cabinet, Type __ Controller	- per each
907-632-C: Modify Existing Traffic Signal Cabinet Assembly	- per each
907-632-D: Solid State Traffic Actuated Controller, Type ____	- per each
907-632-E: Single-user Workstation Signal Software License	- per each
907-632-F: Single-user Server Signal Software License	- per each
907-632-G: Malfunction Management Unit	- per each
907-632-H: Card Rack, ____ Position	- per each
907-632-I: GPS Clock	- per each
907-632-J: Power Service Pedestal	- per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-634-4

CODE: (IS)

DATE: 05/25/2021

SUBJECT: Traffic Signal and ITS Equipment Poles

Section 634, Traffic Signal and ITS Equipment Poles, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-634.02--Materials.

907-634.02.1--Poles. Delete the bullet for Type X poles in Subsection 634.02.1 on page 542 and substitute the following.

- Type X -- Aluminum Pole for Detectors

After Type XI poles in Subsection 634.02.1 on page 542, add the following.

- Type XII -- ITS Extension Poles

907-634.02.1.1--Traffic Signal Poles. Delete the first, third, fourth, and fifth bullets in Subsection 634.02.1.1 on pages 542 and 543, and substitute the following.

- Self-supporting straight or upswept mast arm(s), in accordance with Plan details. Where possible, the mast arms shall match the adjacent signal poles in the area unless otherwise stated;
- Tag installed on shaft side opposite the mainline highway and located approximately 48 inches above the top of the Baseplate;
- Minimum nominal size of four (4) inches wide by 26 inches tall reinforced hand-hole with included terminal block(s);
- A ½-inch coarse thread grounding stud shall be located on the interior side of the pole hand-hole opening;

907-634.02.1.2--Galvanized Steel Poles for Cameras. Delete the second paragraph of Subsection 634.02.1.2 on page 543, and substitute the following.

Unless specified otherwise in the plans, poles shall be designed in accordance with the AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals*, as specified in the plans, including all interims and updates. Design life shall be 50 years for all poles. The design wind speed for all parts of the structure shall meet the wind requirements set forth in the latest edition of the AASHTO Wind Map, as stated in Subsection 722.02.3. The pole shall meet the design wind loading with all equipment installed.

In the fifth sentence of the fifth paragraph of Subsection 634.02.1.2 on page 544, change “butt welded” to butt-welded” and change “radio graphically” to radio-graphically.”

Delete the second bullet in Subsection 634.02.1.2 on page 544, and substitute the following.

- Consideration shall be given for all possible loading combinations including ice and wind loads.

After the fourth bullet in Subsection 634.02.1.2 on page 544, add the following.

- Top of pole deflection shall not exceed one (1) inch deflection from center due to 30 mph (non-gust) winds or the maximum deflection allowed by Subsection 722.02.3, whichever is more restrictive, for 80-foot poles.

In the first bullet in Subsection 634.02.1.2 at the bottom of page 544, change “cross sectional” to “cross-sectional.”

In the second paragraph of Subsection 634.02.1.2.4 on page 545, change “butt weld” to “butt-weld.”

907-634.02.1.3--Galvanized Steel Poles for Detectors. In the first paragraph of Subsection 634.02.1.3 on page 546, change “ground mounted” to “ground-mounted.”

Delete the second paragraph of Subsection 634.02.1.3 on page 546, and substitute the following.

Unless specified otherwise in the plans, poles shall be designed in accordance with the AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals*, as specified in the plans, including all interims and updates. Design life shall be 50 years for all poles. The design wind speed for all parts of the structure shall meet the wind requirements set forth in the latest edition of the AASHTO Wind Map, as stated in Subsection 722.02.3.

Delete the last two sentences of the fifth paragraph of Subsection 634.02.1.3 on page 546, and substitute the following.

Design wind loading shall be as indicated in Subsection 722.02.3 unless otherwise noted in the plans. The pole shall meet design wind loading with all equipment installed.

907-634.02.1.4--Aluminum Poles for Detectors. Delete the second paragraph of Subsection 634.02.1.4 on page 547, and substitute the following.

Unless specified otherwise in the plans, poles shall be designed in accordance with the AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals*, as specified in the plans, including all interims and updates. Design life shall be 50 years for all poles. The design wind speed for all parts of the structure shall meet the wind requirements set forth in the latest edition of the AASHTO Wind Map, as stated in Subsection 722.02.3. The pole shall meet design wind loading with detector(s) installed.

907-634.02.1.5--Structure-Mounted ITS Equipment Poles. Delete the second paragraph of Subsection 634.02.1.5 on page 548, and substitute the following.

Unless specified otherwise in the plans, poles shall be designed in accordance with the AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals*, as specified in the plans, including all interims and updates. Design life shall be 50 years for all poles. The design wind speed for all parts of the structure shall meet the wind requirements set forth in the latest edition of the AASHTO Wind Map, as stated in Subsection 722.02.3. For projects that are in areas with higher wind standards, the higher standard is required. The pole shall meet design wind loading with all equipment installed.

In the fifth sentence of the fifth paragraph of Subsection 634.02.1.5 on page 548, change “butt welded” to butt-welded” and change “radio graphically” to radio-graphically.”

Delete the second bullet in Subsection 634.02.1.5 on page 548, and substitute the following.

- Consideration shall be given for all possible loading combinations including ice and wind loads, as stated in Subsection 722.02.

In the first bullet in Subsection 634.02.1.5 at the top of page 549, change “cross sectional” to “cross-sectional.”

After Subsection 634.02.1.8 on page 549, add the following.

907-634.02.1.9--ITS Extension Poles. ITS extension poles are used to provide ITS devices a mounting location with a vertical or horizontal clearance away from an existing pole or structure to which they are to be attached. As such, extension poles and the mounting and attachment hardware shall be of a material that will not cause galvanic corrosion with existing or proposed equipment. If possible, the extension poles shall be similar in color to the base pole or structure, unless otherwise directed. They shall meet the requirements of the base pole, the plans, and Subsection 722.02. Design considerations shall be given to the additional loading being subjected to the base pole or structure.

907-634.02.2--Camera Lowering Device. The lowering device system shall be designed to support, raise, and lower a standard CCTV camera, lens, housing, PTZ mechanism, cabling, connectors, and other supporting field components. The camera connector box shall be cast ZA-12 (12% Al and 88% Zn) and have a minimum weight that ensures stability of the camera during raising and lowering operation. The camera connector box shall have fully gasketed doors to prevent water intrusion. The bottom of the camera connector box shall be equipped with a condensation/moisture exit system. The camera connector block shall be molded in thermoset, weather-resistant, synthetic rubber designed to handle harsh environments.

Electrical contacts must also be designed to handle harsh environments. There shall be a locking mechanism between the fixed and movable components. For the movable components, a latching mechanism shall be provided to hold the device in place (when latched all weight shall be removed

from the lowering cable) and to raise or lower the assembly using the lowering tool and lowering cable. The suspension contact unit housing shall be weatherproof with a gasket to isolate the interior from dust and moisture.

All pulleys shall have sealed, self-lubricated bearings, oil tight bronze bearings, or sintered bronze bushings. The lowering cable shall be a minimum 1/8-inch diameter stainless steel aircraft cable. Internal wireways shall prevent the stainless steel lifting cable from contacting power or video cabling. The only cable permitted to move is the lifting cable, all other cables must remain stable and secure during lowering and raising operations.

The lowering tool shall consist of a lightweight metal frame and winch assembly, a quick release cable connector, an adjustable safety clutch, and a variable speed industrial duty electric drill motor. This tool shall be able to access the lifting cable through a pole hand hole, shall support itself and the load during lowering, and shall provide a means to prevent freewheeling when loaded. This tool shall have a reduction gear to reduce the manual effort required during lifting operations. In addition, this tool shall be provided with an adapter for operating the lowering device with a portable drill using a clutch mechanism. The portable lowering tool shall be included as part of the installed system. The lowering device shall include customized adapter brackets to install cylindrical type PTZ CCTV cameras that have a mounting base below the camera assembly and is require to be installed in an upright position.

907-634.03--Construction Requirements.

907-634.03.1--Foundations. Delete the last sentence of the fourth paragraph of Subsection 632.03.1 on page 550, and substitute the following.

Where foundations are constructed in areas where the pavement edge elevation and shoulder edge elevation differ more than twelve (12) inches, taller foundations may be used but must be approved by the Engineer.

After Subsection 634.03.3 on page 552, add the following.

907-634.03.4--Submittals. The submittal requirements defined in the Notice to Bidders entitled “ITS General Requirements”, along with the requirements in this specification, shall be met for all ITS components. All costs associated with submittals shall be included in the overall contract price; no separate payment will be made for any documenting and submitting.

907-634.03.5--Quality Assurance. The quality assurance requirements defined in the Notice to Bidders entitled “ITS General Requirements” shall be met for all ITS components. All costs associated with the quality assurance requirements shall be included in the overall contract price.

907-634.04--Method of Measurement. After the last sentence of the fourth paragraph of Subsection 634.04 on page 552, add the following.

Field conditions may require taller foundations than specified in the plans. In which case, the addition concrete will be paid for at the contract bid price per cubic yard for pole foundations.

After the sixth paragraph of Subsection 634.04 on page 553, add the following.

ITS extension poles of the type specified will be measured as a unit quantity per each.

Delete the last paragraph in Subsection 634.04 on page 553 and substitute the following.

Wooden poles will be measured as a unit quantity per each.

Camera lowering device will be measured as a unit quantity per each.

907-634.05--Basis of Payment. Delete the fourth paragraph of Subsection 634.05 on page 553, and substitute the following.

Camera pole with foundation and detector pole with foundation, measured as prescribed above, will be paid for at the contract unit price per each, which price shall be full compensation for furnishing all materials, all documentation and submittals, for excavating, backfilling, replacing sod, and for all constructing, placing, curing, erecting, installing, connecting and testing; for foundations, poles, pole bases, conduit inside foundation as indicated on the plans, connections to support structures, caps, covers, ground wire, ground rods, hardware and for all equipment, tools, labor and incidentals necessary to complete the work and quality assurance, including remote and local control of the camera site complete in place and ready for use.

Camera lowering device and camera lowering tool, as described above, shall be paid for at the contract unit price per each. This price shall be full compensation for all materials, design, installation, equipment, tools, labor and incidentals associated with providing and installing the camera lowering device and the camera lowering tool.

Delete the sixth paragraph of Subsection 634.05 on page 553, and substitute the following.

Structure-mounted equipment pole, measured as prescribed above, will be paid for at the contract unit price per each, which price shall be full compensation for furnishing all materials, all documentation and submittals, for all constructing, placing, erecting, installing, connecting and testing, for poles, conduit between structure attachment location as indicated in the plans; wiring between pole-mounted devices and field cabinet; all structure-mounting hardware indicated in the plans, caps, covers, ground wire, ground rods, hardware and for all equipment, tools, labor and incidentals necessary to complete the work and quality assurance, including remote and local control of the camera site complete in place and ready for use.

ITS extension poles, measured as prescribed above, will be paid for at the contract unit price per each, which price shall be full compensation for furnishing all materials, all documentation and submittals, for installing the extension pole, mounting attachments as necessary, adjusting the pole to meet specific project needs, and for all equipment, tools, labor, and incidentals necessary to complete the work and quality assurance.

After the last paragraph of Subsection 634.05 on page 554, add the following.

Sizing poles and their appurtenances to field conditions is the Contractor's responsibility. No separate payment will be made for designing to meet project specifications and field conditions.

Delete the pay items listed on page 554, and substitute the following.

907-634-A: Traffic Signal Equipment Pole, Type __, __' Shaft, __' Arm *	- per each
907-634-B: Traffic Signal Equipment Pole Shaft Extension, ____' **	- per each
907-634-C: Pole Foundations, Class ____ Concrete	- per cubic yard
907-634-D: Slip Casing, ____" Diameter	- per linear foot
907-634-E: Camera Pole with Foundation, ____' Pole	- per each
907-634-F: Detector Pole with Foundation, ____' Pole	- per each
907-634-G: Traffic Signal Equipment Pole Mast Arm Extension, ____' **	- per each
907-634-H: ITS Equipment Pole, Structure Mounted, ____' Pole	- per each
907-634-I: Wood Pole, Class ____ Height ____'	- per each
907-634-J ITS Extension Pole, ____' **	- per each
907-634-K: Camera Lowering Device	- per each

- * Multiple Arms may be indicated
- ** Additional information may be indicated

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-636-3

CODE: (IS)

DATE: 05/25/2021

SUBJECT: Electrical Cable

Section 636, Electrical Cable, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-636.01--Description. Delete the last sentence of the last paragraph in Subsection 636.01 on page 555 and substitute the following.

It shall include excavating, laying, placing tracer cable or tape, backfilling, replacing sod, aerial supports and/or pull-through conduits, as applicable; and transformer enclosures and/or terminal boxes when not placed under other items of the contract.

907-636.02--Materials. After the paragraph of Subsection 636.02 on page 555, add the following.

907-636.02.1--ITS Ground Mounted Meter Enclosure.

907-636.02.1.1--Meter Base. Meter bases shall be NEMA Type 3R with a minimum rating of 100 amps and shall meet the requirements of the local utility. The meter base shall be provided with ampere rating of meter sockets based on sockets being wired with insulated wire rated at least 167°F. The meter base shall be designed for underground service.

Meter bases shall be 4-terminal, 600 volt, single phase, 3-wire furnished with the following:

- (a) Line, load and neutral terminals accepting #8 to 2/0 AWG copper/aluminum wire,
- (b) Ringed or ringless type, with or without bypass,
- (c) Made of galvanized steel,
- (d) Listed as meeting UL Standard UL-414, and
- (e) Underground service entrance as specified.

The meter bases shall have electrostatically applied dry powder paint finish, light gray in color, with a minimum thickness of 2.4 mils.

A 1-inch watertight hub for threaded rigid conduit shall be furnished with meter base.

907-636.02.1.2--Disconnect. External electrical service disconnects shall be furnished with a single pole 50-amp inverse time circuit breaker with at least 10,000 RMS symmetrical amperes short circuit current rating in a lockable in open or closed position in accordance with National Electric Code (NEC) and be a NEMA 3R Type enclosure. The disconnect shall be listed as meeting UL Standard UL-489 and marked as being suitable for use as service equipment.

The disconnect enclosure shall be fabricated from galvanized steel and electrostatically apply dry powder paint finish, light gray in color, to yield a minimum thickness of 2.4 mils. Ground bus and neutral bus shall be provided with at least four terminals with minimum wire capacity range of number 14 through number 4.

For 480V service, a local utility approved, lockable, non-fused disconnect switch on the supply side of the meter base shall be furnished, installed, and labeled as "Utility Disconnect". A separate load side disconnect with overcurrent protection shall be provided within two feet (2') of the meter.

907-636.02.1.3--Ground Mounted – Pedestal – Service Panel. The pedestal shall be of NEMA Type 3R rainproof construction and shall be UL Listed as "Enclosed Industrial Control Equipment" (UL 508A). External construction shall comply with UL50 requirements and shall be of G90 galvanized steel with light green #14672 Federal Specification 595 polyurethane industrial grade powder paint.

Hinges shall be stainless steel and of the continuous piano hinge type.

The pedestal mounting bolts shall not be externally accessible. The pedestal shall be able to be embedded in concrete or use anchor bolts for mounting on concrete base. Either pedestal mounting base or anchor bolt kit shall be used for installation.

The service pedestal should have three separate isolated sections for metering equipment, utility termination and customer equipment.

The metering section shall be pad-lockable and sealable and have a hinged swing hood with an integral hinged polycarbonate sealable window for access to demand meters. Meter socket type shall meet the requirements of the serving utility.

The utility termination section shall be pad-lockable and sealable and shall have a stainless steel handle provided on a lift-off cover. Sufficient clearance shall be provided for a 4-inch diameter conduit for utility cables entrance. Utility landing lugs shall be UL listed and shall accommodate conductor sizes between AWG #6 – 350 kcmil.

The customer compartment door shall be hinged on the left hand side. A stainless pad-lockable hasp shall be provided to secure customer compartment. A door keeper shall be provided to keep the door in an open position. A print pocket shall be provided on the inside of the door in a weatherproof sleeve. Required UL labeling shall be located on the inside of the customer door. Distribution and control equipment shall be behind an internal dead-front door with a quarter-turn securing latch and be hinged to open more than 90 degrees. The dead-front door shall be hinged on the same side as the customer section door. All distribution and control equipment shall be factory wired using 600-volt wire sized to NEC and UL requirements.

The service pedestal shall be rated for operation at 10K minimum amps interrupting capacity (AIC). The provided documentation shall list circuit breaker combinations and those to be used for de-rated operation for series ratings. Circuit breakers shall be permanently labeled with engraved name plates.

The serving utility shall be contacted for necessary requirements before ordering or installing equipment.

907-636.02.2--ITS Ground Mounted Transformer Enclosure.

907-636.02.2.1--Disconnect. The disconnect shall meet the requirements of Subsection 907-636.02.1.2.

907-636.02.2.2--Ground Mounted - Pedestal – Service Panel. The ground mounted - pedestal – service panel shall meet the requirements of Subsection 907-636.02.1.3. In addition, the transformer shall be rated to match the requirement of the primary service and the types of load served as specified in the plans. The transformer unit shall be installed inside the enclosure and meet all applicable codes. Each transformer shall be furnished as one complete unit and wiring of multiple transformers to meet the required ratings at each enclosure location is not allowed. Step-up and Step-down transformers shall be designed specifically for each application. Reverse feeding of step-up and step-down transformers is not allowed. All transformers shall be designed for outdoor installation and rated 600 VAC and below.

907-636.03--Construction Requirements.

907-636.03.1--Direct Buried Cable. After the fourth sentence of Subsection 636.03.1 on page 555, add the following.

Direct buried electric cable shall not be placed in the same trench as fiber optic cables.

907-636.04--Method of Measurement. Delete the first paragraph of Subsection 636.04 on page 557, and substitute the following.

Electric cable of the type specified, constructed as specified on the plans, will be measured by the linear foot. Measurement will be computed horizontally along the conduit, messenger cable or mast arm and vertically along the pole. Measurement in underground conduit is only in the horizontal plane and no additional quantity shall be added for conduit depth or change in elevation of the conduit. No extra length will be allowed for cable inside signal heads, drip loops, or sag in aerial supported cable. Tracer tape, when required in the plans, used with tracer cable will not be measured for separate payment but shall be included in the contract price for Tracer Cable. The terminals for the measurements of lengths will be considered specifically as the center of the pull boxes, poles, signal heads or controller cabinets.

After the first paragraph of Subsection 636.04 on page 557, add the following.

ITS Ground Mounted Enclosures, complete in place and accepted, will be measured as a unit quantity per each for a complete and operable unit in accordance with the contract provisions.

907-636.05--Basis of Payment. After the first paragraph of Subsection 636.05 on page 557, add the following.

ITS Ground mounted enclosures, measured as prescribed above, will be required wherever ground mounted meter enclosures or step-up or step-down transformers are noted as required in the plans. The enclosures shall be paid for at the contract unit price bid per each; which price shall be full compensation for any transformers (as described in the plans), foundation construction, cabinets, pedestals, meter bases, disconnects, relays, terminals, circuit breakers, sockets, hubs, buses, connectors, mounting material, all other materials for constructing, installing, connecting, testing and final cleanup; and for all equipment, labor, tools and incidentals necessary to complete the work in accordance with the contract documents.

In the first sentence of the second paragraph of Subsection 636.05 on page 557, change “relaid” to “re-laid”.

Delete the list of pay items on pages 557 and 558, and substitute the following.

- | | |
|---|-------------------|
| 907-636-A: Electric Cable, Direct Burial, <u>Type</u> , AWG ___, ___ Conductor | - per linear foot |
| 907-636-B: Electric Cable, Underground in Conduit, <u>Type</u> , AWG ___,
___ Conductor | - per linear foot |
| 907-636-C: Electric Cable, Aerial Supported, <u>Type</u> , AWG ___,
___ Conductor | - per linear foot |
| 907-636-D: Electric Cable, Aerial Supported in Conduit, <u>Type</u> , AWG ___,
___ Conductor | - per linear foot |
| 907-636-E: Electric Cable, Underground in Conduit, Tracer Cable | - per linear foot |
| 907-636-F: Electric Cable, Repair | - per linear foot |
| 907-636-G: Underground Cable and Conduit, Removed | - per linear foot |
| 907-636-H: Underground Cable and Conduit, Removed and Re-laid | - per linear foot |
| 907-636-I: ITS Ground Mounted * Enclosure | - per each |

* Indicate Meter or Transformer

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-637-3

CODE: (IS)

DATE: 05/25/2021

SUBJECT: Traffic Signal Conduit and Pull Boxes

Section 637, Traffic Signal Conduit and Pull Boxes, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-637.02--Materials.

907-637.02.1--Pull Box / Enclosures. Delete the first sentence of the second paragraph of Subsection 637.02.1 on page 558, and substitute the following.

For grade level pull boxes and enclosures only, Tier 22 (22,500-pound design load, 33,750-pound test load) enclosures with minimum size dimensions as shown in the detail drawings on the plans shall be installed for use in traffic signal construction. Enclosure boxes shall be open bottom.

Delete the fourth sentence of the second paragraph of Subsection 637.02.1 on page 558.

907-637.03--Construction Requirements.

907-637.03.1--Pull box/Enclosures. Delete the sixth sentence of the first paragraph of Subsection 637.03.1 on page 559, and substitute the following.

Enclosures located in soil or sodded areas shall be installed with a supporting poured concrete collar or approved composite collar assembly, as shown by details on the plans.

907-637.03.2.1--Conduit Duct Bank. Delete the first sentence of subparagraph a) under Bored or drilled conduit in Subsection 637.03.2.1 on page 560, and substitute the following.

All conduits under railroad tracks shall be horizontal directional bored or drilled at a minimum of ten (10) feet below the railroad bed, or as required by the Railroad Company.

Delete Subsections 637.03.2.4 and 637.03.2.5 on pages 561 & 562, and substitute the following.

907-637.03.2.4--Blank.

907-637.03.2.5--Blank.

After Subsection 637.03.2.7 on page 563, add the following.

907-637.03.3--Submittals. The submittal requirements defined in the Notice to Bidders entitled “ITS General Requirements” shall be met if the NTB is included as part of the Project Proposal

and Contract Documents. In all cases, submittals shall be thorough and timely. All costs associated with submittals shall be included in the overall contract price; no separate payment will be made for any documenting and submitting.

907-637.03.4--Quality Assurance. The quality assurance requirements defined in the Notice to Bidders entitled "ITS General Requirements" shall be met if the NTB is included as part of the Project Proposal and Contract Documents. In all cases, the Contractor shall conduct, maintain, and leave the worksite in a professional and organized manner. All costs associated with the quality assurance requirements shall be included in the overall contract price.

907-637.04--Method of Measurement. Delete subparagraphs a) and b) in Subsection 637.04 on page 563, and substitute the following.

- a) From center to center of pull box and/or foundation.
- b) Any above ground vertical conduit runs, as indicated in the plans. Measurement in underground conduit is only in the horizontal plane and no additional quantity shall be added for conduit depth or change in elevation of the conduit.

907-637.05--Basis of Payment. Delete the first, second, third, fourth and fifth paragraphs of Subsection 637.05 on page 564, and substitute the following.

Pull Box Enclosures, measured as prescribed above, will be paid for at the contract unit price per each, which price shall be full compensation for furnishing all materials including the cover, installing, crushed gravel underlayment, poured concrete collars, replacement of sod or existing grassing, final clean-up and for all equipment, all documentation and submittals, tools, labor and incidentals necessary to complete the work and quality assurance.

Conduit / Duct Bank, measured as prescribed above, will be paid for per linear feet, which price shall be full compensation for all materials, equipment, labor, trenching, installing, backfilling trench, plowing, directional boring, restoration, marking tape, pull tape, duct plugs, fittings, testing, bore logs, all documentation and submittals, and all other incidentals necessary for the installation and quality assurance of the conduit system.

Rigid Galvanized Steel, measured as prescribed above, will be paid for per linear feet, which price shall be full compensation for all materials, equipment, labor, all documentation and submittals, all related materials including but not limited to couplings, mounting straps, bonding to ground, etc., that is installed on sign structures, poles or between the pull boxes, and all other incidentals necessary for the installation and quality assurance of the conduit system.

Duct Plugs and Sealant will be included in the cost of the conduit and will not be measured separately.

Delete the pay items listed on page 564 and substitute the following.

907-637-A: Pull Box Enclosure, Type - per each

907-637-B:	Pull Box Enclosure, Structure Mounted, <u>Type</u>	- per each
907-637-C:	Traffic Signal Conduit, Underground, <u>Type, Size</u>	- per linear foot
907-637-D:	Traffic Signal Conduit, Underground Drilled or Jacked, <u>Type, Size</u>	- per linear foot
907-637-E:	Traffic Signal Conduit, Structural Conduit, <u>Type, Size</u>	- per linear foot
907-637-F:	Traffic Signal Conduit, Aerial Supported, <u>Type, No, Size</u>	- per linear foot
907-637-G:	Traffic Signal Conduit, Underground Encased in Concrete, <u>Type, Size</u>	- per linear foot
907-637-H:	Traffic Signal Conduit Bank, Underground, <u>Type, No., Size</u>	- per linear foot
907-637-I:	Traffic Signal Conduit Bank, Underground Drilled or Jacked, <u>Type, No., Size</u>	- per linear foot
907-637-J:	Traffic Signal Conduit Bank, Structural Conduit, <u>Type, No., Size</u>	- per linear foot
907-637-K:	Traffic Signal Conduit Bank, Aerial Supported, <u>Type, Size and Number</u>	- per linear foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-645-1

CODE: (IS)

DATE: 11/15/2017

SUBJECT: Pedestrian Detection Assemblies

Section 645, Pedestrian Detection Assemblies, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-645.02--Materials.

907-645.02.1--Standard Pedestrian Pushbutton Detector. Before the first sentence of the paragraph in Subsection 645.02.1 on page 629, add the following.

The Standard Pedestrian Pushbutton Detector shall meet the latest ADA Compliant Specifications.

907-645.02.1.2--Pushbutton. Delete the second sentence of the paragraph in Subsection 645.02.1.2 on page 629, and substitute the following.

The switch, when activated, shall give an audible (i.e., click) and visual indication of actuation. The visual indication shall remain illuminated until the pedestrian's WALK indication is displayed.

907-645.02.5--Environmental. Delete the paragraph in Subsection 645.02.5 on page 631, and substitute the following.

Ensure equipment performs all required functions during and after being subjected to the environmental testing procedures described in NEMA TS 2, Sections 2.2.7, 2.2.8, and 2.2.9.

907-645.05--Basis of Payment. Add the "907" prefix to the list of pay items on page 631.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-700-1

CODE: (IS)

DATE: 10/25/2022

SUBJECT: Materials and Tests

Section 700, Materials and Tests, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

After Subsection 700.01 on page 713, add the following.

907-700.01.1--Buy America Materials Sourcing Requirements for Construction Materials.

As related to the requirements in Subsection 907-106.14, Construction Materials shall include an article or material that is or consists 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. Construction Materials which are exempt from the requirements in Subsection 907-106.14 include the following: cement or cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

For Construction Materials, both the final manufacturing process and the manufacturing stage immediately preceding the final manufacturing process shall occur domestically.

907-700.01.2--Compliance Requirements. Prior to incorporation into the work, the Contractor shall furnish the Project Engineer with certificates of compliance documenting conformance to the requirements of Subsection 907-106.14.

The certificates shall be on the Supplier's/Manufacturer's letterhead, containing the following:

- Project number
- Name of manufacturer and address of manufacture location
- Material description
- Batch number / Heat number / Lot number
- Bill of lading number
- Date received
- "I certify each material listed on this certificate to be permanently incorporated in this project has been manufactured domestically."
- Signature of an authorized representative of the Supplier/Manufacturer

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-701-3

CODE: (SP)

DATE: 05/04/2021

SUBJECT: Hydraulic Cement

Section 701, Hydraulic Cement, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-701.01--General. In the first sentence of the second paragraph of Subsection 701.01 on page 718, change “mills” to “plants.”

In the second sentence of the sixth paragraph of Subsection 701.01 on pages 718 and 719, change “shall” to “will.”

907-701.02--Portland Cement.

907-701.02.1-General.

907-701.02.1.2--Alkali Content. Delete the sentence in Subsection 701.02.1.2 on page 719, and substitute the following.

When used in portland cement concrete, the total alkali contribution from all cement types in this Subsection shall not exceed 4.0 lb. per cubic yard of concrete calculated as follows:

$$\text{lb alkali per cu Yd} = \frac{(\text{lb cement per cu Yd}) \times (\% \text{Na}_2\text{O equivalent in cement})}{100}$$

In the above calculation, the maximum cement alkali content reported on the cement mill certificate shall be used. An example calculation can be found in the Department’s *Concrete Field Manual*.

907-701.02.2--Replacement by Other Cementitious Materials. Delete the paragraph in Subsection 701.02.2 on page 719, and substitute the following.

The maximum replacement of cement by weight is 25% for fly ash or 50% for ground granulated blast furnace slag (GGBFS). Replacement contents below 20% for fly ash or 45% for GGBFS may be used, but will not be given any special considerations, such as the maximum acceptance temperature for portland cement concrete containing pozzolans in Subsection 804.02.13.1.5. Special considerations shall only apply for replacement of cement by fly ash or GGBFS.

Delete Subsection 701.02.2.1 on pages 719 and 720, and substitute the following.

907-701.02.2.1--Portland Cement Concrete Exposed to Soluble Sulfate Conditions or Seawater.

When portland cement concrete is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash or GGBFS shall be as follows in Table 1. Class C fly ash shall not be used as a replacement for cement in any of the sulfate exposure conditions listed in Table 1.

Table 1- Cementitious Materials for Soluble Sulfate Conditions or Seawater

Sulfate Exposure	Water-soluble sulfate (SO ₄) in soil, % by mass	Sulfate (SO ₄) in water, ppm	Cementitious material required
Moderate and Seawater	0.10 - 0.20	150 - 1,500	Type I cement with one of the following replacements of cement by weight: 24.5 - 25.0% Class F fly ash, or 49.5 - 50.0% GGBFS or Type II ^{*,**} cement
Severe	0.20 - 2.00	1,500 - 10,000	Type I cement with a replacement by weight of 49.5 - 50.0% GGBFS, or Type II [*] cement with one of the following replacements of cement by weight: 24.5 - 25.0% Class F fly ash, or 49.5 - 50.0% GGBFS

* Type III cement conforming to AASHTO M85 with a maximum 8% tricalcium aluminate (C₃A) may be used in lieu of Type II cement as allowed in Subsection 701.02.1; this cement is given the designation "Type III(MS)."

** Class F fly ash or GGBFS may be added as a replacement for cement as allowed in Subsection 907-701.02.2.

Delete Subsection 701.02.2.2 on page 720, and substitute the following.

907-701.02.2.2--Portland Cement for Soil Stabilization Exposed to Soluble Sulfate Conditions or Seawater. When portland cement for use in soil stabilization is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash or GGBFS shall meet the requirements of Subsection 701.02.2.1.

907-701.04--Blended Hydraulic Cement.

907-701.04.1--General. Delete Subsection 701.04.1.1 on page 720, and substitute the following.

907-701.04.1.1--Types of Blended Hydraulic Cement. Blended hydraulic cements (blended cements) shall be of the following types and conform to AASHTO M 240:

Type IL – Portland-limestone cement
Type IP – Portland-pozzolan cement
Type IS – Portland blast-furnace slag cement

Blended cement Types IL, IP, and IS meeting the “MS” sulfate resistance requirement listed in AASHTO M 240, Table 3 shall have the “(MS)” suffix added to the type designation.

907-701.04.1.2--Alkali Content. Delete the sentence in Subsection 701.04.1.2 on page 720, and substitute the following.

All blended cement types shall be made with clinker that would result in cement meeting the requirements of Subsection 701.02.1.2 when used in the production of AASHTO M 85, Type I or Type II cement.

The blended cement manufacturer shall include the percent equivalent alkalis as Na₂O on their cement mill reports.

When calculating the total alkali contribution with blended cements, use the equivalent alkali content of the base portland cement. An example calculation for cases where blended cements are used can be found in the Department’s *Concrete Field Manual*.

907-701.04.2--Replacement by Other Cementitious Materials. Delete the paragraph in Subsection 701.04.2 on page 720, and substitute the following.

The maximum replacement of blended cement Type IL by weight is 35% for fly ash or 50% for GGBFS. Replacement contents below 20% for fly ash or 45% for GGBFS may be used, but will not be given any special considerations, such as the maximum acceptance temperature for blended cement concrete containing pozzolans in Subsection 804.02.13.1.5. Special considerations shall only apply for replacement of blended cement by fly ash or GGBFS.

No additional cementitious materials, such as portland cement, blended cement, fly ash, GGBFS, or others, shall be added to or as a replacement for blended cement Types IP and IS.

Delete Subsection 701.04.2.1 on pages 720 and 721, and substitute the following.

907-701.04.2.1--Blended Cement Concrete Exposed to Soluble Sulfate Conditions or Seawater. When blended cement concrete is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash or GGBFS shall be as follows in Table 2. Class C fly ash shall not be used as a replacement for cement in any of the sulfate exposure conditions listed in Table 2.

Table 2- Cementitious Materials for Soluble Sulfate Conditions or Seawater

Sulfate Exposure	Water-soluble sulfate (SO ₄) in soil, % by mass	Sulfate (SO ₄) in water, ppm	Cementitious material required
Moderate and Seawater	0.10 - 0.20	150 - 1,500	Type IL (MS)* cement, Type IL cement with one of the following replacements of cement by weight: 24.5 - 35.0% Class F fly ash, or 49.5 - 50.0% GGBFS, Type IP (MS) cement, or Type IS (MS) cement
Severe	0.20 - 2.00	1,500 - 10,000	Type IL cement with a replacement of cement by weight of 49.5 - 50.0% GGBFS, or Type IL (MS) cement with one of following replacements of cement by weight: 24.5 - 35.0% Class F fly ash, or 49.5 - 50.0% GGBFS

* Class F fly ash or GGBFS may be added as a replacement for cement as allowed in Subsection 907-701.04.2.

Delete Subsection 701.04.2.2 on page 721, and substitute the following.

907-701.04.2.2--Blended Cement for Soil Stabilization Exposed to Soluble Sulfate Conditions or Seawater. When blended cement for use in soil stabilization is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash or GGBFS shall meet the requirements of Subsection 701.04.2.1.

Delete Subsection 701.04.3 on page 721.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-702-4

CODE: (IS)

DATE: 09/11/2018

SUBJECT: Bituminous Materials

Section 702, Bituminous Materials, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-702.04--Sampling. Delete the sentence in Subsection 702.04 on page 722, and substitute the following.

Sampling of bituminous materials shall be as set out in AASHTO R 66.

907-702.07--Emulsified Asphalt. Delete the last sentence in Subsection 702.07 on page 724, and substitute the following.

Asphalt for fog seal shall conform to the requirements of Subsection 907-702.12, Table V.

907-702.12--Tables. Delete Table V in Subsection 702.12 on page 729, and substitute the following.

**TABLE V
SPECIFICATION FOR FOG SEAL**

Test Requirements	LD-7		CHPF-1		Test Method
	Min.	Max.	Min.	Max.	
Viscosity, Saybolt Furol, @ 25°C, Sec.	10	100	-	100	AASHTO T 72
Storage Stability Test, 24 hr, %	-	1	-	1	AASHTO T 59
Settlement, 5 day, %	-	5	-	-	AASHTO T 59
Oil Distillate, %	-	1	-	-	AASHTO T 59
Sieve Test, % *	-	0.3	-	0.1	AASHTO T 59
Residue by Distillation, %	40	-	40	-	AASHTO T 59
Test on Residue from Distillation					
Penetration @ 25°C, 100g, 5 sec	-	20	40	90	AASHTO T 49
Softening Point, °C	65	-	-	-	ASTM D 36
Solubility in trichloroethylene, %	97.5	-	-	-	AASHTO T 44
Elastic Recovery @ 25°C, %	-	-	40	-	AASHTO T 301
Original DSR @ 82° (G*/Sinδ, 10 rad/sec)	1	-	-	-	AASHTO T 111

* The Sieve Test result is tested for reporting purposes only and may be waived if no application problems are present in the field.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-703-2

CODE: (SP)

DATE: 11/29/2022

SUBJECT: Gradation

Section 703, Aggregates, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-703.03--Coarse Aggregates for Hydraulic Cement Concrete.

907-703.03.2--Detail Requirements.

907-703.03.2.4--Gradation. In the table in Subsection 703.03.2.4 on page 734, add 100 for the percent passing by weight on the 1½-inch sieve for Size No. 67 aggregates.

Delete Note 2 under the table in Subsection 703.03.2.4 on page 734, and substitute the following.

Note ² – 100 percent shall pass the 1-inch sieve for Size 67 used in Class F and Class FX concrete.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-705-1

CODE: (IS)

DATE: 06/13/2018

SUBJECT: Stone Riprap

Section 705, Stone Blanket Protection and Filter Blanket Materials, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-705.04--Stone Riprap. Delete the last sentence of the first paragraph of Subsection 705.04 on page 750, and substitute the following.

Quality requirements for rock to be furnished under these specifications will come from a pre-approved source and be visually approved prior to use.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-707-3

CODE: (SP)

DATE: 10/27/2021

SUBJECT: Joint Materials

Section 707, Joint Materials, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-707.02--Joint Filler.

907-707.02.2--Preformed Sponge, Rubber, Cork and Closed-Cell Polypropylene Foam Joint Fillers for concrete Paving and Structural Constructions. Delete the two paragraphs of Subsection 707.02.2 on page 755, and substitute the following.

Preformed joint filler shall conform to AASHTO M 153 for sponge, rubber, and cork and tested according to ASTM D545. The type required will be indicated on the plans.

Closed-cell polypropylene foam shall conform to the requirements in ASTM D8139 and tested in accordance with ASTM D545.

907-707.02.3--Wood. Delete paragraph (b) of Subsection 707.02.3 on page 755, and substitute the following:

- (b) Dimensions shall be as shown on the plans. Dimensions shown on the plans are “dressed” sizes in accordance with Table 3 of the American Softwood Lumber Standard, SP-20. At the discretion of the Engineer, a 3/4-inch dressed board may be used in lieu of a 1-inch dressed board. A tolerance of plus or minus 1/16 inch thickness and plus or minus 1/8 inch width will be permitted. For slip-form paving a tolerance of minus 1/4 inch on each end in length will be permitted.

907-707.06--Flexible Plastic Gasket for Joining Conduit. Delete the third paragraph of Subsection 707.06 on page 756, and substitute the following.

The Department may require the performance test described in ASTM C 990.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-711-2

CODE: (IS)

DATE: 09/11/2018

SUBJECT: Plain Steel Wire

Section 711, Reinforcement and Wire Rope, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-711.02--Deformed and Plain Carbon-Steel Bars for Concrete Reinforcing.

907-711.02.3--Steel Welded and Non-Welded Wire Reinforcement, Plain and Deformed, for Concrete.

907-711.02.3.1--Plain Steel Wire. Delete the sentence in Subsection 711.02.3.1 on pages 780 and 781, and substitute the following.

Plain steel wire and plain steel welded wire shall conform to the requirements of AASHTO M 336.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-712-1

CODE: (SP)

DATE: 12/07/2021

SUBJECT: Fence and Guardrail

Section 712, Fence and Guardrail, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-712.01--General. After the sentence in Subsection 712.01 on page 785, add the following.

All materials' inspection, testing, and certification will be performed in accordance with the requirements of the current version of the Department's *Materials Division Inspection, Testing, and Certification Manual*.

Delete Subsections 712.02 and 712.03 on page 785, and substitute the following.

907-712.02--Barbed Wire. Barbed wire shall conform to the requirements of AASHTO M 280. In the coastal counties of Hancock, Harrison, and Jackson, either Coating Type Z Class 3 or Coating Type A shall be furnished. In all other areas of the State, either Coating Type Z Class 1, Coating Type Z Class 3, Coating Type ZA Class 60, or Coating Type A shall be furnished.

907-712.03--Metallic-Coated, Steel Woven Wire Fence Fabric. Woven wire fencing (i.e., "hog wire") shall conform to the requirements of AASHTO M 279. In the coastal counties of Hancock, Harrison, and Jackson, either Coating Type Z Class 3 or Coating Type A shall be furnished. In all other areas of the State, either Coating Type Z Class 1, Coating Type Z Class 3, Coating Type ZA Class 60, or Coating Type A shall be furnished.

907-712.04--Chain Link Fence. Delete Subsections 712.04.1 thru 712.04.7 on pages 785 & 786, and substitute the following.

907-712.04.1--Fabric. In the coastal counties of Hancock, Harrison, and Jackson, either Type I Class D, Type II, Type III, or Type IV fabrics shall be furnished. In all other areas of the State, either Type I Class C, Type I Class D, Type II, Type III, or Type IV fabrics shall be furnished.

907-712.04.2--Tie Wire. Tie wire shall be of the same material as the fencing wire being used, shall be of good commercial quality, and shall meet the requirements of AASHTO M 181. Either Type I, Type II, Type III, or Type IV tie wire shall be furnished.

907-712.04.3--Tension Wire. Tension wire shall be of the same material as the fencing wire being used, shall be of good commercial quality, and shall meet the requirements of AASHTO M 181. In the coastal counties of Hancock, Harrison, and Jackson, either Type I Class 3, Type II, Type III, or Type IV tension shall be furnished. In all other areas of the State, either Type II, Type III, Type IV, or Type I Classes 1, 2, or 3 tension wires shall be furnished.

907-712.04.4--Posts Rails, Gate Frames, and Expansion Sleeves. Posts, rails, gate frames, and expansion sleeves shall conform to the requirements for posts in Subsection 712.05.2, unless otherwise designated in the contract.

907-712.04.5--Miscellaneous Fittings and Hardware. Miscellaneous fittings and hardware shall conform to the requirements of Subsection 712.16.

907-712.05--Fence Posts and Braces.

907-712.05.1--Treated Timber Posts and Braces.

907-712.05.1.1--General. Delete the third, fourth, fifth, and sixth paragraphs of Subsection 712.05.1.1 on page 787, and substitute the following.

All wood posts and braces shall be treated in accordance with Subsections 718.03 and 718.04.

907-712.05.1.2--Round Posts. Delete the last sentence of the last paragraph of Subsection 712.05.1.2 on page 788.

907-712.05.1.3--Sawed Posts. Delete the last sentence of the paragraph of Subsection 712.05.1.3 on page 788.

907-712.05.1.4--Sawed Braces. Delete the last sentence of the paragraph of Subsection 712.05.1.4 on page 788.

Delete Subsection 712.05.2 on page 788, and substitute the following.

907-712.05.2--Metal Posts.

907-712.05.2.1--Round Steel Pipe. Round steel pipe shall meet the requirements of AASHTO M 181, either Grade 1 (i.e., meeting the requirements in ASTM F 1083) or Grade 2 (i.e., meeting the requirements of ASTM F 1043).

Round steel pipe shall be sized in accordance with NPS (nominal pipe size) designations as shown on Plans, and not according to the outer or inner pipe diameter.

907-712.05.2.2--Steel Fence Post and Assemblies, Hot-Wrought. Steel posts with the following section shapes, Tee, channel or U, and Y-Bar shall meet the requirements of AASHTO M 281, galvanized in accordance with the requirements of AASHTO M 111, unless otherwise specified in the contract. Acceptance of these steel posts shall be by certification from the manufacturer, producer, supplier, or fabricator, as applicable.

907-712.05.2.3--Blank.

907-712.05.2.4--Steel H-Beam Posts. Steel H-Beam posts shall be produced from structural quality weldable steel having a minimum yield strength of 45,000 psi and shall be galvanized in accordance with ASTM A 123. Steel H-Beam line posts shall be 2.250 inches by 1.625 inches and shall weigh 3.43 pounds per foot. A tolerance of plus or minus 5.0 percent is allowed for

weight per foot. A tolerance of plus or minus 1.0 percent is allowed for dimensions.

907-712.05.2.5--Aluminum-Alloy Posts and Assemblies. Round aluminum-alloy posts shall meet the requirements of ASTM B 241, Alloy 6061, T6. Aluminum-Alloy H-Beam posts shall meet the requirements of ASTM B 221, Alloy 6061, T6.

907-712.05.2.6--Formed Steel Section Posts. Formed steel section posts, "C" sections, shall be formed from sheet steel conforming to ASTM A 1011, Grade 45, and shall be galvanized in accordance with ASTM A 123.

907-712.06--Guard and Guardrail Posts.

907-712.06.2--Treated Wood Posts.

907-712.06.2.1--Square Posts. Delete the paragraph in Subsection 712.06.2.1 on page 789, and substitute the following.

All square posts shall be inspected for conformance with Section 712.05, except that the posts may be rough and shall be within $\pm 3/8$ " of the dimensions shown on the plans.

907-712.06.2.2--Round Posts. Delete the paragraph in Subsection 712.06.2.2 on page 789, and substitute the following.

All round posts shall be inspected for conformance with Section 712.05, except that the posts shall be of the shape and dimensions shown on the plans.

907-712.06.5--Treated Wood Blocks for Use with Metal Guardrail Posts. Delete the paragraphs of Subsection 712.06.5 on pages 789 & 790, and substitute the following.

Treated wood blocks for use with metal guardrail posts shall be within $\pm 3/8$ " of the size and dimensions shown on the plans, except that a minus tolerance shall not be allowed for the slotted width in which the metal post must fit.

Delete Subsection 712.16 on page 791, and substitute the following.

907-712.16--Hardware. All ferrous metal hardware for fencing such as bolts, nuts, washers, and metal straps shall be as specified on the plans and galvanizing shall not be less than 1.0 ounce per square foot of uncoated area. Aluminum coated hardware shall be coated with aluminum meeting the requirements of AASHTO M 181 for aluminum coating and at the rate of not less than 0.4 ounces per square foot of uncoated area.

Aluminum alloy hardware shall conform to the requirements of ASTM B 221 for extruded aluminum alloy 6063, T6. The finished members shall be of uniform quality.

Aluminum-zinc coated hardware shall be coated with an aluminum-zinc alloy meeting the chemical requirements and weight of coating specified for aluminum-zinc alloy coated metal gates.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-714-3

CODE: (SP)

DATE: 08/31/2021

SUBJECT: Miscellaneous Materials

Section 714, Miscellaneous Materials, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-714.01--Water.

907-714.01.1--General. Delete the last sentence of the second paragraph in Subsection 714.01.1 on page 794.

907-714.01.2--Water for Use in Concrete. Delete Subsection 714.01.2 on page 794, and substitute the following:

Water from municipal sources is permitted be used as mixing water in concrete, mortar, and grout without Department testing. Water from non-municipal water sources used in mixing of concrete, mortar, and grout which does not meet the requirements in Subsection 714.01.1 shall be tested for conformance as required in AASHTO M157, Table 1 and Table 2.

907-714.01.3--Water for Use in Chemically Stabilized Based. Delete the first sentence of first paragraph in Subsection 714.01.3 on page 794, and substitute the following:

Water used in the construction of bases that contain cement, lime, or other chemical additive shall be as set out in Subsection 714.01.1. Water from municipal sources is permitted to be used without testing for conformance to the requirements below. If water is not from a municipal source, it shall not contain impurities in excess of the following limits:

Delete Subsection 714.01.6 on page 795, and substitute the following.

907-714.01.6--Blank.

907-714.05--Fly Ash.

907-714.05.1--General. Delete the first sentence of the fifth paragraph in Subsection 714.05.1 on page 797.

907-714.13.11--Tables. Delete Table 1 in Subsection 714.13.11 on page 813, and substitute the following.

Notes: 1- All property values, with the exception of apparent opening size (AOS), represent minimum average roll values in the weakest principal direction. Values for AOS represent the maximum average roll values, 2 - Values not identified in this table should meet manufacturer certification for the use and application. 3- Machine direction

Delete Subsection 714.15 on pages 816 and 817 and substitute the following.

907-714.15--Geogrids.

907-714.15.1--General. A geogrid is defined as a geosynthetic formed by a regular network of connected elements with apertures greater than 0.25 inch to allow interlocking with surrounding soil, rock, and other surrounding materials to function primarily as reinforcement.

Geogrid shall be manufactured from an expanded strain hardened monolithic polymer sheet composed of one or more synthetic polymers and shall be mildew resistant and inert to biological degradation and naturally encountered chemicals, alkalis and acids. The geogrid shall contain stabilizers and/or inhibitors, or a resistance finish or covering to make it resistant to deterioration from direct sunlight, ultraviolet rays, and heat.

Geogrid manufacturers shall participate in and be in compliance with the American Association of State Highway Transportation Officials (AASHTO) National Transportation Product Evaluation Program's (NTPEP) Geosynthetics audit program. Geogrid shall meet the requirements of Table II for the application and type shown on the plans and shall be selected from the Department's Approved Lists.

907-714.15.1.1--Geogrid for Retaining Walls and Reinforced Soil Slopes. Geogrid for retaining walls and reinforced soil slopes shall be creep tested in accordance with AASHTO R69 and meet Long Term Design Load, Minimum Ultimate Tensile Strength, and open area criteria listed in Table II. Manufacturers shall perform at least one long-term creep test for no less than 10,000 hours in accordance to ASTM D 5262 for each polymer or composition of polymers from which the geogrid is produced. The long-term design load that shall be reported for design use, shall be that load at which no more than 10% strain occurs over a 100-year design life of the geogrid, as calculated in accordance with AASHTO R69. Long-term design loads shall be reported unfactored, and the AASHTO strength reduction factors (Durability and Installation, and safety factors) will be considered by the Department's Geotechnical Branch on a site specific design basis.

907-714.15.1.2--Geogrid for Subgrade Stabilization. Geogrid for subgrade stabilization shall meet Minimum Ultimate Tensile Strength and open area criteria listed in Table II.

907-714.15.2--Marking, Shipment, and Storage. Each roll or container of geogrid shall be visibly labeled with the name of the manufacturer, trade name of the product, lot number, and quantity of material. In addition, each roll or container shall be clearly tagged to show the type designation that corresponds to that required by the plans. During shipment and storage the geogrid shall be protected from direct sunlight, and temperatures above 120°F or below 0°F. The geogrid shall either be wrapped and maintained in a heavy duty protective covering or stored in a safe enclosed area to protect from damage during prolonged storage.

907-714.15.3--Manufacturer Certification. The Contractor shall furnish the Engineer three copies of the manufacturer's certified test reports indicating that the geogrid furnished conforms to the requirements of the specifications and is of the same composition as the originally approved

by the Department.

907-714.15.4--Acceptance Sampling and Testing. Final acceptance of each shipment will be based upon results of tests performed by the Department on verification samples submitted from the project, as compared to the manufacturer's certified test reports. The Engineer will select one roll or container at random from each shipment for sampling. A sample extending full width of the randomly selected roll or container and being at least five (5) square yards in area will be obtained and submitted by the Engineer. All material samples shall be provided at no cost to the State.

**TABLE II
GEOGRIDS**

Physical Properties	Type Designation						Test Method
	I	II	III	IV	V	VI	
Long Term Design Load ¹ , pounds per foot, Machine Direction	250	500	750	1500	2500	3500	AASHTO R69, ASTM D5262
Minimum Ultimate Tensile Strength ² , pounds per foot, Machine Direction	500	1000	1500	3000	5000	7000	ASTM D6637
Open Area, percent	70	70	50	50	50	50	Direct Measurement

¹ Minimum design criteria requirement.

² Minimum Average Roll Value (MARV).

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-718-1

CODE: (SP)

DATE: 12/07/2021

SUBJECT: Timber and Dimension Lumber

Section 718, Timber and Dimension Lumber, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

Delete the Subsections in Section 718 on pages 836 thru 838, and substitute the following.

907-718.01--General. All timber and dimension lumber shall be Southern pine and shall conform in all respects to applicable requirements of AASHTO M 168. The Department reserves the right to sample and to test all materials at any time; all inspection, testing, and certification of materials will be performed in accordance with the requirements of the current version of the Department's *Materials Division Inspection, Testing, and Certification Manual*.

Timber and dimension lumber shall be furnished in the sizes shown on the plans or as specified. Unless otherwise specified, timber and dimension lumber shall be No. 1, or better, graded according to the latest American Lumber Standards.

Only one type of preservative shall be used for the treatment of materials for any one class of construction on a project, unless otherwise specified.

Where treated timber and dimensional lumber is to be used in non-highway construction or use, such as decking, handrails in walking trails, or in any manner where general public exposure by touch is possible, the treatment requirements will be as per project plans and/or approved by the State Materials Engineer.

907-718.02--Untreated Timber and Dimension Lumber. Untreated timber and dimension lumber shall conform to the requirements of AASHTO M 168.

907-718.03--Treated Timber and Dimension Lumber. Timber and dimension lumber to be treated shall meet the requirements herein specified and shall be treated as specified. Treated timber or dimensional lumber will not be accepted for use unless it has been inspected by an authorized representative of the Department and found to be satisfactory after treatment.

907-718.03.1--Blank.

907-718.03.2--Treatment.

907-718.03.2.1--General. All materials shall be treated in accordance with AASHTO M 133 unless otherwise directed by the Environmental Protection Agency (EPA).

907-718.03.2.2--Blank.

907-718.03.2.3--Inspection. Treated timber and dimension lumber shall be inspected by an authorized representative of the Department before being incorporated into the work. Treatment reports shall be provided to the Department for each lot of material supplied.

907-718.03.3--Blank.

907-718.03.4--Storage of Treated Material. All material treated for stock shall be stacked as compactly as possible on a well-drained surface. Material shall be supported on sills spaced as necessary, not to exceed 10 foot intervals and shall have at least one foot of air space beneath the stacks.

All materials treated with preservatives for use in buildings and applications where painting is required shall be dried after treatment. The treated wood shall be dried in accordance with American Lumber Standards.

907-718.04--Preservative. Preservatives shall be as specified in AASHTO M 133 unless otherwise directed by the Environmental Protection Agency (EPA).

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-720-2

CODE: (IS)

DATE: 09/11/2018

SUBJECT: Acceptance Procedure for Glass Beads

Section 720, Pavement Marking Materials, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-720.01--Glass Beads.

907-720.01.4--Acceptance Procedures. Delete the last sentence of the paragraph in Subsection 720.01.4 on page 841, and substitute the following.

Acceptance sampling and testing of glass beads will be in accordance with Subsection 2.9.2 of the Department's Materials Division Inspection, Testing, and Certification Manual.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-721-4

CODE: (IS)

DATE: 04/19/2022

SUBJECT: Materials for Signing

Section 721, Materials for Signing, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-721.06--Reflective Sheeting.

907-721.06.2--Performance Requirements. Delete Table 4 and Table 5 in Subsection 721.06.2 on pages 860 & 861, and substitute the following.

MINIMUM COEFFICIENTS OF RETROREFLECTION Candela per foot candle per square foot (cd/fc/ft²) Per ASTM Designation D4956

TABLE 4
Type IX Sheeting

Observation Angle	Entrance Angle	White	Yellow	Green	Red	Blue	Fluorescent Yellow/Green	Fluorescent Yellow	Fluorescent Orange
0.2°	-4.0°	380	285	38	76	17	300	230	115
0.2°	+30.0°	215	162	22	43	10	170	130	65
0.5°	-4.0°	240	180	24	48	11	190	145	72
0.5°	+30.0°	135	100	14	27	6.0	110	81	41
1.0°	-4.0°	80	60	8.0	16	3.6	64	48	24
1.0°	+30.0°	45	34	4.5	9.0	2.0	36	27	14

TABLE 5
Type XI Sheeting

Observation Angle	Entrance Angle	White	Yellow	Green	Red	Blue	Brown	Fluorescent Yellow/Green	Fluorescent Yellow	Fluorescent Orange
0.2°	-4.0°	580	435	58	87	26	17	460	350	175
0.2°	+30.0°	220	165	22	33	10	7.0	180	130	66
0.5°	-4.0°	420	315	42	63	19	13	340	250	125
0.5°	+30.0°	150	110	15	23	7.0	5.0	120	90	45
1.0°	-4.0°	120	90	12	18	5.0	4.0	96	72	36
1.0°	+30.0°	45	34	5.0	7.0	2.0	1.0	36	27	14

After Subsection 721.10 on page 864, add the following.

907-721.11--Digital Applied Printing. The following addresses the requirements for digitally printed finished retroreflective traffic control signs on flat sheet aluminum and digitally printed traffic sign faces intended to be applied to a sign substrate.

907-721.11.1--Digitally Printed Ink Systems. Traffic signs must be produced using components, and processes that comply with the retroreflective sheeting manufacturer's recommendations.

Digital printed ink systems used to print traffic signs must meet and comply with daytime and nighttime chromaticity (color standards) as recognized in ASTM D4956 “Standard Specification for Retroreflective Sheeting for Traffic Control.”

Digital printed ink systems must meet 70% of the initial retroreflectivity specifications of each respective reflective film color as found in ASTM D4956 “Standard Specification for Retroreflective Sheeting for Traffic Control.”

Prior to fabrication and preferably at the preconstruction meeting, the Contractor shall advise the Project Engineer in writing as to which signs on the project will be digitally printed and which ones will be screen printed. The Contractor shall submit to the Project Engineer certifications for all digitally printed signs, which will be forwarded to the State Traffic Engineer for review.

907-721.11.2--Protective Overlay Film. Permanent traffic signs printed with digital ink systems will be fabricated with a full sign protective overlay film designed to provide a smooth surface needed for retroreflectivity, and to protect the sign from fading and UV degradation. The overlamine shall comply with the retroreflective sheeting manufacturer’s recommendations to ensure proper adhesion and transparency and will also meet the reflective film durability as identified in Table 1.

Table 1
Retroreflective Film Minimum Durability Requirements

ASTM D4956 Type	Full Sign Replacement Term (years)	Sheeting Replacement Term (years)
IV	7	10
VIII	7	10
IX	7	12
XI	7	12

Temporary signs used in work zones printed with black ink only will not require a protective overlay film as long as the finished sign is warranted for a minimum outdoor durability of three years by the sheeting manufacturer.

907-721.11.3--Inspection. During fabrication, the Contractor shall provide sufficient testing and quality control throughout fabrication to insure good workmanship. Once the material has been received, it may be subject to random testing to ensure compliance with all requirements. If any test samples do not conform to the requirements, the entire order may be returned at the vendor’s expense.

907-721.11.4--Traffic Sign Performance Warranty Provisions. Based on the ASTM Type of sheeting specified, traffic control signs shall be warranted for the duration shown in Table 1. The Contractor shall supply a copy of the warranty document with complete details of terms and conditions upon request of the Department.

907-721.11.5--Certified Digital Sign Fabricator. Sign fabricators using digital imaging methods to produce regulated traffic signs must be certified by the reflective sheeting manufacturer whose materials are used to produce the delivered signs.

Certified sign fabricators must undergo an audit process by the sheeting manufacturer to ensure they have the proper equipment, manufacturing capabilities, manufacturing application processes and the materials required to fulfill the sheeting manufacturer's warranty obligations. Sign fabricators must recertify annually with reflective sheeting manufacturers or utilize a 3rd party certifier approved by the reflective sheeting manufacturer.

The Contractor shall submit proof of Sign Fabricator Certification as issued by the retroreflective sign sheeting manufacturer to the Project Engineer upon delivery of the signs, or with the Shop Drawings.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-722-1

CODE: (IS)

DATE: 11/15/2017

SUBJECT: Materials for Traffic Signal Installation

Section 722, Materials for Traffic Signal Installation, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follow.

907-722.02.3--Design Strength Requirements. Delete Subsection 722.02.3 on pages 864 thru 866, and substitute the following.

Unless specified otherwise in the plans, poles shall meet the requirements of the AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals*, as specified in the plans with all interim supplements. All components of the assemblies shall be designed to the following:

- Importance Factor: 1.0; 50 year mean recurrence interval
- Basic Wind Speed (3 second gust): As shown on the project plans
- Minimum Gust Effect Factor: 1.14
- Fatigue Category: II
- Ice Loading: As shown on the project plans
- Natural Wind Gust Pressure Loads: Included
- Truck Induced Gust Pressure Loads: Not included
- Galloping: Not included

907-722.02.5--Mast Arms for Traffic Signal and Equipment Poles. Delete the first four sentences of the third paragraph of Subsection 722.02.5 on page 867, and substitute the following.

Anchor base plates must meet the minimum requirements of ASTM A36 or ASTM A709 Grade 36 or ASTM A572 Grade 50 and must be welded to the shaft by either telescoped with two continuous arc welds or by back up ring using full penetration welds.. Flange plate shall telescope the large end of the arm and be welded by either two (2) continuous arc welds, one (1) being on the outside of the plate, adjacent to the shaft, and the other one (1) on the inside at the end of the tubular cross section or by back up ring using full penetration welds. The thru-bolt flange plate or tapped flange plate supporting the mast arm shall be welded to the pole near the top and supported side plate tangent to the pole and gusset plates both top and bottom. The thru-bolt or tapped flange plate must be sufficient to develop the full capacity of the connecting bolts.

907-722.03--Electric Cable. Delete the paragraphs for Loop Detector Wire and Loop Detector Lead-in Cable in Subsection 722.03 on page 869.

Delete the first sentence of “Communication Cable” in Subsection 722.03 on page 870, and substitute the following.

Communication cables shall be as per the manufacturer's recommendation.

907-722.05.4--Type III or Type IV Rigid Non-Metallic Conduit. After the last sentence of Subsection 722.05.4 on page 871, add the following.

Schedule 40 conduit shall be used unless otherwise noted in the plans.

Delete the title of Subsection 722.13.3 on page 876, and substitute the following.

907-722.13.3--Power Service Pedestal.

Delete the first paragraph of Subsection 722.13.3 on page 876, and substitute the following.

The pedestal shall be of NEMA Type 3R rainproof construction and shall be UL Listed as "Enclosed Industrial Control Equipment" (UL 508A). External construction shall comply with UL50 requirements and shall be unpainted aluminum.

Nominal size of the pedestal shall be 48"H x 16"W x 16"D.

Pedestal shall have a voltage rating or 120v/240v single phase with an Amperage rating of 800A.

After the first sentence of the seventh paragraph of Subsection 722.13.3 on page 876, add the following.

An outdoor rated heavy duty combination lock shall be provided to lock the customer compartment door.

907-722.14.1.3--Optical System. Delete the sixteenth paragraph of Subsection 722.14.1.3 on page 879, and substitute the following.

The signal module on-board circuitry shall include voltage surge protection to withstand high-repetition noise transients and low-repetition high-energy transients as stated in Section 2.1.6, NEMA Standard TS 2, 1992.

Delete the last sentence of the seventeenth paragraph of Subsection 722.14.1.3 on page 879, and substitute the following.

Load switches shall be compatible with NEMA TS 1 or later, or Model 170-1989 or later.

Delete Subsection 722.14.5 on page 882, and substitute the following.

907-722.14.5--Blank.

Delete Subsections 722.14.7 and 722.14.8 on page 882.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-804-11

DATE: 09/26/2023

SUBJECT: Concrete Bridges and Structures

Before Subsection 907-804.02.10 on page 1, add the following.

907-804.02.8--Laboratory Accreditation. Delete Table 1 in Subsection 804.02.8 on page 938, and substitute the following.

Table 1

AASHTO: R 39	Making and Curing Concrete Test Specimens in the Laboratory
AASHTO: R 60	Sampling Freshly Mixed Concrete
AASHTO: R 76	Reducing Samples of Aggregate to Testing Size
AASHTO: R 90	Sampling Aggregates Products
AASHTO: R 100	Making and Curing Concrete Test Specimens in the Field
AASHTO: T 19	Bulk Density ("Unit Weight") and Voids in Aggregates
AASHTO: T 22	Compressive Strength of Cylindrical Concrete Specimens
AASHTO: T 27	Sieve Analysis of Fine and Coarse Aggregates
AASHTO: T 84	Specific Gravity and Absorption of Fine Aggregate
AASHTO: T 85	Specific Gravity and Absorption of Coarse Aggregate
AASHTO: T 119	Slump of Hydraulic Cement Concrete
AASHTO: T 121	Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete
AASHTO: T 152	Air Content of Freshly Mixed Concrete by Pressure Method *
AASHTO: T 196	Air Content of Freshly Mixed Concrete by the Volumetric Method
AASHTO: T 231	Capping Cylindrical Concrete Specimens
AASHTO: T 255	Total Evaporable Moisture Content of Aggregate by Drying
AASHTO: T 325	Standard Method of Test for Estimating the Strength of Concrete in Transportation Construction by Maturity Tests **
AASHTO: T 309	Temperature of Freshly Mixed Portland Cement Concrete
ASTM: C 1074	Standard Practice for Estimating Concrete Strength by the Maturity Method **

After the last paragraph of Subsection 907-804.02.10 on page 2, add the following.

907-804.02.10.1--Proportioning of Hydraulic Cement Concrete Mixture Design.

907-804.02.10.1.1--Proportioning on the Basis of Previous Field Experience of Trial Mixtures. Delete paragraph (c) of Subsection 804.02.10.1.1 on page 942, and substitute the following.

- (c) Consist of 10 consecutive tests, average of three cylinders per test, tested at 28 days. For all mixture designs, for each of these tests on the plastic concrete the test data shall meet the acceptance criteria of Subsection 804.02.13.1.

Delete Subsection 907-804.02.12 on pages 2 and 3, and substitute the following.

907-804.02.12--Contractor's Quality Control.

907-804.02.12.1--Quality Control Plan.

907-804.02.12.1.1--Elements of Plan. Delete Item (d) (3) in Subsection 804.02.12.1.1 on page 947, and substitute the following.

- (3) If the Contractor elects to utilize Job Site Batch Adjustments by Addition of Chemical Admixture within Item 2, the procedures outlined in the Contractor's Quality Control Plan for Job Site Batch Adjustments shall be followed.

907-804.02.12.5--Non-Conforming Materials. Delete Table 4 in Subsection 804.02.12.5 on page 950, and substitute the following.

Table 4
CONTRACTOR'S MINIMUM REQUIREMENTS FOR QUALITY CONTROL

Hydraulic Cement Concrete		
Control Requirement	Frequency	AASHTO/ASTM
A. PLANT AND TRUCKS 1. Mixer Blades 2. Scales a. Tared b. Calibrate c. Check Calibration 3. Gauges & Meters - Plant & Truck a. Calibrate b. Check Calibration 4. Admixture Dispenser a. Calibrate b. Check Operation & Calibration	Monthly Daily Every 6 months Weekly Every 6 months Weekly Every 6 months Daily	
B. AGGREGATES 1. Sampling 2. Fine Aggregate a. Gradation / FM b. Moisture c. Specific Gravity / Absorption 3. Coarse Aggregates a. Gradation b. Moisture c. Specific Gravity / Absorption	250 yd ³ concrete Check meter against test results weekly 2500 yd ³ concrete 250 yd ³ concrete Minimum of once daily or more as needed to control production. Check meter against test results weekly. 250 yd ³ Concrete if the coarse aggregate oven dry specific gravity is less than 2.450, or 2500 yd ³ Concrete if the coarse aggregate oven dry specific gravity is greater than or equal to 2.450	T 2 T 27 T 255 T 84 T 27 T 255 T 85
C. PLASTIC CONCRETE 1. Sampling 2. Air Content 3. Slump 4. Density (Unit Weight) 5. Compressive Strength 6. Yield 7. Temperature	First load then one per 50 yd ³ First load then one per 50 yd ³ 100 yd ³ or when cylinders are made A minimum of one set (three cylinders) for each 100 yd ³ inclusive and one set for each additional 100 yd ³ or fraction thereof for each class concrete delivered and placed on a calendar day from a single supplier. A test shall be the average of three cylinders. Each 400 yd ³ Concrete With each sample	R 60 T 152 or T 196 T 119 T 121 T 22, T 23, T 231 T 121 T 309

Delete Subsection 804.02.13.1.7 on page 954 and substitute the following.

907-804.02.13.1.7--Blank.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-804-11

CODE: (IS)

DATE: 05/05/2021

SUBJECT: Concrete Bridges and Structures

Section 804, Concrete Bridges and Structures, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-804.02--Materials.

907-804.02.3--Non-Quality Control / Quality Assurance Concrete.

Delete the third sentence of the first paragraph on page 936 and substitute the following.

The Contractor is required to submit mixture designs to accomplish this work in accordance with Section 804 and perform normal Quality Control functions in accordance with Table 4, Contractor's Minimum Requirements for Quality Control, Items A and B.

Add the following to the list of concrete items on page 937 that are not accepted based on the Quality Control / Quality Assurance (QC/QA) requirements.

<u>Section</u>	<u>Description</u>
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610	High Tension Cable Barrier
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907-804.02.6--Classification and Uses of Concrete. After the last class of concrete listed in Section 804.02.6 on page 938, add the following.

10) Class BDX - Concrete for bridge decks (4,500 psi)

907-804.02.10--Hydraulic Cement Concrete Mixture Design. Add the following to Table 3 in Subsection 804.02.10 on page 941.

BDX	Bridge Deck ¹	57 or 67	0.42-0.45	4500	5 [-2.5]	4.5±1.5 6.5±1.5	N/A
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Delete footnote 1 of Table 3 in Subsection 804.02.10 on pages 941 & 942 and substitute the following.

¹ An approved synthetic structural fiber meeting the requirements of Subsection 711.04 shall be incorporated into the mixture at 1.25 times the approved dosage rate. For each additional pound of fibers per cubic yard added in excess of the requirement stated above, an additional inch of slump will be allowed up to a maximum permitted slump of eight (8) inches.

For Class BD, the maximum cementitious material content shall be 550 pounds per cubic yard

For Class BDX, the maximum cementitious material content shall be 564 pounds per cubic yard.

Delete footnote 3 of Table 3 in Subsection 804.02.10 on page 942 and substitute the following:

- ³ The design slump selected by the Contractor for the mixture design approval is the maximum slump permitted.

Delete the last sentence of the first paragraph on page 942 and substitute the following.

Other hydraulic cements may be used in accordance with the specifications listed in Section 701. Other small coarse aggregate sizes meeting the requirements of Subsection 703.03.2.4 may be used in conjunction with the coarse aggregate sizes listed in Table 3.

907-804.02.12--Contractor's Quality Control. Delete Table 4 in Subsection 804.02.12.5 on page 950, and substitute the following.

Table 4
CONTRACTOR'S MINIMUM REQUIREMENTS FOR QUALITY CONTROL

Hydraulic Cement Concrete		
Control Requirement	Frequency	AASHTO/ASTM
A. PLANT AND TRUCKS 1. Mixer Blades 2. Scales a. Tared b. Calibrate c. Check Calibration 3. Gauges & Meters - Plant & Truck a. Calibrate b. Check Calibration 4. Admixture Dispenser a. Calibrate b. Check Operation & Calibration	Monthly Daily Every 6 months Weekly Every 6 months Weekly Every 6 months Daily	
B. AGGREGATES 1. Sampling 2. Fine Aggregate a. Gradation / FM b. Moisture c. Specific Gravity / Absorption 3. Coarse Aggregates a. Gradation b. Moisture c. Specific Gravity / Absorption	250 yd ³ concrete Check meter against test results weekly 2500 yd ³ concrete 250 yd ³ concrete Minimum of once daily or more as needed to control production. Check meter against test results weekly. 250 yd ³ Concrete if the coarse aggregate oven dry specific gravity is less than 2.450, or 2500 yd ³ Concrete if the coarse aggregate oven dry specific gravity is greater than or equal to 2.450	T 2 T 27 T 255 T 84 T 27 T 255 T 85
C. PLASTIC CONCRETE 1. Sampling 2. Air Content 3. Slump 4. Density (Unit Weight) 5. Compressive Strength 6. Yield 7. Temperature	First load then one per 50 yd ³ First load then one per 50 yd ³ 100 yd ³ or when cylinders are made A minimum of one set (three cylinders) for each 100 yd ³ inclusive and one set for each additional 100 yd ³ or fraction thereof for each class concrete delivered and placed on a calendar day from a single supplier. A test shall be the average of three cylinders. Each 400 yd ³ Concrete With each sample	R 60 T 152 or T 196 T 119 T 121 T 22, T 23, T 231 T 121 T 309

907-804.02.13--Quality Assurance Sampling and Testing. Delete Table 5 in Subsection 804.02.13 on pages 951 and 952, and substitute the following.

TABLE 5
DEPARTMENT'S MINIMUM REQUIREMENTS
FOR QUALITY ASSURANCE

Quality Assurance Tests	Frequency	AASHTO/ASTM
A. AGGREGATES		
1. Sampling		T 2
2. Fine Aggregate Gradation and FM	250 yd ³ concrete	T 27
3. Coarse Aggregates Gradation	250 yd ³ concrete	T 27
4. Coarse Aggregate a. Specific gravity / Absorption	250 yd ³ Concrete if the coarse aggregate oven dry specific gravity is less than 2.450, or 2500 yd ³ Concrete if the coarse aggregate oven dry specific gravity is greater than or equal to 2.450	
B. PLASTIC CONCRETE		
1. Sampling		R 60
2. Air Content	Every 100 yd ³	T 152 or T 196
3. Slump	Every 100 yd ³	T 119
4. Density (Unit Weight)	100 yd ³ or when cylinders are made	T 121
5. Compressive Strength	One set (three cylinders) for every 100 yd ³ inclusive. A test shall be the average of three cylinders.	T 22, T 23, T 231
6. Temperature	With each sample	T 309

907-804.02.13.1.4--Yield. Delete the first sentence of Subsection 804.02.13.1.4 on page 953 and substitute the following.

If the yield of the concrete mixture is more than plus or minus three percent ($\pm 3\%$) of the design volume, the mixture design shall be adjusted by a Class III Certified Technician representing the Contractor to yield the correct volume, plus or minus three percent ($\pm 3\%$).

907.804.02.13.1.7--Static Segregation. Delete the second sentence of Subsection 804.02.13.1.7 on page 954 and substitute the following.

If the static segregation of the concrete mixture design exceeds this requirement, the mixture design shall be adjusted by a Class III Certified Technician representing the Contractor to ensure a static segregation in conformance with the requirement in Table 3.

907-804.03--Construction Requirements. Delete Subsection 804.03.16.1 on pages 970 & 971, and substitute the following.

907-804.03.16.1--Cold Weather Concreting.

907-804.03.16.1.1--Mixture Acceptance Temperature. For the purpose of job site acceptance temperature in accordance with Subsection 804.02.13.1.5, in cold weather, the acceptance temperature of the concrete when delivered to the job site shall conform to the temperature limitations of "Temperature Limitations on Concrete when Delivered to Job Site" listed in Table 8 below. For the purpose of mixture acceptance temperature, cold weather is defined as three consecutive days when there is a probability that the daily average of the highest and lowest

ambient temperatures is expected to be less than 40°F. This three-day forecast shall be based on the latest information available from the National Weather Service.

TABLE 8
COLD WEATHER TEMPERATURE LIMITATIONS ON CONCRETE
WHEN DELIVERED TO JOB SITE

Section thickness in the least dimension inches	Jobsite Acceptance Temperature Range °F
Less than 12	55 to 75
12 to 36	50 to 70
36 to 72	45 to 65
Greater than 72	40 to 60

907-804.03.16.1.2--Structure Concrete Protection. The Contractor shall assume all risk and added cost connected with the placing and protecting of concrete during cold weather. For the purpose of structure protection, cold weather is defined as periods where there are indications of temperatures less than 40°F during the first four days after placement. Permission given by the Engineer to place concrete during such time will in no way relieve the Contractor of responsibility for satisfactory results. Protection of the concrete shall be accomplished in accordance with the requirements in Subsection 907-804.03.16.1.2.1. If approved by the Engineer, the protection of the concrete may be accomplished in accordance with the requirements in Subsection 907-804.03.16.1.2.2. In either case, should it be determined at any time that the concrete placed under such conditions is unsatisfactory, it shall be removed and replaced with satisfactory concrete by the Contractor without extra compensation.

Before placing concrete, all ice or frost shall be removed from the forms and reinforcement.

In the case of concrete placed directly on or in the ground, such as for footings or bottom slabs, protection and curing during cold weather may be provided as set for concrete pavement under Subsection 501.03.20.3.

907-804.03.16.1.2.1--Enclosure Method. The Contractor shall have available on the project the approved facilities necessary to enclose uncured concrete and to keep the temperature of the air inside the enclosure between 50°F and 100°F for the duration of the cold weather period. The Contractor shall use such heating equipment such as stoves, salamanders, or steam equipment as deemed necessary to protect the concrete. When dry heat is used, means of maintaining atmospheric moisture shall be provided.

The Contractor shall install the temperature sensors and other appurtenances to measure and record the temperature history of the air inside the enclosure. The Contractor shall be able to determine the temperature history of air inside the enclosure while remaining outside the enclosure

In the event that the Contractor's enclosure method does not successfully maintain the air temperature within the required range, the Contractor shall suspend additional concrete placements until either 1) such time that changes in the enclosure method are demonstrated to successfully

maintain the required temperatures during other periods of cold weather, or 2) such time that concrete placements are not conducted during periods of cold weather.

If the air temperature inside the enclosure at the end of the protection period is more than 20°F greater than the ambient temperature, the Contractor shall 1) stop using heating equipment, 2) leave the enclosure undisturbed, and 3) allow the air temperature inside the enclosure to decrease to within 20°F of the ambient temperature before disturbing or removing the enclosure.

907-804.03.16.1.2.2--Insulating Blanketing Method. At the option of the Contractor with the approval of the Engineer, an approved insulating blanketing material capable of maintaining the temperature of the concrete at or above 40°F may be used to protect the work. The insulating blanketing material shall remain in place until both 1) the required concrete strength in Table 6 is achieved as determined using the Maturity Method in accordance with Subsection 804.03.15, and 2) the temperature differential between the ambient temperature and the internal concrete temperature determined by the maturity meter does not exceed 20°F.

In the event the Engineer does not approve of using the Insulating Blanketing Method, the Contractor shall use the Enclosure Method per Subsection 907-804.03.16.1.2.1.

907-804.03.16.1.2.3--Batching Considerations. One or more of the aggregates and/or mixing water may be heated. The aggregates may be heated by steam, dry heat, or by placing in the mixing water that has been heated. Frozen aggregates shall not be used. When either aggregates or water are heated above 100°F, the aggregates and water shall be combined first in the mixer before the cement is added to avoid flash set. Cement shall not be mixed with water or with a mixture of water and aggregate having a temperature greater than 100°F.

The use of salt or other chemical admixtures in lieu of heating will not be permitted.

907-804.03.17--Curing Concrete.

907-804.03.17.1--Water with Waterproof Cover. In the second sentence of the fourth paragraph of Subsection 804.03.17.1 on page 973, delete the word “due”.

Delete the first sentence of the fifth paragraph of Subsection 804.03.17.1 on page 973, and substitute the following.

The Contractor shall maintain the burlap in a fully wet condition using powered fogging equipment, such as a commercially available pressure washer, which is capable of producing a fog spray of atomized droplets of water (i.e., producing a very fine and gentle mist that looks like a foggy morning) until the concrete has gained sufficient strength to allow foot traffic without the foot traffic marring the surface of the concrete.

Delete the seventh paragraph of Subsection 804.03.17.1 on page 973, and substitute the following.

If there is an unanticipated delay in the placement of the first layer of saturated burlap outside the time limit which is due to unforeseen events which are not a part of the Contractor's curing operations for meeting the requirements of this Subsection and which are outside the direct control

of the Contractor, the struck-off and finished concrete shall be kept wet by use of the powered fogging equipment used to keep the burlap wet as described previously in the Subsection.

In the second sentence of the eighth paragraph of Subsection 804.03.17.1 on page 973, replace the word “like” with “such as”.

907-804.03.17.1.2--Liquid Membrane. In the first sentence of the first paragraph of Subsection 804.03.17.1 on page 973, replace “polyethylene sheets” with “white polyethylene sheets.”

907-804.03.19.7--Finishing Bridge Decks.

907-804.03.19.7.1--General. Delete the second paragraph of Subsection 804.03.19.7.1 on page 985, and substitute the following.

In the event a method is not designated on the plans, the Contractor may use either the Longitudinal Method in accordance with Subsection 907-804.03.19.7.2 or the Transverse Method in accordance with Subsection 907-804.03.19.7.3.

907-804.03.19.7.2--Longitudinal Method. Delete the first sentence of the first paragraph of Subsection 804.03.19.7.2 on page 985, and substitute the following.

The longitudinal method may only be used for repairs to bridge decks or bridge widening projects.

907-804.03.19.7.3--Transverse Method. Before the first sentence of the first paragraph of Subsection 804.03.19.7.3 on page 986, add the following.

The transverse method shall be used for construction of new bridge decks and may be used for bridge deck repair or bridge widening.

907-804.05--Basis of Payment. Delete the first and second pay items listed on page 999, and substitute the following.

907-804-A: Bridge Concrete, Class _____ - per cubic yard

907-804-B: Box Bridge Concrete, Class _____ - per cubic yard

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-809-2

CODE: (SP)

DATE: 05/04/2021

SUBJECT: Retaining Wall Systems

Section 809, Retaining Wall Systems, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

Delete Subsection 809.02.2.4 on pages 1017 and 1018 and substitute the following.

907-809.02.2.4--Geogrid Reinforcement for Mechanically Stabilized Earth Walls. Geogrid shall meet the requirements of Subsection 907-714.15.

907-809.05--Basis of Payment. Add the “907” prefix to the pay item listed in Subsection 809.05 on page 1015.

[illegible]

NOTE: THE ANTICIPATED WORKING DAYS SHOWN ON THIS SCHEDULE ARE INFORMATIONAL PURPOSES ONLY. THE ACTUAL WORKING DAY TOTAL AS ASSESSED BY THE PROJECT ENGINEER ON FORM CSD-765 SHALL GOVERN.

SECTION 905 - PROPOSAL

Last Edited 6/12/2018

Date _____

TO: _____

Sirs: The following proposal is made on behalf of _____
_____ of _____

for constructing the following designated project(s) within the time(s) hereinafter specified.

The plans are composed of drawings and blue prints on file in the offices of _____
_____, Mississippi.

The Specifications are the current Standard Specifications of the Mississippi Department of Transportation approved by the Federal Highway Administration, except where superseded or amended by the plans, Special Provisions and Notice(s) to Bidders attached hereto and made a part thereof.

I (We) certify that I (we) possess a copy of said Standard and any Supplemental Specifications.

Evidence of my (our) authority to submit the Proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm or corporation. I (We) certify that I (we) have carefully examined the Plans, the Specifications, including the Special Provisions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Notice(s) to Bidders, and Plans, I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (We) understand that the quantities mentioned herein are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid, in accordance with the above.

I (We) acknowledge that this proposal will be found irregular and/or non-responsive unless a certified check, cashier's check, or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law) is submitted electronically with the proposal or is delivered to the office of _____ located at _____ prior to the bid opening time specified in the advertisement.

INSTRUCTION TO BIDDERS: Alternate and Optional Items on Bid Schedule.

1. Two or more items entered opposite a single unit quantity WITHOUT DEFINITE DESIGNATION AS "ALTERNATE ITEMS" are considered as "OPTIONAL ITEMS". Bidders may or may not indicate on bids the Optional Item proposed to be furnished or performed WITHOUT PREJUDICE IN REGARD TO IRREGULARITY OF BIDS.
2. Items classified on the bid schedule as "ALTERNATE ITEMS" and/or "ALTERNATE TYPES OF CONSTRUCTION" must be preselected and indicated on bids. However, "Alternate Types of Construction" may include Optional Items to be treated as set out in Paragraph 1, above.
3. Optional items not preselected and indicated on the bid schedule MUST be designated in accordance with Subsection 102.06 prior to or at the time of execution of the contract.
4. Optional and Alternate items designated must be used throughout the project.

I (We) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

SECTION 905 - PROPOSAL (CONTINUED)

I (We) shall submit electronically with our proposal or deliver prior to the bid opening time a certified check, cashier's check or bid bond for **five percent (5%) of total bid** and hereby agree that in case of my (our) failure to execute the contract and furnish bond within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the State of Mississippi as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

I (We) hereby certify by conventional signature below of a paper bid submission, or by digital signature of an electronic submission via any authorized electronic submittal software, of the Section 905 proposal below, that all certifications, disclosures and affidavits incorporated herein are deemed to be duly executed in the aggregate, fully enforceable and binding upon delivery of the bid proposal. I (We) further acknowledge that this certification shall not extend to the bid bond or alternate security which must be separately executed for the benefit of the _____. This signature does not cure deficiencies in any required certifications, disclosures and/or affidavits. I (We) also acknowledge the right of the _____ to require full and final execution on any certification, disclosure or affidavit contained in the proposal at the _____ election upon award. Failure to so execute at the request within the time allowed in the Standard Specifications for execution of all contract documents will result in forfeiture of the bid bond or alternate security.

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATED _____
 ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATED _____

TOTAL ADDENDA: _____

(Must agree with total addenda issued prior to opening of bids)

Respectfully submitted,

DATE: _____

 Contractor

BY: _____

TITLE: _____

ADDRESS: _____

CITY: _____

PHONE: _____

FAX: _____

EMAIL: _____

Bid Schedule

Project Number HPP-8750-00(004)LPA / 105845 - 802000

County FORREST

Project Description City of Hattiesburg - 4th Street Sidewalk Improvements Phase

I (We) agree to complete the entire project within the specified contract time.

*****SPECIAL NOTICE TO BIDDERS*****

BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED.

BIDS WILL NOT BE CONSIDERED UNLESS THE BID CERTIFICATE LOCATED AT THE END OF THE BID SHEET IS SIGNED.

Line No.	Pay Item No.	Plan Quantity	Unit	Description	Unit Price	Item Total
10	202-B007	450	SY	Removal of Asphalt Pavement, All Depths		
20	202-B053	1	EA	Removal of Concrete Foundation		
30	202-B073	490	SY	Removal of Concrete Pavement, All Depths		
40	202-B080	21	SY	Removal of Concrete Sidewalk		
50	202-B089	440	LF	Removal of Curb &/or Curb and Gutter, All Types		
60	202-B163	1	EA	Removal of Inlet Tops		
70	202-B165	1	EA	Removal of Inlets, All Sizes		
80	202-B240	200	LF	Removal of Traffic Stripe		
90	202-B249	10	EA	Removal of Trees, Less Than or Equal to 10 inches		
100	203-EX020	350	CY	Borrow Excavation, AH, FME, Class B9		
110	203-G001	100	CY	Excess Excavation, FM, AH		
120	211-B001	50	CY	Topsoil for Slope Treatment, Contractor Furnished		
130	216-B002	600	SY	Solid Sodding, Centipede		
140	219-A001	40	KGAL	Watering	20.00	\$800.00
150	907-234-A001	900	LF	Temporary Silt Fence		
160	246-B002	200	LF	Rockbags		
170	304-G001	25	CY	Size 3/4" and Down Crushed Stone Base, AEA		
				OR		
180	304-G002	25	CY	Size 610 Crushed Stone Base, AEA		
				OR		
190	304-G003	25	CY	Size 825B Crushed Stone Base, AEA		

200	907-417-A001	100	SY	Polymer Cement Surface System		
210	601-B001	6	CY	Class "B" Structural Concrete, Minor Structures		
220	602-A001	525	LBS	Reinforcing Steel		
230	603-PE001	10	LF	12" Corrugated Polyethylene Pipe		
240	604-A001	237	LBS	Castings		
250	608-A001	900	SY	Concrete Sidewalk, Without Reinforcement		
260	907-608-C001	233	SF	Detectable Warning Panels		
270	907-608-D001	14	SY	Colored Concrete Sidewalk SCORING PATTERN		
280	907-608-D002	2,300	SF	Stamped and Colored Concrete Sidewalk BRICK PATTERN, DRIVEWAY		
290	907-608-D002	110	SF	Stamped and Colored Concrete Sidewalk BRICK PATTERN		
300	609-B002	295	LF	Concrete Curb, Header		
310	609-D002	290	LF	Combination Concrete Curb and Gutter Type 1 Modified		
320	613-D010	4	EA	Adjustment of Water Meter		
330	613-D011	2	EA	Adjustment of Water Valve		
340	614-B003	420	SY	Concrete Driveway, With Reinforcement, 6-inch Thickness		
350	618-A001	1	LS	Maintenance of Traffic	XXXXX	
360	618-B001	1	SF	Additional Construction Signs	10.00	\$10.00
370	620-A001	1	LS	Mobilization	XXXXX	
380	626-H004	46	SF	Thermoplastic Legend, White		
390	626-H005	1,060	LF	Thermoplastic Legend, White		
400	907-632-C001	1	EA	Modify Existing Traffic Signal Cabinet Assembly		
410	907-634-A545	2	EA	Traffic Signal Equipment Pole, Type VI, 8' Shaft		
420	907-634-C001	1	CY	Pole Foundations, Class "B" Concrete		
430	635-A076	2	EA	Traffic Signal Head, Type 6		
440	907-636-B014	240	LF	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 5 Conductor		
450	907-636-D006	24	LF	Electric Cable, Aerial Supported in Conduit, IMSA 20-1, AWG 14, 5 Conductor		
460	907-637-C028	25	LF	Traffic Signal Conduit, Underground, Type 4, 2"		
560	907-637-D002	75	LF	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 2"		
570	907-645-B001	2	EA	Accessible Pedestrian Detection Assembly		
580	699-A001	1	LS	Roadway Construction Stakes	XXXXX	
590	907-809-A001	1,400	SF	Retaining Wall System		
600	L00017 - 907-258-PP501	270	LF	Pedestrian Guardrail, Per Plans		
Total Base Bid Amount						

Add Option No. 1						
Line No.	Pay Item No.	Plan Quantity	Unit	Description	Unit Price	Item Total
470	907-637-C028	200	LF	Traffic Signal Conduit, Underground, Type 4, 2"		
480	907-637-D009	90	LF	Traffic Signal Conduit, Underground Drilled or Jacked, Type 4, 2"		
490	682-A010	1,300	LF	Underground Branch Circuit, AWG 10, 3 Conductor		
500	682-B010	110	LF	Underground Branch Circuit, Jacked or Bored, AWG 10, 3 Conductor		
510	682-D003	1	EA	Underground Pull Box		
520	682-F001	1	EA	Secondary Power Controller		
530	684-A003	3	CY	Pole Foundation, 24" Diameter		
540	907-684-PP001	37	CY	Pole Foundation, Per Plans		
550	L00016 - 683-B500	18	EA	Lighting Assembly, Low Mast, LED, TYPE 15-1-0-96		
Total Add Option No. 1 Amount						

Total Base Bid \$ _____

Total Add Option No. 1 \$ _____

Total Bid \$ _____

1. I/We agree that no less than _____ percent shall be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE and WBE).

2. Classification of Bidder: Small Business (DBE) _____ Small Business(WBE) _____

3. A joint venture with a Small Business (DBE/WBE): YES _____

***** SIGNATURE STATEMENT *****

BIDDER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFY THAT THE FIGURES SHOWN THEREIN CONSTITUTE THEIR OFFICIAL BID.

BIDDER'S SIGNATURE

**Certification with regard to the Performance of Previous
Contracts or Subcontracts subject to the Equal Opportunity
Clause and the filing of Required Reports**

The Bidder ____, proposed Subcontractor ____, hereby certifies that he has ____, has not ____, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he has ____, has not ____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

(COMPANY)

BY _____

(TITLE)

DATE: _____

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and Subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such Contractors submit a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION**NON-COLLUSION AFFIDAVIT**
(Execute in duplicate)

I, _____,
(Name of person signing affidavit)

individually, and in my capacity as _____ of
(Title)

_____ do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that _____

_____, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. _____,

in _____ County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on _____

Signature

MISSISSIPPI DEPARTMENT OF TRANSPORTATION**NON-COLLUSION AFFIDAVIT**
(Execute in duplicate)

I, _____,
(Name of person signing affidavit)

individually, and in my capacity as _____ of
(Title)

_____ do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that _____

_____, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. _____,

in _____ County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on _____

Signature

LOCAL PUBLIC AGENCY (LPA)

SECTION 902

CONTRACT FOR _____
LOCATED IN THE COUNTY(IES) OF _____
STATE OF MISSISSIPPI, _____

This Contract is entered into by and between the Local Public Agency
_____ (the “LPA”) and the undersigned contractor (the
“Contractor”), as follows:

As consideration for this Contract, the LPA agrees to pay the Contractor the amount(s) set out in the Proposal attached hereto. Said payment will be made in the manner and at the time(s) specified in the Specifications and/or Special Provisions, if any. In exchange for said consideration, the Contractor hereby agrees to accept the prices stated in the Proposal as full compensation for the furnishing of all labor, materials and equipment, and the execution of the scope of work identified for this referenced Project as contemplated in this Contract, and as more fully outlined in the Contract Documents (the “Work”). The Contract Documents consist of the Advertisement, the Notice to Bidders, the Proposal, the Specifications, the Special Provisions, and the approved Plans, all of which are hereby made a part of this Contract and incorporated herein by reference.

The Contractor shall be responsible for all loss or damage arising out of, or in any way in connection with the Work, or from any unforeseen obstructions or difficulties that may be encountered in the prosecution of the Work, and for all risks of every description connected with the Work, with the exception of any items specifically excluded in the Contract Documents. The Contractor shall fully and faithfully complete the Work in a good and workmanlike manner, according to the Contract Documents and any Supplemental Agreements thereto.

The Contractor further agrees that the Work shall be done under the direct supervision of, and to the complete satisfaction of, the LPA, or their authorized representative(s), and, when federal funds are involved, subject to the inspection at all times by the Mississippi Department of Transportation or the Federal Highway Administration, or its agents, and/or the agents of any other state or federal agency whose funds are involved. Further, the Work shall be done in accordance with any applicable state and federal laws, and any such rules and regulations issued by the Mississippi Transportation Commission and/or any relevant Federal Agency.

The Contractor agrees that all labor as outlined in the Contract Documents may be secured from a list furnished by the Manager of the Win Job Center nearest the project location, or any successor thereto.

It is agreed and understood that each and every provision of law and clause required by law to be inserted into this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein. If through mere mistake or otherwise, any such provision is not inserted, then upon the application of either party hereto, the Contract shall be physically amended to make such insertion.

LOCAL PUBLIC AGENCY (LPA)

The Contractor agrees that he has read each and every clause of the Contract Documents, and fully understands the meaning of same, and hereby acknowledges that he will comply with all terms, covenants and agreements therein.

Witness our signatures, this the ____ day of _____, 20__.

Contractor

By: _____
Title: _____

Signed and sealed in the presence of: (name and address of witness)

(LPA)

LPA Official

LPA Clerk

Award authorized by the LPA in session on the ____ day of _____, _____,
Minute Book No. _____, Page No. _____.

LOCAL PUBLIC AGENCY (LPA)

SECTION 903 PAYMENT BOND

PAYMENT BOND FOR THE FOLLOWING CONTRACT:

Project No.: _____

For the construction of: _____

Contract date: _____ Contract amount: _____

FOR OWNER: _____
(LPA, Address)

CONTRACTOR (full legal name, contact person, phone number and address):

SURETY (legal name, phone number, principal place of business and address *for notice purposes*):

Second Surety (if applicable):

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns, to the Owner for payment of labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference, subject to the following terms:

1. If the Contractor promptly makes payment of all sums due to any and all subcontractors, suppliers and/or laborers, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Contract, then the Surety and the Contractor shall have no obligation under this Bond.
2. The Owner shall provide notice to the Surety of any claims, demands, liens or suits against the Owner or the Owner's property that it receives from any person or entity ("Claimants") seeking payment for labor, materials or equipment furnished for use in the performance of the Contract.
3. Upon notice of any claims, demands, liens or suits provided by the Owner or Contractor or given to the Surety by a Claimant, the Surety shall promptly and at the Surety's expense, defend, indemnify and hold harmless the Owner against said claim, demand, lien or suit and shall take the following additional actions:
 - (a) Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - (b) Pay or arrange for payment of any undisputed amounts.
4. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Contract. The Owner shall not be liable for the payment of any costs or expenses of

LOCAL PUBLIC AGENCY (LPA)

any Claimant under this Bond, and shall have no obligation under this Bond to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

5. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
6. The penal sum of the Bond shall be subject to increase or decrease based on any subsequent Supplemental Agreements and/or final contract quantities.

CONTRACTOR AS PRINCIPAL

Company: _____

Signature: _____

Name: _____

Title: _____

Address: _____

SURETY

Company: _____

Signature: _____

Name: _____

Title: _____

Address: _____

MS Insurance ID # _____

SURETY (if applicable)

Company: _____

Signature: _____

Name: _____

Title: _____

Address: _____

MS Insurance ID # _____

**SECTION 903
PERFORMANCE BOND**

PERFORMANCE BOND FOR THE FOLLOWING CONTRACT:

Project No.: _____

For the construction of: _____

Contract date: _____ Contract amount: _____

FOR OWNER: _____
(LPA, Address)

CONTRACTOR (full legal name, contact person, phone number and address):

SURETY (legal name, phone number, principal place of business and address *for notice purposes*):

Second Surety (if applicable):

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns, to the Owner for the performance of the Contract, which is incorporated herein by reference, and subject to the following terms:

1. If the Contractor fully and faithfully performs the Contract, the Surety and the Contractor shall have no obligation under this Bond.
2. The Surety's obligation under this Bond shall arise after:
 - (a) the Owner first provides notice to the Contractor and the Surety that termination is imminent, pursuant to the current edition of the Mississippi Standard Specifications for Road and Bridge Construction, which is a part of the Contract; and
 - (b) the Owner declares a Contractor Default, terminates the Contract, and notifies the Surety.
3. The Surety shall promptly and at the Surety's expense, take one of the following actions:
 - (a) Arrange for the Contractor, with the consent of the Owner, to perform and complete the Contract;
or
 - (b) Undertake to perform and complete the Contract itself, through its agents or independent contractors.
4. If the Surety does not proceed as provided in Paragraph 3, within 20 calendar days as set forth in Section 108.08 of the current edition of the Mississippi Standard Specifications for Road and Bridge Construction, then the Surety shall be deemed to be in default on this Bond, and the Owner shall be entitled to enforce any remedy available to it under the Contract and applicable law.
5. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- (a) the responsibilities of the Contractor for correction of defective work and completion of the Contract;
 - (b) additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 3; and
 - (c) liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.
6. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
7. The penal sum of the Bond shall be subject to increase or decrease based on any subsequent Supplemental Agreements and/or final contract quantities.
8. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address listed for notice purposes on the first page of this Bond.

CONTRACTOR AS PRINCIPAL

Company: _____

Signature: _____

Name: _____

Title: _____

Address: _____

SURETY

Company: _____

Signature: _____

MS Insurance ID # _____

Name: _____

Title: _____

Address: _____

SURETY (if applicable)

Company: _____

Signature: _____

MS Insurance ID # _____

Name: _____

Title: _____

Address: _____

**MDOT Certification Form for Sub-Awards
Executive Compensation Reporting for Transparency Act**

On behalf of the entity named below, I certify that I have personally read and reviewed the executive compensation reporting requirements of the Federal Funding Accountability and Transparency Act of 2006, as amended by Section 6202 of the Government Funding Transparency Act of 2008 [FFATA], and certify under penalty of perjury pursuant to Section 97-9-61, Mississippi Code of 1972, as amended, the following:

Local Entity Name: City of Hattiesburg, MS

Unique Entity Identifier (UEI) Number : N4XZJLJ9AVM1 (required)

xx _____ The local entity listed below receiving federal funds from MDOT **is not** required to report executive compensation under the Federal Funding Accountability and Transparency Act of 2006, as amended by Section 6202 of the Government Funding Transparency Act of 2008 [FFATA].

_____ The local entity listed below receiving federal funds from MDOT **is required** to report executive compensation under the Federal Funding Accountability and Transparency Act of 2006, as amended by Section 6202 of the Government Funding Transparency Act of 2008 [FFATA], listed below are the names and total annual compensation of the five most highly compensated officers of the entity:

NAME	TOTAL ANNUAL COMPENSATION
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

The entity acknowledges that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. §§ 1001 (false statements) and 1621 (perjury), and 28 U.S.C. §1746 (declarations under penalty of perjury). The entity also acknowledges that said projects, including certifications provided in connection with such projects and grants are subject to review by the Mississippi Department of Transportation, the Mississippi State Auditor, and the Mississippi Office of Attorney General.

Entity Chief Official

12-9-24
Date

**Guidance for Federal Spending Transparency:
Subaward and Executive Compensation Data
Reporting Requirements for FFATA Implementation**

Summary

1. Prime awardees and sub awardees of Federal financial assistance must report executive compensation data if they meet the statutory reporting thresholds. For the Federal-aid Highway Program, this means that the State, and any subawardees of Federal-aid funds through the State, is subject to the executive compensation reporting requirement.

- names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

Background

Beginning October 1, 2010, guidance directs compliance with the Transparency Act to report prime and first-tier subaward data. Federal agencies and prime awardees will report to ensure disclosure of Federal contract and grant subaward and executive compensation data.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants.

Specifically, the Transparency Act's section 2(b)(1) requires the Office of Management and Budget ("OMB") to ensure the establishment of a publicly available website that contains the following information about each Federal award:

- name of the entity receiving the award;
- amount of the award;
- information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number, program source, award title descriptive of the purpose of each funding action;

- location of the entity receiving the award and primary location of performance under the award, including city, State, congressional district, and country;
- unique identifier of the entity receiving the award and the parent entity of the recipient, should the entity be owned by another entity; and
- names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

LPA PROJECT

DISADVANTAGED BUSINESS ENTERPRISE LIST

PROJECT NUMBER :

NAME OF DBE FIRM:

☐ RACE CONSCIOUS ☐ RACE NEUTRAL

COUNTY:

CITY :

A	B	C
REFERENCE NUMBER OF ITEMS	PERCENT WORK SUBCONTRACTED , (SEE NOTE 4 & 5 BELOW)	VALUE OF ITEM (SUBCONTRACTED , MANUFACTURED OR SUPPLIED)
TOTAL		
PER CENT OF TOTAL BID		

*** I ACKNOWLEDGE AND COMMIT TO THE ITEMS AND PRICES STATED ABOVE. ***

SIGNATURE OF DBE

SIGNATURE OF PRIME

DATE
APPROVED:

Prime Contractor Firm Name

APPROVED BY:

LPA Project Director Name (Printed)

Submitted By Name

LPA Project Director (Signature)

TITLE

I AGREE TO SUBCONTRACT OR PURCHASE MATERIAL FROM THE DBE FIRM LISTED ABOVE AND I MAKE THIS COMMITMENT WITH THE UNDERSTANDING THAT IF I FAIL FOR GOOD REASON TO FULFILL THIS COMMITMENT I HAVE LISTED I WILL FULFILL THE TERMS OF MY CONTRACT AS LONG AS I REACH OR EXCEED THE CONTRACT GOAL OF %.

INSTRUCTIONS :

1. SUBMIT THIS FORM TO THE **LPA Project Director** **FOR THEIR SIGNATURE** NO LATER THAN THE THIRD (3) BUSINESS DAY AFTER THE OPENING OF THE BIDS.
2. 60 % CREDIT IS ALLOWED TOWARD THE DBE GOAL FOR SUPPLIERS.
3. THE ACTUAL SUBCONTRACT AGREEMENT MUST EQUAL OR EXCEED THE DOLLAR AMOUNT SHOWN IN COLUMN " C ".
4. IF THE DBE FIRM PERFORMS " ALL OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM ENTER 100 % IN COLUMN " B ".
5. IF THE DBE FIRM PERFORMS " A PORTION OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM THE PERCENTAGE IS CALCULATED BASED ON THE TOTAL VALUE OF THE ITEM AND ENTERED IN COLUMN " B ". A BREAKDOWN OF THE COST MUST ACCOMPANY THIS SITUATION.

LPA PROJECT

DISADVANTAGED BUSINESS ENTERPRISE LIST

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NAME OF DBE FIRM:

☐ RACE CONSCIOUS ☐ RACE NEUTRAL

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SIGNATURE OF PRIME

DATE
APPROVED:

Prime Contractor Firm Name

APPROVED BY:

LPA Project Director Name (Printed)

Submitted By Name

LPA Project Director (Signature)

TITLE

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LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: _____
County: _____

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
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Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

SUBMITTED BY (Signature)

FIRM NAME

Submit this form to the **LPA as a part of your bid package**. If this form is not **signed** and included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504.

Please make copies of this form when needed and also add those copies to the bid package.

LPA PROJECT

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Firm Mailing Address _____
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Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
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Contact Name/Title: _____
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_____ DBE Firm _____ Non-DBE Firm

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Contact Name/Title: _____
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Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

SUBMITTED BY (Signature)

FIRM NAME

Submit this form to the **LPA as a part of your bid package**. If this form is not **signed** and included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504.

Please make copies of this form when needed and also add those copies to the bid package.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SAM.GOV Registration and Unique Entity ID

Bidders are advised that the Prime Contractor must register and maintain a current registration in the **System for Award Management** (<http://sam.gov>) at all times during the project. Upon registration, the Contractor will be assigned a SAM Unique Entity ID.

Bidders are advised that prior to the award of this contract, they **MUST** be registered in the System for Award Management.

I (We) acknowledge that this contract cannot be awarded if I (We) are not registered in the System for Award Management prior to the award of this contract. _____ (Yes / No)

I (We) have a SAM Unique Entity ID. _____ (Yes / No)

SAM Unique Entity ID: _____

Company Name: _____

Company e-mail address: _____



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Marybeth Bergin, Director of Transportation and Engineering
cc:
Date: Tuesday, March 3, 2026
Re: Approve Plans and Specifications for the Hattiesburg High Area Infrastructure Improvements - Phase I project and authorize advertisement for bids.
File Number: 2026-146
Minute Book #

Summary

Approve Plans and Specifications for the Hattiesburg High Area Infrastructure Improvements - Phase I project and authorize advertisement for bids.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 3, 2026 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Marybeth Bergin, Director of Transportation and Engineering
cc:
Date: Tuesday, March 3, 2026
Re: Approve plans and specifications for the River Avenue Pedestrian Bridge Rehabilitation project and authorize advertisement for bids.
File Number: 2026-145
Minute Book #

Summary

Recommendation Statement

I recommend approval of this item.

Please place this on the March 3, 2026 City Council meeting for consideration.

PUBLIC UTILITIES

TELEPHONE
AT&T
P.O. BOX 1191
HATTIESBURG, MS 39401
(601) 545-6424

WATER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES STREET
HATTIESBURG, MS 39403
(601) 545-4530

TRANSPORTATION
CITY OF HATTIESBURG
TRAFFIC DEPT.
125 WALNUT ST
HATTIESBURG, MS 39401
(601) 545-4626

POWER
MISSISSIPPI POWER, CO
6356 U.S. HIGHWAY 49
HATTIESBURG, MS 39401
(601) 544-6511

TELEPAK DBA CSPIRE FIBER
1018 HIGHLAND COLONY PKWY
SUITE 420
RIDGELAND, MS 39157

SEWER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES STREET
HATTIESBURG, MS 39403
(601) 545-4530

GAS
SPIRE INC.
315 MAIN STREET
HATTIESBURG, MS 39401
(601)544-6001

CONSTRUCTION PLANS
FOR
RIVER AVENUE
PEDESTRIAN BRIDGE

FOR
FORREST COUNTY,
CITY OF HATTIESBURG, &
CITY OF PETAL

MISSISSIPPI

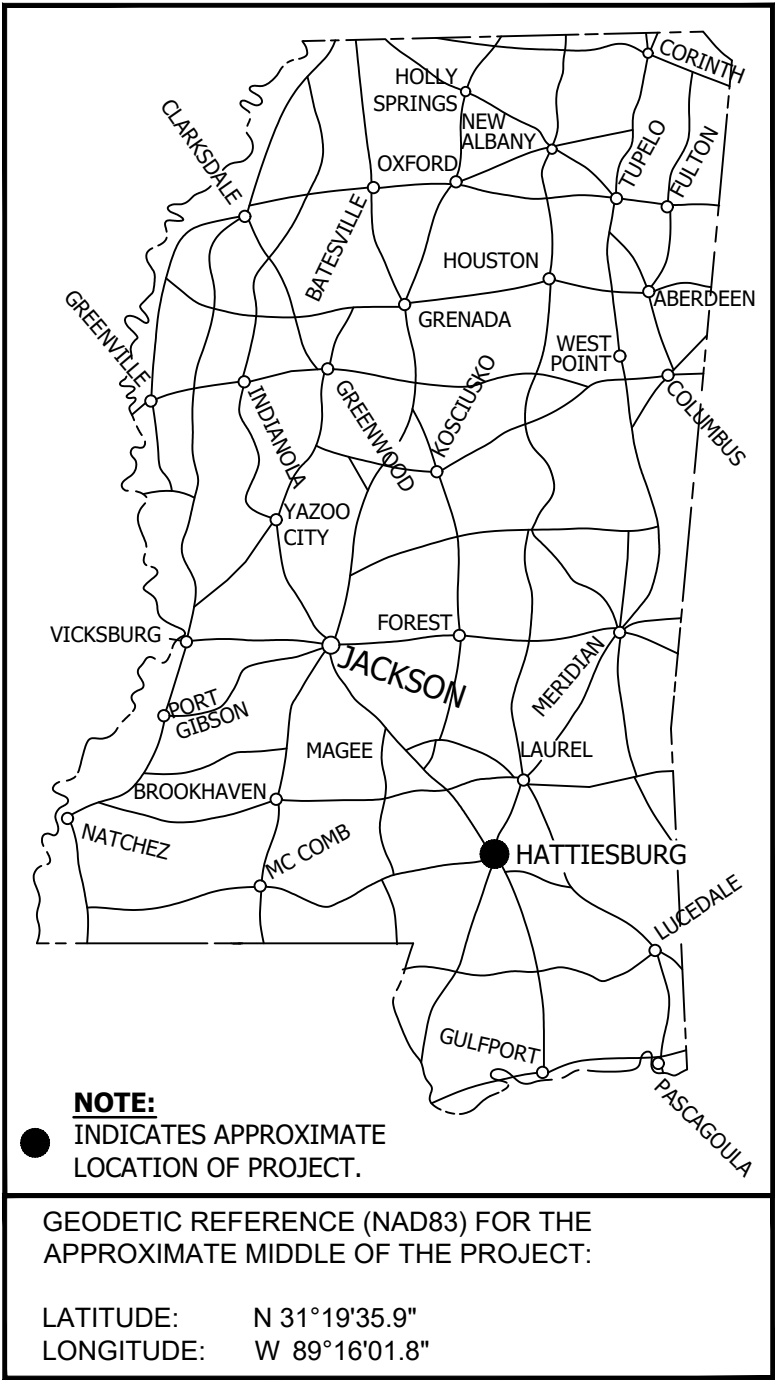


Know what's below.
Call before you dig.

MISSISSIPPI 811 TICKETS	
TICKET No.	DESCRIPTION

SEPTEMBER 2025

NO.	DATE	DESCRIPTION	BY



DETAILED INDEX

SHEET NO.	DESCRIPTION
1	Cover
2	Vicinity Map
3	General Notes
4	Existing Bridge Layout
5	Existing Truss Details
6	Repair Notes 1 of 2
7	Repair Notes 2 of 2

1949 BRIDGE PLAN INDEX

SUPPLEMENTAL PLANS (FOR REFERENCE ONLY)

1	Bridge Layout
2	Details of End Bents
3	Details of Intermediate Bents
4	Details of Piers I, II, and III
5	Details of 30 ft Spans
6	Details of 60 ft Spans
7	Stress Sheet for 340'-0" Continuous Truss Span
8	Details of 340'-0" Continuous Truss Span
9	Details of 340'-0" Continuous Truss Span
10	Truss and Slab Details
11	Details of 340'-0" Continuous Truss Span



MAYOR

Toby Barker

COUNCIL PERSONS

Jeffrey George, President
Dave Ware, Vice President
Carter Carroll
Deborah Denard Delgado
Nicholas Brown

DIRECTOR OF ENGINEERING

Marybeth Bergin, PE

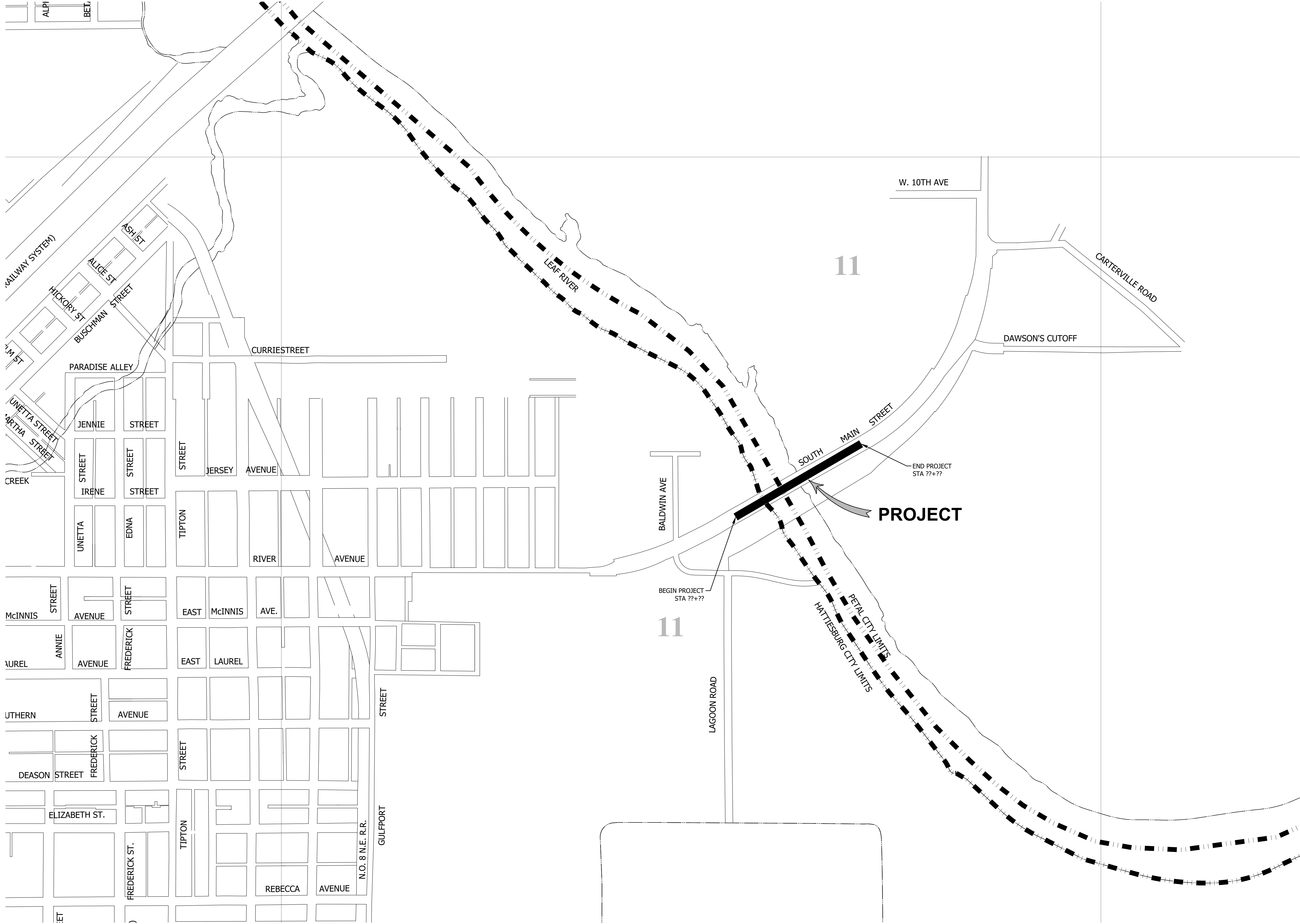
PREPARED BY:

sdw
Engineering Progress

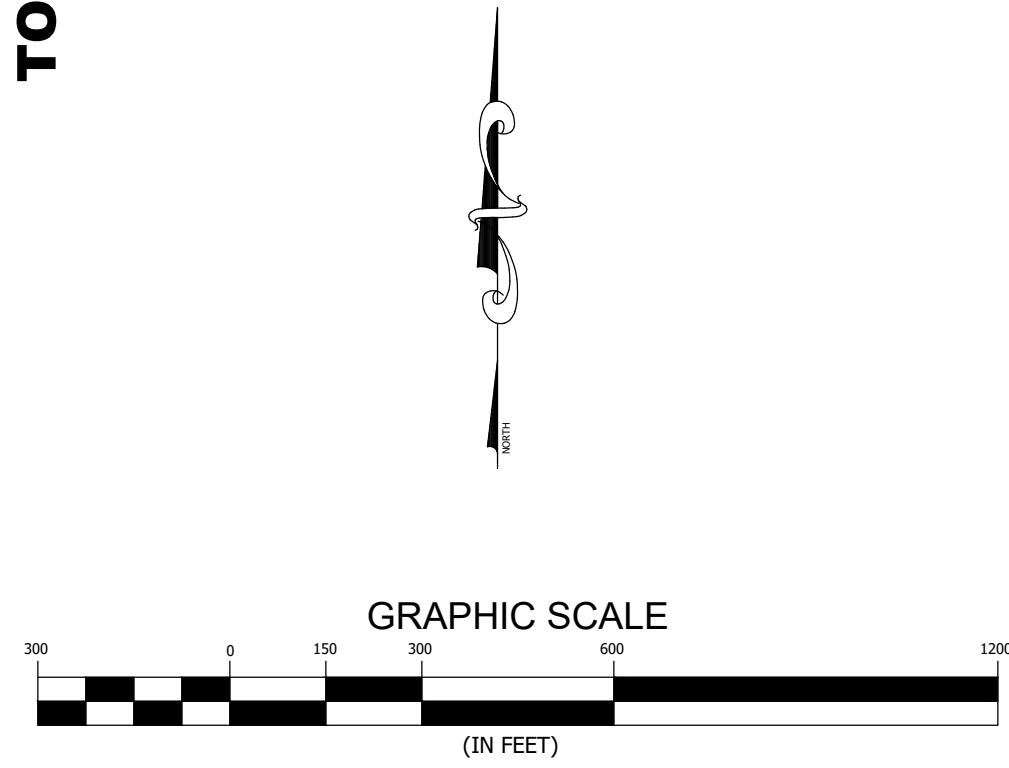
301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

Working No. _____ CVR
Sheet No. _____ 1
Drawing No.: _____ 12254

RANGE 13 WEST



TOWNSHIP 4 NORTH



NO.	DATE	DESCRIPTION	BY
VICINITY MAP			
RIVER AVENUE PEDESTRIAN BRIDGE CITY OF HATTIESBURG, FORREST COUNTY, & CITY OF PETAL			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: NMC		Checked by: NMC	Scale: AS NOTED
Date: 09-25-2025		Working No. VM	
Drawing No.: 12254		Sheet No. 2	

G:\PROJECTS\Hattiesburg_City of\12254 - River Ave Pedestrian Bridge.dwg, GN-1, 9/25/2025 11:36:49 AM

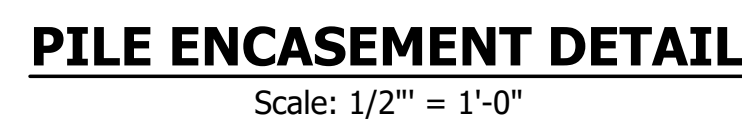
GENERAL NOTES

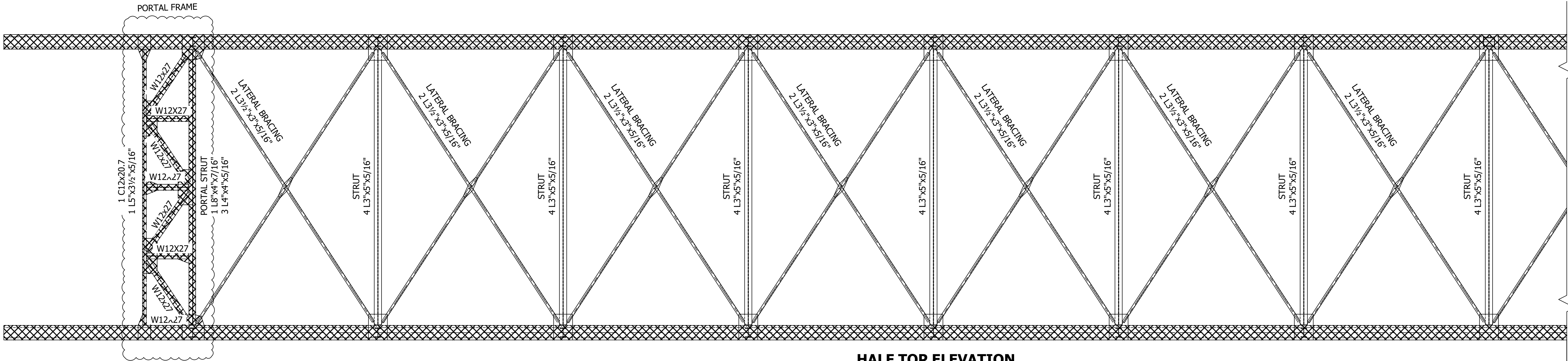
1. ANY CITY OF HATTIESBURG PERMITS SHALL BE CONSIDERED A PART OF THESE PLANS AND SPECIFICATIONS.
2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES.
3. THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2017 EDITION".
4. THE CONTRACTOR SHALL KEEP A SET OF PRINTS OF THE PROJECT PLANS ON THE JOB SITE SHOWING THE ACCURATE MEASUREMENTS AND ELEVATIONS OF THE "AS-BUILT" SYSTEM. THIS DATA WILL BE COLLECTED AND PUT ON THE DRAWINGS DAILY.
5. DEVIATIONS FROM THESE PLANS AND NOTES WITHOUT PRIOR WRITTEN CONSENT OF THE OWNER, HIS REPRESENTATIVE OR THE ENGINEER MAY CAUSE THE WORK TO BE UNACCEPTABLE.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING THE ENTIRE PROJECT.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CITY OF HATTIESBURG, CITY OF PETAL, FORREST COUNTY AND/OR STATE OR FEDERAL AGENCY FEES AND PERMITS ASSOCIATED WITH CONSTRUCTION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING AND THE LOCATION OF THE PROJECT. CONTROL COORDINATE SYSTEM AND ELEVATION CONTROL ARE SHOWN ON THE PLAN SHEETS.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIAL TESTING BY AN INDEPENDENT LABORATORY APPROVED BY THE ENGINEER.
10. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA.
11. THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR FINISHING THE CONSTRUCTION PLAN.
12. UTILITIES SHALL BE RELOCATED BY THE UTILITY OWNERS, WHERE CONFLICT WITH CONSTRUCTION OCCURS, UNLESS NOTED OTHERWISE. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH, APPLICATIONS, PERMITS AND FEES THAT MAY BE REQUIRED BY THE UTILITY OWNERS.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES WITHIN THE WORK AREA. ANY CONFLICT SHALL BE COORDINATED WITH THE CONTRACTOR, OWNER AND ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE.
14. THE CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE THE EXISTING STRUCTURES DURING THE CONSTRUCTION PROCESS. ANY DAMAGE SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
15. PROPER MAINTENANCE OF STREETS, INCLUDING DUST CONTROL, SHALL BE STRICTLY ADHERED TO.
16. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
17. ALL EXISTING STREET SIGNAGE CONFLICTING WITH CONSTRUCTION SHALL BE REMOVED DURING CONSTRUCTION, REPLACED AFTER CONSTRUCTION AND SHALL BE CONSIDERED PART OF MAINTENANCE OF TRAFFIC.
18. THE CONTRACTOR SHALL PROVIDE PROPER TRAFFIC CONTROL SIGNS AND FLAGGERS TO MAINTAIN ONE LANE TRAFFIC DURING CONSTRUCTION, WHERE LANE CLOSURES ARE NEEDED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
19. FLUORESCENT ORANGE SHEETING SHALL BE USED ON ALL CONSTRUCTION AND TRAFFIC SIGNS EXCEPT FOR THOSE DESIGNATED IN PLANS TO BE BLACK LEGEND AND BORDER ON WHITE BACKGROUND.
20. CONES SHALL BE NARROW PROFILE WITH A MINIMUM HEIGHT OF 28 INCHES AND A MINIMUM WEIGHT OF TEN (10) POUNDS. CONES USED IN SPEED ZONES EQUAL TO OR GREATER THAN 45 MPH SHALL BE NARROW PROFILE WITH A MINIMUM HEIGHT OF 28 INCHES AND A MINIMUM WEIGHT OF FIFTEEN (15) POUNDS. ALL CONES SHALL BE APPROVED BY THE ENGINEER PRIOR TO USE.
21. ALL POST LENGTHS FOR SIGNS SHALL BE FIELD VERIFIED PRIOR TO FABRICATION.
22. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION PROVIDED TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION.
23. ALL EXISTING MAILBOXES, STREET SIGNS, FENCES, AND OTHER STRUCTURES LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED AND RESET AS DICTATED BY CONSTRUCTION ACTIVITIES. (NO SEPARATE PAY, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER). EXISTING FLOWER BEDS, GARDENS, SHRUBS, ETC. WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED AND RESET AS DICTATED BY CONSTRUCTION ACTIVITIES. (NO SEPARATE PAY, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER). ALL ITEMS (INCLUDING REMOVAL OF OBSTRUCTIONS, REMOVED AND RESET AND/OR REPLACEMENT OF STORM DRAIN STRUCTURES, ETC.) FOR WHICH NO PAY ITEM IS LISTED, SHALL BE INCLUDED IN THE COST OF THE PROJECT. (NO SEPARATE PAY).
24. CONTRACTOR SHALL PROVIDE ACCESS TO ALL BUSINESSES AND RESIDENCES AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE ALL DRIVEWAY CUTS AND EXCAVATION WITH THE OWNERS OF SAID DRIVEWAYS.
25. ANY DAMAGE TO PAVED ROADS OR DRIVEWAYS, WHICH ARE OUTSIDE OF THE PROJECT LIMITS, SHALL BE REPAIRED IN KIND, AT THE CONTRACTOR'S EXPENSE.
26. THE CONTRACTOR SHALL REMOVE EXISTING PAVEMENTS, STRUCTURES, SOIL AND OTHER ITEMS AS INDICATED ON THE PLANS AND AS REQUIRED FOR PROJECT CONSTRUCTION AND SHALL BE DISPOSED OF OFF SITE AT THE CONTRACTOR'S EXPENSE.
27. PRIOR TO COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL REMOVE ALL VEGETATION, SOIL AND DEBRIS FROM PAVEMENT OR CURBS WITHIN THE PROJECT LIMITS.
28. ALL MATERIALS FOR THE PROJECT SHALL BE A PRODUCT OF THE USA.
29. **THE CONTRACTOR SHALL HAVE A COMPETENT AND EXPERIENCED SUPERINTENDENT ON SITE AT ALL TIMES. THE SUPERINTENDENT SHALL NOT OPERATE EQUIPMENT WHILE ON THE PROJECT SITE. WORK ON THE PROJECT SHALL STOP IF THE ASSIGNED PROJECT SUPERINTENDENT IS NOT ON SITE.**

NO.	DATE	DESCRIPTION	BY
GENERAL NOTES			
RIVER AVENUE PEDESTRIAN BRIDGE CITY OF HATTIESBURG, FORREST COUNTY, & CITY OF PETAL			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 sd-w.com			
Drawn by: NMC		Checked by: NMC	Scale: AS NOTED
Date: 09-25-2025		Working No. GN-1	
Drawing No.: 12254		Sheet No. 3	



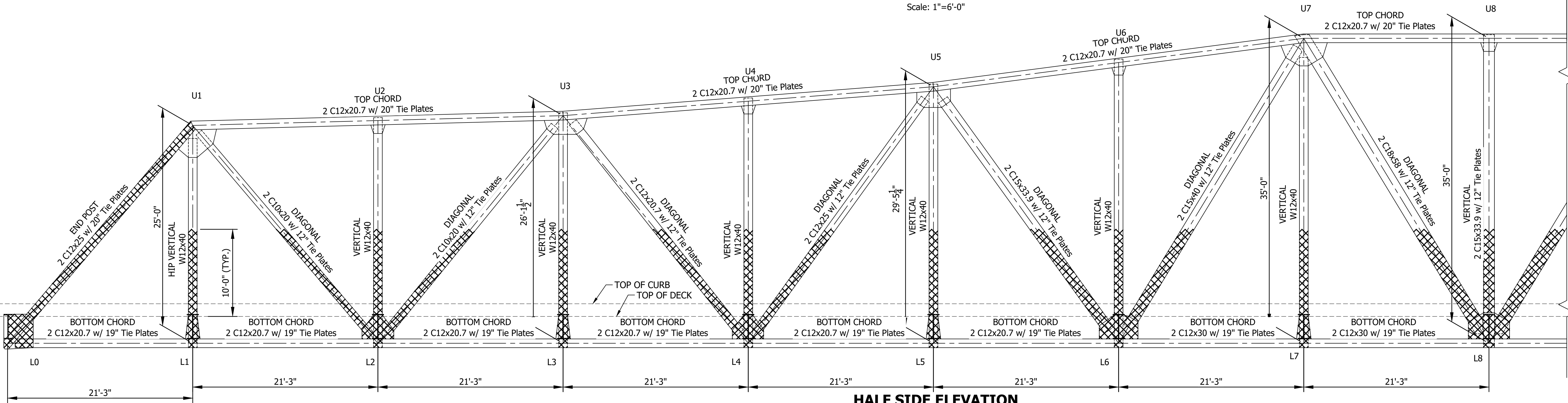
4. All painting is to be performed according to the guidelines set forth in section 816 of the specifications.
5. The paint system shall be a three-coat system consisting of an approved primer coat paint, intermediate coat paint, and top coat paint. Suitable systems are those listed in the current MDOT approved product list as "Approved Coating Systems for Upgrading Existing Coatings by Maintenance Forces".
6. The complete painting system shall be supplied by one company.
7. Top coat color is to be selected by the owner from the manufacturer's list of standard colors.
8. The details of the existing bridge shown in the plans are for estimating purposes only.
9. Painting shall also be required as noted in the REPAIR NOTES.
10. Any damage to the bridge that is caused by the contractors' actions shall be repaired at the contractor's expense.
11. Any necessary permits from the Mississippi Department of Environmental Quality, the U.S. Environmental Protection Agency or any other local, state or federal agencies are the responsibility of the contractor.

[illegible]



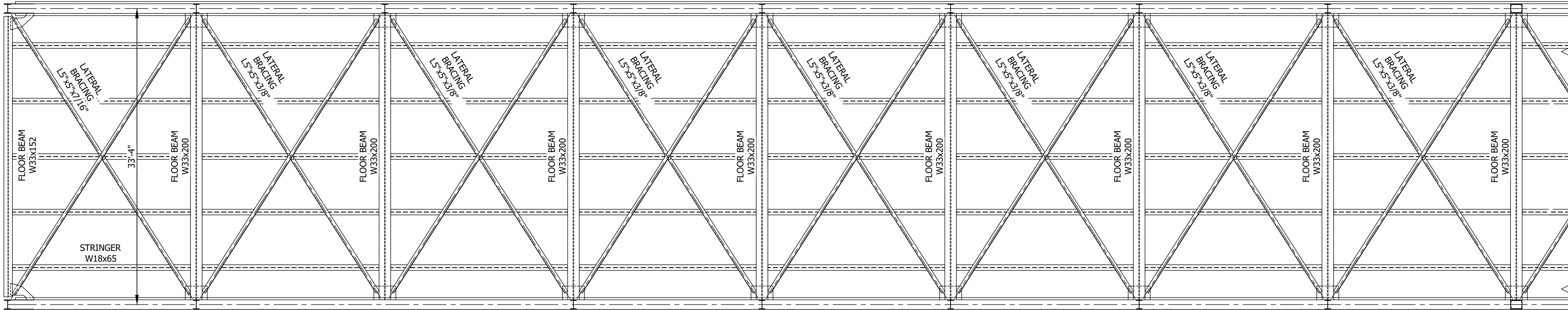
HALF TOP ELEVATION

Other Side Similar
Scale: 1"=6'-0"



HALF SIDE ELEVATION

Other Side Similar
Scale: 1"=6'-0"



HALF BOTTOM VIEW

Other Side Similar
Scale: 1"=6'-0"



NO.	DATE	DESCRIPTION	BY
EXISTING TRUSS DETAILS			
RIVER AVENUE PEDESTRIAN BRIDGE			
CITY OF HATTIESBURG, FORREST			
COUNTY, & CITY OF PETAL			
sdw Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: NMC	Checked by: NMC	Scale: AS NOTED	
Date: 09-25-2025	Working No. EB-2		
Drawing No.: 12254	Sheet No. 5		

FOR GENERAL NOTES SEE SHEET EB-1



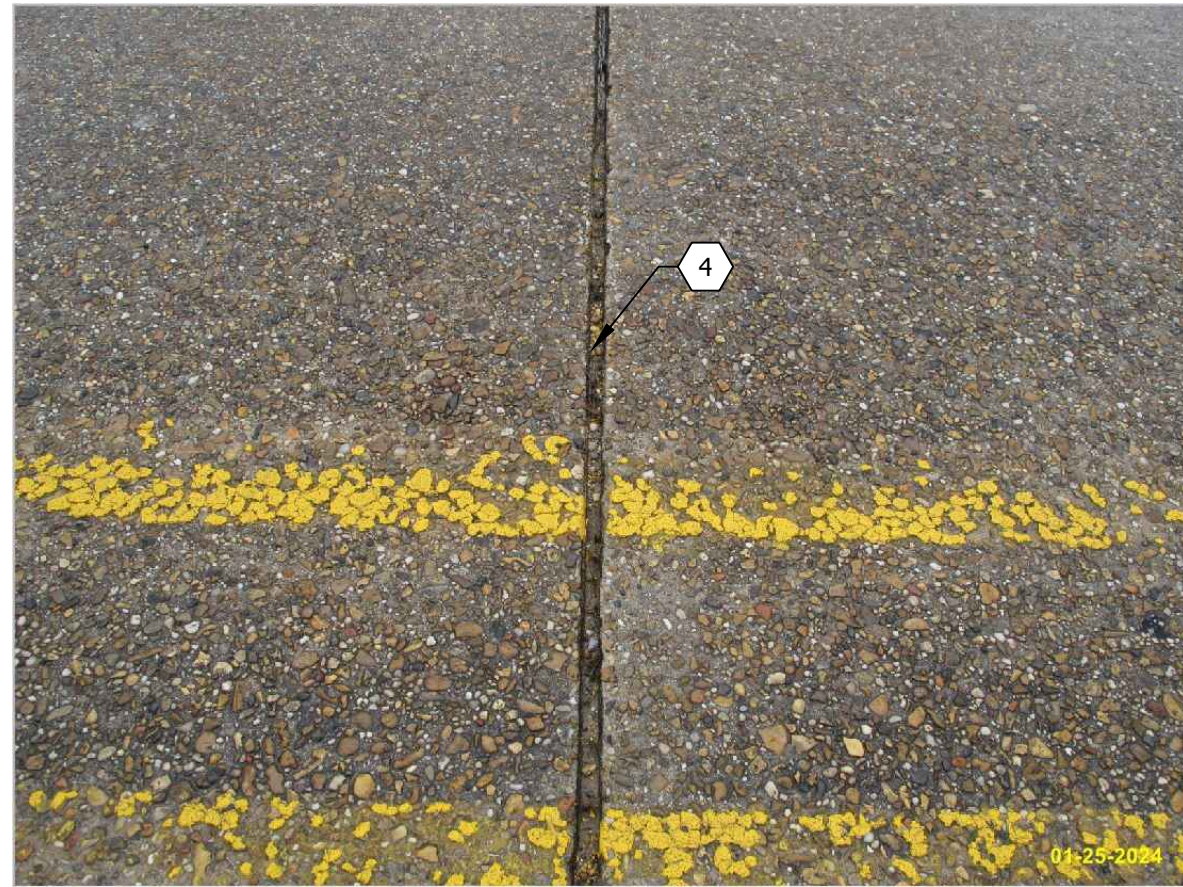
SOUTHWEST CORNER OF BRIDGE



TYPICAL VEGETATION GROWTH ON END DIAGONALS, EAST TRUSS FROM L0-U1 SHOWN



TYPICAL VEGETATION GROWTH ON RIPRAP BENEATH BRIDGE



TYPICAL JOINT SEAL FAILURE, BENT 6 JOINT SHOWN



TYPICAL JOINT SEAL FAILURE, BENT 6 JOINT SHOWN



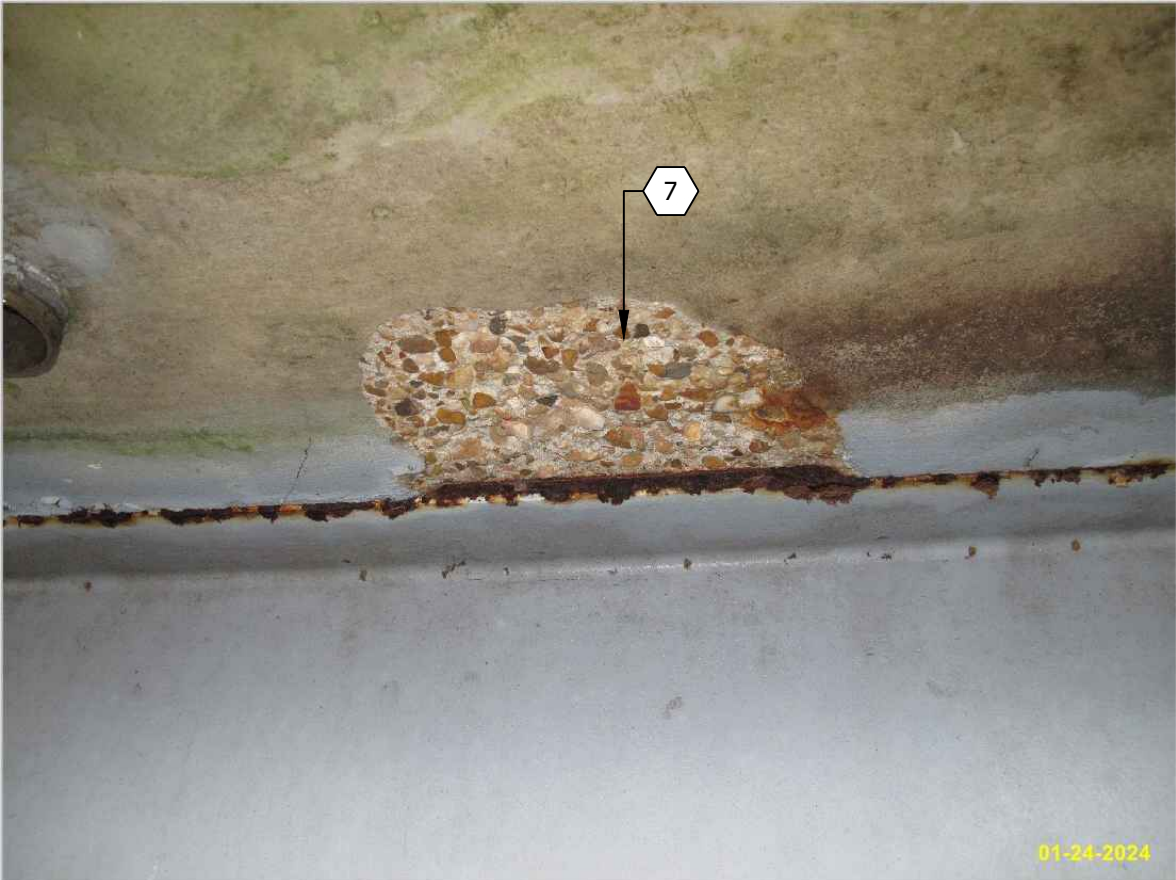
JOINT SEAL FAILURE AT METAL JOINT



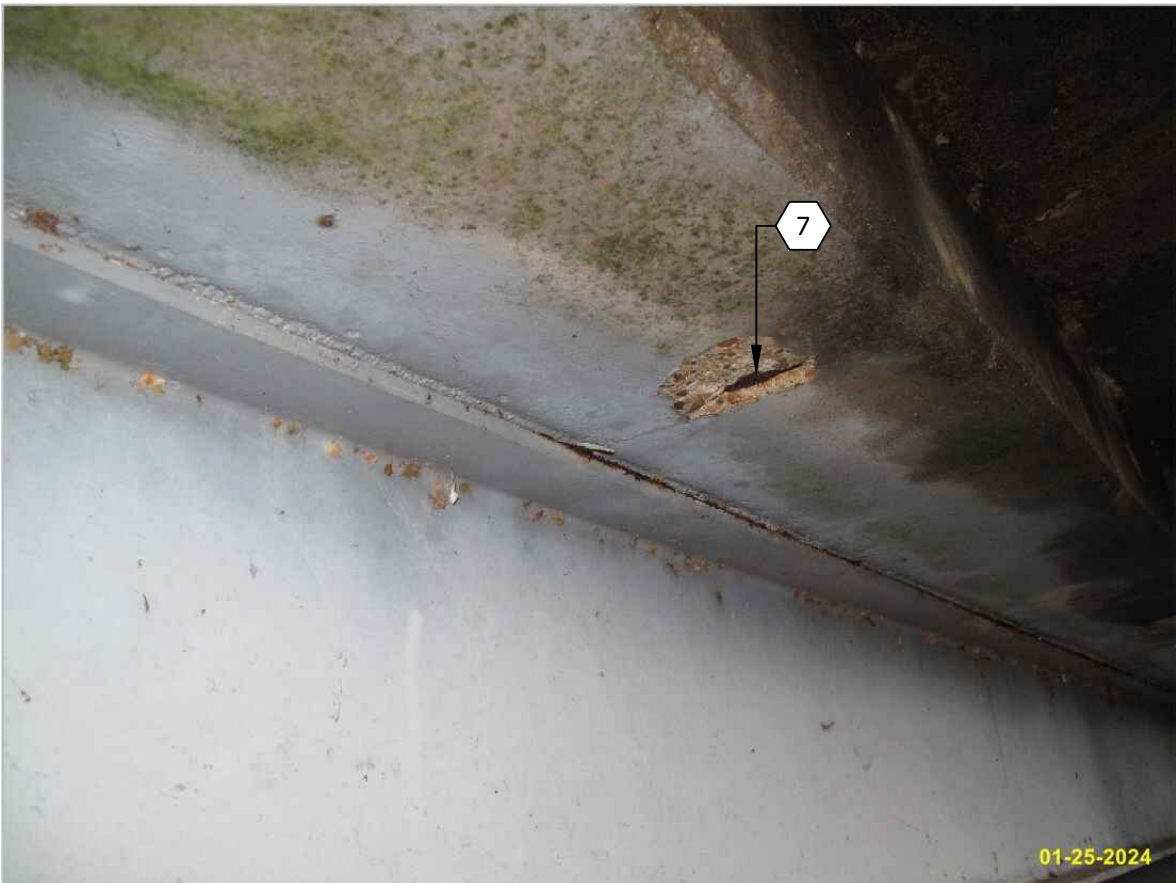
SPALLING WITH EXPOSED REBAR DUE TO INSUFFICIENT COVER ON 3RD AND 4TH BRIDGE RAIL POSTS FOR EAST BRIDGE RAIL IN SPAN 12, 3RD POST SHOWN



SPALLING WITH EXPOSED REBAR WITH SECTION LOSS IN BOTTOM OF CORBEL, 3RD CORBEL FOR SPAN 12 ON WEST SIDE SHOWN



TYPICAL SPALLING ON UNDERSIDE OF DECK OVERHANG, GIRDER 13-1 NEAR BENT 13 SHOWN



TYPICAL SPALLING ON DECK OVERHANG, STRINGER 6 FOR SPAN 6 BETWEEN L1' AND L2' SHOWN



TYPICAL SPALLING OF DROP SLABS AT DECK JOINTS, JOINT AT BENT 18 SHOWN



TYPICAL SPALLING OF DROP SLABS AT DECK JOINTS, JOINT AT L6 FOR SPAN 5 SHOWN



UNDERSIDE OF BRIDGE SHOWING CAP, BEAMS, SLAB, AND DROP SLAB



TYPICAL SPALLING ON DECK OVERHANG, STRINGER 6 FOR SPAN 6 BETWEEN L1' AND L2' SHOWN



BROKEN WELD CONNECTION FOR WEST BRIDGE RAIL AT U5-L5



TYPICAL CRACKING OF BEARING RISER FOR GIRDERS, WEST SIDE OF GIRDER 5-4 AT BENT 5 SHOWN

REPAIR NOTES

GENERAL:

1. Remove vegetation encroaching substructure, superstructure, and deck underside.
2. Spray herbicide specifically approved for use near water on riprap under the bridge and within 20 feet of the edge of the bridge.
3. Remove existing object markers and weight limit signs on all four corners of bridge.

DECK

4. Clean and re-seal expansion and deck joints.
5. Remove debris from curb lines and deck drains.
6. Pressure wash the concrete deck and railing.
7. Clean and seal spalls with exposed reinforcing steel on deck underside, bridge rail posts, and corbels (see detail sheet EB-1).
8. Clean and seal spalls in drop slabs (see detail sheet EB-1):
 - a. Bent 3 over Piles 2, 3, and 4
 - b. Bent 4 over Pile 2
 - c. Bent 6 over Pile 3
 - d. Bent 7 over Pile 2
 - e. Bent 8 over Pile 3
 - f. Bent 9 over Piles 2 and 3
 - g. Bent 10 over Piles 2 and 3
 - h. Bent 11 over Piles 2 and 3
 - i. Bent 12 over Piles 2 and 3
 - j. Bent 13 over Piles 2 and 3
 - k. Bent 16 over Piles 2 and 3
 - l. Bent 17 over Piles 3 and 4
9. Replace **ALL** drain scuppers (see detail sheet EB-1).
10. Repair broken weld connection for west bridge rail at U5-L5.

SUPERSTRUCTURE

11. Repair cracked welds in bearing stiffeners of steel risers at Bents 4 and Bent 5.
12. Clean pack rust from between floor beam ends and interior primary gusset plates on truss, spot paint area.
13. Clean and paint steel components of superstructure noted in PAINTING NOTES.
14. Remove debris from bottom flanges of floor beams, stringers, and bottom chords.
15. Remove debris accumulation at U1 and strut connection from east truss.
16. Repair section loss on bottom chords and gusset plates, spot paint area.

SUBSTRUCTURE

17. Remove deteriorated concrete then clean and seal spalls and repair concrete to original dimensions with exposed rebar on concrete piles in Bent 5, Pile 2B and 3B (see detail sheet EB-1).
18. Extend existing concrete encasements on steel H-piles above areas of corrosion, paint over pitting prior to encasement.
 - a. Bent 6, encase to top
 - b. Bent 7, encase to top
 - c. Bent 8, encase to 5'
 - d. Bent 11, encase to 5'
 - e. Bent 12, encase to 5'
 - f. Bent 13, encase to 5'
 - g. Bent 14, encase to 5'
 - h. Bent 15, encase to 5'
19. Replace retaining nuts on anchor bolts on east bearing of Pier III.
20. Review condition of all anchor bolts. Replace failed anchor bolts and anchor bolt nuts. Secure all loose anchor connection hardware.

NO.	DATE	DESCRIPTION	BY
REPAIR NOTES 1 OF 2			
RIVER AVENUE PEDESTRIAN BRIDGE CITY OF HATTIESBURG, FORREST COUNTY, & CITY OF PETAL			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by:	NMC	Checked by:	NMC
Date:	09-25-2025	Working No.:	RN-1
Drawing No.:	12254	Sheet No.:	6



PACK RUST WITH CORROSION AND SECTION LOSS ON LOWER GUSSET PLATE FOR FLOOR BEAM 5 AND LATERAL BRACING BETWEEN FLOOR BEAMS 5 AND 6 AT EAST SIDE OF TRUSS



TYPICAL PAINT FAILURE, CORROSION, AND PACK RUST BETWEEN LOWER HORIZONTAL GUSSET PLATE CONNECTIONS TO FLOOR BEAMS, JOINT L12 ON EAST SIDE OF TRUSS IN SPAN 6 SHOWN



TYPICAL PAINT FAILURE, CORROSION, AND PACK RUST BETWEEN LOWER HORIZONTAL GUSSET PLATE CONNECTIONS TO FLOOR BEAMS, JOINT L13 ON EAST SIDE OF TRUSS IN SPAN 6 SHOWN



DETERIORATION OF ENCASEMENT IN BENT 5



PORTAL FRAME AT SOUTH END OF TRUSS



END POST AT SOUTHWEST CORNER OF TRUSS



TYPICAL DEBRIS ACCUMULATION ON BOTTOM FLANGES OF FLOOR BEAM, WEST FACE OF FLOOR BEAM 1 IN SPAN 5 SHOWN



TYPICAL DEBRIS ACCUMULATION ON BOTTOM FLANGES OF LOWER CHORD



TYPICAL CRACKING, DELAMINATION, AND SPALLING OF CONCRETE PILE ENCASEMENT, PILE 5-28 SHOWN



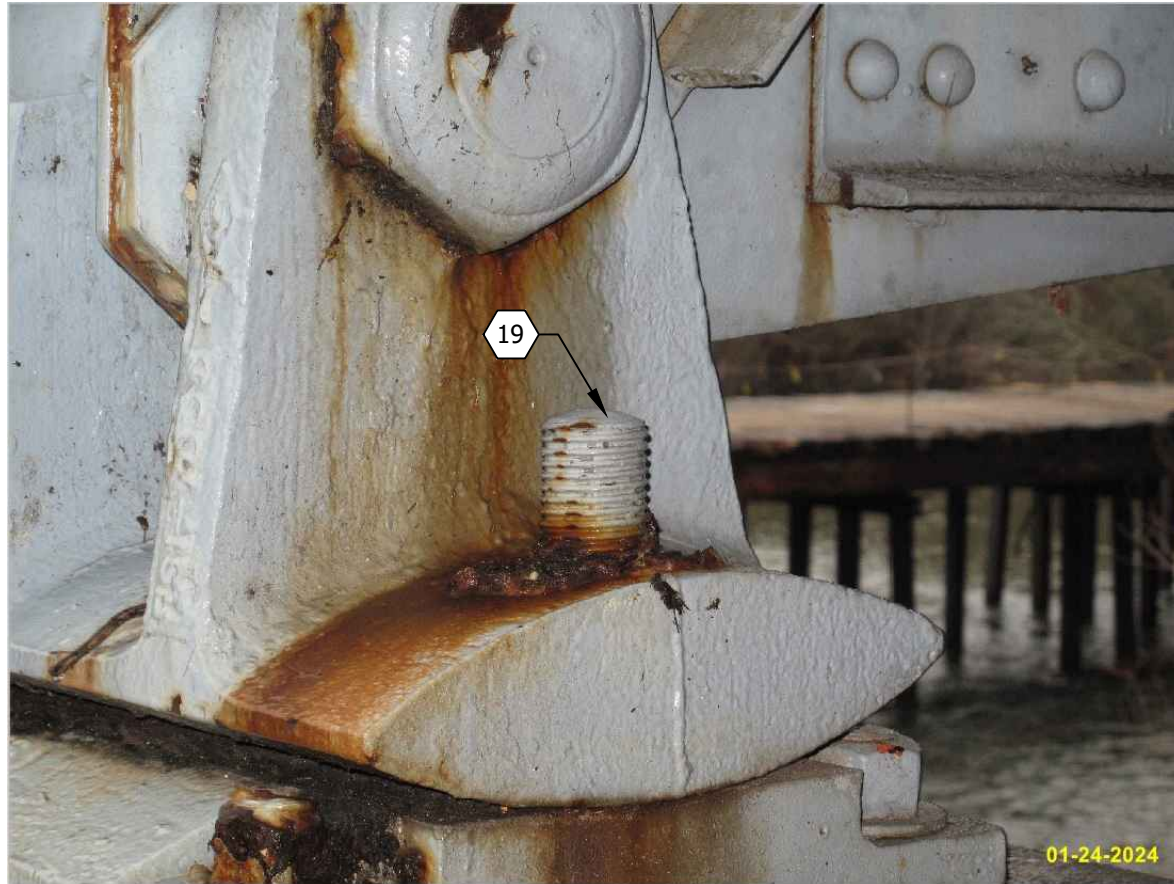
DETERIORATION OF ENCASEMENT IN BENT 5



TYPICAL CRACKING, DELAMINATION, AND SPALLING OF CONCRETE PILES, PILE 5-38 SHOWN



MISSING EXTERIOR CONNECTION HARDWARE FROM EAST ROCKER BEARING AT PIER III



MISSING INTERIOR CONNECTION HARDWARE FROM EAST ROCKER BEARING AT PIER III



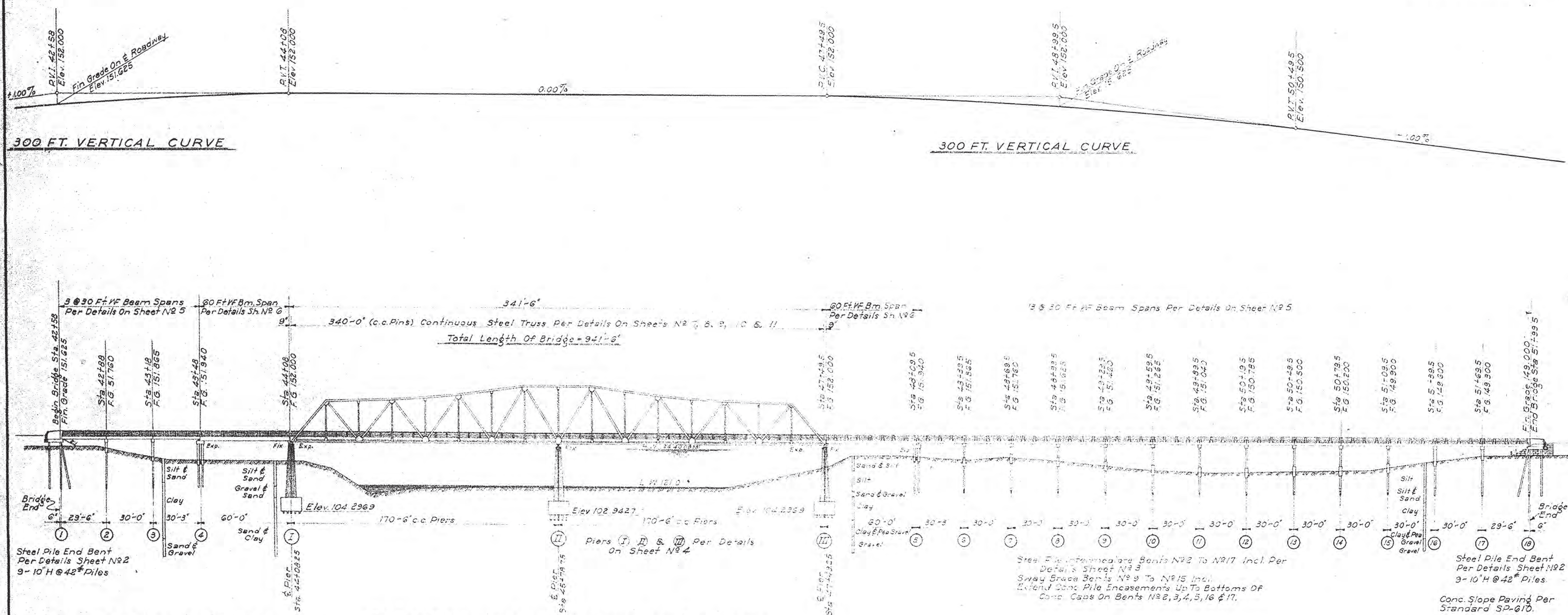
BROKEN ANCHOR BOLT FOR WEST FACE OF GIRDER 9-2 AT BENT 9



LOOSE ANCHOR CONNECTION HARDWARE ON BEARING FOR GIRDER 4-1 AT PIER I

NOTE:
PICTURES DO NOT INCLUDE ALL NECESSARY REPAIRS, SEE REPAIR NOTES FOR COMPLETE REQUIREMENTS.

NO.	DATE	DESCRIPTION	BY
REPAIR NOTES 2 OF 2			
RIVER AVENUE PEDESTRIAN BRIDGE CITY OF HATTIESBURG, FORREST COUNTY, & CITY OF PETAL			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by:	NMC	Checked by:	NMC
Date:	09-25-2025	Working No.:	RN-2
Drawing No.:	12254	Sheet No.:	7
Scale: AS NOTED			



End Bents:	25 Tons.
Intermediate Bents:	30 Tons.
Foundation Piling:	20 Tons.

Scale 1/2 = 30'-0"

Specifications: A A S H O. 1944.
Loading: H/5-S12-44.

GENERAL NOTES:
 Specifications: Mississippi State Highway Department.
 No Unauthorized Change Of Plans Will Be Permitted.
 Expansion Joint Material Shall Be Either Cork Or Rubber.
 Test Piles Shall Be Driven As Permanent Piles In Bents No. 1, 4, 6, 10, 14 & 17 To A Minimum Bearing Capacity Of 30 Tons And A Minimum Penetration Of 50 Feet And Will Be Paid For As Test Piles Only.
 Test Pile Data And Recommended Pile Lengths Shall Be Submitted To The Engineer For Approval.
 Boring Data Shown Was Obtained For Design Purposes Only And Is Not Guaranteed For Construction.
 Floor Slabs For 20 Ft Spans Shall Not Be Poured Until Truss Is Erected.
 All Work For Which No Pay Items Are Provided In The Proposal Will Not Be Paid For Directly And Compensation Therefor Will Be Included In The Prices And Payments For Bid Items.

ITEM LOCATION	ESTIMATED					QUANTITIES							
	Class 'B' Bridge Conc. Cu.Yds.	Class 'C' Bridge Conc. Cu.Yds.	Class 'S' Seal Conc. Cu.Yds.	Reinforcing Steel Lbs.	Structural Steel Lbs.	Steel Superstructure Lump Sum	Railing Lin. Ft.	10" & 48" Steel Piling Lin. Ft.	Untreated Timber Piling Lin. Ft.	Test Piles Units	Loading Tests Units	Bridge Excavation Cu.Yds.	Cond Slope Paving Cu.Yds.
Approach Spans	516.25			77,640	261,780		1,200						
340' Truss Span	268.00			43,600		1 Unit							
Piers (I, II, & III)		685.65	204.60	31,140					6,750			1,650	
Int. Bents	95.60			10,350	4,720			4,355		5			
End Bents	40.40			4,130				1,105		1			27
TOTALS	920.25	685.65	204.60	166,840	266,500	1 Unit	1,200	5,460	6,750	6	3	1,650	27

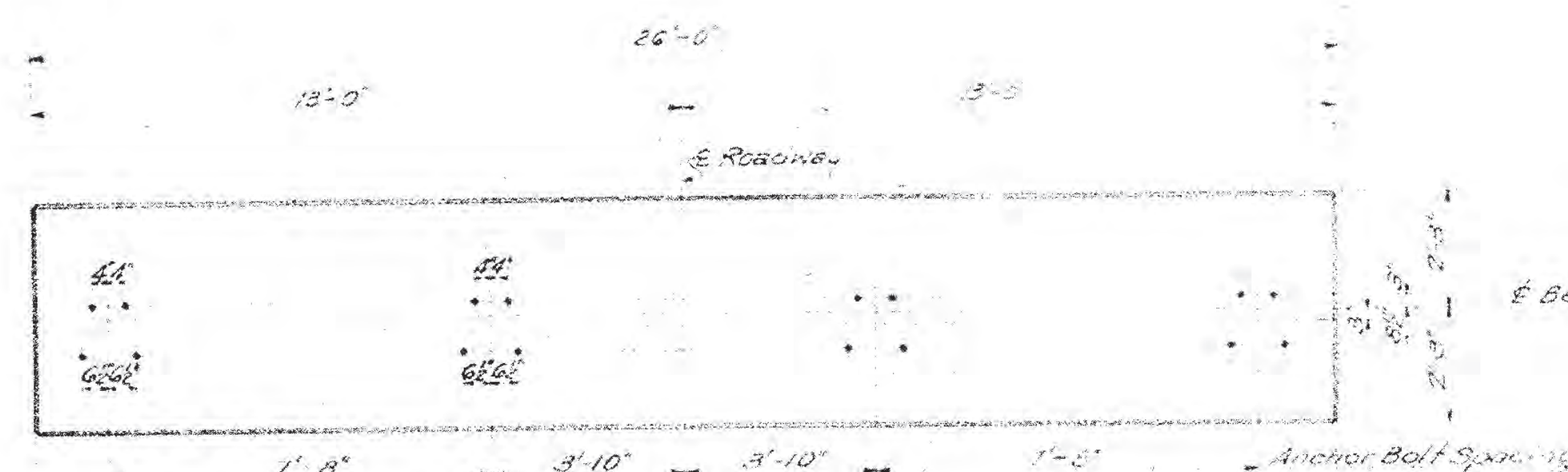
Standard Plans Required: SP-610

MISSISSIPPI STATE HIGHWAY DEPARTMENT
LEAF RIVER BRIDGE
STATION 42+58
HATTIESBURG-PETAL ROAD
FORREST COUNTY

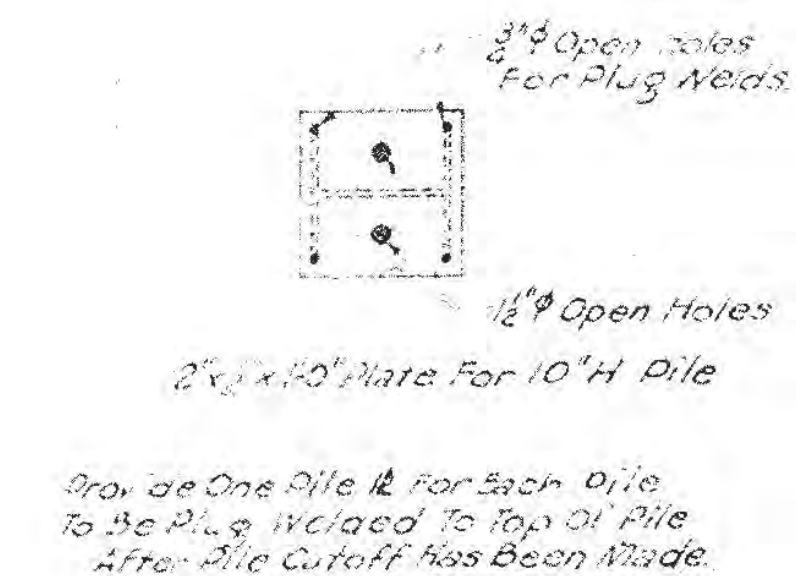
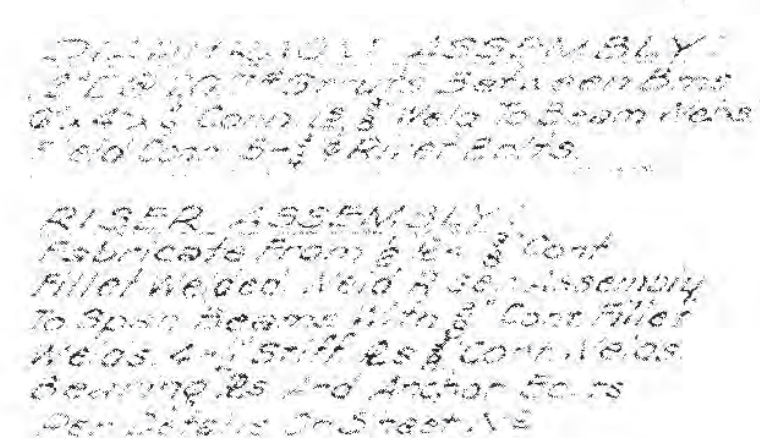
SUBMITTED BY C. S. Hise BRIDGE ENGINEER

DETAILED <u>Emery</u>	CHECKED _____	ISSUED <u>MHB</u>	SHEET NUMBER _____
TRACED <u>Emery</u>	DATE _____	DATE <u>1-31-49</u>	<u>1</u> OF <u>11</u>

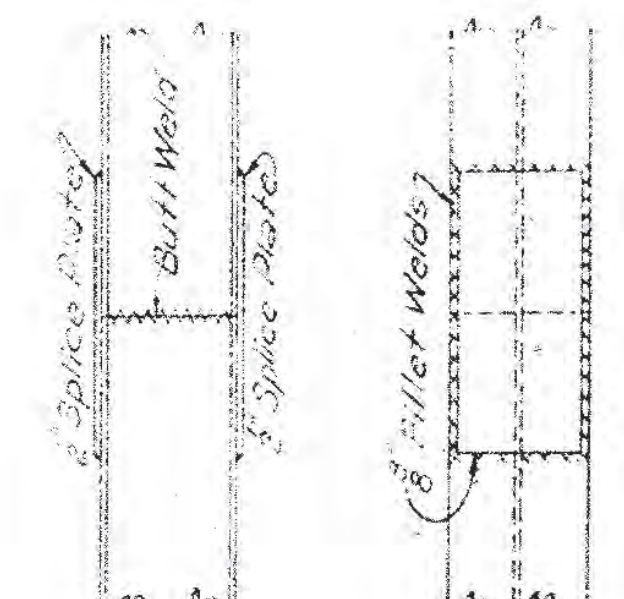
REG. NO. DIST. NO.	STATE	ENROLL NO.	FINANCIAL YEAR	SHEET NO.	TOTAL SHEET
8	MISS		19	11	81



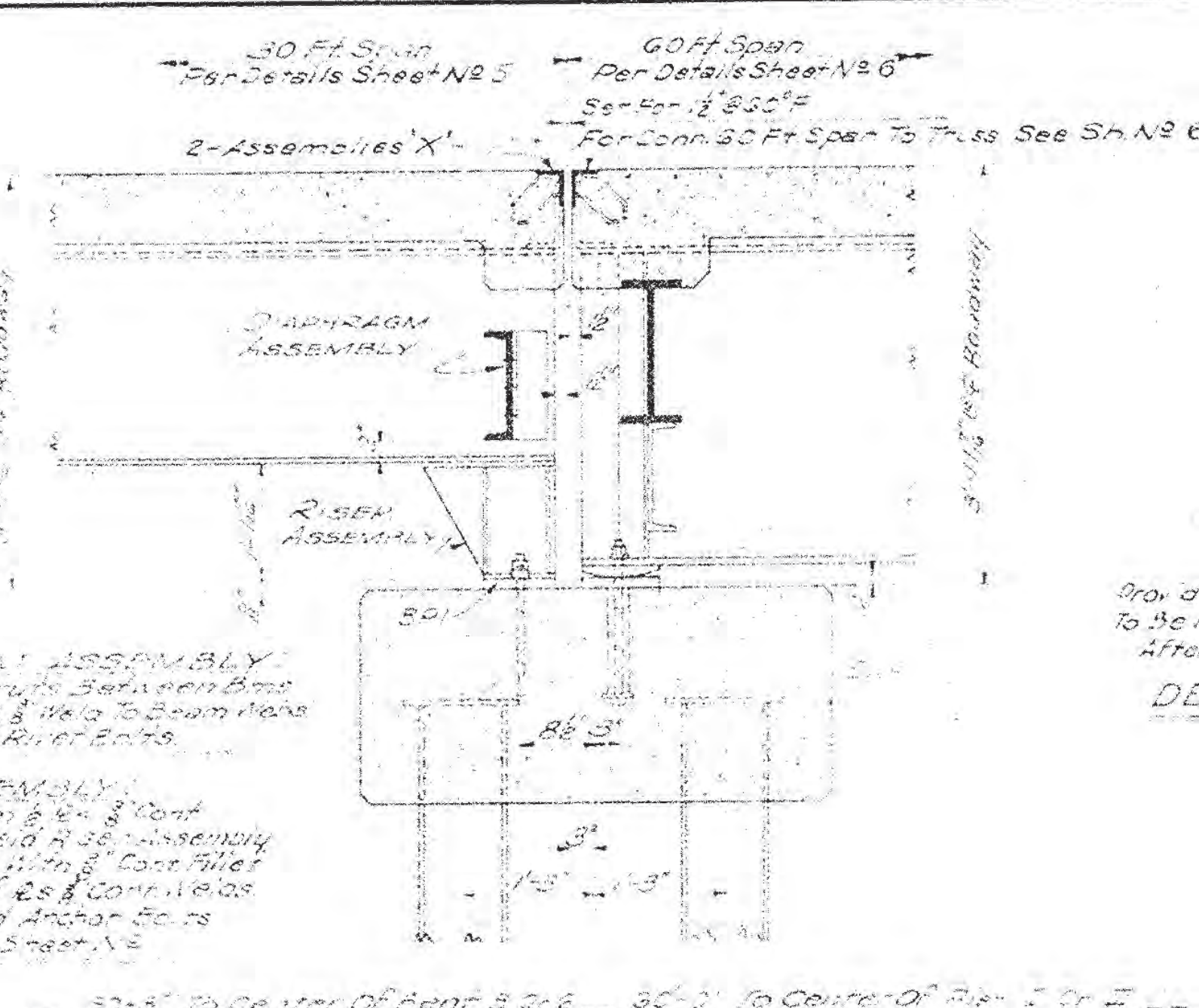
PLAN OF CAP



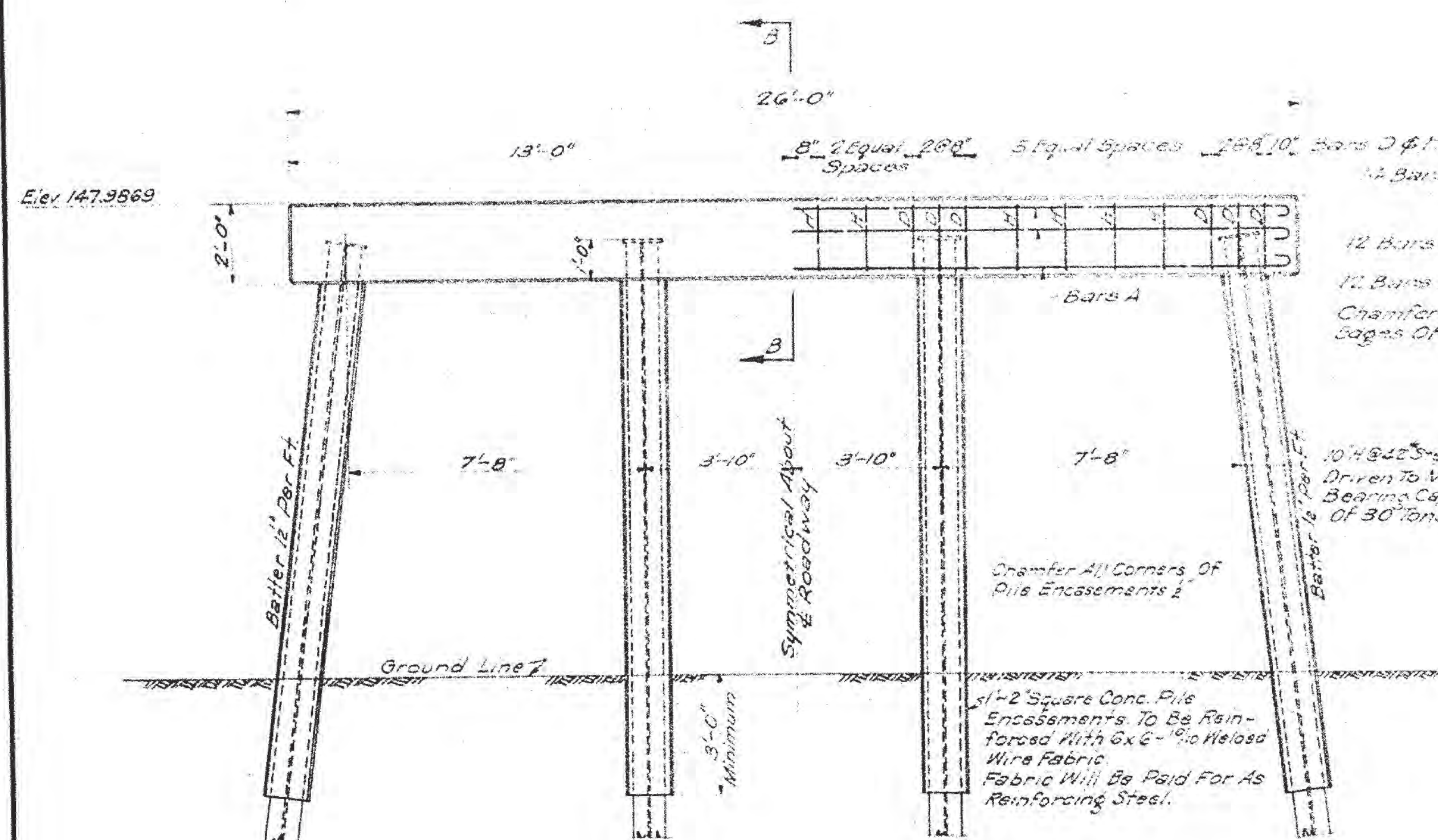
DETAIL OF PILE PLATE



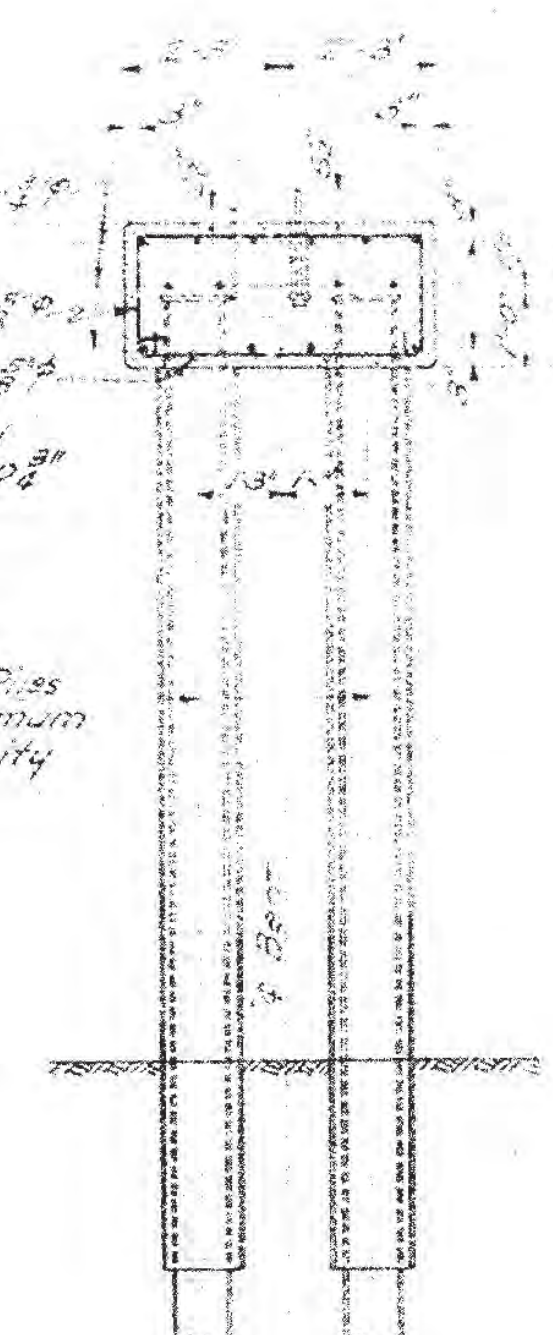
9"x6"x1'-6" Splice Rls For 10" H Pile



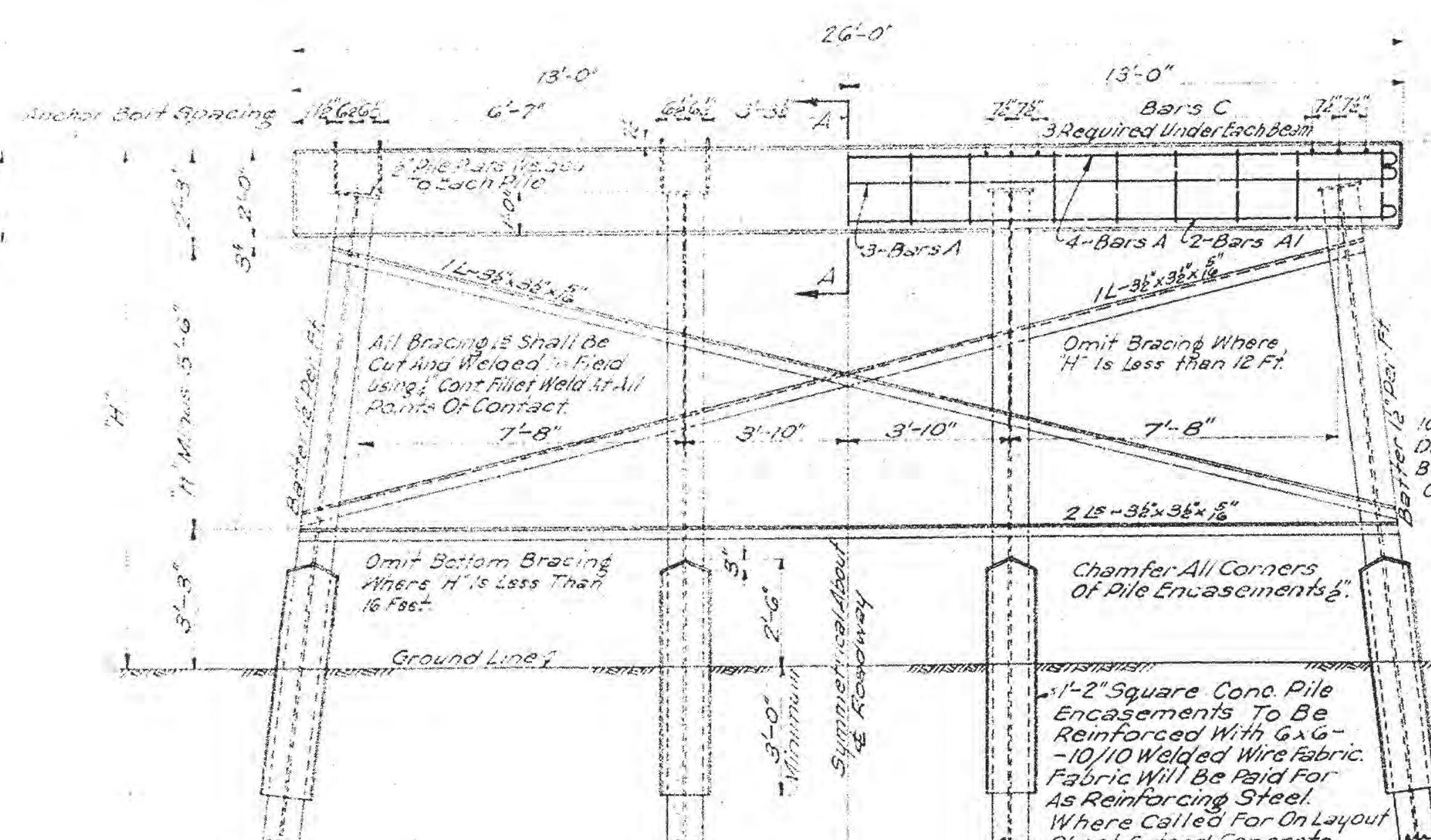
SECTION AT E ROADWAY



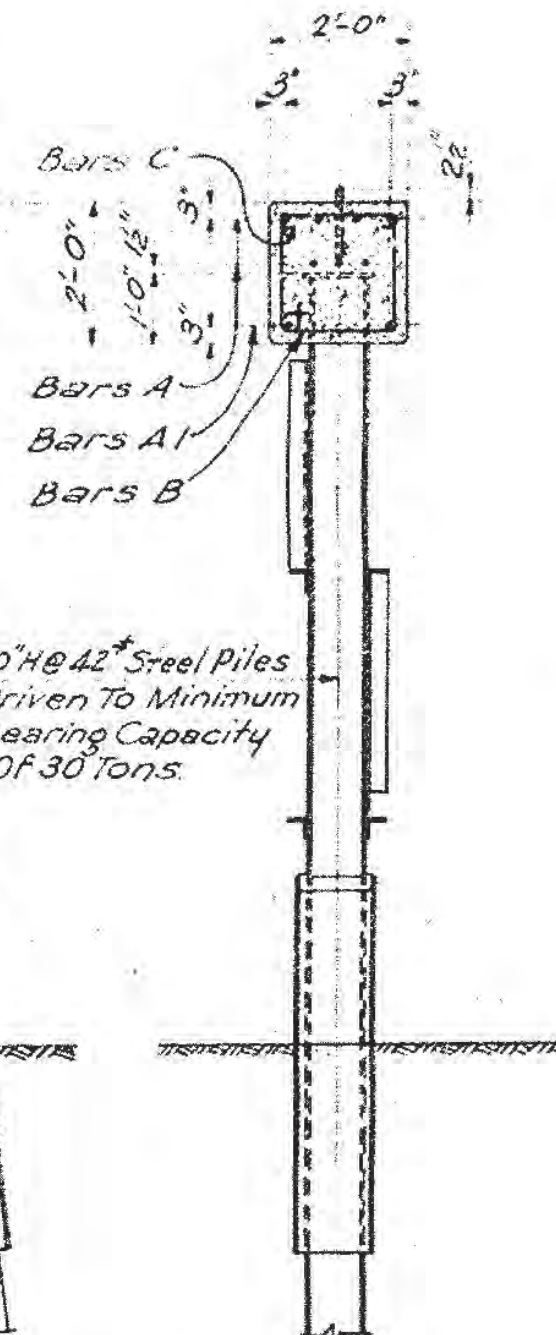
ELEVATION
RENTS 485



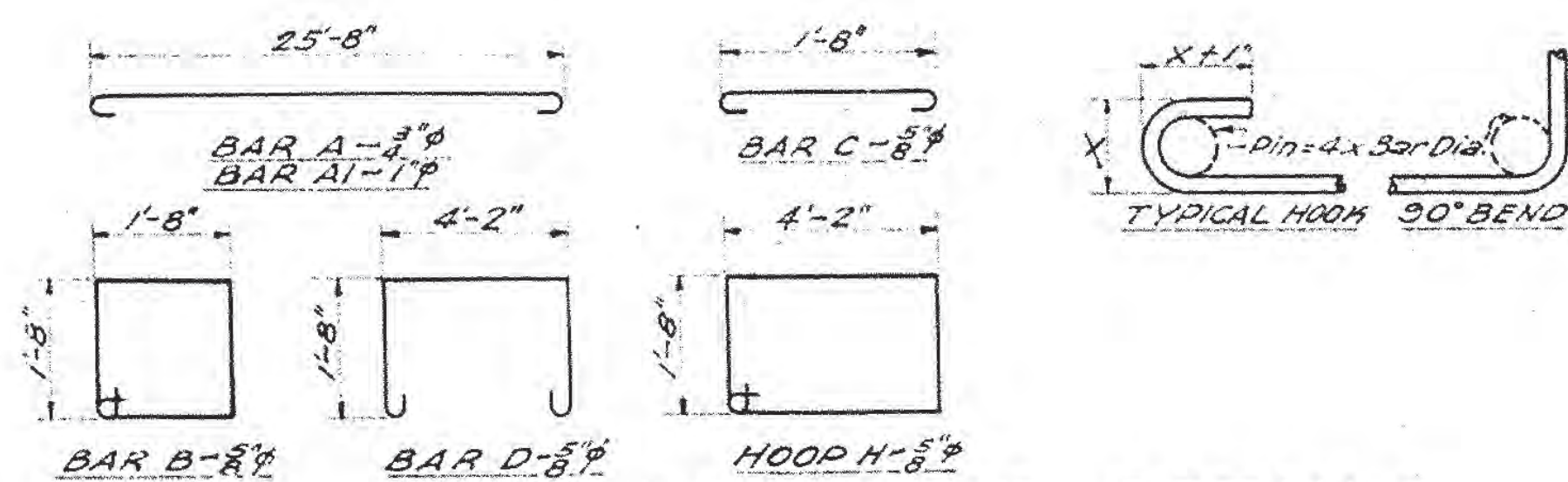
SECTION B-B



ELEVATION



SECTION A-4



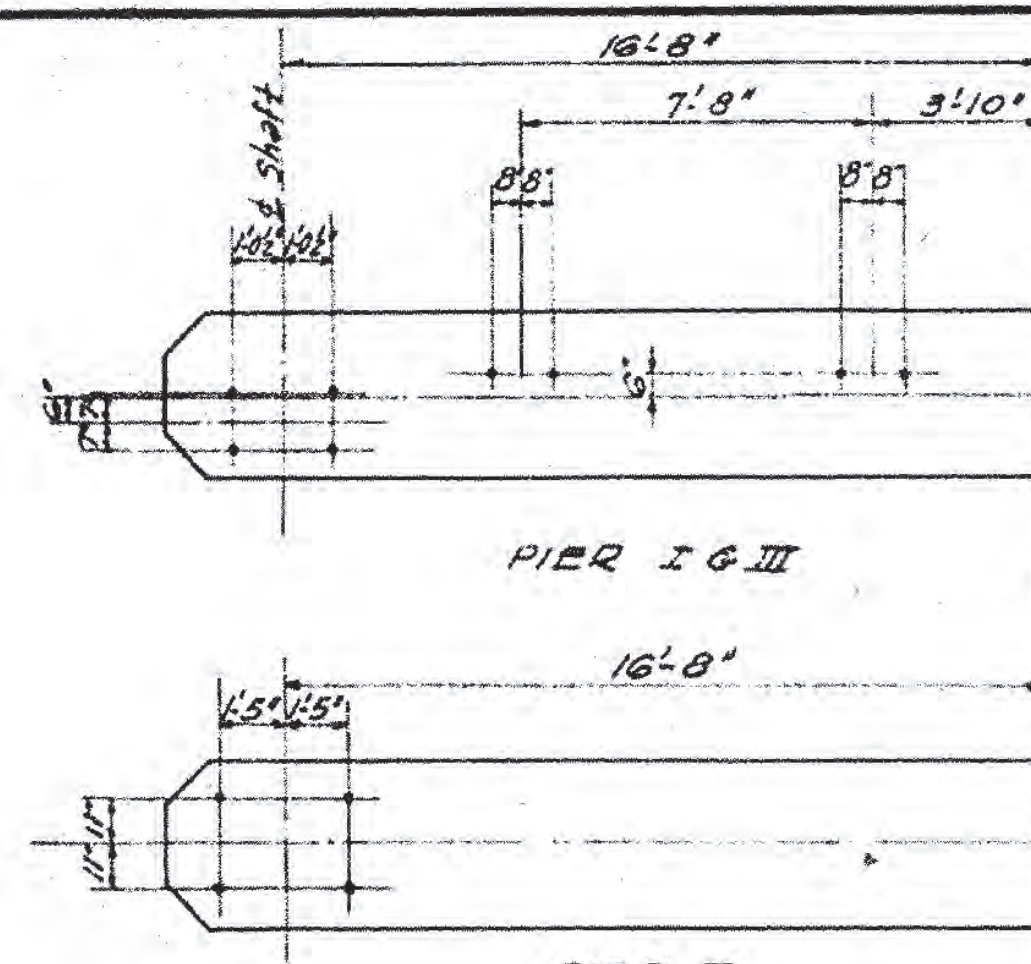
BAR BENDING DETAILS
All Dimensions Are Out To Out.

GENERAL NOTES:

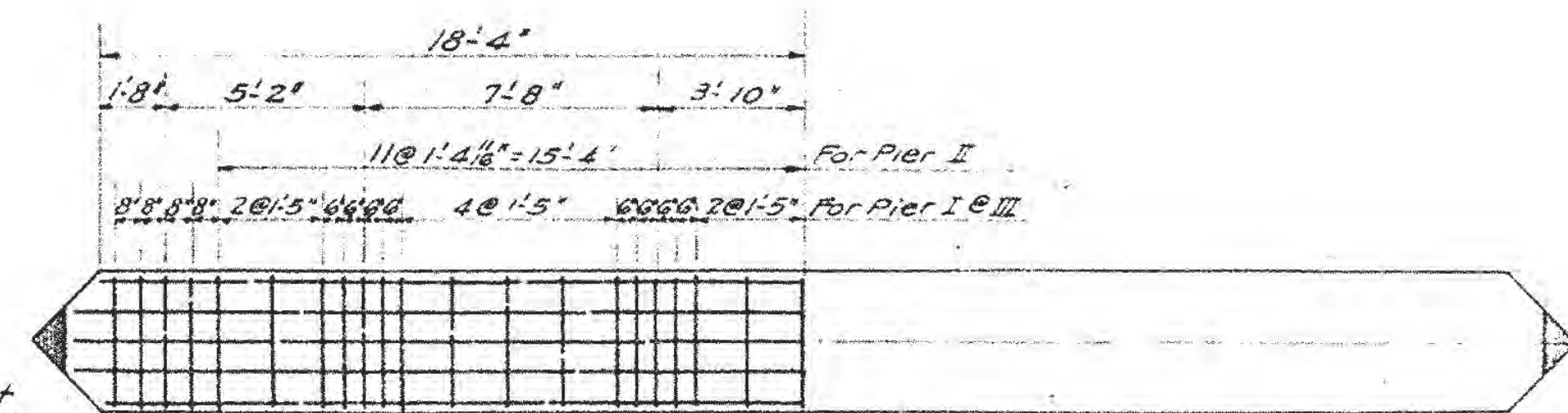
Specifications: Mississippi State Highway Department.
A1 Concrete Snail Be Class 'B'.
All Exposed Concrete Surfaces Shall Be Given A Uniform Rubbed Finish.
Where Practicable, All Piles Shall Be Driven Full Length And Shall Not Be
Spliced Except By Authority Of The Bridge Engineer.
All Welding Shall Be Done By The Electric Arc Process.
Steel Piling Shall Be Shipped Unpainted And After Being Driven Shall Be
Thoroughly Cleaned Of Rust Prior To Construction Of Concrete Encasements.
At Joints Where Concrete Encasements Do Not Extend Up To Bottoms Of
Concrete Caps, Steel Piling And Sway Bracing (Where Used) Shall
Be Painted As Follows: First Coat Red Lead Per Code R-L; Second
And Third Coats Black Graphite Per Code M-B.
The First Field Coat Of Paint Shall Be Applied As Soon As Practicable After Piles
Are Driven And Shall Extend To Bottoms Of Pile Encasements.
Steel Piles Will Be Paid For At The Contract Price Per Linear Foot Complete
In Place And No Additional Payment Will Be Allowed For Pile Plates,
Splices, Welding Or For Excavation Incidental To Installation Of Pile
Encasements.

BY	MISSISSIPPI STATE HIGHWAY DEPARTMENT		
	LEAF RIVER BRIDGE STATION 42+58		
REVISIONS	DETAILS OF INTERMEDIATE BENTS FORREST COUNTY		
	SUBMITTED BY _____ BRIDGE ENGINEER		
DATE	DETAILED TRACED <i>100</i>	CHECKED DATE	ISSUED <i>mtb</i> DATE <i>1-31-49</i>
			SHEET NUMBER <i>3</i> OF <i>11</i>

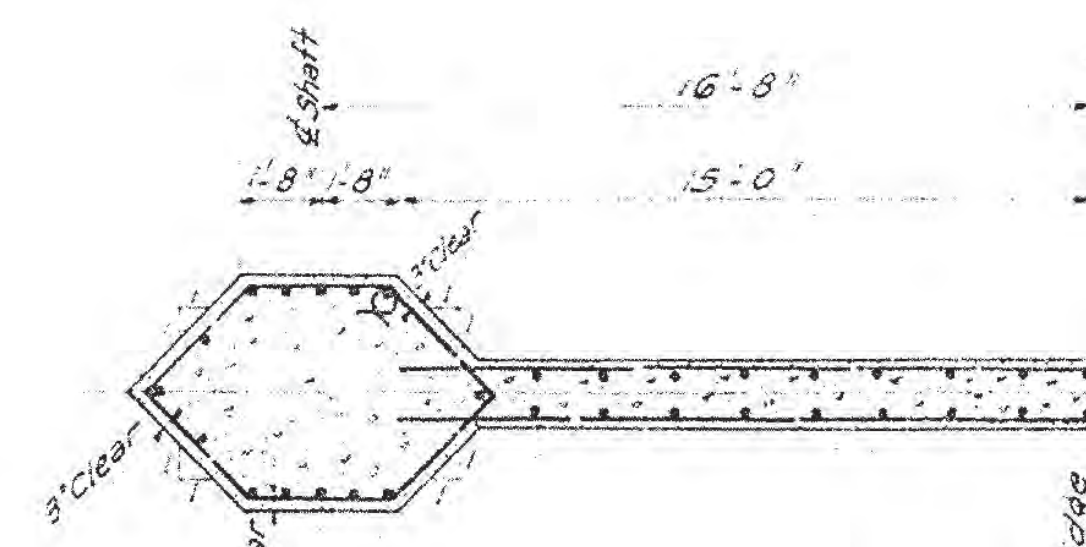
FILE NO.	STATE	PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
MISS	MISS		19	11	11



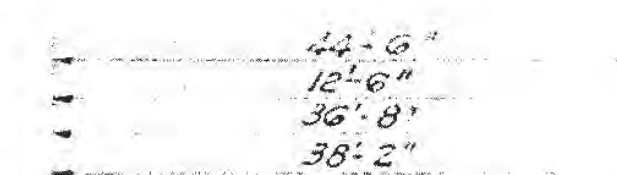
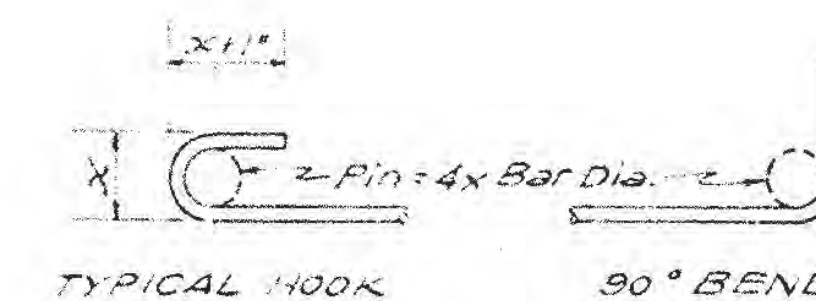
ANCHOR BOLT LAYOUT
Provide 4" Dia. Holes In Cap To Receive All Anchor Bolts Which Shall Be Set In Grout.



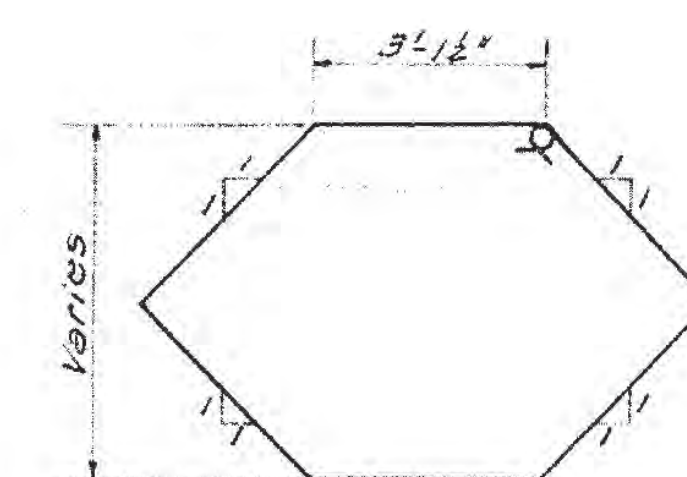
PLAN OF CAP



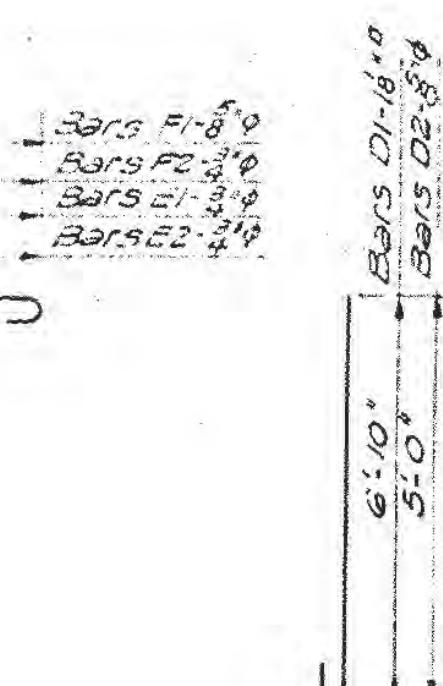
PART SECTION B-B



Bars E1, E2, F1 & F2



HOOPS H-1/2"



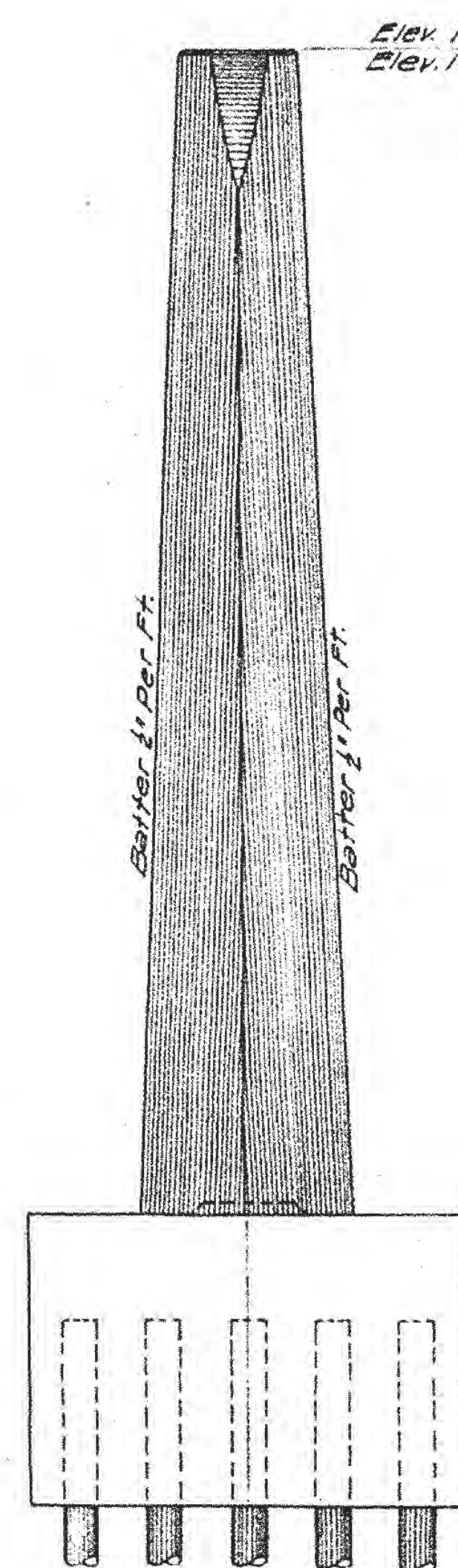
DOWELS D1 & D2



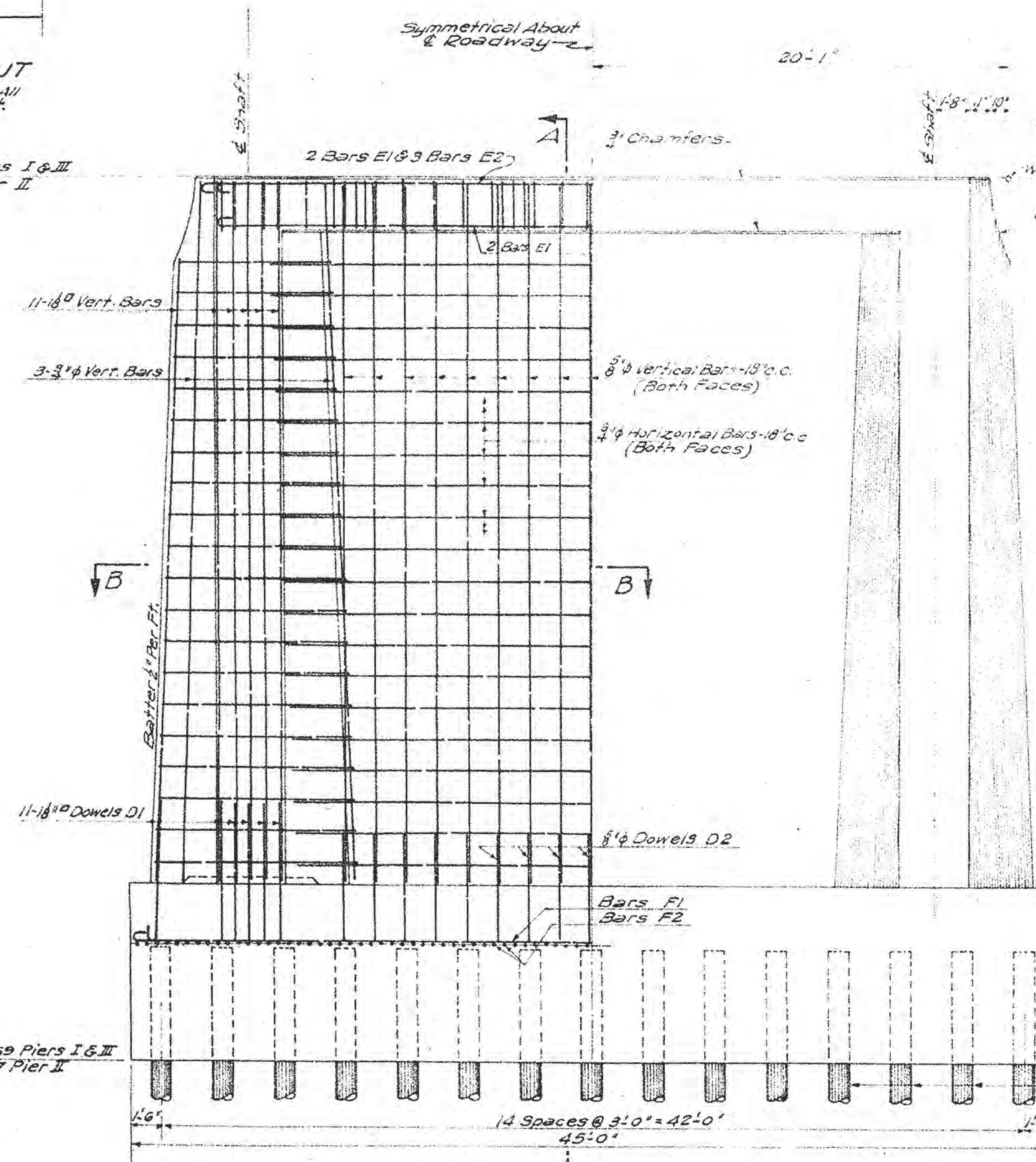
STIRRUPS S-1/2"

BAR BENDING DETAILS
Dimensions Are Out To Out

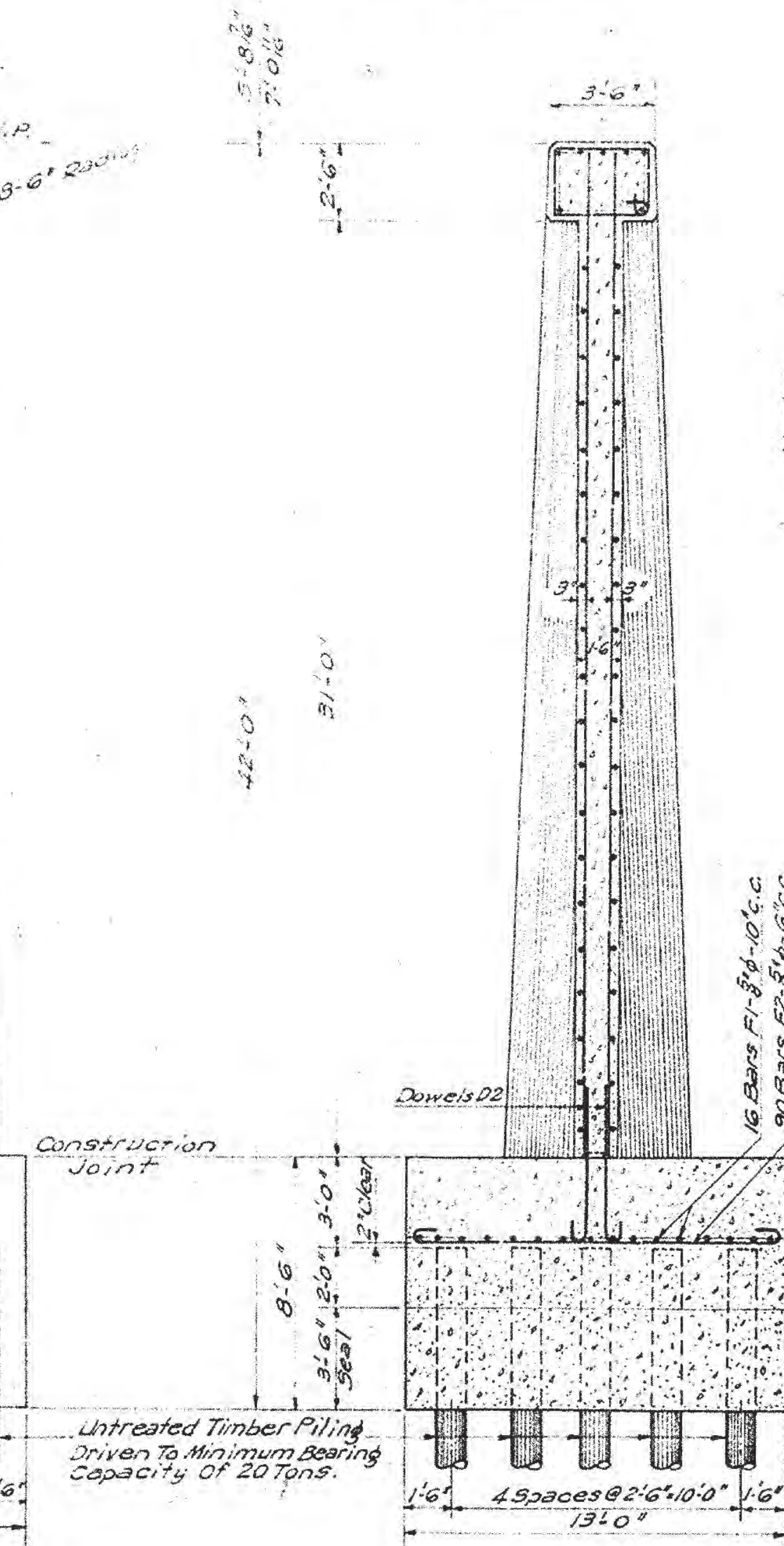
GENERAL NOTES:
Concrete In Seals Shall Be Class "S" All Other Concrete Shall Be Class "C".
All Exposed Concrete Surfaces Shall Be Given A Uniform Rubbed Finish.
Chamfers Shall Not Be Used Except Where Specifically Indicated.
Except Where Otherwise Noted, All Dimensions For Placing Reinforcing Steel Are To Center Of Bars.
Construction Joints Permitted Only Where Shown.
Foundation Elevations Are Subject To Change And Shall Be Verified By The Engineer Before Reinforcing Steel Is Ordered.



END VIEW



ELEVATION OF PIER



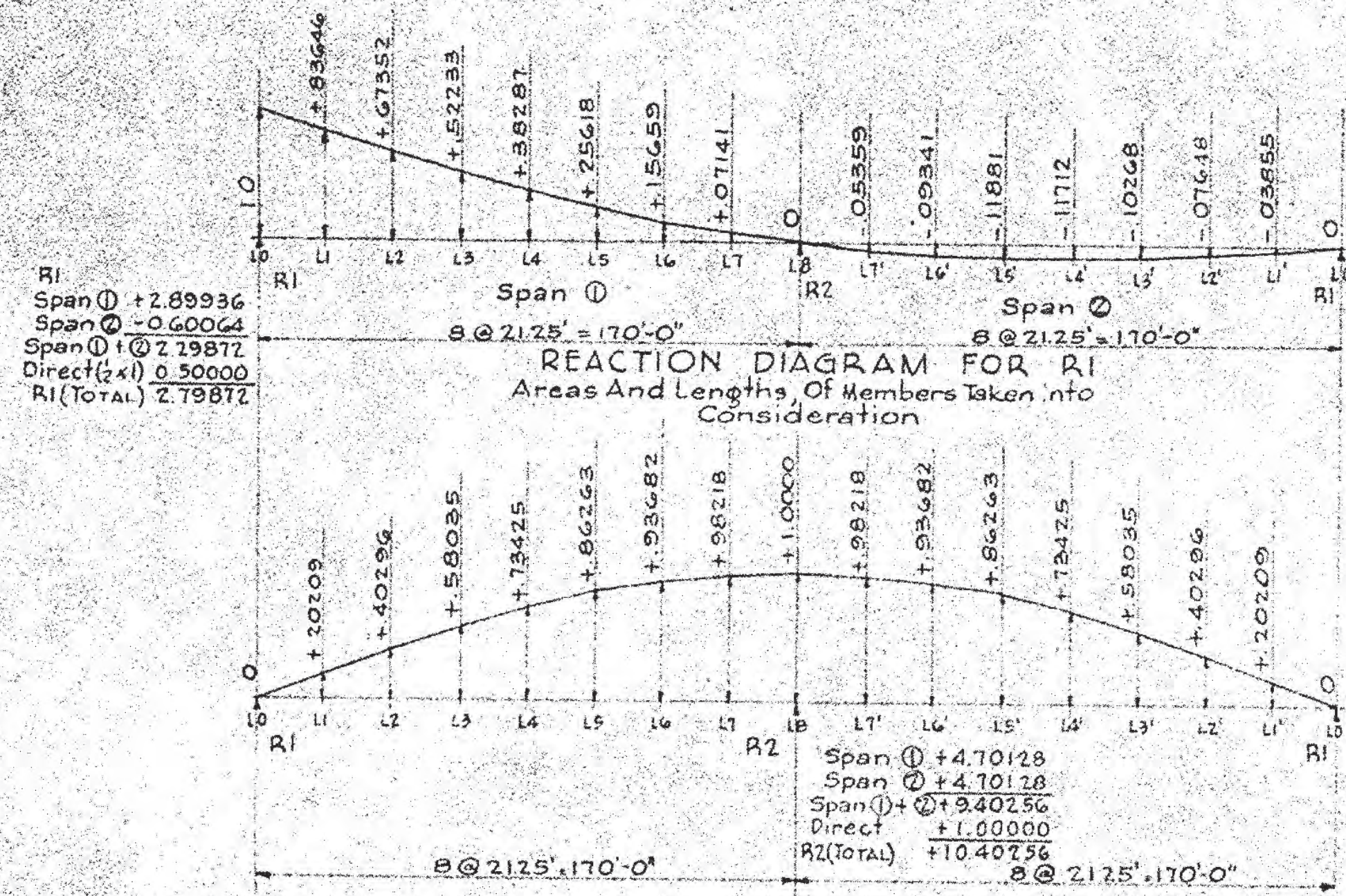
SECTION A-A

MISSISSIPPI STATE HIGHWAY DEPARTMENT					
LEAF RIVER BRIDGE					
STATION 42+58					
DETAILS OF PIERS I, II, & III					
FORREST COUNTY					
SUBMITTED BY _____ BRIDGE ENGINEER					
DATE	DETAILED J.M.B.	CHECKED	ISSUED M.H.B.	SHEET NUMBER	
	TRACED L.B.R.	DATE	DATE 1-31-49	4 OF 11	

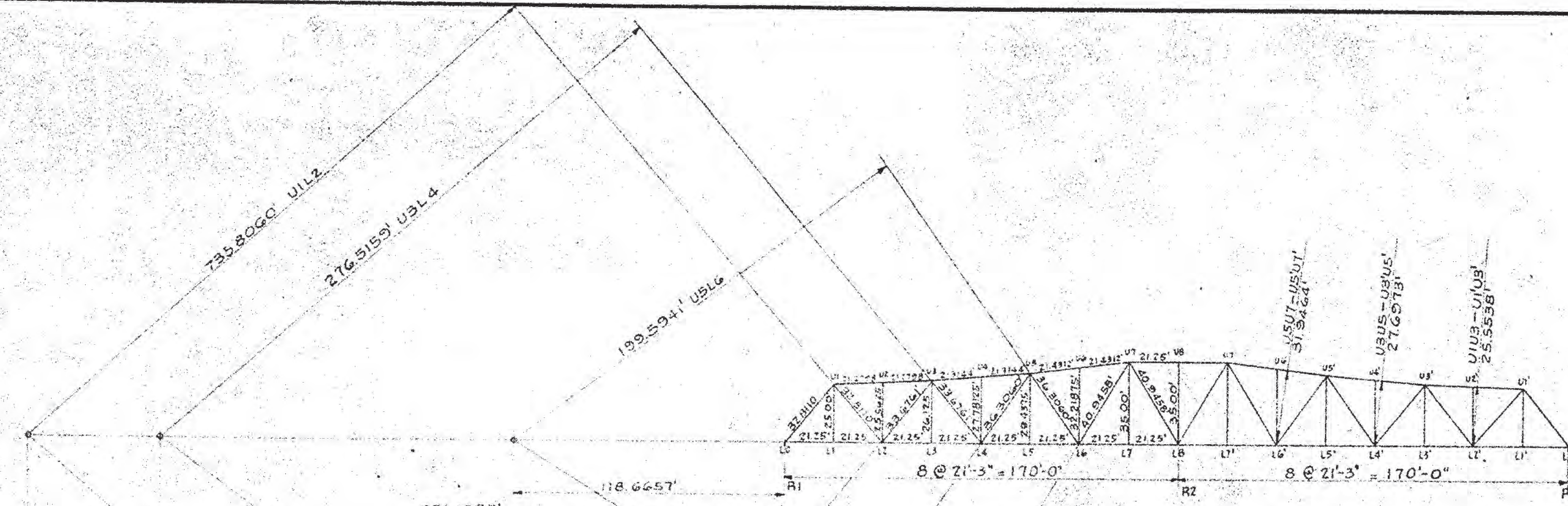
DESIGN DATA
 Loading: H15-S12

GENERAL NOTES:
 Specifications: Mississippi State Highway Department.
 Concrete in Railing shall be Class "A". All Other Concrete shall be Class "B".
 All Exposed Concrete Surfaces shall be Given a Uniform Rubbed Finish.
 All Edges shall be Chamfered 1" Except Where Otherwise Noted.
 All Dimensions for Reinforcing Steel are to Centers of Bars.
 All Structural Steel shall be Given One Shop Coat of Red Lead Paint Per Code R-L.
 After Erection, All Structural Steel shall be Given Three Field Coats of Paint As Follows: First Coat Red Lead Per Code R-L, Second and Third Coats Aluminum Per Code B-A.
 Shop Connections shall be 3" Rivets.
 Field Connections shall be 3" Rivets or Rivet Bolts Except Where Otherwise Noted.

TITLE BLOCK:
 MISSISSIPPI STATE HIGHWAY DEPARTMENT
 LEAF RIVER BRIDGE
 STATION 42+58
 DETAILS OF 60 FT. SPANS
 FORREST COUNTY
 SUBMITTED BY: _____ BRIDGE ENGINEER
 DETAILED: [Signature] CHECKED: _____ ISSUED: 1-21-49 SHEET NO. 6 OF 6
 TRACED: L.B.R. DATE: 1-21-49

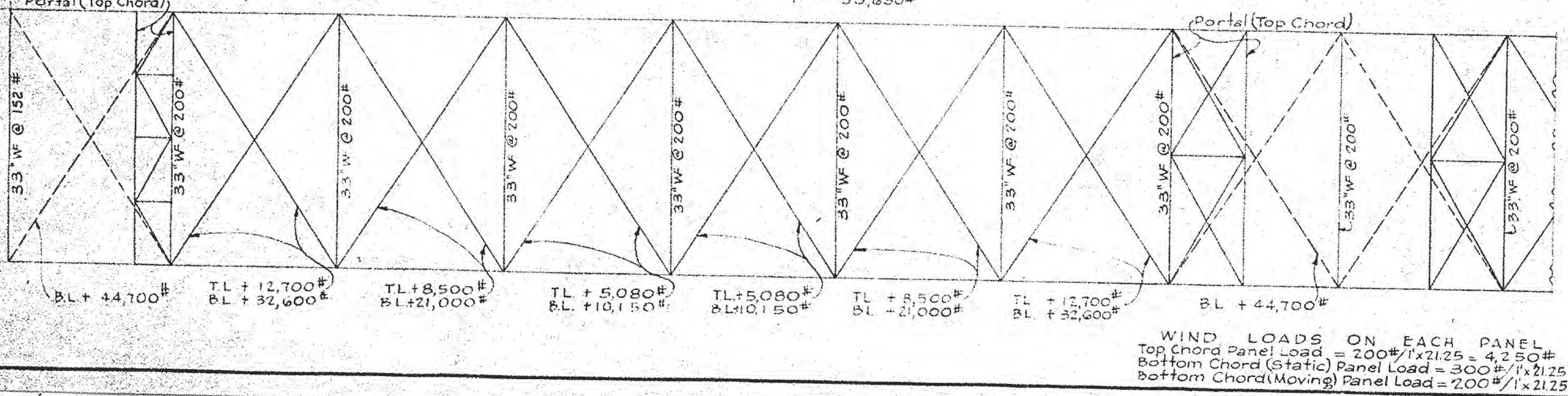
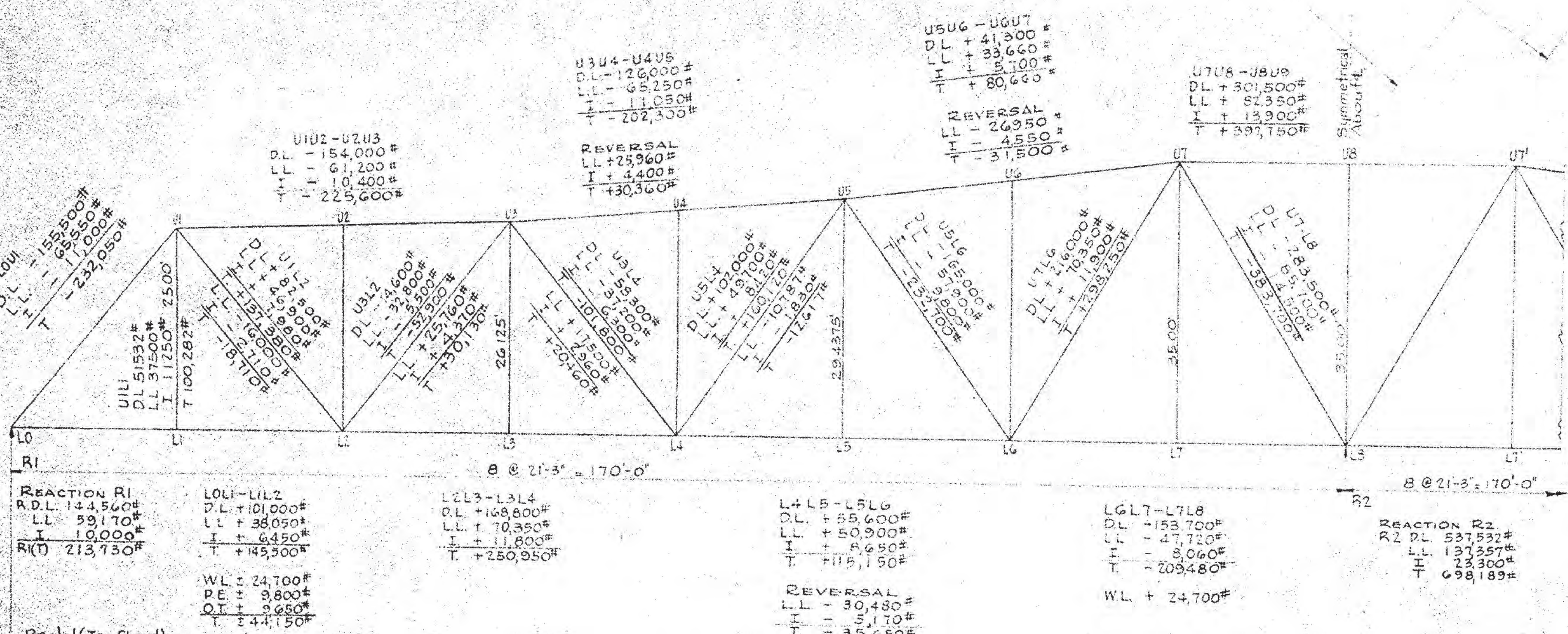


REACTION DIAGRAM FOR R2
Areas And Lengths Of Members Taken Into Consideration



2 @ 170'-0" = 340'-0" CONTINUOUS TRUSS SPAN

MEMBER	DESIGN STRESS	LENGTH INCHES	I	ALLOWABLE STRESS %	NET AREA REQUIRED SQ. IN.	SECTION ADOPTED	AREA GROSS SQ. IN.	AREA NET SQ. IN.
L0U1	-232050	393.7320	4.64	13,250	17.52	2-12" @ 25" 1 Cov. R 20" x 8"	22.14	
U1U2-U1U3	-225600	255.3576	4.71	14,265	15.81	2-12" @ 20.7" 1 Cov. R 20" x 8"	19.56	
U3U4-U4U5	-202300	255.7728	4.71	14,263	14.18	2-12" @ 20.7" 1 Cov. R 20" x 8"	19.56	
U5U6-U6U7	+81,955	257.1744	4.71	18,000	4.50	2-12" @ 20.7" 1 Cov. R 20" x 8"	19.56	17.15
U7U8	+397,750	255.0		18,000	22.10	2-12" @ 30" 2 R 20" x 8"	31.83	26.02
L0L1-L1L2	+189,650	255.0		18,000(4)	8.43	2-12" @ 20.7"	12.06	10.31
L2L3-L3L4	+250,950	255.0		18,000	13.94	2-12" @ 20.7" 2 R 20" x 8"	18.81	16.41
L4L5-L5L6	+150,800	255.0		18,000(4)	6.70	2-12" @ 20.7"	12.06	10.31
L6L7-L7L8	-209,480	255.0	4.28	14,110	14.85	2-12" @ 30"	17.58	
U1L2	+137,380	393.7320		18,000			11.72	10.41
U3L2	-62830	404.1132	3.66	11,950	5.26	2-10" @ 20"		
U3L4	-101,800	404.1132	4.61	13,080	7.78	2-12" @ 20.7"	12.06	
U5L4	+160,120	435.6720	4.61	18,000	8.90	2-12" @ 20.7"	12.06	10.31
U5L6	-232,700	435.6720	5.62	13,500	17.25	2-15" @ 33.9"	19.80	
U7L6	+298,250	491.3496		18,000	16.58	2-15" @ 40"	23.40	19.47
U7L8	-383,700	491.3496	6.29	13,475	28.40	2-18" @ 58"	33.96	
U1L1	100,282		5.13	18,000	5.58	12" WF @ 40"	11.77	10.02

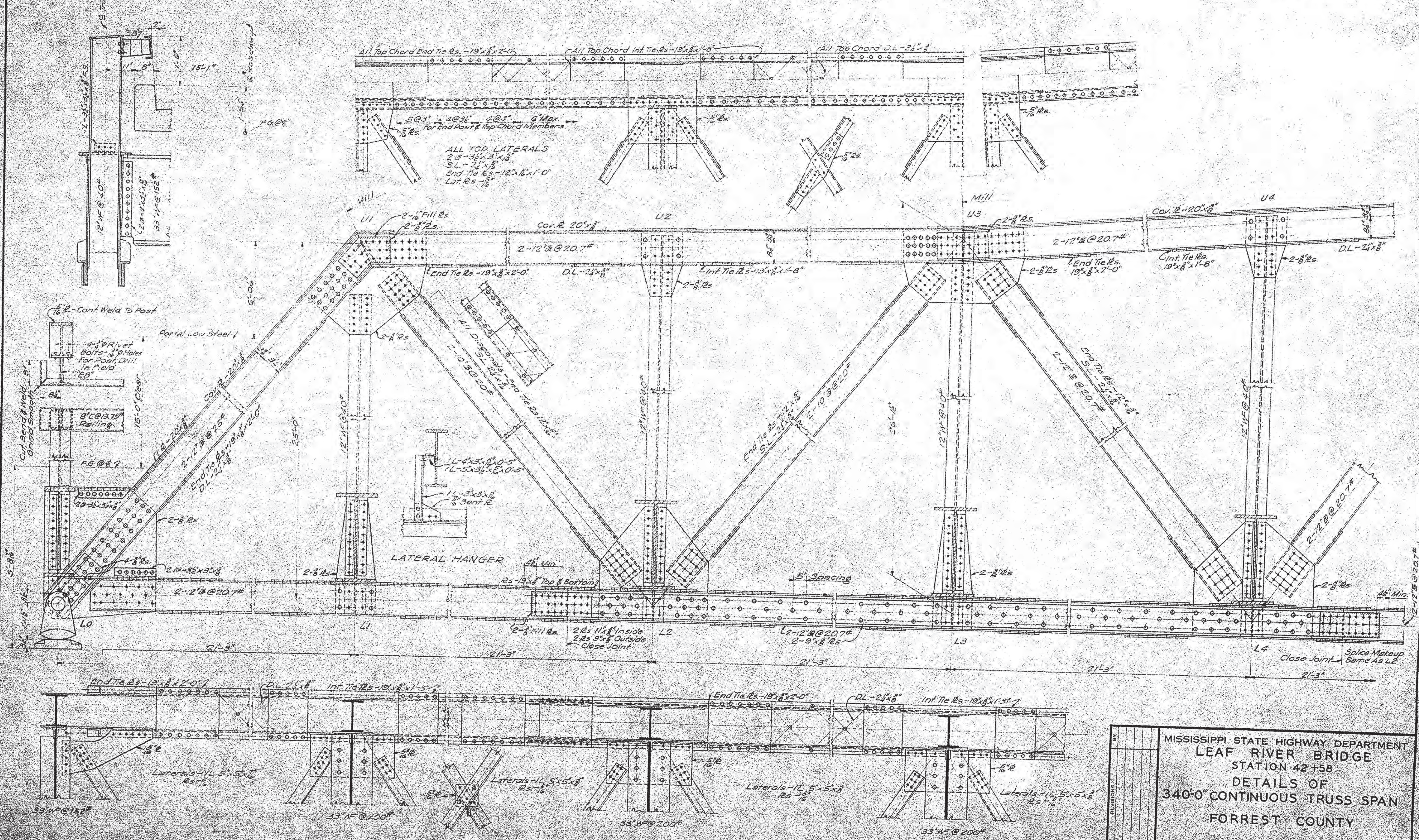


DESIGN DATA
Specifications:
Standard Loading: A.A.S.H.O. H15-S12
Concrete:
Compressive Stress Due To Bending - 1,000 #/sq.
Tension In Reinforcing Steel - 20,000 #/sq.
Structural Steel - Allowable Stress - #/sq.
Tension Due To Bending & Direct Stress - 18,000 #/sq.
Compression On Flanges Of Beams - 18,000 #/sq.
Axial Compression, Gross Section - 15,000 #/sq.

MISSISSIPPI STATE HIGHWAY DEPARTMENT LEAF RIVER BRIDGE STATION 42+58 STRESS SHEET FOR 340'-0" CONTINUOUS TRUSS SPAN FORREST COUNTY			
SUBMITTED BY		BRIDGE ENGINEER	
DATE	DETAILED	CHECKED	ISSUED
SHEET NUMBER			

BRACKET 'EB' - 4'0" x 3'0" x 1/2" - 1/4" - 1/2"
 Cont Weld 15'0" L. Seam Weld Edges & Fillet Weld Sides (1/4" Min)
 Weld Brackets 'EB' To R.L. Railing (1/4" Cont Fillet Weld)

REV.	DATE	BY	CHKD.	APP'D.	REMARKS
1	10/15/58	WSS			



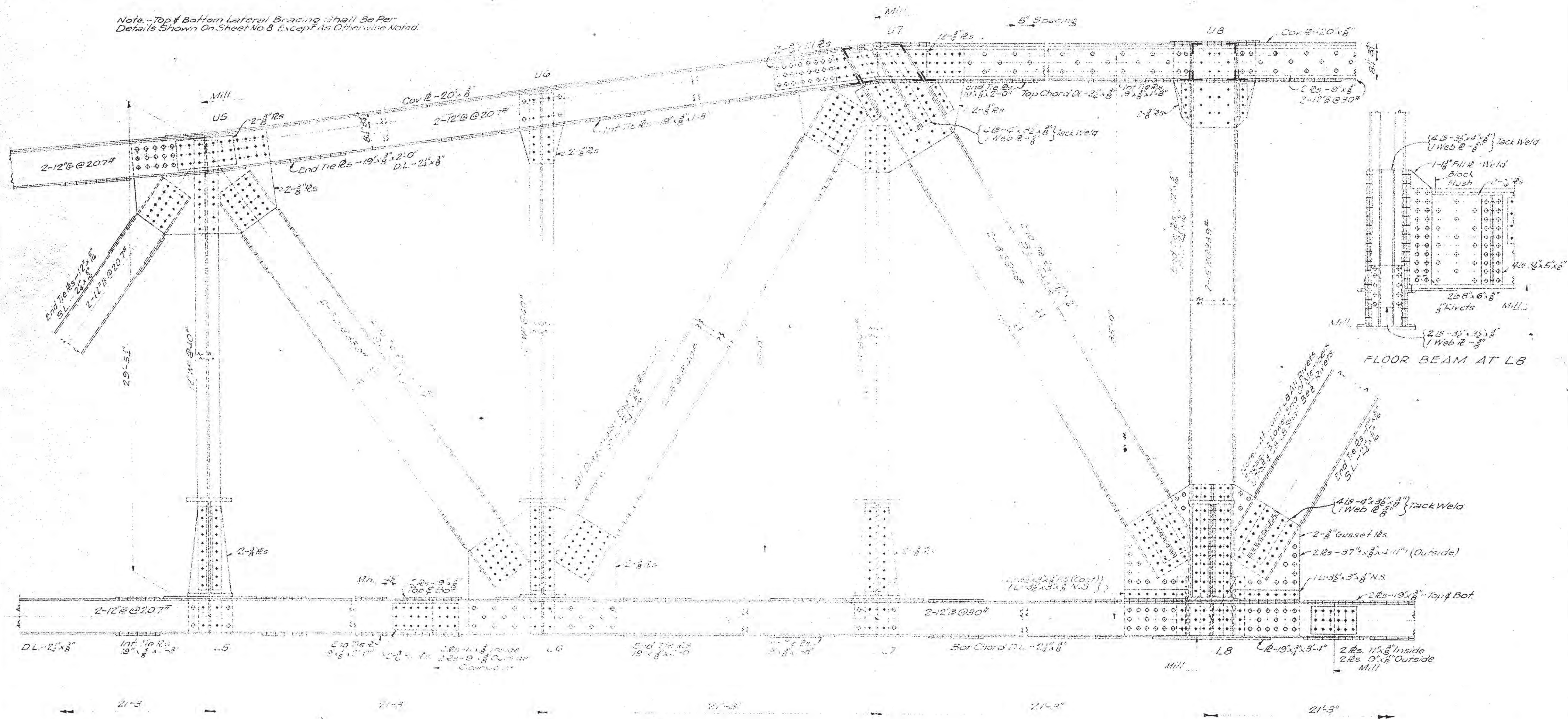
MISSISSIPPI STATE HIGHWAY DEPARTMENT
 LEAF RIVER BRIDGE
 STATION 42+58
 DETAILS OF
 340'0" CONTINUOUS TRUSS SPAN
 FORREST COUNTY

SUBMITTED BY: _____
 BRIDGE ENGINEER

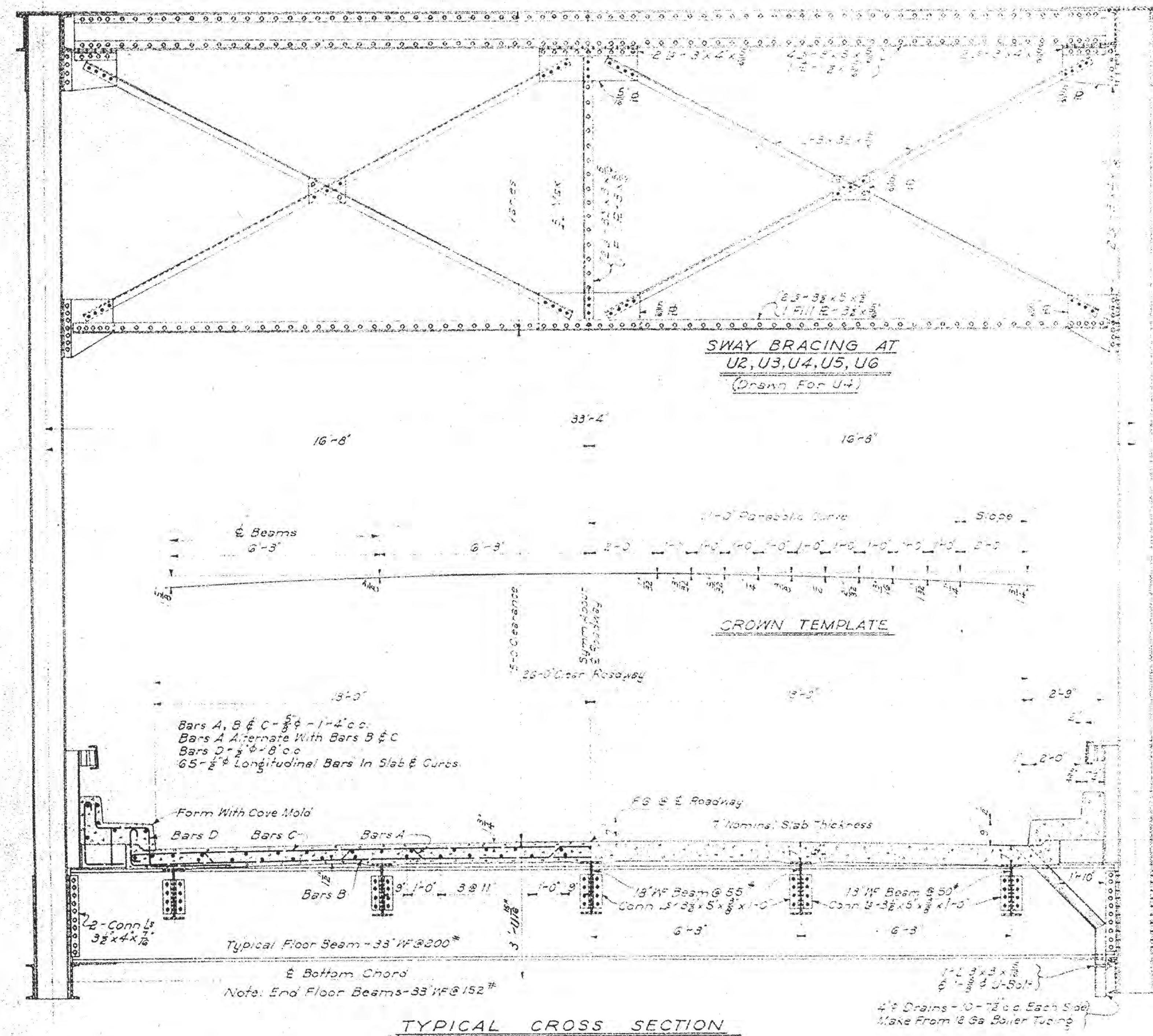
DETAILED: 10/15/58 CHECKED: _____

Note: Top & Bottom Lateral Bracing shall Be Per Details Shown On Sheet No 8 Except As Otherwise Noted.

Truss
Symm Except As Shown.



MISSISSIPPI STATE HIGHWAY DEPARTMENT			
LEAF RIVER BRIDGE			
STATION 42 +58			
DETAILS OF			
340'-0" CONTINUOUS TRUSS SPAN			
FORREST COUNTY			
SUBMITTED BY		BRIDGE ENGINEER	
DATE	DETAILED	CHECKED	ISSUED
1-31-49	J.D.C.		1-31-49
SHEET NUMBER		OF 11	



MATERIAL FOR

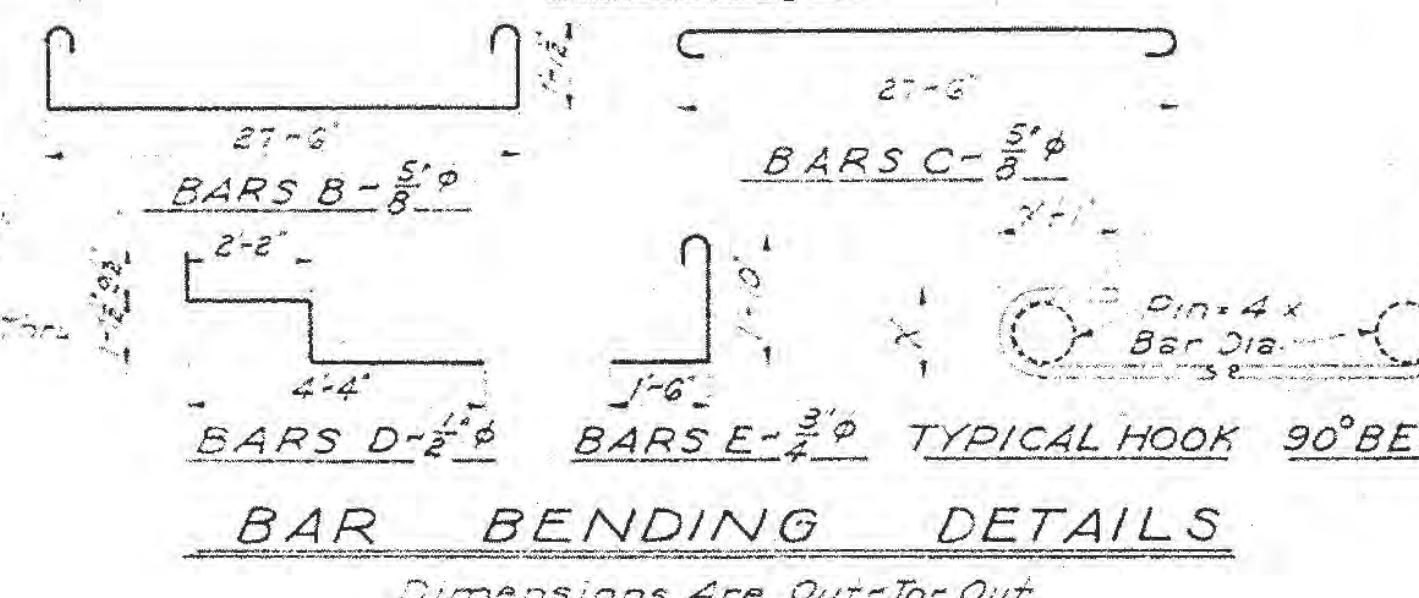
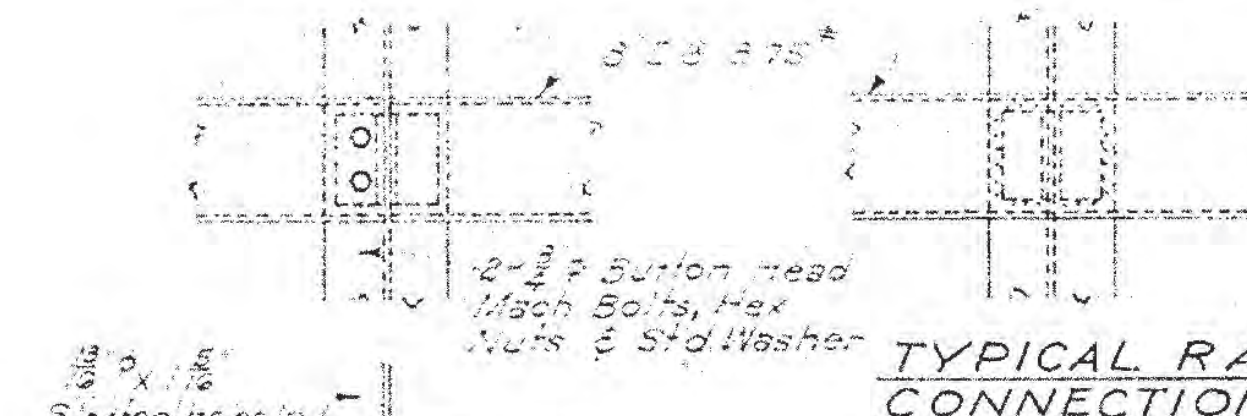
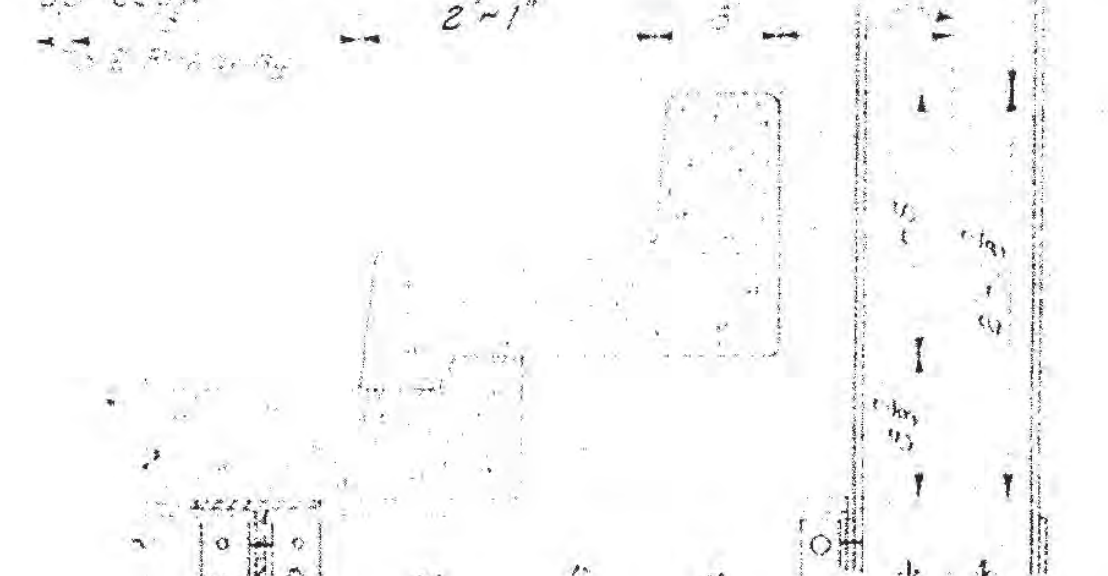
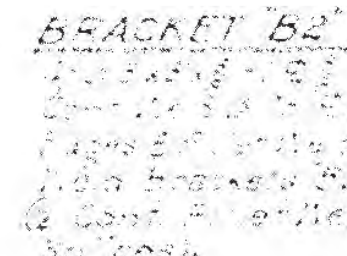
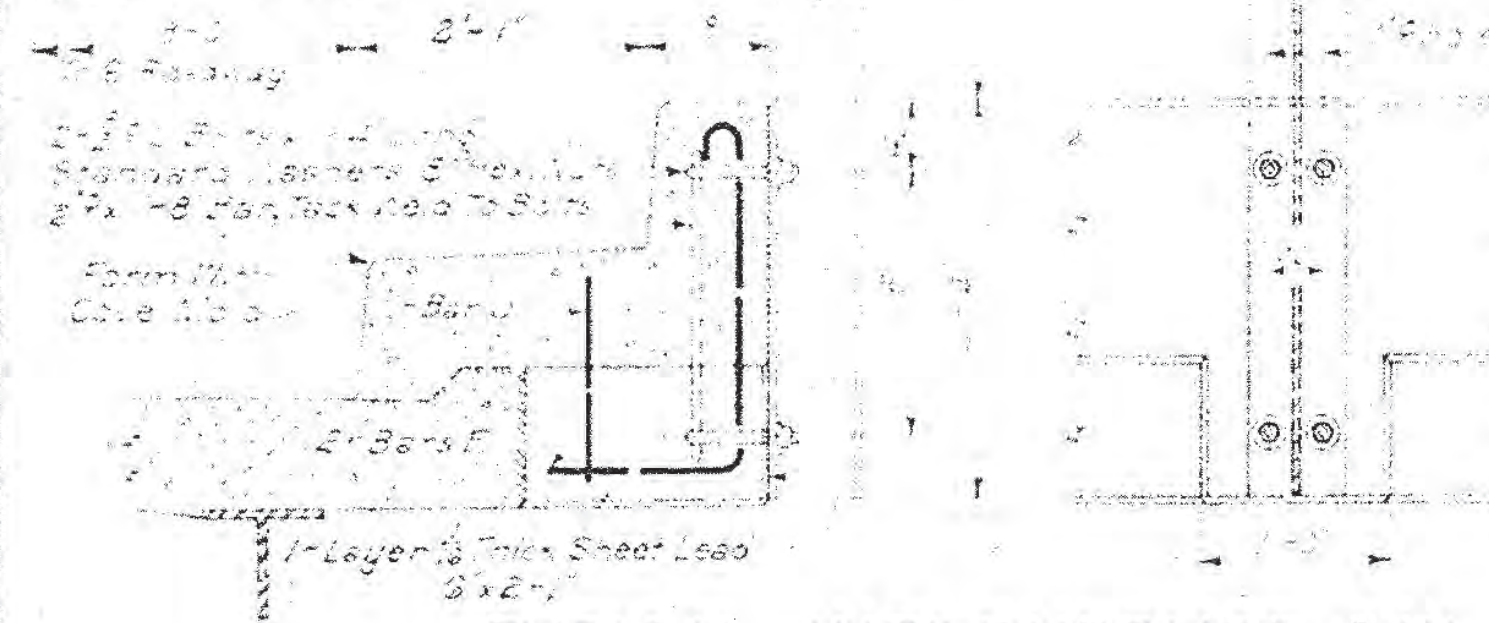
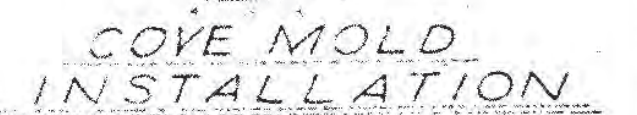
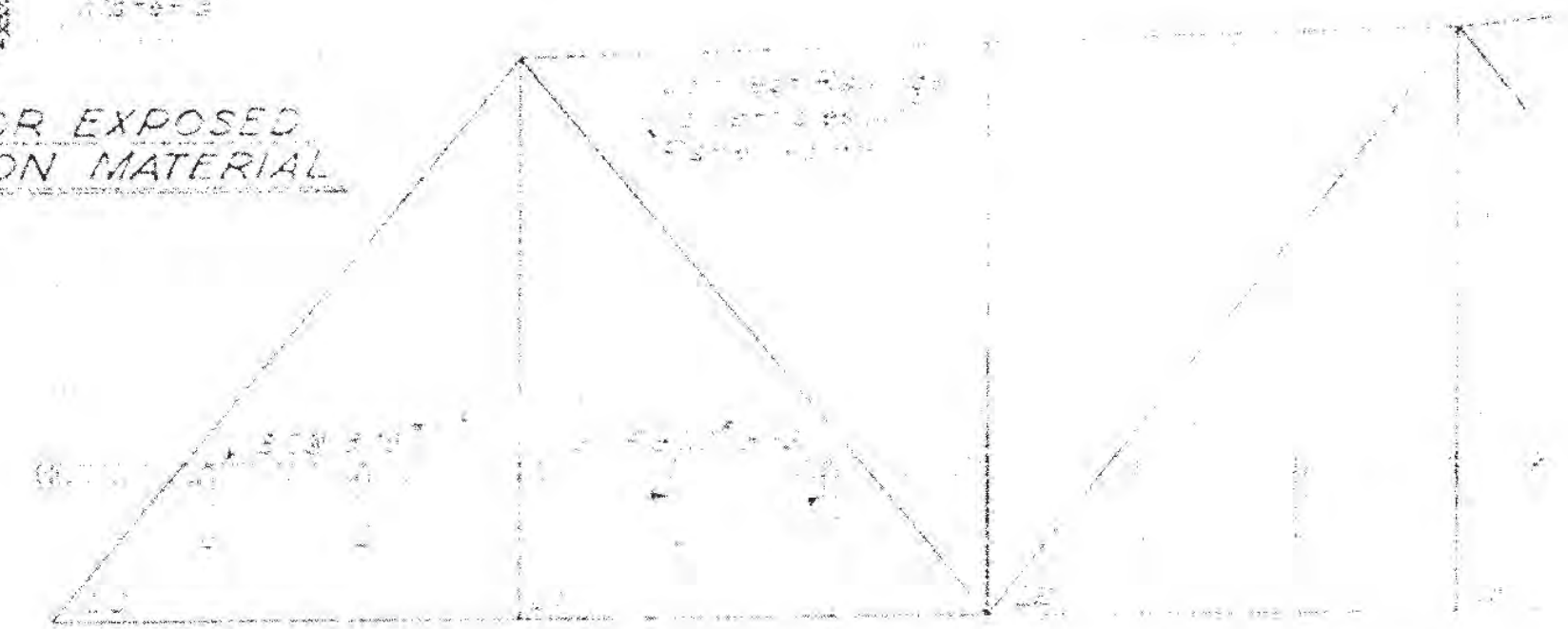
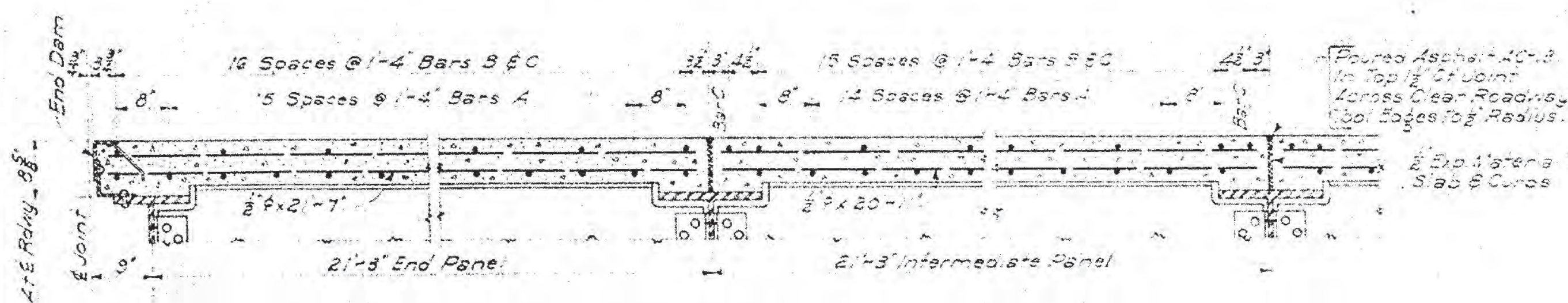
END DAM

1- $\frac{1}{2}$ " ϕ x 4' $\times \frac{3}{8}$ " x 26'-0" Top
Bent To Crown.

1- $\frac{1}{2}$ " ϕ x 6' $\times \frac{3}{8}$ " x 26'-0" Bottom.
1- $\frac{1}{2}$ " x 2' x 0'-6" Bars - 2'-6" o.c.

$\frac{1}{2}$ " Weld 3 Sides To Top L.
Conn. Bort. G Top With $\frac{3}{8}$ " C.I.Sk.
Rivets G c.c.

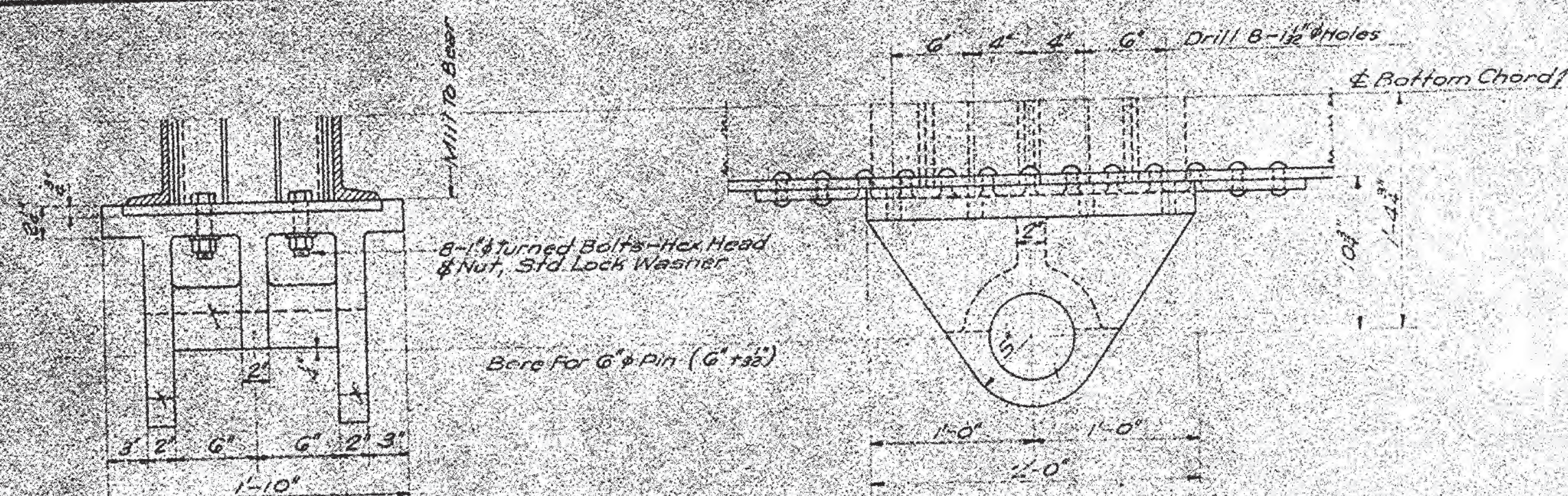
Conn. Bort. L & Flr Brm.
With $\frac{3}{8}$ " Rivets G c.c.



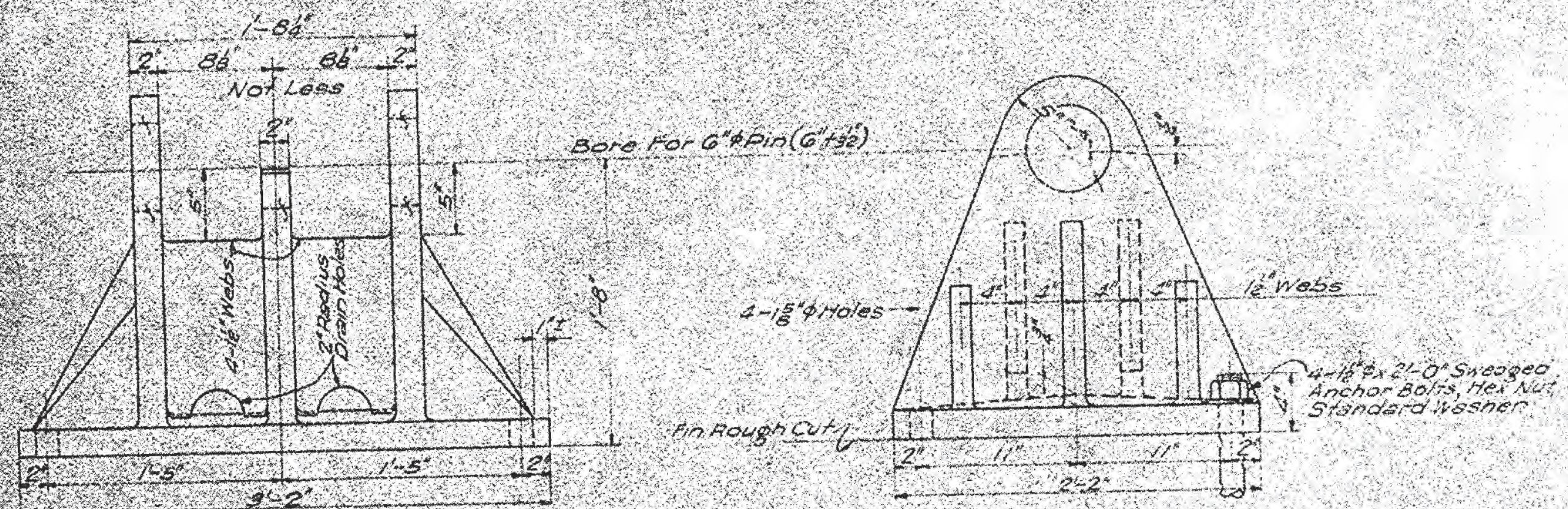
GENERAL NOTES:

Concrete In Sills And Cures Shall Be Class B,
Exposed Concrete Edges Shall Be Chamfered & Except
Where Otherwise Noted
Exposed Concrete Surfaces Shall Be Given A Uniform
Rubbed Finish.
Placing Dimensions For Reinforcing Steel Are To Centers
Of Bars.
All Structural Steel Shall Be Given One Shop Coat Of
Red Lead Paint Per Code R-L.
After Erection, All Structural Steel Shall Be Given Three
Field Coats Of Paint As Follows: First Coat Red
Lead Per Code R-L; Second And Third Coats
Aluminum Per Code
Inaccessible Parts Shall Be Field Painted Prior To Erection.
Shop Connections Shall Be 3 Rivets Unless Otherwise Noted.
Field Connections Shall Be 3 Rivets Unless Otherwise Noted.
Trusses Shall Be Assembled In Shop And Marked
And All Field Connections Shall Be Reamed While
Assembled.
Trusses Shall Be Fabricated With Sufficient Camber
To Provide A Level Grade Under Full Dead Load
Conditions.
After Steel Superstructure Is Erected, And Before Floor Slab
Has Been Placed, Reaction At Pier II Shall Be
Adjusted To 94 Tons And Castings Set Accordingly.

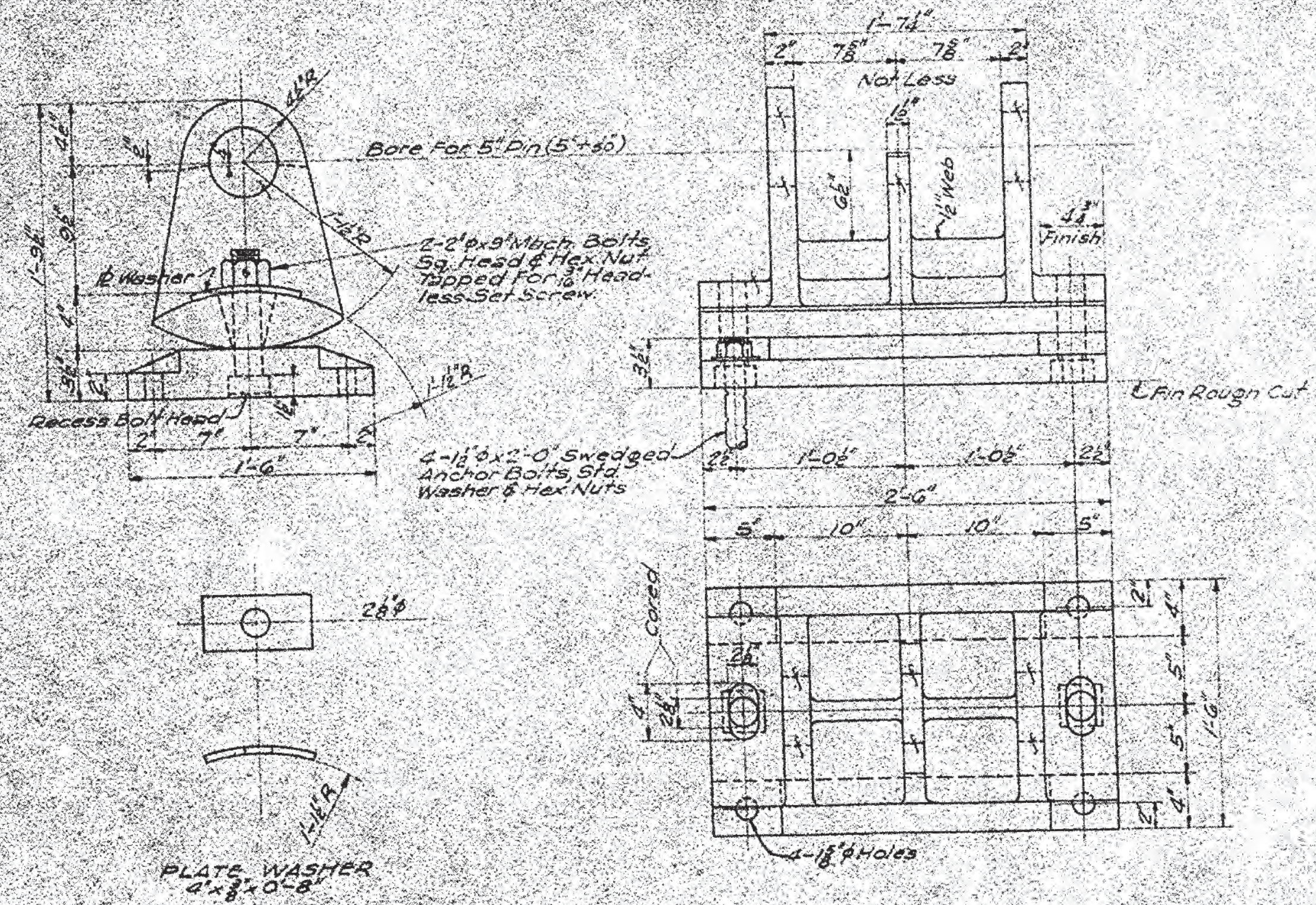
BY _____ DATE _____	REVISIONS 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____ 7. _____ 8. _____ 9. _____ 10. _____ 11. _____ 12. _____ 13. _____ 14. _____ 15. _____ 16. _____ 17. _____ 18. _____ 19. _____ 20. _____ 21. _____ 22. _____ 23. _____ 24. _____ 25. _____ 26. _____ 27. _____ 28. _____ 29. _____ 30. _____ 31. _____ 32. _____ 33. _____ 34. _____ 35. _____ 36. _____ 37. _____ 38. _____ 39. _____ 40. _____ 41. _____ 42. _____ 43. _____ 44. _____ 45. _____ 46. _____ 47. _____ 48. _____ 49. _____ 50. _____ 51. _____ 52. _____ 53. _____ 54. _____ 55. _____ 56. _____ 57. _____ 58. _____ 59. _____ 60. _____ 61. _____ 62. _____ 63. _____ 64. _____ 65. _____ 66. _____ 67. _____ 68. _____ 69. _____ 70. _____ 71. _____ 72. _____ 73. _____ 74. _____ 75. _____ 76. _____ 77. _____ 78. _____ 79. _____ 80. _____ 81. _____ 82. _____ 83. _____ 84. _____ 85. _____ 86. _____ 87. _____ 88. _____ 89. _____ 90. _____ 91. _____ 92. _____ 93. _____ 94. _____ 95. _____ 96. _____ 97. _____ 98. _____ 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DETAILS FORREST COUNTY SUBMITTED BY _____ BRIDGE ENGINEER			DATE _____	DATE _____	DATE _____	SHEET NUMBER 10 OF 11
		DATE _____	DATE _____	DATE _____	DATE _____	DATE _____	DATE _____	DATE _____



CAST STEEL UPPER SHOE AT L8

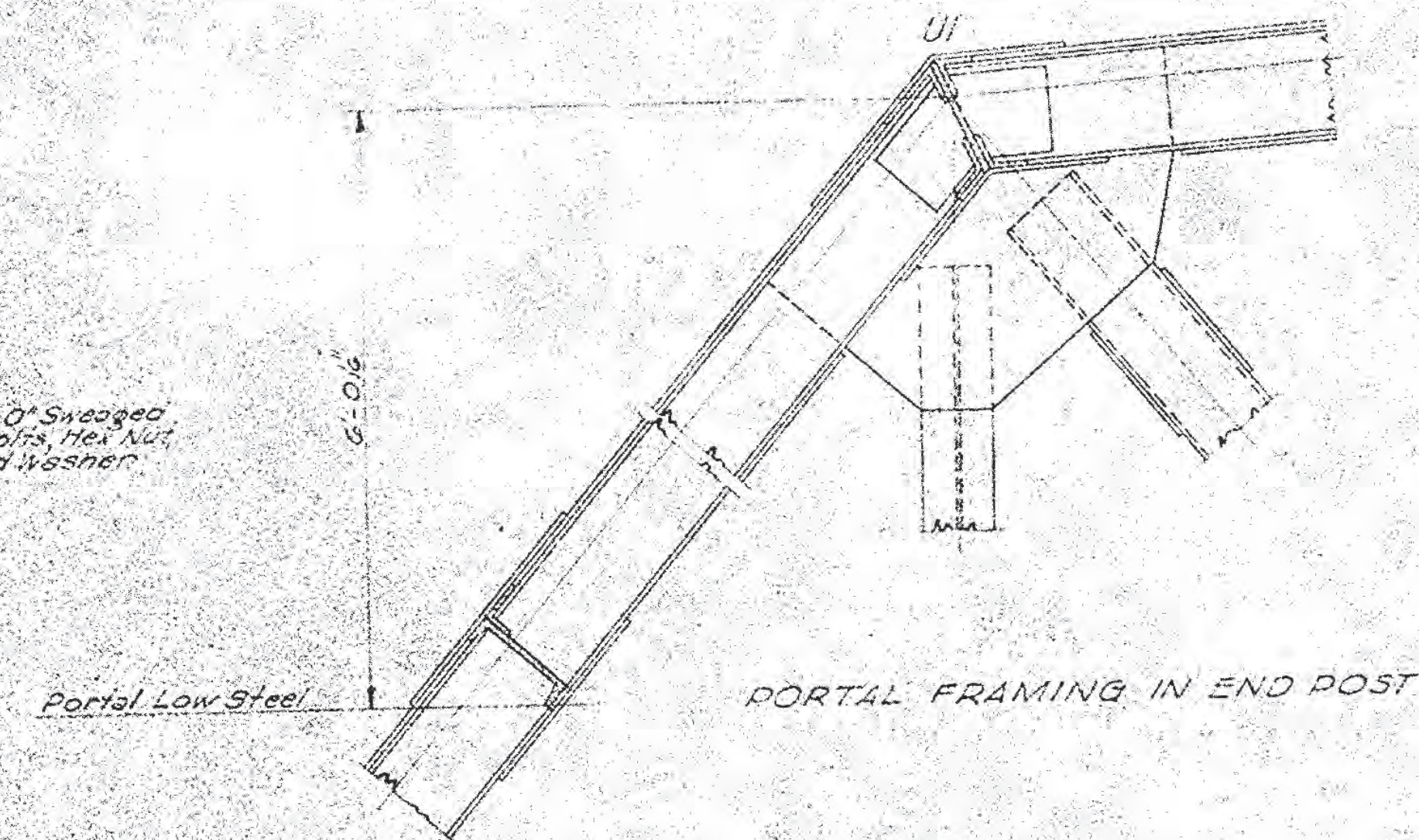


CAST STEEL LOWER SHOE AT L8

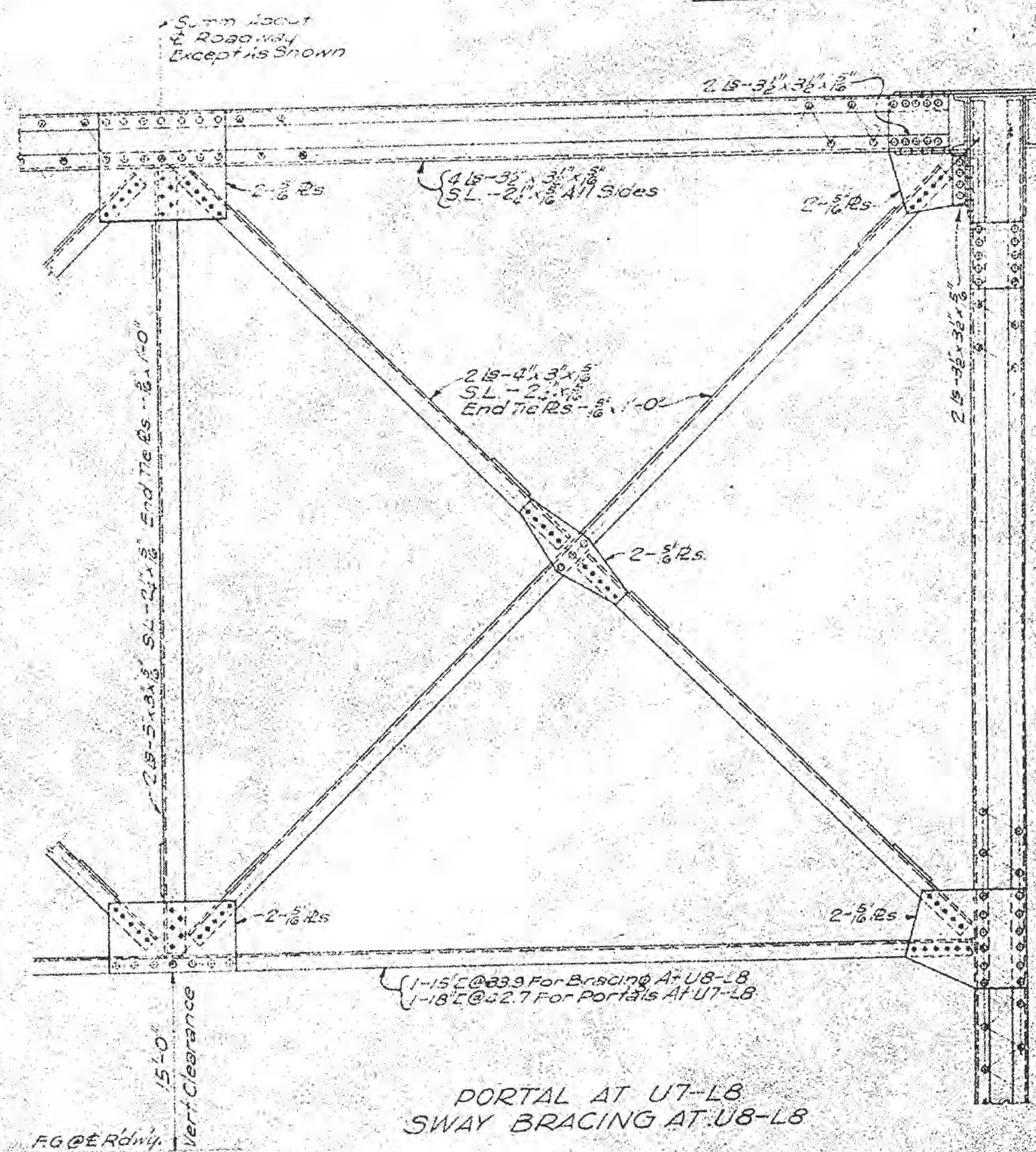


CAST STEEL ROCKER AT L0

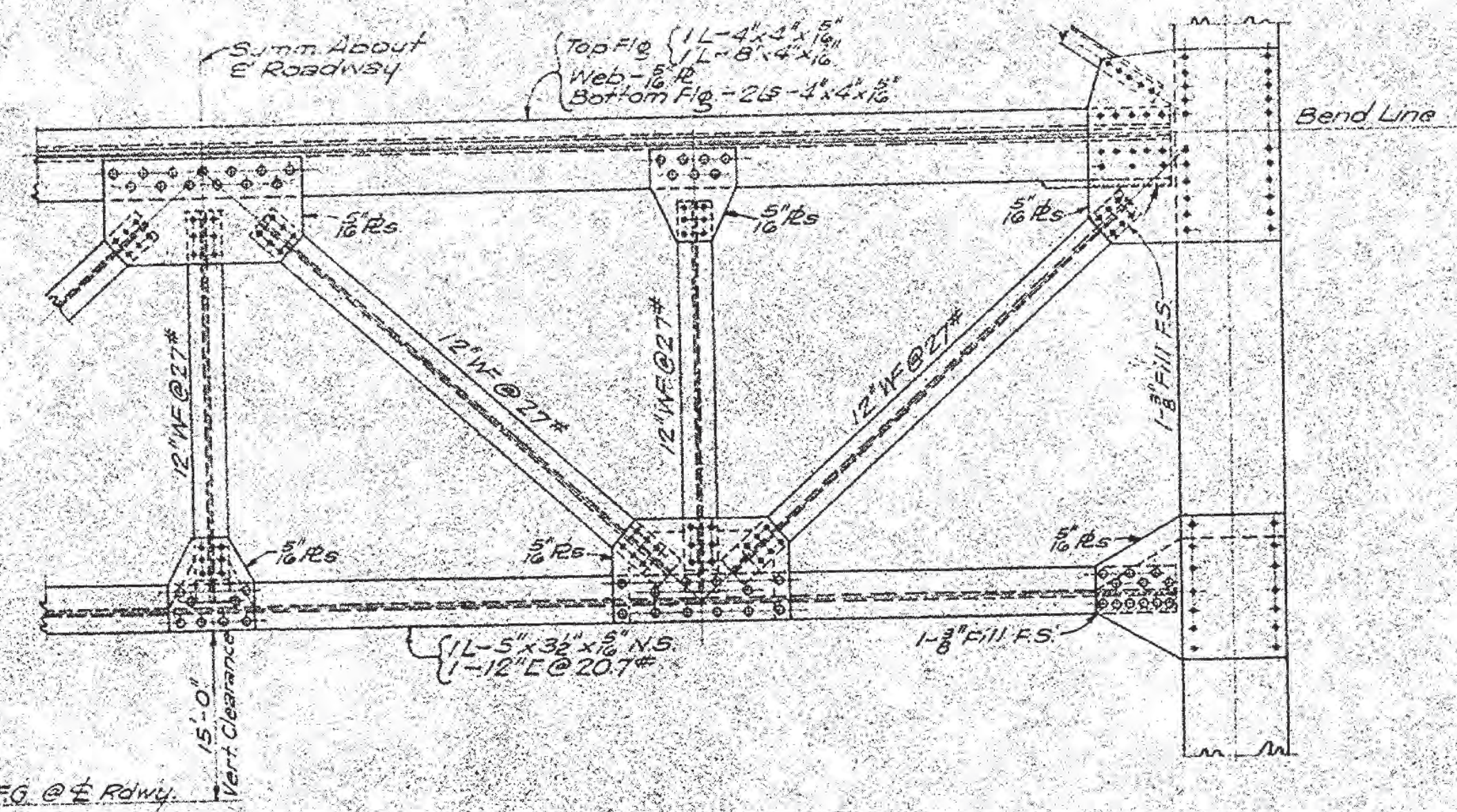
CAST STEEL NOTES:
All Bearing Plates & Fixed Shoes Shall Be Set On Sheet
All Bearing Plates & Fixed Shoes Shall Be Set On Sheet
Lead Per Section 201.3 Of The Specifications.
Surfaces Marked "F" Shall Be Finished In The Direction
Of Movement And Shall Be Coated With One Coat Of The
Following Mixture: 4 Lbs Pure Turpentine, 2 Lbs Pure White
Lead, & 1/2 Qt. Pure Linseed Oil.
Vertical Legs Of Castings Shall Be Straight And Square
With Base.



PORTAL FRAMING IN END POST



PORTAL AT U7-L8
SWAY BRACING AT U8-L8



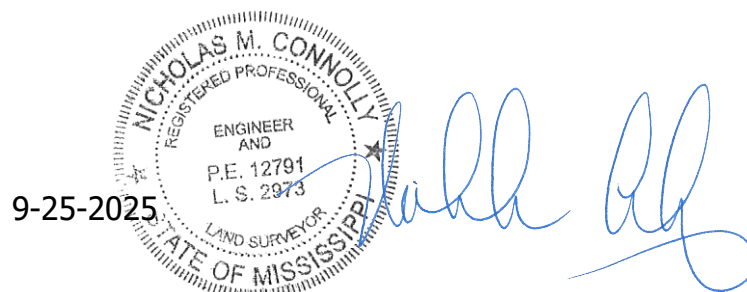
PORTAL AT L0-U1

NOTE See Sheet No. 9 For Details Of
Framing Of Portal At U7-L8 & Sway
Bracing At U8-L8 With Main Truss Members

MISSISSIPPI STATE HIGHWAY DEPARTMENT			
LEAF RIVER BRIDGE			
STATION 42+58			
DETAILS OF			
340'-0" CONTINUOUS TRUSS SPAN			
FORREST COUNTY			
SUBMITTED BY		BRIDGE ENGINEER	
DATE	DETAILED	CHECKED	ISSUED
11-21-41	U.D.C.	DATE	11-21-41
SHEET NUMBER		17 OF 21	

SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
RIVER AVENUE PEDESTRIAN BRIDGE REHABILITATION
FOR THE
CITY OF HATTIESBURG

SEPTEMBER 2025



PREPARED BY:

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

9-25-2025

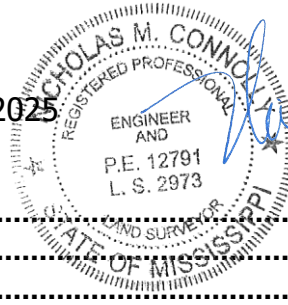


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ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until **10:00AM** on **April 9, 2026** in the City Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, and then at said location opened and read aloud for furnishing the City's requirements for the following:

RIVER AVENUE PEDESTRIAN BRIDGE REHABILITATION HATTIESBURG, MISSISSIPPI

Official bid documents can be downloaded from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

BID: RIVER AVENUE PEDESTRIAN BRIDGE REHABILITATION HATTIESBURG, MISSISSIPPI

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the BOARD on the 3rd day of March, 2026.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401

Publish on March 5, 2026 and March 12, 2026

INFORMATION FOR BIDDERS

BIDS will be received by City of Hattiesburg , Mississippi herein called the "OWNER", at City Hall until 10:00 AM on April 9 , 2026, and then at said office publicly opened and read aloud.

Each BID must be submitted in sealed envelope, addressed to the City Clerk of said City. Each sealed envelope containing a BID must be plainly marked on the outside as BID for **RIVER AVENUE PEDESTRIAN BRIDGE REHABILITATION, Hattiesburg, Mississippi** and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable. If forwarded by mail, the sealed BID shall be included in a delivery package addressed to the Owner at 200 Forrest Street, Hattiesburg, MS 39401.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned, and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive, responsible BIDDERS upon request of the BIDDER. When the Agreement is executed the BONDS of

the two remaining unsuccessful BIDDERS will be returned upon request of the BIDDER. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned upon request of the BIDDER. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dates copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER, within thirty (30) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within thirty (30) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the thirty (30) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

The contract time stipulated will be strictly enforced, if the CONTRACTOR fails to complete the work within the time stipulated, a deduction will be made of \$1,000 a day from the money due the CONTRACTOR not as a penalty but as liquidated damages. The

CONTRACTOR and the CONTRACTOR'S sureties shall be liable for all liquidated damages in excess of money due the CONTRACTOR.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest and best responsive and responsible BIDDER.

All applicable Laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

FURTHER, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause.

The BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The ENGINEER is SHOWS, DEARMAN & WAITS, INC. The address of the ENGINEER is 301 2nd Avenue, HATTIESBURG, MISSISSIPPI.

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Notice to Proceed, and to complete the work within 120 calendar days thereafter.

It is understood that the quantities of work listed for unit prices bid are approximate and are intended to merely indicate the general scope of the various items entering into the complete work and for comparison of bids. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final.

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Bidding Firm

Authorized by

Address

PROPOSAL

- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Proposal Paragraph B:

Lump Sum Bid Price for Base Bid: Cleaning and repairs to bridge as shown in plans	\$
Add Alternate A: Painting of parts of the overhead metal truss as shown in plans	\$
Add Alternate B: Painting of all of the overhead metal truss above the bottom chord	\$
Add Alternate C: Cleaning and painting of all metal parts of the bridge including all of the overhead metal truss, all steel beams, steel risers, steel piling, etc.	\$

B. Unit Price Bids

- a. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Spot cleaning and painting of metal surfaces	Sq. Ft.	1,000		\$
2	Removal of Existing Structural Member	Lb.	200		\$
3	Structural Steel	Lb.	200		\$
4	Miscellaneous Bridge Appurtenances	Lb.	50		\$
Total of All Unit Price Bid Items					\$

- b. Bidder acknowledges that:

- i. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- ii. Estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price

Work will be based on actual quantities, determined as provided in the Contract Documents.

C. Total Bid Price (Lump Sum and Unit Prices)

Total Bid Price (Total of all Lump Sum and Unit Price Bids)	\$
---	----

Bid Respectfully Submitted

Name of Firm or Bidder

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned,
_____, Principal, and
_____ as Surety, are hereby held and firmly bound unto the City of
Hattiesburg as Owner in the penal sum of 5% (Five Percent) for payment of which, well
and truly to be made, we hereby jointly and severally bind ourselves, successors and
assigns.

Signed, this _____ day of _____, 20_____.

The Condition of the above obligation is such that whereas the Principal has submitted to
a certain BID, attached hereto and hereby made a part hereof to enter into a contract in
writing, for the following project:

RIVER AVENUE PEDESTRIAN BRIDGE REHABILITATION HATTIESBURG, MISSISSIPPI

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in
the Form of Contract attached hereto (properly completed in accordance with said BID)
and shall furnish a BOND for his faithful performance of said contract, and for the payment
of all persons performing labor or furnishing materials in connection therewith, and shall
in all other respects perform the agreement created by the acceptance of said BID, then
this obligation shall be void, otherwise the same shall remain in force and effect; it being
expressly understood and agreed that the liability of the Surety for any and all claims
hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said
Surety and its BOND shall be in no way impaired or affected by any extension of the time
within which the OWNER may accept such BID; and said Surety does hereby waive notice
of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

PRINCIPAL

SURETY

BY: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasure Department's most current line (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ___ day of _____, 20___ by and between hereinafter called the CONTRACTOR, _____ the **City of Hattiesburg** hereinafter called the OWNER, Witnesseth that the CONTRACTOR and the OWNER, for the consideration hereafter named and agrees as follows.

ARTICLE 1: SCOPE OF WORK

The CONTRACTOR agrees to furnish all tools, labor, equipment, materials, and supplies required to be furnished, and perform all work required under and in accordance with the plans entitled:

RIVER AVENUE PEDESTRIAN BRIDGE REHABILITATION HATTIESBURG, MISSISSIPPI

which are on file at the office of the OWNER, and the Specifications, Proposals, General and Special Conditions, attached hereto and made a part hereof as fully as though copied herein, under the direct supervision and to the entire satisfaction of the OWNER and in accordance with the Laws of the State of Mississippi.

ARTICLE 2: THE CONTRACT SUM

It is further agreed and understood by and between the parties hereunto that the OWNER agrees to pay and the CONTRACTOR agrees to accept full and final compensation for all work done under this agreement, the lump sum amount adjusted for variation 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 hereinafter set forth.

ARTICLE 3: TIME OF COMPLETION

The CONTRACTOR agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. If the CONTRACTOR fails to complete the work in the time specified, he shall pay the OWNER as **liquidated damages**, ascertained and agreed, and not in the nature of a penalty, the sum of **\$1,000.00** for each day delayed, which shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidation damages may be granted as provided for in the Specifications.

ARTICLE 4: PROGRESS PAYMENTS

The OWNER agrees to make progress payments during the construction as provided herein as follows:

The CONTRACTOR will on or before the tenth (10th) day of each month make an estimate of the value of the work done, based on contract prices, and submit to the ENGINEER, along with an affidavit by the CONTRACTOR that progress payments theretofore received from OWNER have discharged in full all the CONTRACTOR's obligations stated in prior progress payments. ENGINEER will recommend partial payment to the OWNER within a reasonable time of receipt of CONTRACTOR's estimate based on the ENGINEER's estimated quantities.

The OWNER agrees to pay the CONTRACTOR one hundred percent (100%) of the value of the work done each month, less retainage in accordance with MS Code of 1972 Section 31-5-33 until final acceptance of the work has been made. If defective and/or materials are discovered or reasonable doubt arises to the integrity of any part of the work for which partial payment has been allowed, a deduction from subsequent estimates in the amount equal to the work in question will be made until the defects have been remedied or the cause for doubt removed.

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final acceptance and inspection, the ENGINEER shall promptly make such inspection, and when he finds the work acceptable under the contract, and the contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof. Then, the entire balance shall be due the CONTRACTOR within forty-five (45) days the date of said final acceptance and receipt of the closeout documents required per the Supplement to General Conditions and recommendation of the same to the OWNER.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the ENGINEER that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work or materials appearing within one (1) year after payment, or claims previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER, so certifies, the OWNER shall, upon certificate of the ENGINEER and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6: THE PERFORMANCE BOND

The CONTRACTOR agrees to furnish a bond, with an approved surety thereon guaranteeing the performance of this contract, in no less than one hundred percent (100%) of the amount of the Contract. Said Bond shall be conditioned on full and complete performance of the Contract, and for the payment of all labor and materials for a period of one (1) year after completion. The Surety on said Bond shall be a surety company of financial resources satisfactory to the OWNER and authorized to do business in the State of Mississippi.

ARTICLE 7 INSURANCE

The CONTRACTOR agrees to also carry public liability insurance, property damage insurance, and workman's compensation insurance in amounts as required by the specifications.

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the project specified herein.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the "Contract Documents" and complete the project on or before the completion date unless the period for completion is extended otherwise by the "Contract Documents."
4. The CONTRACTOR agrees to perform all of the work described in the "Contract Documents" and comply with the terms therein for the sum as shown in the bid schedule.
5. The term "Contract Documents" means and includes the following:

Advertisement for Bids	Notice of Award
Instructions to Bidders	Notice to Proceed
Bid	Change Order
Bid Bond	General Conditions
Contract Agreement	Supplemental General Conditions
Payment Bond	Technical Specifications
Performance Bond	Drawings
Addenda	

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the "General Conditions" such amounts as required by the "Contract Documents."

7. This "Contract Agreement" shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

OWNERS:

SEAL

City of Hattiesburg

Authorized by:

DATE

(Printed Name & Title)

ATTEST _____

CONTRACTOR:

SEAL

DATE

ATTEST _____

IMPORTANT NOTE: Surety companies executing bonds must appear on the US Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE, the Undersigned _____
_____ (hereinafter called the Principal), a
corporation, partnership or individual duly authorized by law to do business as a
construction contractor in the State of Mississippi, and _____
of _____ (herein called the Surety), a corporation duly
authorized to do surety business under the laws of the State of Mississippi, are held and
firmly bound unto the City of Hattiesburg, MS (hereinafter called the Obligee), a
Municipality existing under the laws of the State of Mississippi, in the penal sum of
_____ Dollars (_____)
lawful money of the United States, for the payment of which well and truly to be made,
the said Principal and the said Surety do hereby bind ourselves, our heirs, executors,
administrators and assigns, jointly and severally, by these presents, as follows:

The Condition of this obligation is such that; whereas Principal by an instrument
in writing attached hereto and bearing date of _____
has agreed with said Obligee to do all work necessary and to furnish labor, materials,
tools, supplies and services to construct **RIVER AVENUE PEDESTRIAN BRIDGE
REHABILITATION, HATTIESBURG, MISSISSIPPI** as shown on Plans and specified
thereby in the Specifications, Proposal and other Contract Documents hereto attached.

NOW THEREFORE, if said Principal shall well and truly in good, sufficient and
workmanlike manner, and to the satisfaction of Obligee perform and complete the work
required, and shall defend, indemnify and save harmless said Obligee against all
damages, claims, demands, expense and charge of every kind (including claims of patent
infringement) arising out of injury or damage to persons or property by reason or arising
from any act, omission or neglect of said Principal, his agent, servants or employees with
relation to said work; and shall pay all cost, charges, rentals and expenses for labor,
material, supplies and equipment and deliver the said improvement to Obligee completed
and ready for occupancy or operation, and free from all liens, encumbrances or claims for
labor, material or otherwise; and shall pay all other expenses lawfully chargeable to
Obligee by reason of any default or neglect of the said Principal in the relation of said
agreement and said work, 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 charge, extension of time, alteration or addition to the terms of the
Contract, or the work to be performed thereunder, or the Specifications accompanying
the same, shall in any way affect its obligation on this bond and does hereby waive notice
of any change, extension of time, alteration or addition to the terms of the Contract, or to
the work, or to the Specifications.

PROVIDED FURTHER, that if Principal, or his, or its subcontractor or subcontractors fail to duly pay for any labor, materials, team hire, sustenance provisions or any other supplies or materials used or consumed by such Principal or his, their or its subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest as provided by law.

IN WITNESS THEREOF: Said Principal and Surety have hereunto set their hands and seals at _____ this _____ day of _____, 20__.

(SEAL)

WITNESSES:

PRINCIPAL

ADDRESS

Name of person executing for Principal

TITLE

SURETY

ADDRESS

WITNESSES:

Name of person executing for Surety

TITLE

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof.

ACCEPTANCE: By the OWNER of the Work as being fully complete in accordance with the Contract Documents.

AGREEMENT: The written agreement between the OWNER and the CONTRACTOR covering the Work to be performed: The Contract Documents are attached to and made a part of the Agreement. Also designated as the Contract.

ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

APPLICATION FOR PAYMENT: The form furnished by the ENGINEER which is to be used by the CONTRACTOR in requesting progress payments and an affidavit of the CONTRACTOR that progress payments theretofore received from the OWNER on account of the WORK have been applied by the CONTRACTOR to discharge in full all of the CONTRACTOR'S obligations stated in prior Applications for Payment.

APPROVAL: Accept as satisfactory.

BID: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER: Any person, firm or corporation submitting a Bid for the Work.

BONDS: Bid, performance and payment bonds and other instruments of security furnished by the CONTRACTOR and his surety in accordance with the Contract Documents and in accordance with the law of the place of the project.

CHANGE ORDER: A written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

CONTRACT DOCUMENTS: The Agreement, Addenda, Instruction's to Bidders, CONTRACTOR'S BID, the Bonds, the Notice of Award, these General Conditions,

the Supplementary conditions, Special Conditions, Technical Conditions, the Specifications, Drawings and Modifications, and Notice to Proceed.

CONTRACT PRICE: The total moneys payable to the CONTRACTOR under the Contract Documents.

CONTRACT TIME: The number of calendar days stated in the Agreement for the completion of the Work.

CONTRACTING OFFICER: The OWNER (Grantee) - The individual who is authorized to sign the contract documents on behalf of the OWNER'S governing body.

CONTRACTOR: The person, firm or corporation with whom the OWNER has executed the Agreement.

DAY: A calendar day of twenty-four hours measured from midnight to the next midnight.

DRAWINGS: The drawings which show the character and scope of the Work to be performed, and which have been prepared or approved by the ENGINEER and are referred to in the Contract Documents.

ENGINEER: The person, firm or corporation named as such in the Contract Documents.

FIELD ORDER: A written order issued by the ENGINEER which clarifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.

HE, HIS, AND HIM: These are several pronouns that shall represent both male and female genders.

MODIFICATION: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order (c) a written clarification or interpretation issued by the ENGINEER in accordance with paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by the ENGINEER pursuant to paragraph 10.2. A modification may only be issued after execution of the Agreement.

NOTICE OF AWARD: The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

NOTICE TO PROCEED: A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

OWNER: A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

PROJECT: The entire construction to be performed as provided in the Contract Documents.

CONSTRUCTION OBSERVER, RESIDENT INSPECTOR, CONSTRUCTION INSPECTOR, PROJECT REPRESENTATIVE: An authorized representative of the ENGINEER assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the OWNER as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents.

SAMPLES: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

SPECIFICATIONS: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

SUBCONTRACTOR: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

SUBSTANTIAL COMPLETION: Substantial completion may be granted for all or portions of the work prior to final completion and stopping of contract time. Substantial completion is defined as the date when the construction is sufficiently completed in accordance with the contract documents so that the project or specified part of the project can be utilized for the purpose for which it was intended. The contract provides that the retainer may be reduced for that portion of the work for which substantial completion is granted, but the granting of substantial completion will not stop contract time or liquidated damages.

SUPPLEMENTARY GENERAL CONDITIONS: Federal and State conditions in effect at time of submission of Bid in addition to those Supplementary General Conditions attached hereto.

SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

SPECIAL CONDITIONS: When included as a part of the Contract Documents, Special Conditions refer only to the Work under this Contract.

SURETY: The corporate body which is bound with the CONTRACTOR, and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.

WORK: Any and all obligations, duties and responsibilities necessary for the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

WRITTEN NOTICE: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the OWNER under this Contract shall be delivered to the OWNER through the ENGINEER.

ARTICLE 2 - PRELIMINARY MATTERS:

AWARD:

2.1 The award of the Contract, if it is awarded, will be to the lowest and best responsible, responsive Bidder. No Notice of Award will be given until the OWNER has concluded such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the BID of any Bidder who does not pass such investigation to the OWNER'S satisfaction. In analyzing Bids, the OWNER may take into consideration alternates and unit prices, if requested by the Bid Form. If the Contract is awarded, the OWNER will issue the

NOTICE of AWARD and give the successful Bidder a contract for execution within sixty (60) days after the opening of Bids.

EXECUTION OF AGREEMENT:

2.2 At least three counterparts of the Agreement and such other Contract Documents will be executed and delivered by CONTRACTOR to the ENGINEER within 10 days of receipt from the OWNER.

FORFEITURE OF BID SECURITY:

2.3 Failure of the successful Bidder to execute and deliver the Agreement and deliver the required Bonds as stipulated in paragraph 2.3 shall be just cause for the OWNER to annul the Notice of Award and declare the Bid and any security therefore forfeited.

The quantities appearing in the bid schedule are approximate and have been prepared for comparison of bids. The OWNER does not guarantee or assume any responsibility that quantities shown on the plans will not vary during actual construction of the contract. The CONTRACTOR further acknowledges the possibility of variation of quantities, shall be precluded from claiming in the construction of the project, and the CONTRACTOR shall not claim deception or misunderstanding because of any variation in quantities, location, character of work, or any other condition. Payment will be made only for actual quantities of work performed and accepted.

The OWNER makes no guarantees regarding the character or extent of water levels, soil, rock, utilities, or any other subsurface condition the BIDDER may encounter during work. The OWNER requires BIDDERS to make their own evaluation of subsurface soil conditions and to determine how these conditions may affect methods of construction.

CONTRACTOR'S PRE-BID REPRESENTATIONS:

2.4 CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, Locality, and local conditions and will obey all federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements

of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

COMMENCEMENT OF CONTRACT TIME:

2.5 The Contract Time will commence to run in accordance with the Notice to Proceed.

STARTING THE PROJECT:

2.6 CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of the OWNER.

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications. CONTRACTOR shall pot-hole existing utilities to ascertain exact location throughout the entire project. CONTRACTOR shall notify the ENGINEER of any such locations of utilities which will prevent the work from being performed as designed, any work performed in which conflicts with an existing utility shall be remedied by the CONTRACTOR at his sole expense.

SCHEDULE OF COMPLETION:

2.8 Within ten (10) days after delivery of the Notice to Proceed by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions. (See paragraphs 6.22 through 6.26.) The ENGINEER shall review and return this schedule or require revisions thereto within 14 days of its submittal. If there is more than one CONTRACTOR involved in a project, the responsibility for coordinating the Work of all CONTRACTORS shall be as provided in the Special Conditions.

2.9 At a time deemed appropriate by the OWNER to but before starting the Work at the site, a preconstruction conference may be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the OWNER

or his representative, ENGINEER, Resident Project Representatives, CONTRACTOR and his Superintendent.

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

2.10 Within ten (10) working days after bid opening, the CONTRACTOR will (if required) submit to the OWNER and the ENGINEER, for acceptance, a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of material or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other person and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty days of receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

ARTICLE 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS:

3.1 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the OWNER and the CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the ENGINEER'S attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Agreement Modifications, Addenda, Special Conditions, and Instruction's to Bidders, General Conditions, Technical Specifications and Drawings. If the requirements of one are more stringent than the other, the more stringent requirements shall apply.

3.3 The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service."

3.4 Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the ENGINEER before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such a manner as to obtain the best workmanship possible for the entire Project, and all components of Work shall be installed or erected in accordance with the best practices of the particular trade.

3.6 Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

3.7 Brand names, where used in the Technical Specifications, are intended to denote the standard of quality required for the particular material or product. The use of a brand name item is to set a standard of quality and is not intended to restrict the Contractor from offering an equal item from other source(s) of supply. The term "equal" or "equivalent" when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is for the same use and capable of performing the same function, in the opinion of the ENGINEER, as the material or product so specified. Proposed equivalent items must be approved by ENGINEER before they are purchased or incorporated in the Work.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS; REFERENCE POINTS:

Availability of Lands

4.1 The OWNER will furnish, as indicated in Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR'S convenience shall be the responsibility of the CONTRACTOR. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 The OWNER will, upon request, furnish to the BIDDERS copies of all available boundary surveys.

Subsurface Conditions:

4.3 The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the grounds, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done on behalf of the OWNER on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Any additional information necessary to ascertain subsurface soil conditions, including test holes and soil borings, not provided by the OWNER, shall be undertaken by the BIDDER prior to bidding at his cost. Such exploration shall be adequate to satisfy the BIDDER of the materials expected to be encountered on the project. The OWNER assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the OWNER.

Differing Site Conditions

4.4 (a) 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 in this contract, or (2) unknown physical 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 OWNER shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in (a) above.

(c) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

5.1 The contractor's attention is directed to the Information for Bidders and Supplement to General Conditions.

Contractor's Liability Insurance:

5.2 The CONTRACTOR shall provide the OWNER with insurance certificates certifying that all required insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

5.3 The CONTRACTOR agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 and 5.2 above.

5.4 The CONTRACTOR agrees to add ENGINEER to insurance policy as additional insured.

Owner's Liability Insurance

5.4 The OWNER will be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract Documents.

Fire and Extended Coverage Insurance (Builders' Risk):

5.5 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance should at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

5.6 The CONTRACTOR shall provide the OWNER with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

Cancellation and Re-Insurance:

5.7 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this Contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Contract.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

6.1 The CONTRACTOR will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, safety, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the

CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall be mailed to the Contractor's home or office.)

Labor, Materials and Equipment:

6.2 The CONTRACTOR will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

6.3 The CONTRACTOR will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or containers with seals unbroken and labels intact.

6.5 All materials and equipment shall be applied, handled, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors and industry standards, except as otherwise provided in the Contract Documents.

Materials, Equipment, Products and Substitutions:

6.6 Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the ENGINEER a list of proposed materials, equipment or products, together with such samples as may be necessary for him to determine their acceptability and obtain his approval, within ninety (90) calendar days after award of Contract. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the ENGINEER.

6.6.1 Whenever a material, article or piece of equipment is identified on the drawings or Specifications by reference to brand names or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand names or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of

equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Incidental charges or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price, or Contract Time.

6.6.2 No substitute shall be ordered or installed without the written approval of the ENGINEER who shall be the judge of equality.

6.6.3 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

6.6.4 Should any work or materials, equipment or products not conform to requirements of the Drawings and Specifications or become damaged during the process of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR. (See paragraph 7.10)

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

6.7 The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.10 (whether initially or as a substitute) against whom the OWNER or the ENGINEER may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

6.8 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of

amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.9 The divisions and sections of the Specifications and the identifications of any drawings shall not control the CONTRACTOR in dividing the work among Subcontractors or delineating the Work to be performed by any specific trade.

6.10 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.

6.11 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

6.12 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and material men engaged upon his Work.

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.12.2 The OWNER or ENGINEER will not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

6.12.3 If in the opinion of the ENGINEER, any Subcontractor on the project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

Patent Fees and Royalties:

6.13 The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of such rights during or after completion of the Work and shall defend all such claims in connection with any alleged infringement of such rights.

6.14 The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to

bidding. However, he shall not be responsible for such determination on systems which do not involve purchase, by him, of materials, appliances, and articles.

Permits:

6.15 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. When such charges are normally made by the OWNER, there will be no charges to the CONTRACTOR. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR will also pay all public utility charges.

Laws and Regulations:

6.16 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he will bear all costs arising wherefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.17 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Record Drawings:

6.18 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him for the OWNER upon completion of the Project. It shall be used for this purpose only.

Safety and Protection:

6.19 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.19.1 All employees on the work and other persons who may be affected thereby.

6.19.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

6.19.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.20 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.

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 & 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) three (3) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

6.23 The CONTRACTOR will also submit to the ENGINEER for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.24 At the time of each submission, the CONTRACTOR will in writing call the ENGINEER'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.25 The ENGINEER will review with reasonable promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the ENGINEER and will return the required number of corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the ENGINEER. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the ENGINEER on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute a representative to the OWNER and the ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawings or sample with the requirements of the Work and the Contract Documents.

6.26 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed by the ENGINEER. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

6.28 The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the OWNER, the CONTRACTOR shall remove all his surplus and discarded materials excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the OWNER is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the

prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.29 Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work, he shall remove all rubbish, tools, scaffolding, surplus materials, etc., and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The CONTRACTOR shall do the cleaning for all trades upon completion of the Work.

6.30 General. In case of dispute, the OWNER may remove the rubbish and charge the cost to the CONTRACTOR as the ENGINEER shall determine to be just.

Public Convenience and Safety:

6.31 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to ensure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position at such locations as traffic demands in accordance with the MUTCD. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. The CONTRACTOR shall keep the portion of the project being used by the public in satisfactory condition. It may become necessary for the CONTRACTOR to sweep the roadway surface to completely remove debris.

Sanitary Provisions:

6.32 The CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work, and the premises shall be left clean.

Indemnification:

6.33 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, 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 (a)

is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.34 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, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.33 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 under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.35 The obligations of the CONTRACTOR under paragraph 6.33 shall not extend to the liability of the Engineer's negligent acts, errors or omissions or those of his employees or agents.

Responsibility for Connecting to Existing Work:

6.36 It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

Work in Street, Highway and Other Rights-of-Way:

6.37 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of the Contract Documents. The CONTRACTOR will be responsible for obtaining all permits necessary for the work. Upon completion of the Work, CONTRACTOR shall present to ENGINEER certificates, in triplicate, from the proper authorities stating that the Work has been done in accordance with their requirements.

6.37.1 The OWNER will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.37.2 The ENGINEER shall be responsible for obtaining elevations of curbs and gutters, pavement, storm drainage structures, and other such items which must be established by governmental departments as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the Project.

Cooperation with Governmental Departments, Public Utilities, etc.:

6.38 The OWNER shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structure connected therewith, that are encountered in the work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.38.1 The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

6.38.2 The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

Use of Premises:

6.39 CONTRACTOR shall confine his apparatus, storage of materials, and operations of his workers to limits indicated by law, ordinances, permits, and directions of ENGINEER and OWNER, and shall not unnecessarily encumber any part of site.

6.39.1 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

6.39.2 CONTRACTOR shall enforce OWNER'S instructions in connection with signs, advertisements, fires and smoking.

6.39.3 CONTRACTOR shall arrange and cooperate with OWNER in routing and parking of automobiles of his employees, subcontractors and other personnel and in routing material delivery trucks and other vehicles to the Project Site.

Protection of Existing Property Improvements:

6.40 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), trees, and shrubbery not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored to a condition equal to that existing at time of award of Contract.

Temporary Heat:

6.41 The General CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the OWNER prior to such acceptance, in which case the OWNER shall assume all expenses of heating from date of full occupancy. In areas outside those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel and services as required to protect his work or shall make all necessary arrangements with the General CONTRACTOR for providing such temporary heat, fuel and services. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.

ARTICLE 7 - WORK BY OTHERS:

7.1 The OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. The CONTRACTOR will afford the other contractors who are parties to such direct contracts (or the OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his Work with theirs.

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

7.3 The CONTRACTOR will do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter

their work with the written consent of the ENGINEER and of the other contractors whose work will be affected.

7.4 If the performance of additional work by other contractors or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provide in Articles 11 and 12.

7.5 Where practicable, the CONTRACTOR shall build around the work of other separate contractors or shall leave chases, slots and holes as required to receive and to conceal within the general construction work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the ENGINEER.

7.6 Necessary chases, slots and holes not built or left by the CONTRACTOR shall be cut by the separate contractor requiring such alterations after approval of the CONTRACTOR. The CONTRACTOR shall do all patching and finishing of his Work where cut by other contractors at the expense of such other contractors.

7.7 Cooperation is required in the use of site facilities and in the detailed execution of the Work. Each contractor shall coordinate his operations with those of the other contractors for the best interest of the Work in order to prevent delays in the execution thereof.

7.8 Each contractor shall keep himself informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with his operations, the CONTRACTOR shall notify the ENGINEER immediately. Lack of such notice to the ENGINEER will be construed as acceptance by the CONTRACTOR of the status of the work of other contractors as being satisfactory for proper coordination of his own work.

7.9 Each contractor shall give notices of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. The CONTRACTOR shall give notices of the progress of his Work so that work of other contractors, when required to be concealed, may be placed before the general construction Work. All such notices shall be submitted to the ENGINEER with copies to other prime contractors on the Project sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.

7.10 The cost of extra work resulting from lack of notices, untimely notices, failure to respond to notices, defective work or lack of coordination shall be borne by the CONTRACTOR responsible for such lack of notices, etc.

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

8.1 The OWNER will issue all communications to the CONTRACTOR through the ENGINEER.

8.2 In case of termination of the employment of the ENGINEER, the OWNER will appoint an engineer against whom the CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration, if mutually agreeable.

8.3 The OWNER will furnish the data required of him under the Contract Documents promptly and shall make payments to the CONTRACTOR promptly after they are due as provided in Article 14.

8.4 OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1, 4.4 and the Special Conditions. Paragraphs 4.2 and 4.3 refer to OWNER'S identifying and making available to CONTRACTOR copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.5 The OWNER'S responsibilities in respect of liability and property insurance are set forth in paragraph 5.4.

8.6 In addition to his rights to request changes in the Work in accordance with Article 10, the OWNER (especially in certain instances as provided in paragraph 10.4) will be obligated to execute Change Orders.

8.7 In connection with the OWNER'S right to stop Work or suspend Work; see paragraph 15.1. Paragraph 15.3 deals with the OWNER'S right to terminate services of the CONTRACTOR under certain circumstances.

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

9.1 The ENGINEER shall be the OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER'S representative during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of the OWNER and the ENGINEER.

9.1.1 The ENGINEER'S decision, in matters relating to aesthetics shall be final, if within the terms of the Contract Documents.

9.1.2 Except as may be otherwise provided in this contract all claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

Visits to Site:

9.2 The ENGINEER will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make continuous on-site observations to check the quality or quantity of the Work. His efforts will be directed toward ascertaining on behalf of the OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the Work and will endeavor to guard the OWNER against defects and deficiencies in the Work of contractors.

Clarifications and Interpretations:

9.3 The ENGINEER will issue with reasonable promptness such written clarification or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Measurement of Quantities:

9.4 All Work completed under the Contract will be measured by the CONTRACTOR according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

9.5 The ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not meet the requirements of any inspection, test or approval or has been damaged prior to final acceptance). He will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.6 In connection with the ENGINEER'S responsibility as to Shop Drawings and samples, see paragraphs 6.22 through 6.27, inclusive.

9.7 In connection with the ENGINEER'S responsibility for Change Orders; see Articles 10, 11, and 12.

9.8 In connection with the ENGINEER'S responsibilities in respect of Application for Payment, etc., see Article 14.

Resident Project Representative:

9.9 The OWNER or the ENGINEER will provide on-site representation sufficient to guarantee that construction is in general compliance with the construction drawings and the contract specifications.

Decisions on Disagreements:

9.10 The ENGINEER will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance hereunder. In his capacity as interpreter and judge, he will exercise his best efforts to ensure faithful performance by both the OWNER and the CONTRACTOR. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the ENGINEER for decision, which he shall render in writing within a reasonable time.

9.11 Either the OWNER or the CONTRACTOR, if the other agrees, may request legal action with respect to any such claim, dispute or other matter that has been referred to the ENGINEER, except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.11, such legal action to be in accordance with Article 16. However, no request for legal action of any such claim, dispute or other matter shall be made until the earlier of (a) the date on which the ENGINEER has rendered his decision or (b) the tenth day after the parties have presented their evidence to the ENGINEER if he has not rendered his written decision before that date. No request for legal action shall be made later than thirty (30) days after the date on which the ENGINEER rendered his written decision in respect of the claim, dispute or other matter as to which legal action is sought; and the failure to request legal action within said thirty (30) days period shall result in the ENGINEER'S decision being final and binding upon the OWNER and the CONTRACTOR. If the ENGINEER renders a decision after legal proceedings have been initiated, such decision may be entered as evidence but shall not supersede the legal proceedings, except where the decision is acceptable to the parties concerned.

Limitations on Engineer's Responsibilities:

9.12 Neither the ENGINEER'S authority to act under this Article 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

9.13 The ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.14 The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of his or their agents or employees, or any other person performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK:

10.1 Without invalidating the Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the CONTRACTOR indicates his agreement therewith.

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

10.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.21 and except as provided in paragraph 10.2.

10.4 The OWNER will execute appropriate Change Orders prepared by the ENGINEER covering changes in the Work to be performed as provided in paragraph 4.4, and Work performed in an emergency as provided in paragraph 6.21 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the ENGINEER.

10.5 It is the CONTRACTOR'S responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such adjustment to the OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without changing the Contract Price.

11.2 (a) The OWNER may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the contract, including but not limited to changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Owner-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the OWNER, which causes any such change, shall be treated as a change order under this clause, provided that the CONTRACTOR gives the OWNER written notice stating the

date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the OWNER shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(d) If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: PROVIDED, HOWEVER, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as therein required. And provided further, that in the case of defective specifications for which the OWNER is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

(e) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the OWNER. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved.

11.3.2 By negotiated lump sum.

11.3.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise maybe agreed to in writing by OWNER, such costs shall be in amounts no

higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturer's field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to OWNER who will then determine with the advice of ENGINEER, which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a Fee, the cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5.

11.4.4 Costs of special consultants (including but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travelling and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the

Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or other in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the cost of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall end when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable imposed by any governmental authority.

11.4.5.5 Deposits lost for causes other than CONTRACTOR'S negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

11.4.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of Work for the purpose of determining CONTRACTOR'S fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

11.5 The term cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals, (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to

in subparagraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provided in subparagraph 11.4.5.9.)

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows:

11.6.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

11.6.2 A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

11.9 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such material men, suppliers, or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate

Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.9.2 The CONTRACTOR'S costs for unloading and handling on site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Price and not in the allowance.

11.9.3 Whenever the cost, as described in 11.9.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for brick, the Change Order will not include any cost as described in 11.5 above.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefore as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

12.4 No claim for delay shall be allowed because of failure to furnish Drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.5 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

ARTICLE 13 - GUARANTY:

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs or adjustments, in the Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER or revise the partial payment estimate provides the same to the CONTRACTOR indicating in writing his reasons for refusing or revising payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within forty-five (45) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due to the CONTRACTOR.

Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 5 percent of the payment claimed until work is 50 percent complete;

14.1.2 When Work is 50 percent complete, reduction of the withholding to 2.5 percent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding and the same is requested by the CONTRACTOR in writing;

14.1.3 When the Work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below 5 percent to only that amount necessary to assure completion.

14.1.4 The OWNER may reinstate up to 5 percent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

Contractor's Warranty of Title:

14.2 The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the OWNER prior to the making of the Application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens") and that no work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payments:

14.3 The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER, based on the ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application of Payment and the supporting data, that the Work has progressed to the point indicated; That, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval), and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment, the ENGINEER shall not

thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the OWNER free and clear of any Liens.

14.4 The CONTRACTOR shall make the following certification on each request for payment:

"I hereby certify that the labor and materials listed on this request for payment has been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and payment received from the last request for payment has been used to make payments to all first-tier subcontractors and suppliers except as listed below."

14.5 The ENGINEER'S approval of final payment shall constitute an additional representation by him to the OWNER that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.11 have been fulfilled.

14.6 The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the OWNER. He may also refuse to approve any such payment, because of subsequently discovered evidence or the results of subsequent inspections or tests nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

14.6.1 The Work is defective, reasonable doubt exists to the integrity, or completed Work has been damaged requiring correction or replacement,

14.6.2 The Work for which payment is request cannot be verified,

14.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.6.4 The Contract Price has been reduced because of Modifications,

14.6.5 The OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.1,

14.6.6. Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,

14.6.7. Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.6.8. Of liquidated damages payable by the CONTRACTOR or,

14.6.9. Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

14.7 Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the Work. Such use shall not constitute and acceptance of such portions of the Work.

14.8 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or restoration of any damaged Work, except such as may be caused by agents or employees of the OWNER.

14.9 Upon completion and acceptance of the Work, the ENGINEER shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within forty-five (45) days of completion and acceptance of the Work.

14.10 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

Acceptance of Final Payment as Release:

14.11 When all items of work are completed to the satisfaction of the ENGINEER and the ENGINEER has been advised by the CONTRACTOR that a final inspection is desired, time will be suspended until final inspection is conducted and for an additional 14 calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 14-day suspension all necessary items of work have not been completed, time changes will resume. If the specified completion date had not been reached at the time the CONTRACTOR called for a final inspection, the calendar day difference between the specified completion date and the date the CONTRACTOR called for a final inspection will be added after the 14-day period before starting liquidated damages. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the ENGINEER and all items of work have been completed, the daily time charge will cease.

14.12 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION:

Owner May Suspend Work:

15.1 The OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the ENGINEER which shall fix the date on which Work shall be resumed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Articles 11 and 12.

Work During Inclement Weather:

15.2 No Work shall be done under these Specifications except by permission of the OWNER when the weather is unfitting for good and careful work to be performed.

Should the severity of the weather continue, the CONTRACTOR, upon the direction of the OWNER, shall suspend all work until instructed to resume operations by the OWNER and the Contract Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the OWNER.

Owner May Terminate:

15.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property; or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the Contract Documents, then the OWNER may without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

15.4 Where the CONTRACTOR'S services have been so terminated by the OWNER, said terminations shall not affect any rights of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from liability.

15.5 Upon seven days' written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

Removal of Equipment:

15.6 In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

15.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any Application for Payment within sixty (60) days after it is submitted, or the OWNER fails to pay the CONTRACTOR any sum approved by the ENGINEER or awarded by court ruling within forty-five (45) days of its approval and presentation, then the CONTRACTOR may, upon seven (7) days written notice to the OWNER and the ENGINEER, and if the OWNER or ENGINEER fails to reasonable respond in writing, terminate the Agreement and recover from the OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition, and in lieu of terminating the Agreement, if the ENGINEER has failed to act on an Application for Payment or the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) days' notice to the OWNER and the ENGINEER stop the Work until he has been paid all amounts then due.

Owner Furnished Equipment:

15.8 In case the OWNER furnishes equipment to the CONTRACTOR to install but fails to deliver it to the CONTRACTOR as required and in case such failure causes the CONTRACTOR additional expense or need for extension of time, the CONTRACTOR may make such claims upon the OWNER and obtain adjustments as provided herein.

Liquidated Damages:

15.9 If the CONTRACTOR shall fail to complete the work within the contract time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Contract Documents for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

ARTICLE 16 - DISPUTE SETTLEMENT:

16.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.11, shall be decided in a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

17.2 If the OWNER fails to make payment forty-five (45) days after payment is due, in addition to other remedies available to the CONTRACTOR, there shall be added to each such progress payment, interest at 1% per month commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

17.3 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.4 The duties and obligations imposed by these General Conditions, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.36 and 14.3 and the rights and remedies available to OWNER and ENGINEER there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the CONTRACT DOCUMENTS.

17.5 Should the OWNER or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employee or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.6 The CONTRACT DOCUMENTS shall be governed by the law of the place of the Project.

Progress Charts and Requirements for Overtime Work

17.7 The CONTRACTOR shall within 5 days or within such time as determined by the OWNER after date of commencement of work prepare and submit to the OWNER for approval a practicable schedule, showing the order in which, the CONTRACTOR proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The CONTRACTOR shall enter on the chart the actual progress at such intervals as directed by the OWNER and shall immediately deliver to the OWNER three (3) copies thereof. If the CONTRACTOR fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the CONTRACTOR submits the required progress schedule.

17.8 If, in the opinion of the OWNER, the CONTRACTOR falls behind the progress schedule, the CONTRACTOR shall take such steps as may be necessary to improve his progress and the OWNER may require him to increase the number of shifts, or overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the OWNER.

17.9 Failure of the CONTRACTOR to comply with the requirements of the OWNER under this provision shall be grounds for determination by the OWNER that the CONTRACTOR is not prosecuting the work with such diligence as will ensure completion within the time specified. Upon such determination the OWNER may terminate the CONTRACTOR'S right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay - Time Extensions.

17.10 Should the Contractor fail to complete the work within the specified time, or within any extra time allowed under these specifications, a sum of money, determined by the following schedule, shall be deducted from any funds due the Contractor, the Owner shall have the right recover the said sum or sums from the Contractor or from the surety, or from both. The amounts of these deductions are to cover the liquidated damages to the Owner incurred by additional or other expenses due to the failure of the Contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties.

17.11 The damages indicated above shall be considered as liquidated damages for the loss to the OWNER on account of the expense due to the employment of Engineers and their assistants and to any others expenses incurred after the expiration of the Contract time as determined by the ENGINEER in section 14.11

17.12 Work requiring the presence or services of the ENGINEER, based solely on the opinion of the ENGINEER, will not be permitted on Sunday or holidays observed by the State unless the ENGINEER determines that an emergency or necessity exists. Work on these days solely to complete the project within the contract time will not be considered a necessity or emergency.

17.13 The ENGINEER will prepare and submit to the CONTRACTOR one (1) preliminary punch list of items that do not meet the contract requirements after the final inspection and one (1) final punch list immediately before final completion and final payment.

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 1 - SPECIAL CONDITIONS

SCOPE AND INTENT

Special conditions shall prevail over General Conditions in case of conflict. The Contractor shall furnish all labor, materials, equipment (including fuel), tools, appliances, transportation and perform all operations in connection with the construction of, alterations to, or repair of, the building, including utilities, complete, in strict accordance with the specifications and the plans governing the construction of, alterations to, or repair of, the project.

EXAMINATION OF PREMISES

Before submitting a proposal for his work, each bidder shall be held responsible to have examined the site and satisfied himself as to the conditions under which work is to be performed.

PERMITS, TAXES, AND ORDINANCES

The Contractor shall pay for all required permits, give legal notices, and pay taxes and assessments levied in connection with this contract. Building regulations shall be strictly adhered to and the contractor shall be responsible for knowledge thereof.

INSURANCES, ETC.

In addition to the requirements of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the CONTRACTOR under the terms of the Contract. The CONTRACTOR shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.

The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**.

If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**.

Certificates of insurance shall state that 30 days' written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the **OWNER**. The certificates shall

show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.

The CONTRACTOR shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance.

A. Workers' Compensation and Employer's Liability Insurance

This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability or the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each person, whichever is more. This policy shall include an all-states endorsement.

B. CONTRACTOR'S Comprehensive Public Liability and Property Damage Insurance, covering all operations in connection with the performance of this Contract in amounts not less than the following:

Bodily injury liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total for aggregate limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of injury to or destruction of property during the policy period

The Comprehensive Public Liability and Property Damage policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

- a. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
- b. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.

- c. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

C. **CONTRACTOR'S Contingent or Protective Liability and Property Damage:**

In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.

D. **Automotive Public Liability and Property Damage**

The **CONTRACTOR** shall maintain automobile public liability insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for injury to one person and ONE MILLION DOLLARS (\$1,000,000) for one accident; and automobile property damage insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for one accident to protect him from any and all claims arising from the use of the following:

- a. **CONTRACTOR'S** own automobiles and trucks.
- b. Hired automobiles and trucks.
- c. Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

E. **OWNER'S Protective Liability Policy**

The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds in amounts not less than the following:

- a. Bodily Injury in the amount of ONE MILLION DOLLARS (\$1,000,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS

(\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

CLEANING UP

The CONTRACTOR shall, at all times, keep the premises free from accumulations of waste materials and at the completion of the work, be shall remove all his rubbish, tools, temporary buildings, etc. from and about the site and shall leave his work "broom" clean unless more exactly specified elsewhere. All glass shall be washed and left free from stains of any nature.

ARTICLE 2 – SPECIAL INSTRUCTIONS

LIMITATIONS

During construction, care is to be taken to prevent damage to the work in place. As soon as work is completed, all work is to be thoroughly cleaned. Before completion, all damaged work is to be repaired and left in perfect condition. The CONTRACTOR will be responsible for all cleanup of the premises. All trash, etc. will be hauled away from the site, and the site left in a clean and neat condition. Alcoholic beverages of any type will not be permitted on job site.

PRODUCT/MATERIALS SUBSTITUTION

CONTRACTOR will submit prior to starting work on project any changes to materials specified. CONTRACTOR will submit all specification data, company name, and supplier of material that he wishes to substitute. All material will be evaluated. CONTRACTOR will be given approval/disapproval by OWNER. No substitutes will be taken into consideration after work has begun, no substitutes will be allowed if CONTRACTOR does not submit specification data within time allowed.

INSPECTION

All work covered by these specifications shall be subject to inspection by OWNER or his authorized representative. CONTRACTOR will coordinate with OWNER for inspections as required during construction and furnish to the OWNER in writing a project schedule prior to mobilization of work at the job site.

SPECIFICATIONS AND DRAWINGS ARE RECIPROCAL

The specifications and drawings are intended mutually to explain each other and anything which is referred to in the specifications and not shown on the drawings shall be considered as being shown and mentioned and referred to in both of these documents.

Such work shall be done and performed accordingly. Any drawing attached to this specification form is an integral part thereof and where such drawings, if any, differ from these specifications, the specifications shall govern.

AS-BUILT DRAWINGS

Occasionally, during the course of construction, modifications and changes may occur due to site conditions, unforeseen circumstances and problems encountered. This may result in a modification of construction as originally depicted on drawings. Contractor will furnish the OWNER a marked-up set of prints in red line of all changes and/or modifications that pertain to this contract. Drawings will be labeled. "AS-BUILT DRAWINGS".

ARTICLE 3 – GUARANTEES, WARRANTIES AND BONDS

1. All work will be guaranteed by the CONTRACTOR for a period of one (1) year from the date of substantial completion.
2. Wording for the notarized guarantee shall be as follows:
"We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one (1) year, or such longer period of time as may be called for in the Contract Documents for such portions of the work."
3. Guarantee Compliance:
Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR and through him each sub-contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion of the Contract. In case of work performed by his sub-contractors, the CONTRACTOR shall secure warranties from said sub-contractors and deliver copies of the same to the OWNER upon completion of the work. If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the OWNER'S opinion, are rendered necessary as the result of use of materials, equipment or workmanship which are inferior, defective or not in accordance with terms of the Contract: CONTRACTOR shall promptly upon receipt of OWNER'S written notice, and without expense of the OWNER;
 - a. Place in satisfactory condition in every particular all such guaranteed work, correct all defects therein.
 - b. Make good all damage to the building, site, equipment or building contents which in the OWNER'S opinion is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract.
 - c. Make good any work or material or the equipment and contents of building or site disturbed in fulfilling such guarantee.

In any case where fulfilling the requirements of the Contract, or any guarantee embraced in or required thereby, the CONTRACTOR disturbs any work guaranteed under another's Contract, he shall restore such disturbed work to

condition satisfactory to the OWNER and guarantee such restored work to the same extent as it was guaranteed under such other contract. If the CONTRACTOR, after notice, fails to proceed promptly to comply with terms of the guarantee, the OWNER may have the defects corrected and the CONTRACTOR and his surety shall be liable for all expenses incurred. All special guarantees applicable to definite parts of the work that may be stipulated in the specification or other Contract Documents shall be subject to the terms of this Specification Section during the first year of the life of such special guarantees. All guarantees and warranties shall be obtained in the OWNER'S name and evidence thereof shall be promptly delivered to the OWNER'S Representative for transfer to the OWNER.

ARTICLE 4 – CLOSE-OUT DOCUMENTS

In general documents for close-out, to be submitted by the CONTRACTOR to the OWNER, prior to final payment, shall include; but not be limited to the following:

1. APPLICATION FOR PAYMENT: AIA Document G-702
2. CERTIFICATE OF SUBSTANTIAL COMPLETION: AIA Document G-704
3. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS:
AIA Documents G-706 and G-706A: The Contractor shall furnish these AIA Documents complete with attached notarized full release of liens, damages, and a guarantee that all materials and labor are paid in accordance with Contract Documents with the following wording:
"WE HEREBY CERTIFY THAT ALL BILLS FOR LABOR AND MATERIALS INCORPORATED INTO THE ABOVE CAPTIONED PROJECT UNDER OUR CONTRACT HAVE BEEN PAID AND THAT THE OWNER IS RELEASED FROM ANY AND ALL CLAIMS AND/OR DAMAGES UNDER THIS CONTRACT."
4. CONSENT OF SURETY COMPANY TO FINAL PAYMENT: AIA Document G-707
To be completed in full by the Bonding Company.
5. CONTRACTOR'S NOTARIZED STATEMENT:
Notarized statement that project has been constructed in accordance with Contract Documents.
6. CONTRACTOR'S NOTARIZED STATEMENT OF GUARANTEE/S:
All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion. Wording will be as follows:
"WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON ABOVE CAPTIONED PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIME AS MAY BE CALLED FOR IN THE CONTRACT DOCUMENTS FOR SUCH PORTIONS OF THE WORK."
In the case of work performed by his sub-contractors, the Contractor shall secure warranties from said sub-contractors and deliver copies of same to the Owner upon completion of work.
7. OPERATING AND MAINTENANCE MANUALS:
All manufacturer's operating instructions and maintenance manuals will be compiled in a tabbed and labeled 3-ring binder. (Furnish Owner with two (2) sets).

8. FORM W-9, PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS):
Form W-9 is to be completed by non-corporation contractors. Non-applicable if Contractors firm is Incorporated.
9. FINAL CLEANING:
At close out time clean and re-clean entire work to normal level for "FIRST CLASS" maintenance/cleaning.

TECHNICAL SPECIFICATIONS

1. Applicable Specifications

The Technical Specifications entitled Mississippi Standard Specifications for Road and Bridge Construction; 2017 Edition shall be the specifications applicable to this project except as for herein specified. Any testing required by those specifications for material submittal approval shall be the responsibility of the Contractor. The testing laboratory used by the Contractor shall be a laboratory certified by the Mississippi Department of Transportation and shall be approved by the Engineer. Any reference to Unit Item for pay shall be modified and paid based on the Measurement and Payment section of the specifications.

2. References Amended to mean Engineer

Any reference in the above-mentioned specifications to Commission, Director, Chief Engineer, Testing Engineer, or Project Engineer shall be amended in these specifications to mean the Engineer, or his duly authorized representative, of the City of HATTIESBURG.

ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until **10:00AM** on **April 9, 2026** in the City Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, and then at said location opened and read aloud for furnishing the City's requirements for the following:

RIVER AVENUE PEDESTRIAN BRIDGE REHABILITATION HATTIESBURG, MISSISSIPPI

Official bid documents can be downloaded from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

BID: RIVER AVENUE PEDESTRIAN BRIDGE REHABILITATION HATTIESBURG, MISSISSIPPI

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the BOARD on the 3rd day of March, 2026.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401

Publish on March 5, 2026 and March 12, 2026



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, March 3, 2026
Re: Approve claims docket for the period ending February 28, 2026.
File Number: 2026-152
Minute Book #

Summary

Approve claims docket for the period ending February 28, 2026.

Recommendation Statement

I recommend approval of this item.

Please place this on the March 3, 2026 City Council meeting for consideration.

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
001000 BALANCE SHEET											
001000	0520LB			D/F	LIBRARY						
002158	AT&T	M8183270010594	1/26	0	2026	5 INV P	245.02	022826	313519	AT&T LONG DISTANCE	
ACCOUNT TOTAL							245.02				
001000 060100 GAS/LUBRICANT-CITY BARN											
049752	PIGOTT OIL COMPANY	SI-19476	2601791	2026	5	INV P	19,177.24	022826	313662	GAS AND FUEL FOR FU	
050513	GPM EMPIRE-BULK FUEL	IN-0765030	2601687	2026	5	INV P	7,510.40	022826	313590	DIESEL/FUEL STATION	
050513	GPM EMPIRE-BULK FUEL	IN-289978	0	2026	5	INV P	10,022.40	022826	313590	GAS & DIESEL/FUEL S	
050513	GPM EMPIRE-BULK FUEL	IN-290544	0	2026	5	INV P	2,895.36	022826	313590	GAS FUEL/REF 260157	
							20,428.16				
ACCOUNT TOTAL							39,605.40				
001000 126100 BONDS PENDING											
052201	WHITE, EBONE	REFUND 1/15/26	0	2026	5	INV P	1,600.00	022826	313714	REFUND BOND	
ACCOUNT TOTAL							1,600.00				
ORG 001000 TOTAL							41,450.42				
001001 REVENUES											
001001	332000				POLICE FINES						
004271	SOUTHERN FINANCIAL S	CMCHAT2 2/6/26	0	2026	5	INV P	119.88	022826	313684	POLICE FINES COLLEC	
004271	SOUTHERN FINANCIAL S	CMCHAT3 2/6/26	0	2026	5	INV P	2,126.91	022826	313683	POLICE FINES COLLEC	
							2,246.79				
ACCOUNT TOTAL							2,246.79				
ORG 001001 TOTAL							2,246.79				
001003 CITY COUNCIL											
001003	601000				AUDITING AND ACCOUNTING						
004442	TMH	248411	0	2026	5	INV P	28,500.00	022826	313699	2nd INTERIM BILLING	
ACCOUNT TOTAL							28,500.00				
001003 606000 TELEPHONE AND TELEGRAPH											
051742	C SPIRE - CELL PHONE	3001031910 JAN 2026	0	2026	5	INV P	68.96	022826	313540	SC# 382C SPIRE BIL	
ACCOUNT TOTAL							68.96				
001003 641000 OFFICE EQUIPMENT RENT											
004057	RJ YOUNG COMPANY	INV7804936	0	2026	5	INV P	93.81	022826	313672	COPIER CHARGES FOR	
ACCOUNT TOTAL							93.81				
ORG 001003 TOTAL							28,662.77				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001015											CITY COURT
001015	500300										PAPER
003810	OFFICE PRODUCTS PLUS	1116720-0	2601816	2026	5	INV	P		537.90	022826	313650 COURT PAPER ORDER F
									ACCOUNT TOTAL		537.90
001015	501000										OTHER EXPENDABLE OFF.SPL
003810	OFFICE PRODUCTS PLUS	1114926-0	2601411	2026	5	INV	P		57.70	022826	313650 ADDITIONAL COURT SU
003810	OFFICE PRODUCTS PLUS	1116775-0	2601825	2026	5	INV	P		28.55	022826	313650 COURT OFFICE SUPPLI
									86.25		
004511	MS LAW RESEARCH	7029	0	2026	5	INV	P		42.00	022826	313632 CRIMINAL AFF HNDBK
									ACCOUNT TOTAL		128.25
001015	510000										CLEANING/JANITORIAL SPLY
003810	OFFICE PRODUCTS PLUS	1116731-0	2601819	2026	5	INV	P		277.29	022826	313650 COURT CLEANING SUPP
003810	OFFICE PRODUCTS PLUS	1116731-1	2601819	2026	5	INV	P		78.13	022826	313650 COURT CLEANING SUPP
									355.42		
									ACCOUNT TOTAL		355.42
001015	604901										OTHER PROF-TECHNOLOGY
004057	RJ YOUNG COMPANY	INV7932836	0	2026	5	INV	P		1,602.30	022826	313672 CT PRNTR RNTAL1.26-
									ACCOUNT TOTAL		1,602.30
001015	606000										TELEPHONE AND TELEGRAPH
051742	C SPIRE - CELL PHONE	3001031910 JAN 2026	0	2026	5	INV	P		261.08	022826	313540 SC# 382C SPIRE BIL
									ACCOUNT TOTAL		261.08
									ORG 001015 TOTAL		2,884.95
001020											MAYOR/ADMIN.
001020	606000										TELEPHONE AND TELEGRAPH
051742	C SPIRE - CELL PHONE	3001031910 JAN 2026	0	2026	5	INV	P		267.28	022826	313540 SC# 382C SPIRE BIL
									ACCOUNT TOTAL		267.28
001020	615000										ADVERTISING
003098	HISTORIC HATTIESBURG DCJ	2026	0	2026	5	INV	P		500.00	022826	313598 ADVERTISEMENT DOWNT
052200	PARADE CREWE	2026 BHP	0	2026	5	INV	P		1,000.00	022826	313653 ADVERTISEMENT 2026
									ACCOUNT TOTAL		1,500.00
001020	6150PR										ADVERTISING-PUBLIC RELATIONS
004205	SIGNS FIRST	INV-96347	2601910	2026	5	INV	P		52.42	022826	313678 CITY YARD SIGNS- CO

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5										
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL								52.42		
001020	684000									
049654	MS MUNICIPAL CLERKS	00454	0			DUES AND MEMBERSHIPS	2026 5 INV P	100.00	022826	313633 MEMBERSHIP RENEWAL/
ACCOUNT TOTAL								100.00		
ORG 001020 TOTAL								1,919.70		
001040						MUNICIPAL CLERK				
001040	501000									
004484	U P S STORE, THE (HA	1312026	0			OTHER EXPENDABLE OFF.SPL	2026 5 INV P	92.93	022826	313701 MAILING UPS INV1312
ACCOUNT TOTAL								92.93		
001040	615000									
003141	HUB CITY SPOKES	106934	0			ADVERTISING	2026 5 INV P	54.96	022826	313600 LEGAL NOTICES 2.5 &
ACCOUNT TOTAL								54.96		
001040	684000									
049654	MS MUNICIPAL CLERKS	00454	0			DUES AND MEMBERSHIPS	2026 5 INV P	120.00	022826	313633 MEMBERSHIP RENEWAL/
ACCOUNT TOTAL								120.00		
ORG 001040 TOTAL								267.89		
001042						ACCOUNTING DIV.				
001042	613000									
002798	FEDERAL EXPRESS	9-174-21604	0			MESSENGER/EXPRESS SERV.	2026 5 INV P	46.51	022826	313577 FEDERAL EXPRESS-HAN
ACCOUNT TOTAL								46.51		
ORG 001042 TOTAL								46.51		
001080						HUMAN RESOURCES				
001080	606000									
051742	C SPIRE - CELL PHONE	3001031910	0	JAN 2026		TELEPHONE AND TELEGRAPH	2026 5 INV P	400.96	022826	313540 SC# 382C SPIRE BIL
ACCOUNT TOTAL								400.96		
001080	636500									
004050	RICOH CORP	41362404	0			OFFICE EQUIPMENT R&M	2026 5 INV P	185.85	022826	313671 MB# 2021-250 HR COP
ACCOUNT TOTAL								185.85		
ORG 001080 TOTAL								586.81		
001090						URBAN DEVELOPMT				
001090	606000									
051742	C SPIRE - CELL PHONE	3001031910	0	JAN 2026		TELEPHONE AND TELEGRAPH	2026 5 INV P	79.80	022826	313540 SC# 382C SPIRE BIL

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL									79.80		
001090	641000				OFFICE EQUIPMENT RENT						
004057	RJ YOUNG COMPANY	INV7914705		0	2026	5	INV	P	345.41	022826	313672 AAA113769 - PLANNIN
ACCOUNT TOTAL									345.41		
ORG 001090 TOTAL									425.21		
001091	INFO TECHNOLOGY										
001091	603500				DATA PROCESSING						
003583	METRIX SOLUTIONS	M137602		0	2026	5	INV	P	1,503.84	022826	313627 CYLANCE QUARTERLY R
ACCOUNT TOTAL									1,503.84		
001091	604900				OTHER PROFESSIONAL SERV.						
002158	AT&T	0591 2.8.26		0	2026	5	INV	P	47.00	022826	313518 INTERACT SUPPORT -
002158	AT&T	0598 2.8.26		0	2026	5	INV	P	6,790.00	022826	313518 INTERACT SUPPORT -
									6,837.00		
ACCOUNT TOTAL									6,837.00		
001091	606000				TELEPHONE AND TELEGRAPH						
051742	C SPIRE - CELL PHONE	3001031910 JAN 2026		0	2026	5	INV	P	90.64	022826	313540 SC# 382C SPIRE BIL
ACCOUNT TOTAL									90.64		
001091	636500				OFFICE EQUIPMENT R&M						
002383	C D W GOVERNMENT	AI15C4Q		2601873	2026	5	INV	P	14,132.16	022826	313539 SVAR VMWARE 3 YEAR
003342	KRONOS INCORPORATED	I10010056147		0	2026	5	INV	P	5,827.50	022826	313617 KRONOS RENEWAL - IT
003583	METRIX SOLUTIONS	M136879		2601379	2026	5	INV	P	5,371.70	022826	313627 TWO QUOTE - NIMBLE
003583	METRIX SOLUTIONS	M137120		0	2026	5	INV	P	2,211.50	022826	313627 OFFICE 365 LICENSES
									7,583.20		
004050	RICOH CORP	5072675013		0	2026	5	INV	P	167.28	022826	313671 CHARGES FOR PRODUCT
ACCOUNT TOTAL									27,710.14		
ORG 001091 TOTAL									36,141.62		
001092	GEN.GOV'T.BLDG										
001092	510000				CLEANING/JANITORIAL SPLY						
002471	CINTAS CORPORATION # 4260421190			0	2026	5	INV	P	170.13	022826	313545 SC JANITORIAL SUPPL
ACCOUNT TOTAL									170.13		
001092	561000	PLUMBING SUPPLIES									

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
003543	MCELHANEY PLUMBING I	318555	2601903	2026	5	INV	P		83.80 022826	313626	WATER FILTERS- CITY
ACCOUNT TOTAL									83.80		
001092	604900										
004234	SMITH, JIM SERVICES	i95140	0	2026	5	INV	P		350.80 022826	313679	WK # 66390 FOR COUN
ACCOUNT TOTAL									350.80		
001092	638000										
048272	CCS INDUSTRIAL SERVI	17548	0	2026	5	INV	P		495.00 022826	313542	CITY HALL SERVICE C
ACCOUNT TOTAL									495.00		
ORG 001092 TOTAL									1,099.73		
001095											
G/G INS.OTH SER											
001095	604900										
002327	BROADDUS & ASSOCIATE	4103-67	0	2026	5	INV	P		15,315.00 022826	313533	PROJ HBURG CAT MB#
002523	COMCAST CABLEVISION	2/15/26-3/14/26	0	2026	5	INV	P		305.48 022826	313554	COMCAST-CITY HALL,
ACCOUNT TOTAL									15,620.48		
001095	606000										
002158	AT&T	L2026-02.13	0	2026	5	INV	P		103.60 022826	313518	AT&T BLUE LIGHTS"LO
002158	AT&T	M8183270010594 1/26	0	2026	5	INV	P		4,289.38 022826	313519	AT&T LONG DISTANCE
									4,392.98		
ACCOUNT TOTAL									4,392.98		
001095	699900										
004513	UNIVERSITY OF SOUTHE	SPRING26 TUITION	0	2026	5	INV	P		2,145.00 022826	313703	USM SPRING TUITION
ACCOUNT TOTAL									2,145.00		
ORG 001095 TOTAL									22,158.46		
001100											
POLICE/PUB.SFTY											
001100	500300										
003810	OFFICE PRODUCTS PLUS	1116509-0	2601775	2026	5	INV	P		704.85 022826	313650	PAPER AND OFFICE SU
ACCOUNT TOTAL									704.85		
001100	501000										
003810	OFFICE PRODUCTS PLUS	1116509-0	2601775	2026	5	INV	P		559.54 022826	313650	PAPER AND OFFICE SU
ACCOUNT TOTAL									559.54		
001100	510000										
002471	CINTAS CORPORATION #	4259557252	0	2026	5	INV	P		62.52 022826	313546	MAT RENTALS SC#8200

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION	
002471	CINTAS CORPORATION #	4260299148	0	2026	5	INV P	99.94	022826	313546	MAT RENTAL and CLEA	
							162.46				
							ACCOUNT TOTAL			162.46	
001100	535000						UNIFORMS, BADGES, ETC.				
002879	GALL'S LLC	034002043	2601150	2026	5	INV P	71.96	022826	313585	LT BARS, UNIFORMS &	
047040	BOOT COUNTRY	00010000035483	2601729	2026	5	INV P	413.98	022826	313528	BOOTS FOR BUCKHALTE	
							ACCOUNT TOTAL			485.94	
001100	546000						MINOR EQUIPMENT				
050056	AMAZON CAPITAL	14D7-XNJG-FKK7	2601635	2026	5	INV P	2,205.45	022826	313515	CAMERAS FOR CRIME/A	
050056	AMAZON CAPITAL	1RJF-7NJG-KDDV	2601733	2026	5	INV P	348.81	022826	313515	14TB EXTERNAL HARD	
							2,554.26				
							ACCOUNT TOTAL			2,554.26	
001100	570000						MTR VEHICLE REP. PTS/SPL				
003713	MS STATE/TAX COMM/UN	2026 UNDERCOVER TAG 0		2026	5	INV P	545.75	022826	313643	2026 UNDERCOVER TAG	
051212	GULF COAST OIL	135032	2601553	2026	5	INV P	34.93	022826	313595	OIL FOR SERVICE CEN	
							ACCOUNT TOTAL			580.68	
001100	603000						VETERINARIAN				
003106	HOLLAND VETERINARY H	83711	0	2026	5	INV P	66.65	022826	313599	VET VISIT FOR IVY(S	
							ACCOUNT TOTAL			66.65	
001100	604900						OTHER PROFESSIONAL SERV.				
002610	D P S CRIME LAB	90171159	0	2026	5	INV P	2,100.00	022826	313558	ANALYTICAL FEES	
047055	INTERPRETERS & TRANS	218883	0	2026	5	INV P	44.75	022826	313603	INTERPRETING SERVIC	
047055	INTERPRETERS & TRANS	219133	0	2026	5	INV P	78.76	022826	313603	INTERPRETING SERVIC	
047055	INTERPRETERS & TRANS	219579	0	2026	5	INV P	96.66	022826	313603	INTERPRETING SERVIC	
							220.17				
							ACCOUNT TOTAL			2,320.17	
001100	606000						TELEPHONE AND TELEGRAPH				
002158	AT&T	0563149329001 2/15	0	2026	5	INV P	50.79	022826	313521	POLICE DISPATCH	
002158	AT&T	54549101030591 2/26	0	2026	5	INV P	198.84	022826	313520	POLICE DISPATCH	
002158	AT&T	T2025-08 FEB	0	2026	5	INV P	76.00	022826	313518	AT&T CLUB SERVICE	
							325.63				
							ACCOUNT TOTAL			325.63	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
001100	612000			FREIGHT						
002879	GALL'S LLC	034002043	2601150	2026	5	INV P	4.15	022826	313585	LT BARS, UNIFORMS &
004505	UNITED PARCEL SERVIC	000008E1Y15056	0	2026	5	INV P	103.79	022826	313702	SHIPPING FEES
004505	UNITED PARCEL SERVIC	000008E1Y15066	0	2026	5	INV P	33.38	022826	313702	SHIPPING FEES
							137.17			
ACCOUNT TOTAL							141.32			
001100	630000			GAS						
004321	SPIRE	G2026-02/09	0	2026	5	INV P	6,335.06	022826	313690	SPIRE-(WILMUNT GAS)
ACCOUNT TOTAL							6,335.06			
001100	635000			BUILDING R&M						
002672	DOLEAC ELECTRIC CO I	H30991	0	2026	5	INV P	466.03	022826	313569	INSTALL NEW OUTLET
050421	WHITE GLOVE CARPET	11470	2601806	2026	5	INV P	4,650.00	022826	313713	CARPET CLEANING FOR
ACCOUNT TOTAL							5,116.03			
001100	638400			MOTOR VEHICLE EQ. R&M						
003861	PATTERSON AUTO ELECT	83157	2601836	2026	5	INV P	1,019.80	022826	313656	REPAIRS TO UNIT#204
ACCOUNT TOTAL							1,019.80			
001100	639800			TOW IN CHARGES						
003389	LARRY'S WRECKER SERV	14766	0	2026	5	INV P	280.00	022826	313620	TOWING OF MULTIPLE
003389	LARRY'S WRECKER SERV	14779	0	2026	5	INV P	300.00	022826	313620	TOWING FOR UNITS# 1
003389	LARRY'S WRECKER SERV	14782	0	2026	5	INV P	350.00	022826	313620	TOWING FOR UNITS#18
003389	LARRY'S WRECKER SERV	15017	0	2026	5	INV P	70.00	022826	313620	TOWING FOR UNIT#222
003389	LARRY'S WRECKER SERV	15018	0	2026	5	INV P	70.00	022826	313620	TOWING OF UNIT#2222
003389	LARRY'S WRECKER SERV	15035	0	2026	5	INV P	70.00	022826	313620	TOWING OF UNIT#1503
003389	LARRY'S WRECKER SERV	26-15194	0	2026	5	INV P	280.00	022826	313620	TOWING FOR UNITS#17
							1,420.00			
ACCOUNT TOTAL							1,420.00			
001100	641000			OFFICE EQUIPMENT RENT						
004057	RJ YOUNG COMPANY	INV7927687	0	2026	5	INV P	678.59	022826	313672	MINUTE BOOK#2024-96
004057	RJ YOUNG COMPANY	INV7932235	0	2026	5	INV P	401.66	022826	313672	MB#2023-429 COPIER
							1,080.25			
ACCOUNT TOTAL							1,080.25			
001100	684700			CONTINUING EDUCATION						
004513	UNIVERSITY OF SOUTHE	SPRING26 TUITION	0	2026	5	INV P	1,287.00	022826	313703	USM SPRING TUITION

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL									1,287.00		
ORG 001100 TOTAL									24,159.64		
001160 FIRE DIVISION											
001160 501000 OTHER EXPENDABLE OFF.SPL											
050056	AMAZON	CAPITAL	1KH6-LK7R-19PC	2601813	2026	5	INV	P	44.69	022826	313515 HFD UNIFORMS FOR PE
ACCOUNT TOTAL									44.69		
001160 507000 BOOKS											
050056	AMAZON	CAPITAL	1KH6-LK7R-19PC	2601813	2026	5	INV	P	42.40	022826	313515 HFD UNIFORMS FOR PE
ACCOUNT TOTAL									42.40		
001160 510000 CLEANING/JANITORIAL SPLY											
002471	CINTAS	CORPORATION #	4259243578	0	2026	5	INV	P	234.51	022826	313545 HFD STATION 9 CLEAN
002471	CINTAS	CORPORATION #	4259668110	0	2026	5	INV	P	6.62	022826	313548 HFD MECHANIC SHOP C
									241.13		
048909	BRADY	COMPANIES, LLC	11274249	2601767	2026	5	INV	P	1,117.55	022826	313531 HFD CLEANING & JANI
050056	AMAZON	CAPITAL	1XH7-VD3P-J3JJ	2601667	2026	5	INV	P	22.93	022826	313515 HFD SUPPLIES FOR ST
ACCOUNT TOTAL									1,381.61		
001160 511000 HOUSEHOLD SUPPLIES											
050056	AMAZON	CAPITAL	1XH7-VD3P-J3JJ	2601667	2026	5	INV	P	21.97	022826	313515 HFD SUPPLIES FOR ST
ACCOUNT TOTAL									21.97		
001160 512000 MEDICAL SUPPLIES											
049761	BOUND TREE	MEDICAL L	86098819	2601119	2026	5	INV	P	653.88	022826	313529 HFD MEDICAL SUPPLIE
ACCOUNT TOTAL									653.88		
001160 535000 UNIFORMS, BADGES, ETC.											
003216	J M H	GRAPHICS	48765	2601420	2026	5	INV	P	425.00	022826	313605 HFD UNIFORM TSHIRTS
050056	AMAZON	CAPITAL	1KH6-LK7R-19PC	2601813	2026	5	INV	P	1,479.82	022826	313515 HFD UNIFORMS FOR PE
050056	AMAZON	CAPITAL	1XH7-VD3P-J3JJ	2601667	2026	5	INV	P	182.61	022826	313515 HFD SUPPLIES FOR ST
									1,662.43		
ACCOUNT TOTAL									2,087.43		
001160 545000 HAND TOOLS											
002168	AUTO	ZONE	00139579432	2600845	2026	5	INV	P	76.22	022826	313523 HFD SHOP SUPPLIES F
050056	AMAZON	CAPITAL	1KH6-LK7R-19PC	2601813	2026	5	INV	P	45.94	022826	313515 HFD UNIFORMS FOR PE

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL									122.16		
OTHER OPERATING MATL/SPLY											
001160	559000										
050056	AMAZON CAPITAL	1KH6-LK7R-19PC		2601813	2026	5	INV	P	51.85	022826	313515 HFD UNIFORMS FOR PE
ACCOUNT TOTAL									51.85		
MTR VEHICLE REP. PTS/SPL											
001160	570000										
002342	BRUCE AUTO RECYCLING	589278		2601282	2026	5	INV	P	100.00	022826	313535 HFD I4 UNIT #18489
002733	EMERGENCY EQUIPMENT	525117		2601569	2026	5	INV	P	534.30	022826	313572 HFD ENGINE 3 UNIT #
002733	EMERGENCY EQUIPMENT	525217		2601607	2026	5	INV	P	507.00	022826	313572 HFD RESERVE RESCUE
002733	EMERGENCY EQUIPMENT	525245		2601677	2026	5	INV	P	228.20	022826	313572 HFD RESERVE RESCUE
002733	EMERGENCY EQUIPMENT	525254		2601676	2026	5	INV	P	99.65	022826	313572 HFD ENGINE 3 UNIT #
									1,369.15		
003746	NAPA AUTO PARTS	698540		2601580	2026	5	INV	P	40.50	022826	313645 HFD MECHANIC TRUCK
003746	NAPA AUTO PARTS	698787		2601682	2026	5	INV	P	539.25	022826	313645 HFD SHOP SUPPLIES F
									579.75		
004297	SOUTHERN TIRE MART (	2520205158		2601787	2026	5	INV	P	1,439.92	022826	313687 HFD ENGINE 4 UNIT #
004297	SOUTHERN TIRE MART (	2520205637		2601872	2026	5	INV	P	663.53	022826	313687 HFD ENGINE 1 UNIT #
									2,103.45		
004465	TRUCKPRO LLC	039-0740643		2601788	2026	5	INV	P	114.76	022826	313700 HFD RESERVE RESCUE
049639	MK LED CUSTOM	00004224		2601797	2026	5	INV	P	475.00	022826	313628 HFD ENGINE 4 UNIT #
051212	GULF COAST OIL	135031		2601750	2026	5	INV	P	248.49	022826	313595 HFD SHOP SUPPLIES F
ACCOUNT TOTAL									4,990.60		
TELEPHONE AND TELEGRAPH											
001160	606000										
051742	C SPIRE - CELL PHONE	3001031910 JAN 2026	0		2026	5	INV	P	2,363.78	022826	313540 SC# 382C SPIRE BIL
ACCOUNT TOTAL									2,363.78		
FREIGHT											
001160	612000										
002733	EMERGENCY EQUIPMENT	525117		2601569	2026	5	INV	P	25.00	022826	313572 HFD ENGINE 3 UNIT #
002733	EMERGENCY EQUIPMENT	525217		2601607	2026	5	INV	P	75.00	022826	313572 HFD RESERVE RESCUE
002733	EMERGENCY EQUIPMENT	525245		2601677	2026	5	INV	P	25.00	022826	313572 HFD RESERVE RESCUE
002733	EMERGENCY EQUIPMENT	525254		2601676	2026	5	INV	P	22.26	022826	313572 HFD ENGINE 3 UNIT #
									147.26		
004256	SOLAR SUPPLY INC	3498917		2601649	2026	5	INV	P	22.32	022826	313681 HFD MECHANIC SHOP R
004465	TRUCKPRO LLC	039-0740643		2601788	2026	5	INV	P	18.07	022826	313700 HFD RESERVE RESCUE

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5				ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION
ACCOUNT TOTAL										187.65					
001160	630000			GAS											
004321	SPIRE		G2026- 19-FEB	0	2026	5	INV	P	1,281.60	022826		313690	SPIRE- ACCT# 018016		
004321	SPIRE		G2026-02/09	0	2026	5	INV	P	193.66	022826		313690	SPIRE-(WILMUNT GAS)		
004321	SPIRE		G2026-03 FEB	0	2026	5	INV	P	4,687.39	022826		313690	SPIRE(WILMUT GAS) V		
										6,162.65					
ACCOUNT TOTAL										6,162.65					
001160	630500			ELECTRICITY											
003700	MS POWER COMPANY		E2026-02.11	0	2026	5	INV	P	577.86	022826		313638	MISSISSIPPI POWER-1		
004282	SOUTHERN PINE ELECTR		E2026-02.16	0	2026	5	INV	P	162.84	022826		313686	SOUTHERN PINE ELECT		
ACCOUNT TOTAL										740.70					
001160	635000			BUILDING R&M											
002714	ECONOMY SUPPLY CO		159041	2601742	2026	5	INV	P	217.45	022826		313570	HFD ADMIN OFFICE RE		
002714	ECONOMY SUPPLY CO		159177	2601758	2026	5	INV	P	44.45	022826		313570	HFD ADMIN OFFICE RE		
										261.90					
004176	SHERWIN-WILLIAMS COM		23373115460226	2601743	2026	5	INV	P	47.26	022826		313675	HFD ADMIN OFFICE RE		
004256	SOLAR SUPPLY INC		3498917	2601649	2026	5	INV	P	506.37	022826		313681	HFD MECHANIC SHOP R		
004256	SOLAR SUPPLY INC		3499119	2601823	2026	5	INV	P	1,358.37	022826		313681	HFD MECHANIC SHOP R		
										1,864.74					
050056	AMAZON CAPITAL		1XH7-VD3P-J3JJ	2601667	2026	5	INV	P	384.36	022826		313515	HFD SUPPLIES FOR ST		
ACCOUNT TOTAL										2,558.26					
001160	635700			PLUMBING EQUIPMENT R&M											
003543	MCELHANEY PLUMBING I		318275	2601741	2026	5	INV	P	119.80	022826		313626	HFD STATION 3 REPAI		
ACCOUNT TOTAL										119.80					
001160	637000			HOUSEHOLD EQUIPMENT R&M											
051231	B& S APPLIANCE		8310	2601357	2026	5	INV	P	2,449.00	022826		313524	HFD STATION 7 RANGE		
ACCOUNT TOTAL										2,449.00					
001160	638900			SCBA EQUIP. R&M											
002733	EMERGENCY EQUIPMENT		525145	0	2026	5	INV	P	608.43	022826		313572	HFD SCBA FLOW TESTI		
ACCOUNT TOTAL										608.43					
001160	639800			TOW IN CHARGES											
003253	JOHNNY'S WRECKER SER		50514	0	2026	5	INV	P	400.00	022826		313610	HFD ENGINE 6 UNIT #		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR	INVOICE							
003389 LARRY'S WRECKER SERV	14767	0	2026	5	INV P	75.00 022826	313620	HFD EXPLORER UNIT #
					ACCOUNT TOTAL	475.00		
001160 641000					OFFICE EQUIPMENT RENT			
004050 RICOH CORP	41362076	0	2026	5	INV P	205.35 022826	313671	HFD ADMIN OFFICE CO
					ACCOUNT TOTAL	205.35		
001160 642500					CYLINDER RENT			
002071 AIRGAS USA LLC (NORD	5522260134	0	2026	5	INV P	84.91 022826	313510	HFD MEDICAL OXYGEN
004273 SOUTHERN GAS & SUPPL	39919350	0	2026	5	INV P	81.75 022826	313685	HFD MEDICAL OXYGEN
					ACCOUNT TOTAL	166.66		
001160 643500					MOP-MAT-RAG RENT			
002471 CINTAS CORPORATION #	4258914950	0	2026	5	INV P	130.47 022826	313545	HFD ADMIN OFFICE MA
					ACCOUNT TOTAL	130.47		
001160 684000					DUES AND MEMBERSHIPS			
003670 MS ASSN OF PUBLIC FI	21126	2601796	2026	5	INV P	25.00 022826	313629	HFD INSP. STEPHANIE
					ACCOUNT TOTAL	25.00		
001160 684500					REGISTRATION FEE/TUITION			
003670 MS ASSN OF PUBLIC FI	21126	2601796	2026	5	INV P	75.00 022826	313629	HFD INSP. STEPHANIE
					ACCOUNT TOTAL	75.00		
001160 684700					CONTINUING EDUCATION			
004513 UNIVERSITY OF SOUTHE	FALL25 TUITION	0	2026	5	INV P	1,287.00 022826	313703	USM FALL 2025 TUITI
004513 UNIVERSITY OF SOUTHE	SPRING26 TUITION	0	2026	5	INV P	1,287.00 022826	313703	USM SPRING TUITION
						2,574.00		
					ACCOUNT TOTAL	2,574.00		
					ORG 001160 TOTAL	28,238.34		
001180					LAND DEVEL.ADM.			
001180 570000					MTR VEHICLE REP. PTS/SPL			
002815 FIRESTONE COMPLETE A	289257	2601958	2026	5	INV P	1,047.86 022826	313578	WATER PUMP REPLACEM
					ACCOUNT TOTAL	1,047.86		
001180 601300					DEMOLITION			
003718 MSP ENTERPRISES, LLC	022226-0	0	2026	5	INV P	7,840.69 022826	313644	DEMO - 704 RIVER ST
					ACCOUNT TOTAL	7,840.69		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
001180	601800									
047238	COHENS, ARTHUR	SUNSHINE-113	SARATOGA	0		2026	5 INV P	2,521.44	022826	313552 LOT CLEAR/SECURE -
								2,521.44		
001180	602300									
002847	FORREST COUNTY CHANC 244			0		2026	5 INV P	442.00	022826	313581 RECORDING FEES FOR
								442.00		
001180	606000									
051742	C SPIRE - CELL PHONE 3001031910 JAN 2026	0				2026	5 INV P	761.79	022826	313540 SC# 382C SPIRE BIL
								761.79		
								12,613.78		
001190										
001190	681500									
052073	STONE COUNTY SUPERVI 1097.JAN	0				2026	5 INV P	2,550.90	022826	313693 INMATE HOUSING FOR
								2,550.90		
								2,550.90		
001191										
001191	559000									
002714	ECONOMY SUPPLY CO	158619				2026	5 INV P	26.70	022826	313570 CLEANING SUPPLIES
002795	FASTENAL COMPANY	MSHAT246928				2026	5 INV P	40.00	022826	313576 BOLTS NUTS
								66.70		
001191	560000									
002795	FASTENAL COMPANY	MSHAT246927				2026	5 INV P	690.00	022826	313576 BOLTS AND NUTS
								690.00		
001191	570000									
002168	AUTO ZONE	00139649782				2026	5 INV P	168.99	022826	313523 AUOTOMOBILE unit #1
								168.99		
001191	606000									
051742	C SPIRE - CELL PHONE 3001031910 JAN 2026	0				2026	5 INV P	90.64	022826	313540 SC# 382C SPIRE BIL
								90.64		
001191	630000									
004321	SPIRE	G2026-02/09		0		2026	5 INV P	324.75	022826	313690 SPIRE-(WILMUNT GAS)

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL										324.75			
001191 643000 UNIFORM RENT													
002471 CINTAS CORPORATION # 4259666281				0	2026	5	INV	P	40.51	022826	313547	TRAFFIC UNIFORM SC/	
002471 CINTAS CORPORATION # 4260419654				0	2026	5	INV	P	40.51	022826	313547	TRAFFIC UNIFORM SC/	
										81.02			
ACCOUNT TOTAL										81.02			
001191 643500 MOP-MAT-RAG RENT													
002471 CINTAS CORPORATION # 2460419332				0	2026	5	INV	P	8.78	022826	313547	TRAFFIC MATS S/8200	
002471 CINTAS CORPORATION # 4259665883				0	2026	5	INV	P	8.78	022826	313548	TRAFFIC MATS S/8200	
										17.56			
ACCOUNT TOTAL										17.56			
001191 687000 CUSTODIAL SERVICE													
050404 PRECIOUS TATE JASPER 1D				2600808	2026	5	INV	P	311.87	022826	313664	TWO-QUOTE JANITORIA	
ACCOUNT TOTAL										311.87			
ORG 001191 TOTAL										1,751.53			
001201 STREET DIV.													
001201 540000 ASPHALT & ASPHALT PROD.													
004586 WARREN PAVING INC 119661				2601298	2026	5	INV	P	456.86	022826	313709	ASPHALT/VARIOUS LOC	
004586 WARREN PAVING INC 119792				2601298	2026	5	INV	P	260.65	022826	313709	ASPHALT/VARIOUS LOC	
004586 WARREN PAVING INC 119872				2601298	2026	5	INV	P	188.51	022826	313709	ASPHALT/VARIOUS LOC	
004586 WARREN PAVING INC 119943				2601298	2026	5	INV	P	358.75	022826	313709	ASPHALT/VARIOUS LOC	
004586 WARREN PAVING INC 120184				2601298	2026	5	INV	P	288.54	022826	313709	ASPHALT/VARIOUS LOC	
004586 WARREN PAVING INC 120322				2601298	2026	5	INV	P	279.89	022826	313709	ASPHALT/VARIOUS LOC	
004586 WARREN PAVING INC 120385				2601298	2026	5	INV	P	266.42	022826	313709	ASPHALT/VARIOUS LOC	
004586 WARREN PAVING INC 120453				2601298	2026	5	INV	P	186.59	022826	313709	ASPHALT/VARIOUS LOC	
004586 WARREN PAVING INC 120458				2601298	2026	5	INV	P	910.82	022826	313709	ASPHALT/VARIOUS LOC	
004586 WARREN PAVING INC 120502				2601298	2026	5	INV	P	197.17	022826	313709	ASPHALT/VARIOUS LOC	
004586 WARREN PAVING INC 120600				2601298	2026	5	INV	P	230.83	022826	313709	ASPHALT/VARIOUS LOC	
										3,625.03			
ACCOUNT TOTAL										3,625.03			
001201 541000 BRICK,STONE,MORTAR,ETC.													
004586 WARREN PAVING INC 120403				2601646	2026	5	INV	P	1,676.64	022826	313709	610 LIMESTON BASE/	
004586 WARREN PAVING INC 120404				2601646	2026	5	INV	P	2,499.23	022826	313709	610 LIMESTON BASE/	
										4,175.87			
ACCOUNT TOTAL										4,175.87			
001201 559000 OTHER OPERATING MATL/SPLY													

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION
002471	CINTAS CORPORATION #	4258912272		0	2026	5	INV P	142.39	022826	313545	MOP, AIR & SOAP SVC
002471	CINTAS CORPORATION #	4259666354		0	2026	5	INV P	142.38	022826	313545	MOP, AIR & SOAP, HA
002471	CINTAS CORPORATION #	4260419561		0	2026	5	INV P	142.38	022826	313545	MOP, AIR & SOAP, SA
								427.15			
002472	CINTAS FIRST AID J71	5318203103		0	2026	5	INV P	17.86	022826	313550	REFILL ON FIRST AID
ACCOUNT TOTAL								445.01			
001201	570000			MTR VEHICLE REP. PTS/SPL							
048827	CARQUEST	011932		2601738	2026	5	INV P	163.00	022826	313541	PARTS-BATTERY-UNIT
ACCOUNT TOTAL								163.00			
001201	575500			AGRICLTRL REPAIR PTS/SPL							
003986	PUCKETT MACHINERY CO	P05C5832700		2601620	2026	5	INV P	572.22	022826	313666	ROLLERS/TRACKS/UNIT
ACCOUNT TOTAL								572.22			
001201	604900			OTHER PROFESSIONAL SERV.							
048836	PAYTON, RAY A.	1207		0	2026	5	INV P	2,300.00	022826	313658	WEEKLY MAINTENANCE-
048966	MARTINEZ DAVID J	250		0	2026	5	INV P	5,600.00	022826	313624	WEEKLY MAINTENANCE H
048966	MARTINEZ DAVID J	251		0	2026	5	INV P	700.00	022826	313624	WEEKLY MAINTENANCE R
048966	MARTINEZ DAVID J	252		0	2026	5	INV P	500.00	022826	313624	WEEKLY MAINTENANCE-
								6,800.00			
051159	INTEVACON FLEET CARD	11225993		0	2026	5	INV P	250.00	022826	313604	MONTHLY FEE FLEET C
052130	MASTER CARE LANDSCAP	3		0	2026	5	INV P	3,200.00	022826	313625	WEEKLY MAINTENANCE-
052130	MASTER CARE LANDSCAP	4		0	2026	5	INV P	2,800.00	022826	313625	WEEKLY MAINTENANCE-
								6,000.00			
ACCOUNT TOTAL								15,350.00			
001201	638400			MOTOR VEHICLE EQ. R&M							
002035	AAMCO TRANSMISSION (	I148129		2601859	2026	5	INV P	1,434.22	022826	313505	REPAIRS ON UNIT 204
004514	UNIVERSITY TIRE & SE	INV266479		2601857	2026	5	INV P	957.95	022826	313704	TIRES & ALIGNMENT/U
ACCOUNT TOTAL								2,392.17			
001201	638700			AGRICULTURAL EQ. R&M							
002083	ALLBRITTON CHAIN SAW	21687		2601941	2026	5	INV P	151.98	022826	313512	REPAIR ON WEEDATER
ACCOUNT TOTAL								151.98			
001201	639900			OTHER REPAIRS AND MAINT.							
003380	LANCASTER'S MACHINE	26076		2601860	2026	5	INV P	1,250.00	022826	313619	REPAIR ON TRAILER

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR		TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL									1,250.00		
001201	643000	UNIFORM RENT									
002471	CINTAS CORPORATION #	4258911973	0	2026	5	INV	P	20.07	022826	313547	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4258911981	0	2026	5	INV	P	142.03	022826	313545	UNIFORM RENTALS/SC
002471	CINTAS CORPORATION #	4258912083	0	2026	5	INV	P	30.61	022826	313547	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4258912087	0	2026	5	INV	P	82.54	022826	313546	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4258912219	0	2026	5	INV	P	57.38	022826	313546	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4258912288	0	2026	5	INV	P	31.26	022826	313547	MAT RENTALS/ SC 820
002471	CINTAS CORPORATION #	4259666045	0	2026	5	INV	P	34.69	022826	313547	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4259666129	0	2026	5	INV	P	30.88	022826	313547	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4259666223	0	2026	5	INV	P	83.58	022826	313546	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4259666285	0	2026	5	INV	P	57.94	022826	313546	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4259666336	0	2026	5	INV	P	31.26	022826	313547	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4260419403	0	2026	5	INV	P	15.69	022826	313547	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4260419406	0	2026	5	INV	P	36.73	022826	313547	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4260419454	0	2026	5	INV	P	30.88	022826	313547	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4260419510	0	2026	5	INV	P	197.13	022826	313545	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4260419570	0	2026	5	INV	P	31.26	022826	313547	MAT RENTALS/ SC 820
002471	CINTAS CORPORATION #	4260419585	0	2026	5	INV	P	57.94	022826	313546	UNIFORM RENTALS SC
								971.87			
ACCOUNT TOTAL									971.87		
ORG 001201				TOTAL		29,097.15					
001202	STREET LIGHTS										
001202	630500	ELECTRICITY									
003700	MS POWER COMPANY	E2026- 2.17.2026B	0	2026	5	INV	P	128.27	022826	313640	MISSISSIPPI POWER-2
003700	MS POWER COMPANY	E2026- 2.18.2026	0	2026	5	INV	P	63.94	022826	313641	MISSISSIPPI POWER-
003700	MS POWER COMPANY	E2026-02.06B	0	2026	5	INV	P	65.58	022826	313634	MISSISSIPPI POWER E
003700	MS POWER COMPANY	E2026-02.10.B	0	2026	5	INV	P	65.58	022826	313636	MISSISSIPPI POWER-6
003700	MS POWER COMPANY	E2026-02.12.26	0	2026	5	INV	P	131.66	022826	313637	MISSISSIPPI POWER E
003700	MS POWER COMPANY	E2026-02.19.26	0	2026	5	INV	P	128.88	022826	313642	MISSISSIPPI POWER-1
								583.91			
003873	PEARL RIVER VALLEY E	2026-02.05B	0	2026	5	INV	P	948.33	022826	313660	PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY E	2026-2.9.26B	0	2026	5	INV	P	524.50	022826	313660	PEARL RIVER VALLEY-
								1,472.83			
004282	SOUTHERN PINE ELECTR	E2026-02.16	0	2026	5	INV	P	86.35	022826	313686	SOUTHERN PINE ELECT
ACCOUNT TOTAL									2,143.09		
ORG 001202				TOTAL		2,143.09					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001203				ENGR/PUBLIC SER							
001203	601500			ENGINEERING							
004197	SHOWS DEARMAN & WAIT	27751	0	2026	5	INV	P		3,910.50	022826	313676 MB 2012-1/34 2025 F
004197	SHOWS DEARMAN & WAIT	27755	0	2026	5	INV	P		340.00	022826	313676 MB 2012-1/34 HUTCHI
									4,250.50		
				ACCOUNT TOTAL					4,250.50		
001203	606000			TELEPHONE AND TELEGRAPH							
051742	C SPIRE - CELL PHONE	3001031910 JAN 2026	0	2026	5	INV	P		215.76	022826	313540 SC# 382C SPIRE BIL
				ACCOUNT TOTAL					215.76		
001203	607000			POSTAGE							
002798	FEDERAL EXPRESS	9-147-77589	0	2026	5	INV	P		46.19	022826	313577 FEDEX JEFF DAMIENS
002798	FEDERAL EXPRESS	9-155-85631	0	2026	5	INV	P		29.68	022826	313577 FEDEX JEFF DAMIENS
002798	FEDERAL EXPRESS	9-174-21604.1	0	2026	5	INV	P		44.93	022826	313577 FEDEX JEFF DAMIENS
002798	FEDERAL EXPRESS	9-699-77778	0	2026	5	INV	P		9.34	022826	313577 FEDEX LATE FEES, 7/
002798	FEDERAL EXPRESS	9-701-46622	0	2026	5	INV	P		9.39	022826	313577 FEDEX LATE FEES
									139.53		
				ACCOUNT TOTAL					139.53		
001203	630000			GAS							
004514	UNIVERSITY TIRE & SE	INV266509	2601770	2026	5	INV	P		39.00	022826	313704 REPAIRS FOR UNIT 19
				ACCOUNT TOTAL					39.00		
001203	638400			MOTOR VEHICLE EQ. R&M							
004514	UNIVERSITY TIRE & SE	INV266509	2601770	2026	5	INV	P		1,016.85	022826	313704 REPAIRS FOR UNIT 19
				ACCOUNT TOTAL					1,016.85		
001203	641000			OFFICE EQUIPMENT RENT							
004057	RJ YOUNG COMPANY	INV7932835	0	2026	5	INV	P		50.28	022826	313672 MB 2022-377 CANON T
004057	RJ YOUNG COMPANY	INV7933949	0	2026	5	INV	P		298.44	022826	313672 MB 2022-316 COPIER
									348.72		
				ACCOUNT TOTAL					348.72		
001203	687000			CUSTODIAL SERVICE							
050404	PRECIOUS TATE JASPER 1D		2600808	2026	5	INV	P		311.87	022826	313664 TWO-QUOTE JANITORIA
				ACCOUNT TOTAL					311.87		
			ORG 001203	TOTAL					6,322.23		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001204 SHOP DIVISION											
001204 513000 CHEMICALS											
002739	EMPIRE TRUCK SALES	CE006245609:01	2601916	2026	5	INV	P	370.44	022826	313574	PW SHOP-COOLANT-QUO
ACCOUNT TOTAL								370.44			
001204 559000 OTHER OPERATING MATL/SPLY											
048827	CARQUEST	012188	2601838	2026	5	INV	P	824.25	022826	313541	PW SHOP-OIL DR- QUO
ACCOUNT TOTAL								824.25			
001204 570000 MTR VEHICLE REP. PTS/SPL											
002565	COURTESY MOTORS INC	164076	2601763	2026	5	INV	P	244.08	022826	313556	PW SHOP-PARTS-FILTE
002739	EMPIRE TRUCK SALES	CE006245722:01	2601954	2026	5	INV	P	115.20	022826	313574	PARTS-DOT PTC AB TE
003034	HATTIESBURG HYDRAULI	113517	2601839	2026	5	INV	P	48.80	022826	313596	PW SHOP-PARTS-QUOTE
047725	HI-FI CRUISIN	135889	2601759	2026	5	INV	P	200.00	022826	313597	PW SHOP-PARTS-UNIT
048827	CARQUEST	012199	2601844	2026	5	INV	P	89.36	022826	313541	PW SHOP-NITRILE GLO
ACCOUNT TOTAL								697.44			
001204 577000 EXPENDABLE WELDING SPLY.											
002071	AIRGAS USA LLC (NORD	9169011770	2601442	2026	5	INV	P	184.16	022826	313510	PW SHOP-WELDING PAR
ACCOUNT TOTAL								184.16			
001204 642500 CYLINDER RENT											
002071	AIRGAS USA LLC (NORD	5522259806	0	2026	5	INV	P	887.42	022826	313510	PW SHOP CYLINDER RE
ACCOUNT TOTAL								887.42			
001204 643000 UNIFORM RENT											
002471	CINTAS CORPORATION #	4258912154	0	2026	5	INV	P	71.11	022826	313546	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4259666212	0	2026	5	INV	P	61.44	022826	313546	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4260419471	0	2026	5	INV	P	71.32	022826	313546	UNIFORM RENTALS SC
								203.87			
ACCOUNT TOTAL								203.87			
ORG 001204 TOTAL								3,167.58			
001206 DRAINAGE DIV.											
001206 606000 TELEPHONE AND TELEGRAPH											
051742	C SPIRE - CELL PHONE	3001031910 JAN 2026	0	2026	5	INV	P	386.20	022826	313540	SC# 382C SPIRE BIL
ACCOUNT TOTAL								386.20			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR		TYP	S	WARRANT	CHECK	DESCRIPTION
001206	729500	OTHER IMPROVEMENTS									
004197	SHOWS DEARMAN & WAIT	27754	0	2026	5	INV	P	92,592.50	022826	313676	MB 2012-1/34 2024 S
004197	SHOWS DEARMAN & WAIT	27756	0	2026	5	INV	P	8,340.00	022826	313676	MB 2012-1/34 RAWL S
								100,932.50			
051965	BULLDOG CONSTRUCTION	6174	2600224	2026	5	INV	P	13,500.00	022826	313537	510 REBECCA AVE POL
051965	BULLDOG CONSTRUCTION	6175	2600216	2026	5	INV	P	65,430.00	022826	313537	311 CRESTMONT AVE 5
								78,930.00			
ACCOUNT TOTAL								179,862.50			
ORG 001206 TOTAL								180,248.70			
001207	CONSTRUCTION										
001207	559000	OTHER OPERATING MATL/SPLY									
003543	MCELHANEY PLUMBING I	318529	2601898	2026	5	INV	P	84.85	022826	313626	MATERIAL FOR HUBFES
004256	SOLAR SUPPLY INC	3498880	2601709	2026	5	INV	P	70.85	022826	313681	THERMOMETER/A/C
ACCOUNT TOTAL								155.70			
001207	560500	ELECTRICAL SUPPLIES									
002883	GARNER LUMLEY ELECTR	625655	2601875	2026	5	INV	P	70.65	022826	313586	SUPPLIES FOR ELECTR
002901	GILKEY ELECTRIC SUPP	421801	2601856	2026	5	INV	P	173.59	022826	313587	WESTOVER/98
002901	GILKEY ELECTRIC SUPP	422075	2601869	2026	5	INV	P	153.00	022826	313587	58/98
002901	GILKEY ELECTRIC SUPP	422076	2601866	2026	5	INV	P	122.59	022826	313587	PRCC/49
002901	GILKEY ELECTRIC SUPP	422077	2601870	2026	5	INV	P	102.00	022826	313587	LINCOLN/SANDY RUN
002901	GILKEY ELECTRIC SUPP	422078	2601863	2026	5	INV	P	143.18	022826	313587	CROSS CREEK/4TH
002901	GILKEY ELECTRIC SUPP	422079	2601868	2026	5	INV	P	20.59	022826	313587	JACKSON RD/98
								714.95			
ACCOUNT TOTAL								785.60			
001207	570000	MTR VEHICLE REP. PTS/SPL									
002060	ADVANCE AUTO PARTS	5604604372062	2601807	2026	5	INV	P	88.01	022826	313509	SUPPLIES FOR CONST
002166	AUTO ARMATURE SERVIC	00821	2601937	2026	5	INV	P	169.95	022826	313522	BATTERY FOR CONST L
ACCOUNT TOTAL								257.96			
001207	606000	TELEPHONE AND TELEGRAPH									
051742	C SPIRE - CELL PHONE	3001031910 JAN 2026	0	2026	5	INV	P	45.32	022826	313540	SC# 382C SPIRE BIL
ACCOUNT TOTAL								45.32			
001207	639100	DOWNTOWN LIGHTS R&M									
002672	DOLEAC ELECTRIC CO I	62919-002	0	2026	5	INV	P	151.11	022826	313569	REMOVE & DISPOSE OF

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL			151.11			
001207	643000						UNIFORM RENT				
002471	CINTAS	CORPORATION #	4259666038	0	2026	5	INV	P	38.31	022826	313547 UNIFORM RENTAL/CONS
002471	CINTAS	CORPORATION #	4260419452	0	2026	5	INV	P	38.31	022826	313547 UNIFORM RENTAL/CONS
								76.62			
					ACCOUNT TOTAL			76.62			
					ORG 001207			TOTAL			1,472.31
001220				SANITATION DIV.							
001220	513000						CHEMICALS				
004583	WARING	OIL CO	503996	2601740	2026	5	INV	P	631.33	022826	313708 SANITATION-TOTES OF
004583	WARING	OIL CO	503999	2601739	2026	5	INV	P	2,011.88	022826	313708 SANITATION-OIL
								2,643.21			
					ACCOUNT TOTAL			2,643.21			
001220	559000						OTHER OPERATING MATL/SPLY				
002472	CINTAS	FIRST AID J71	5318203102	0	2026	5	INV	P	75.95	022826	313549 SANITATION-FIRST AI
					ACCOUNT TOTAL			75.95			
001220	570000						MTR VEHICLE REP. PTS/SPL				
002739	EMPIRE	TRUCK SALES	CE006245148:01	2601760	2026	5	INV	P	913.80	022826	313574 PARTS-UNIT 22072-QU
002739	EMPIRE	TRUCK SALES	CE006245205:01	2601845	2026	5	INV	P	58.54	022826	313574 PARTS-VALVE COVER G
002739	EMPIRE	TRUCK SALES	CE006245627:01	2601932	2026	5	INV	P	215.38	022826	313574 PARTS-MOTOR HYOSEON
002739	EMPIRE	TRUCK SALES	CE006245691:01	2601933	2026	5	INV	P	1,414.62	022826	313574 PARTS-AIR DRYER-UNI
								2,602.34			
004465	TRUCKPRO LLC		039-0740830	2601846	2026	5	INV	P	2,242.64	022826	313700 PARTS-BRAKE DRUM-UN
048827	CARQUEST		012251	2601885	2026	5	INV	P	218.33	022826	313541 PARTS-UNIT 14676-RA
					ACCOUNT TOTAL			5,063.31			
001220	604900						OTHER PROFESSIONAL SERV.				
051742	C SPIRE	- CELL PHONE	3001031910 JAN 2026	0	2026	5	INV	P	90.64	022826	313540 SC# 382C SPIRE BIL
					ACCOUNT TOTAL			90.64			
001220	612000						FREIGHT				
002739	EMPIRE	TRUCK SALES	CE006245148:01	2601760	2026	5	INV	P	21.00	022826	313574 PARTS-UNIT 22072-QU
					ACCOUNT TOTAL			21.00			
001220	638400						MOTOR VEHICLE EQ. R&M				
002739	EMPIRE	TRUCK SALES	RE006042091:02	2601794	2026	5	INV	P	633.17	022826	313574 REPAIRS-UNIT 22072-

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION	
003380	LANCASTER'S MACHINE	26081	2601892	2026	5	INV	P	1,525.00	022826	313619	REPAIRS-UNIT 14406-
004120	SANSOM EQUIPMENT CO	W04641	2601894	2026	5	INV	P	581.25	022826	313673	REPAIRS-UNIT 22413-
ACCOUNT TOTAL								2,739.42			
001220	643000	UNIFORM RENT									
002471	CINTAS CORPORATION #	4257419080	0	2026	5	INV	P	276.69	022826	313545	SC 8200044758-UNIFO
002471	CINTAS CORPORATION #	4258163309	0	2026	5	INV	P	244.07	022826	313545	SC 8200044758-UNIFO
002471	CINTAS CORPORATION #	4258912547	0	2026	5	INV	P	680.25	022826	313545	SC 8200044758-UNIFO
002471	CINTAS CORPORATION #	4259666577	0	2026	5	INV	P	279.90	022826	313545	SC 8200044758-UNIFO
								1,480.91			
ACCOUNT TOTAL								1,480.91			
001220	688000	TIPPING FEES									
004591	WASTE MANAGEMENT OF	0014719-2526-1	0	2026	5	INV	P	4,054.63	022826	313710	MB# 2023-181RUBBISH
ACCOUNT TOTAL								4,054.63			
ORG 001220 TOTAL								16,169.07			
001250	HEALTH DIVISION										
001250	575500	AGRICLTR REPAIR PTS/SPL									
002083	ALLBRITTON CHAIN SAW	114304	2601887	2026	5	INV	P	109.95	022826	313512	HARNESSES
004297	SOUTHERN TIRE MART (	2520205648	2601886	2026	5	INV	P	480.00	022826	313687	LAWNMOWER TIRES
ACCOUNT TOTAL								589.95			
ORG 001250 TOTAL								589.95			
001402	ECONOMIC DEV.										
001402	604900	OTHER PROFESSIONAL SERV.									
004651	WILLIAM CAREY UNIVER	PPIN 13618	0	2026	5	INV	P	1,300.00	022826	313715	MB 2023-539 EDWARDS
ACCOUNT TOTAL								1,300.00			
001402	737800	HURRICANE FRANCINE EQUIPMENT									
049324	FLANAGAN CONSTRUCTIO	620	2601454	2026	5	INV	P	43,500.00	022826	313580	TWO QUOTE- DEMO BUI
051391	CLARION ASSOCIATES	10417	0	2026	5	INV	P	18,976.94	022826	313551	PROJECT/HBURG MS CO
ACCOUNT TOTAL								62,476.94			
ORG 001402 TOTAL								63,776.94			
001553	CEMETERY DIV										
001553	546000	MINOR EQUIPMENT									
002714	ECONOMY SUPPLY CO	159652	2601572	2026	5	INV	P	164.95	022826	313570	WHEEL BARROW FOR CE

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL											164.95		
001553	570000	MTR VEHICLE REP. PTS/SPL											
003898	PHILLIPS CAR CARE CE 4633	2601818	2026	5	INV	P					806.00	022826	313661 DODGE CREW TRUCK RE
ACCOUNT TOTAL											806.00		
001553	575500	AGRICLTRL REPAIR PTS/SPL											
002083	ALLBRITTON CHAIN SAW 114333	2601906	2026	5	INV	P					140.19	022826	313512 BLOWER AND BLOWER R
002083	ALLBRITTON CHAIN SAW 21692	2601922	2026	5	INV	P					45.40	022826	313512 BLOWER REPAIR (URBA
											185.59		
003615	JOHN DEERE FINANCIAL W94842	2601930	2026	5	INV	P					7.17	022826	313609 STARTER REPAIR SUPP
ACCOUNT TOTAL											192.76		
001553	604900	OTHER PROFESSIONAL SERV.											
003191	INTERFACE SECURITY S 21055291	0	2026	5	INV	P					54.73	022826	313602 SECURITY MONITORING
ACCOUNT TOTAL											54.73		
001553	606000	TELEPHONE AND TELEGRAPH											
051742	C SPIRE - CELL PHONE 3001031910 JAN 2026	0	2026	5	INV	P					90.64	022826	313540 SC# 382C SPIRE BIL
ACCOUNT TOTAL											90.64		
001553	638700	AGRICULTURAL EQ. R&M											
003615	JOHN DEERE FINANCIAL W94842	2601930	2026	5	INV	P					170.66	022826	313609 STARTER REPAIR SUPP
ACCOUNT TOTAL											170.66		
001553	643000	UNIFORM RENT											
002471	CINTAS CORPORATION # 4258167020	0	2026	5	INV	P					100.80	022826	313546 ST. CONTRACT#820004
002471	CINTAS CORPORATION # 4258915550	0	2026	5	INV	P					100.80	022826	313546 ST. CONTRACT#820004
002471	CINTAS CORPORATION # 4259669666	0	2026	5	INV	P					100.90	022826	313545 ST. CONTRACT#820004
											302.50		
ACCOUNT TOTAL											302.50		
001553	643500	MOP-MAT-RAG RENT											
002471	CINTAS CORPORATION # 4258166891	0	2026	5	INV	P					33.62	022826	313547 ST. CONTRACT#820004
002471	CINTAS CORPORATION # 4258915466	0	2026	5	INV	P					33.62	022826	313547 ST. CONTRACT#820004
002471	CINTAS CORPORATION # 4259669427	0	2026	5	INV	P					33.69	022826	313547 ST. CONTRACT#820004
											100.93		
ACCOUNT TOTAL											100.93		
001553	725000	LANDSCAPING											

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
002507	COLEMAN NURSERY	4113		2601820	2026 5	INV P	260.00 022826	313553	TREES FOR CITY ROW
						ACCOUNT TOTAL	260.00		
001553	733500					AGRICULTURAL EQUIPMENT			
002083	ALLBRITTON CHAIN SAW	114333		2601906	2026 5	INV P	296.99 022826	313512	BLOWER AND BLOWER R
						ACCOUNT TOTAL	296.99		
				ORG 001553		TOTAL	2,440.16		
FUND 001 General Fund						TOTAL:	512,632.23		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5				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	1115258-0	2601563	2026	5	INV P	358.75	022826	313650 JANITORIAL SUPPLIES		
003810	OFFICE	PRODUCTS	PLUS	1115260-0	2601562	2026	5	INV P	399.40	022826	313650 JANITORIAL SUPPLIES		
003810	OFFICE	PRODUCTS	PLUS	1116306-0	2601747	2026	5	INV P	468.08	022826	313650 JANITORIAL SUPPLIES		
003810	OFFICE	PRODUCTS	PLUS	1117274-0	2601901	2026	5	INV P	296.94	022826	313650 JANITORIAL SUPPLIES		
003810	OFFICE	PRODUCTS	PLUS	1117282-0	2601899	2026	5	INV P	234.04	022826	313650 JANITORIAL SUPPLIES		
									1,757.21				
050840	PACWEST TOOL	9018			2601799	2026	5	INV P	1,737.00	022826	313652 CAN LINERS		
ACCOUNT TOTAL									3,494.21				
002300	513000						CHEMICALS						
047024	GREENPOINT AG HOLDIN	2416687	2601618			2026	5	INV P	1,287.25	022826	313594 CHEMICALS FOR ATHLE		
ACCOUNT TOTAL									1,287.25				
002300	544000						HORT./LANDSCAPING SPLY.						
002049	ADAMS NURSERY	562268	2601896			2026	5	INV P	22.50	022826	313506 PINE STRAW		
ACCOUNT TOTAL									22.50				
002300	551000						RECREATIONAL SUPPLIES						
002714	ECONOMY SUPPLY CO	159630	2601864			2026	5	INV P	175.00	022826	313570 SUPPLIES FOR TATUM		
002937	GREEN FOREST NURSERY	47052	2601584			2026	5	INV P	2,552.00	022826	313593 TREES		
004043	RICHARDSON ATHLETICS	45415	2600840			2026	5	INV P	3,898.73	022826	313670 BACKSTOP SYSTEM FOR		
ACCOUNT TOTAL									6,625.73				
002300	560000						BUILDING MATERIALS & SPLY						
002714	ECONOMY SUPPLY CO	159547	2601880			2026	5	INV P	45.45	022826	313570 TATUM SOFTBALL CEIL		
002714	ECONOMY SUPPLY CO	159646	2601881			2026	5	INV P	101.25	022826	313570 TATUM SOFTBALL CEIL		
002714	ECONOMY SUPPLY CO	159813	2601827			2026	5	INV P	737.01	022826	313570 REPAIRS FOR CONCESS		
002714	ECONOMY SUPPLY CO	159899	2601912			2026	5	INV P	29.50	022826	313570 SUPPLIES FOR SAN AN		
002714	ECONOMY SUPPLY CO	159900	2601942			2026	5	INV P	185.00	022826	313570 REPAIR DAMAGES/VERN		
002714	ECONOMY SUPPLY CO	159985	2601942			2026	5	INV P	56.45	022826	313570 REPAIR DAMAGES/VERN		
									1,154.66				
003543	MCELHANEY PLUMBING I	318493	2601895			2026	5	INV P	89.20	022826	313626 SUPPLIES FOR TATUM		
ACCOUNT TOTAL									1,243.86				
002300	561000						PLUMBING SUPPLIES						
003543	MCELHANEY PLUMBING I	318547	2601947			2026	5	INV P	42.95	022826	313626 TATUM PARK SUPPLIES		
ACCOUNT TOTAL									42.95				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002300	562000										
002714	ECONOMY SUPPLY CO	159537			2601829	2026	5	INV P	239.15	022826	313570 STRUCTURAL REPAIRS-
									239.15		
002300	565000										
004176	SHERWIN-WILLIAMS COM	22696110190226			2601798	2026	5	INV P	246.37	022826	313675 PAINT FOR DAHMER PA
004176	SHERWIN-WILLIAMS COM	25541110190226			2601889	2026	5	INV P	94.25	022826	313675 PAINT FOR TATUM BAS
004176	SHERWIN-WILLIAMS COM	2679-B			2601861	2026	5	INV P	42.75	022826	313675 PAINT FOR TATUM
									383.37		
									383.37		
002300	570000										
004297	SOUTHERN TIRE MART (	2520205586			2601871	2026	5	INV P	115.50	022826	313687 TRUCK MAINT UNIT#21
048827	CARQUEST	012334			2601921	2026	5	INV P	278.00	022826	313541 TRUCK MAINT UNIT#15
									393.50		
002300	575500										
002304	BRACKMAN MOWER WAREH	77152			2601737	2026	5	INV P	348.50	022826	313530 MOWER PARTS
002304	BRACKMAN MOWER WAREH	77153			2601789	2026	5	INV P	252.65	022826	313530 MOWER PARTS
002304	BRACKMAN MOWER WAREH	77313			2601890	2026	5	INV P	103.49	022826	313530 SHOP SUPPLIES
002304	BRACKMAN MOWER WAREH	77423			2601929	2026	5	INV P	232.99	022826	313530 MOWER PARTS
002304	BRACKMAN MOWER WAREH	77440			2601934	2026	5	INV P	29.00	022826	313530 MOWER PARTS
									966.63		
003858	PATE, JERRY TURF & I	653401			2601526	2026	5	INV P	129.10	022826	313654 EQUIPMENT FOR BALLF
048827	CARQUEST	012411			2601969	2026	5	INV P	163.00	022826	313541 MOWER PARTS
051494	R & R PRODUCTS, INC	CD3115983			2601833	2026	5	INV P	201.50	022826	313668 MOWER PARTS
									1,460.23		
002300	606000										
051742	C SPIRE - CELL PHONE	3001031910 JAN 2026	0			2026	5	INV P	45.32	022826	313540 SC# 382C SPIRE BIL
									45.32		
002300	638000										
004234	SMITH, JIM SERVICES	i95055			2600993	2026	5	INV P	7,877.23	022826	313679 TWO QUOTE- HVAC REP
004256	SOLAR SUPPLY INC	3499184			2601904	2026	5	INV P	578.24	022826	313681 TATUM SOFTBALL UNIT
004256	SOLAR SUPPLY INC	3499185			2601905	2026	5	INV P	1,363.92	022826	313681 DOLEAC FIELD #5 UNI
									1,942.16		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL											9,819.39		
002300	638700			AGRICULTURAL EQ. R&M									
002222	BEARD EQUIPMENT CO	2248541	2601385	2026	5	INV	P		2,868.96	022826		313525	EQUIPMENT REPAIR FO
003380	LANCASTER'S MACHINE	26074	2601812	2026	5	INV	P		550.00	022826		313619	TRAILER MAINT UNIT#
ACCOUNT TOTAL											3,418.96		
002300	643000			UNIFORM RENT									
002471	CINTAS CORPORATION #	4259392527	0	2026	5	INV	P		590.05	022826		313545	PR GROUNDS UNIFORM
ACCOUNT TOTAL											590.05		
002300	644900			OTHER RENT									
002072	AIRGAS USA, LLC (LAU	5522260267	0	2026	5	INV	P		167.48	022826		313511	HELIUM TANK RENTAL
002471	CINTAS CORPORATION #	4259392068	0	2026	5	INV	P		60.70	022826		313546	PR GROUNDS MAT RENT
002471	CINTAS CORPORATION #	5317941104	0	2026	5	INV	P		249.36	022826		313545	PR GROUNDS MEDICAL
002471	CINTAS CORPORATION #	5317941105	0	2026	5	INV	P		217.60	022826		313545	PR GROUNDS GLOVES R
002471	CINTAS CORPORATION #	9340896885	0	2026	5	INV	P		215.60	022826		313545	PR GROUNDS GLOVES R
											743.26		
ACCOUNT TOTAL											910.74		
002300	699900			SERVICES NOT SPECIFIED									
050384	FOUR SEASONS ORNAMEN	4138	0	2026	5	INV	P		160.00	022826		313583	SHRUBS FERTILIZED H
050384	FOUR SEASONS ORNAMEN	4139	0	2026	5	INV	P		2,490.00	022826		313583	TURF MAINTENANCE HA
050384	FOUR SEASONS ORNAMEN	4140	0	2026	5	INV	P		498.00	022826		313583	SHRUBS FERTILIZED H
050384	FOUR SEASONS ORNAMEN	4141	0	2026	5	INV	P		150.00	022826		313583	SHRUBS FERTILIZED F
050384	FOUR SEASONS ORNAMEN	4142	0	2026	5	INV	P		378.00	022826		313583	SHRUBS FERTILIZED H
050384	FOUR SEASONS ORNAMEN	4147	0	2026	5	INV	P		920.00	022826		313583	SHRUBS FERTILIZED F
											4,596.00		
051654	PEANUTS TOWING INC	106816	0	2026	5	INV	P		75.00	022826		313659	TOWING UNIT#21252 F
ACCOUNT TOTAL											4,671.00		
ORG 002300 TOTAL											34,648.21		
002315	PKS/REC-REC.ADMIN/COM.REL.												
002315	501000			OTHER EXPENDABLE OFF.SPL									
052196	DEX IMAGING LLC	AR14729464	0	2026	5	INV	P		531.79	022826		313567	TONER FOR PRINTER A
ACCOUNT TOTAL											531.79		
002315	551001			RECREATIONAL SUPP-ARTS CENTER									
002714	ECONOMY SUPPLY CO	159375	2601828	2026	5	INV	P		65.00	022826		313570	ART CENTER SUPPLIES
ACCOUNT TOTAL											65.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002315	603400										
002540	CONNER, TOBARRA	TCONNER209	0	2026	5	INV	P		150.00	022826	313555 ADULT BASKETBALL 2/
003287	JORDAN, ALEX X	AJORDAN209	0	2026	5	INV	P		120.00	022826	313612 ADULT BASKETBALL 2/
003287	JORDAN, ALEX X	AJORDAN214	0	2026	5	INV	P		60.00	022826	313612 YOUTH BASKETBALL OF
									180.00		
003313	KETTLEY, ANNETTE	AKETTLEY13126	0	2026	5	INV	P		345.00	022826	313615 YOUTH BASKETBALL OF
003958	POWELL, RANDY	RPOWELL13126	0	2026	5	INV	P		345.00	022826	313663 YOUTH BASKETBALL OF
004432	THOMPSON, JESSE	JTHOMPSON209	0	2026	5	INV	P		120.00	022826	313697 ADULT BASKETBALL 2/
004432	THOMPSON, JESSE	JTHOMPSON222	0	2026	5	INV	P		120.00	022826	313697 ADULT BASKETBALL 2/
									240.00		
048357	KEYS GLENN	GKEYS131	0	2026	5	INV	P		480.00	022826	313616 YOUTH BASKETBALL OF
048357	KEYS GLENN	GKEYS209	0	2026	5	INV	P		450.00	022826	313616 ADULT BASKETBALL 2/
048357	KEYS GLENN	GKEYS219	0	2026	5	INV	P		120.00	022826	313616 ADULT BASKETBALL 2/
048357	KEYS GLENN	GKEYS221	0	2026	5	INV	P		125.00	022826	313616 YOUTH BASKETBALL 2/
									1,175.00		
048584	SUTTON DIONTA T	DSUTTON209	0	2026	5	INV	P		60.00	022826	313694 ADULT BASKETBALL 2/
048584	SUTTON DIONTA T	DSUTTON222	0	2026	5	INV	P		90.00	022826	313694 ADULT BASKETBALL 2/
									150.00		
051135	BURNS, LOGAN	LBURNS221	0	2026	5	INV	P		100.00	022826	313538 YOUTH BASKETBALL 2/
051135	BURNS, LOGAN	LBURNS222	0	2026	5	INV	P		50.00	022826	313538 ADULT BASKETBALL 2/
									150.00		
051375	BENNETT JERMAINE	JBENNETTE222	0	2026	5	INV	P		120.00	022826	313526 ADULT BASKETBALL 2/
051377	LITONJUA, VINCENT	VLITONJUA209	0	2026	5	INV	P		330.00	022826	313622 ADULT BASKETBALL 2/
051377	LITONJUA, VINCENT	VLITONJUA21926	0	2026	5	INV	P		210.00	022826	313622 ADULT BASKETBALL 2/
									540.00		
051398	NEWSOME CALVIN	CNEWSOME209	0	2026	5	INV	P		120.00	022826	313647 ADULT BASKETBALL 2/
051437	DEUNDRE B HUGHES	DHUGHES209	0	2026	5	INV	P		120.00	022826	313565 ADULT BASKETBALL 2/
051437	DEUNDRE B HUGHES	DHUGHES219	0	2026	5	INV	P		120.00	022826	313565 ADULT BASKETBALL 2/
									240.00		
051493	CHARLES ARNOLD	CARNOLD131	0	2026	5	INV	P		250.00	022826	313544 YOUTH BASKETBALL OF
052142	BROWN, CAMERON	CBROWN124	0	2026	5	INV	P		480.00	022826	313534 YOUTH BASKETBALL OF

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
052142	BROWN, CAMERON	CBROWN209	0	2026	5	INV	P		120.00	022826	313534 ADULT BASKETBALL 2/
									600.00		
052143	KENNEDY, RAGEN	RKENNEDY124	0	2026	5	INV	P		360.00	022826	313614 YOUTH BASKETBALL OF
052143	KENNEDY, RAGEN	RKENNEDY209	0	2026	5	INV	P		150.00	022826	313614 ADULT BASKETBALL 2/
052143	KENNEDY, RAGEN	RKENNEDY221	0	2026	5	INV	P		125.00	022826	313614 YOUTH BASKETBALL 2/
052143	KENNEDY, RAGEN	RKENNEDY222	0	2026	5	INV	P		120.00	022826	313614 ADULT BASKETBALL 2/
									755.00		
052198	NOAH BARNETT	NBARNETT222	0	2026	5	INV	P		90.00	022826	313649 ADULT BASKETBALL 2/
ACCOUNT TOTAL									5,450.00		
002315	604900			OTHER PROFESSIONAL SERV.							
002540	CONNER, TOBARRA	TCONNER19	0	2026	5	INV	P		70.00	022826	313555 ADULT BASKETBALL 2/
003313	KETTLEY, ANNETTE	AKETTLEY209	0	2026	5	INV	P		190.00	022826	313615 ADULT BASKETBALL 2/
003313	KETTLEY, ANNETTE	AKETTLEY21926	0	2026	5	INV	P		70.00	022826	313615 ADULT BASKETBALL 2/
003313	KETTLEY, ANNETTE	AKETTLEY221	0	2026	5	INV	P		176.25	022826	313615 YOUTH BASKETBALL 2/
									436.25		
003958	POWELL, RANDY	RPOWELL209	0	2026	5	INV	P		360.00	022826	313663 ADULT BASKETBALL 2/
003958	POWELL, RANDY	RPOWELL21926	0	2026	5	INV	P		135.00	022826	313663 ADULT BASKETBALL 2/
003958	POWELL, RANDY	RPOWELL221	0	2026	5	INV	P		176.25	022826	313663 YOUTH BASKETBALL 2/
									671.25		
047581	PROTECTION AGENCY &	002364	0	2026	5	INV	P		1,400.00	022826	313665 HPR BASKETBALL 1/29
049349	JESSICA R POWELL	JPOWELL222	0	2026	5	INV	P		40.00	022826	313608 ADULT BASKETBALL 2/
ACCOUNT TOTAL									2,617.50		
002315	604919			OTH PROF SERV-ART CENTER							
047971	BRETT CUMMINS	BCUMMINS205	0	2026	5	INV	P		150.00	022826	313532 WATERCOLOR WEDNESDA
052194	KAITLYN MOSLEY	KMOSLEY205	0	2026	5	INV	P		50.00	022826	313613 WATERCOLOR WEDNESDA
052223	TAE YOUNG HONG	TYOUNG022526	0	2026	5	INV	P		140.00	022826	313696 LIVE MUSIC AT ART M
ACCOUNT TOTAL									340.00		
002315	606000			TELEPHONE AND TELEGRAPH							
051742	C SPIRE - CELL PHONE	3001031910	0	2026	5	INV	P		135.96	022826	313540 SC# 382C SPIRE BIL
ACCOUNT TOTAL									135.96		
002315	630000			GAS							
004321	SPIRE	G2026-02/09	0	2026	5	INV	P		592.05	022826	313690 SPIRE-(WILMUNT GAS)

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL										592.05		
002315	630500			ELECTRICITY								
003700	MS	POWER	COMPANY	E2026- 2.17.2026	0	2026	5	INV	P	219.29	022826	313639 MISSISSIPPI POWER-1
003700	MS	POWER	COMPANY	E2026-02.10	0	2026	5	INV	P	384.82	022826	313635 MISSISSIPPI POWER E
003700	MS	POWER	COMPANY	E2026-02.12.26	0	2026	5	INV	P	80.83	022826	313637 MISSISSIPPI POWER E
										684.94		
ACCOUNT TOTAL										684.94		
ORG 002315						TOTAL		10,417.24				
FUND 002 PARKS & RECREATION FUND							TOTAL:		45,065.45			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5												
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION	
005160				H.M.F.P.FUND-FIRE DIVISION								
005160 638400				MOTOR VEHICLE EQ. R&M								
002733	EMERGENCY EQUIPMENT	525237	0	2026	5	INV	P	14,347.45	022826	313572	HFD NEW LADDER 8 UN	
ACCOUNT TOTAL								14,347.45				
ORG 005160 TOTAL								14,347.45				
FUND 005 HATT.MUNICIPAL FIRE PROTECTION								TOTAL:		14,347.45		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009660				W&S O&M-CUSTOMER ACCT. DIV.							
009660	501000			OTHER EXPENDABLE OFF.SPL							
004327	STANDARD OFFICE SUPP	H50044-00	2601704	2026	5	INV	P		165.60	022826	313691 MINOR OFFICE SUPPLI
				ACCOUNT TOTAL					165.60		
009660	604900			OTHER PROFESSIONAL SERV.							
002665	DIXIE COMMUNITY UTIL	DX 02 03 26	0	2026	5	INV	P		423.00	022826	313568 SEWER READS FOR WAT
003380	LANCASTER'S MACHINE	26077	2601793	2026	5	INV	P		85.00	022826	313619 MINOR EQUIPMENT WAT
				ACCOUNT TOTAL					508.00		
009660	606000			TELEPHONE AND TELEGRAPH							
051742	C SPIRE - CELL PHONE	3001031910 JAN 2026	0	2026	5	INV	P		660.08	022826	313540 SC# 382C SPIRE BIL
				ACCOUNT TOTAL					660.08		
009660	607000			POSTAGE							
047562	ENCO UTILITY	INV75207	0	2026	5	INV	P		3,641.67	022826	313575 MB 2020-835 RT 1 BI
047562	ENCO UTILITY	INV75305	0	2026	5	INV	P		1,864.03	022826	313575 MB 2020-835 RT 2 BI
									5,505.70		
				ACCOUNT TOTAL					5,505.70		
009660	620000			PRINTING							
047562	ENCO UTILITY	INV75207	0	2026	5	INV	P		1,116.07	022826	313575 MB 2020-835 RT 1 BI
047562	ENCO UTILITY	INV75305	0	2026	5	INV	P		582.55	022826	313575 MB 2020-835 RT 2 BI
									1,698.62		
				ACCOUNT TOTAL					1,698.62		
009660	630000			GAS							
004321	SPIRE	G2026-03 FEB	0	2026	5	INV	P		354.45	022826	313690 SPIRE(WILMUT GAS) V
				ACCOUNT TOTAL					354.45		
009660	643000			UNIFORM RENT							
002471	CINTAS CORPORATION # 4258914486		0	2026	5	INV	P		32.75	022826	313547 STATE CONTRACT 8200
002471	CINTAS CORPORATION # 4259667899		0	2026	5	INV	P		50.66	022826	313547 STATE CONTRACT 8200
									83.41		
				ACCOUNT TOTAL					83.41		
009660	687000			CUSTODIAL SERVICE							
050404	PRECIOUS TATE JASPER 1D		2600808	2026	5	INV	P		311.87	022826	313664 TWO-QUOTE JANITORIA
				ACCOUNT TOTAL					311.87		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5												
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
				ORG 009660	TOTAL			9,287.73				
009672				W&S O&M-WATER TRANSMISSION DIV								
009672	561000				PLUMBING SUPPLIES							
002442	CENTRAL	PIPE	SUPPLY	S100440227.001	2601545	2026	5	INV	P	2,176.20	022826	313543 WAREHOUSE STOCK FOR
002442	CENTRAL	PIPE	SUPPLY	S100440235.002	2601603	2026	5	INV	P	37.46	022826	313543 WAREHOUSE STOCK FOR
002442	CENTRAL	PIPE	SUPPLY	S100440235.003	2601603	2026	5	INV	P	1,072.40	022826	313543 WAREHOUSE STOCK FOR
002442	CENTRAL	PIPE	SUPPLY	S100441549.001	2601802	2026	5	INV	P	2,310.00	022826	313543 WAREHOUSE STOCK FOR
									5,596.06			
004300	SOUTHERN	WATERWORKS	104503		2601600	2026	5	INV	P	2,793.60	022826	313688 WAREHOUSE STOCK FOR
				ACCOUNT TOTAL			8,389.66					
009672	570000				MTR VEHICLE REP. PTS/SPL							
048827	CARQUEST		012064		2601754	2026	5	INV	P	143.70	022826	313541 REPAIR PARTS FOR UN
				ACCOUNT TOTAL			143.70					
009672	604900				OTHER PROFESSIONAL SERV.							
048667	R & J CONSTRUCTION		3489		0	2026	5	INV	P	4,999.00	022826	313667 SIDEWALK REPAIRS, 4
				ACCOUNT TOTAL			4,999.00					
009672	638400				MOTOR VEHICLE EQ. R&M							
002646	DELK'S TIRE SALES AN		50318		0	2026	5	INV	P	23.25	022826	313563 TIRE REPAIR , UNIT
				ACCOUNT TOTAL			23.25					
				ORG 009672	TOTAL			13,555.61				
009673				W&S O&M-WATER PLANT DIVISION								
009673	513000				CHEMICALS							
002057	ADCOCK	POOLS AND SPA	298892		2601853	2026	5	INV	P	65.93	022826	313507 SHOCK TREATMENT FOR
002094	ALLIED	UNIVERSAL	COR	I3076213	2601883	2026	5	INV	P	1,225.00	022826	313514 MB2024-551: CHLORIN
002094	ALLIED	UNIVERSAL	COR	I3076214	2601883	2026	5	INV	P	1,960.00	022826	313514 MB2024-551: CHLORIN
002094	ALLIED	UNIVERSAL	COR	I3076215	2601883	2026	5	INV	P	1,715.00	022826	313514 MB2024-551: CHLORIN
002094	ALLIED	UNIVERSAL	COR	I3076216	2601883	2026	5	INV	P	1,225.00	022826	313514 MB2024-551: CHLORIN
									6,125.00			
003179	INDUSTRIAL	CHEMICALS	577667		2601236	2026	5	INV	P	4,511.02	022826	313601 SODIUM FLUOROSILICA
003179	INDUSTRIAL	CHEMICALS	577668		2601237	2026	5	INV	P	4,511.02	022826	313601 SODIUM FLUOROSILICA
									9,022.04			
				ACCOUNT TOTAL			15,212.97					
009673	604900				OTHER PROFESSIONAL SERV.							

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION
002288	BONNER	ANALYTICAL	TE	2602198	0	2026	5	INV	P	300.00	022826	313527 ROUTINE COLIFORM ,
002288	BONNER	ANALYTICAL	TE	2602223	0	2026	5	INV	P	60.00	022826	313527 COLIFORM, PLANT 1 W
002288	BONNER	ANALYTICAL	TE	2602252	0	2026	5	INV	P	60.00	022826	313527 COLIFORM, BROADWAY
002288	BONNER	ANALYTICAL	TE	2602342	0	2026	5	INV	P	30.00	022826	313527 COLIFORM TEST, WELL
002288	BONNER	ANALYTICAL	TE	2602343	0	2026	5	INV	P	30.00	022826	313527 COLIFORM TEST, NEW
										480.00		
ACCOUNT TOTAL										480.00		
009673	630000					GAS						
004321	SPIRE			G2026-02/09	0	2026	5	INV	P	20.00	022826	313690 SPIRE-(WILMUNT GAS)
ACCOUNT TOTAL										20.00		
009673	630500					ELECTRICITY						
003873	PEARL RIVER VALLEY	E		2026-02.05B	0	2026	5	INV	P	108.91	022826	313660 PEARL RIVER VALLEY-
ACCOUNT TOTAL										108.91		
009673	643000					UNIFORM RENT						
002471	CINTAS	CORPORATION	#	4259668586	0	2026	5	INV	P	308.62	022826	313545 SC#8200044758: UNIF
002471	CINTAS	CORPORATION	#	4260421835	0	2026	5	INV	P	270.83	022826	313545 SC#8200044758: UNIF
										579.45		
ACCOUNT TOTAL										579.45		
ORG 009673 TOTAL										16,401.33		
009676					W&S O&M-SEWER DIVISION							
009676	541500					SAND,CLAY,GRVL,FILL	DIRT					
004267	SOUTHEASTERN	CONCRET		1027	2601362	2026	5	INV	P	1,633.24	022826	313682 CRUSHED CONCRETE FO
ACCOUNT TOTAL										1,633.24		
009676	570000					MTR VEHICLE REP.	PTS/SPL					
048827	CARQUEST			012205	2601854	2026	5	INV	P	150.65	022826	313541 BATTERY FOR UNIT #
ACCOUNT TOTAL										150.65		
009676	630500					ELECTRICITY						
003700	MS POWER COMPANY			E2026- 2.17.2026	0	2026	5	INV	P	64.10	022826	313639 MISSISSIPPI POWER-1
004282	SOUTHERN PINE	ELECTR		E2026-02.16	0	2026	5	INV	P	768.54	022826	313686 SOUTHERN PINE ELECT
ACCOUNT TOTAL										832.64		
ORG 009676 TOTAL										2,616.53		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009677											
009677	513000										
002094	ALLIED UNIVERSAL	COR	I3075840		2601855	2026	5	INV P	9,789.30	022826	313514 MB2024-551: CHLORIN
002094	ALLIED UNIVERSAL	COR	I3075894		2601855	2026	5	INV P	11,308.68	022826	313514 MB2024-551: CHLORIN
									21,097.98		
									ACCOUNT TOTAL		21,097.98
009677	602500										
002346	BRUNINI GRANTHAM	GRO	284437		0	2026	5	INV P	148.50	022826	313536 RE:GENERAL - SSO
004599	WATKINS & EAGER		445875		0	2026	5	INV P	10,129.50	022826	313711 RE:ENVIRONMENTAL MA
									ACCOUNT TOTAL		10,278.00
009677	630500										
003873	PEARL RIVER VALLEY	E	2026-02.05B		0	2026	5	INV P	41.57	022826	313660 PEARL RIVER VALLEY-
									ACCOUNT TOTAL		41.57
009677	638000										
003348	L & A CONTRACTING	CO	483-317		0	2026	5	INV P	40,763.04	022826	313618 MB2024-1088: LAGOON
048129	APGN INC		23161		0	2026	5	INV P	31,775.00	022826	313516 MB2023-224:MAINTENA
									ACCOUNT TOTAL		72,538.04
									ORG 009677 TOTAL		103,955.59
	FUND 009	WATER & SEWER OPERATION/MAINT.							TOTAL:		145,816.79

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
011000				WATER & SEWER BALANCE SHEET							
011000	115000			COLLECTION FEES							
002058	ADELA INC	040201490000	1/26	0	2026	5	INV	P	1,172.79	022826	313508 WATER COLLECTION FE
ACCOUNT TOTAL									1,172.79		
ORG 011000 TOTAL									1,172.79		
011001				WATER & SEWER REVENUES							
011001	360001			RESIDENTIAL WATER-NO TAX							
051369	PATRICIA RUSSELL	76638		0	2026	5	INV	P	11.34	022826	313655 UB 1971 403 11TH
051431	DARRAS, THOMAS 1	76196		0	2026	5	INV	P	1,031.86	022826	313559 UB 18100 106 LAKELA
051547	REMAX	76616		0	2026	5	INV	P	60.55	022826	313669 UB 9314 415 21ST
051701	DAVID OTT	76626		0	2026	5	INV	P	63.66	022826	313562 UB 8876 304 MILLER
052037	WELLS, GAVIN	76641		0	2026	5	INV	P	11.34	022826	313712 UB 9752 118 MONTAGU
052076	G & C FUNDING, LLC	76637		0	2026	5	INV	P	69.66	022826	313584 UB 1784 1305 ADELIN
052188	SOUTHGATE 1700	76642		0	2026	5	INV	P	11.34	022826	313689 UB 21118 42 PINE BA
052197	CREI-HATTIESBURG, LL	76307		0	2026	5	INV	P	5,202.20	022826	313557 UB 18772 105 DOLEAC
052202	EMILY M ROBISON	76617		0	2026	5	INV	P	11.34	022826	313573 UB 2896 803 PINEVIE
052203	NAPIER, NATHANIEL	76618		0	2026	5	INV	P	11.34	022826	313646 UB 4937 811 MONTE RR
052204	VALDEZ, SARA	76619		0	2026	5	INV	P	63.66	022826	313705 UB 7433 107 SOUTHER
052205	ALLEN BASS	76620		0	2026	5	INV	P	11.34	022826	313513 UB 1955 301 10TH
052206	SIGMA	76621		0	2026	5	INV	P	152.36	022826	313677 UB 10780 3608 CAMPB
052207	WILLIAM RYAN JR	76622		0	2026	5	INV	P	11.34	022826	313716 UB 7272 123 BROOKWO
052209	PAUL MONTGOMERY	76624		0	2026	5	INV	P	11.34	022826	313657 UB 15126 1005 COUNT
052210	NIKKI MIKELL	76625		0	2026	5	INV	P	75.00	022826	313648 UB 19400 209 UNETTA
052211	PACE, STACIE	76627		0	2026	5	INV	P	9.34	022826	313651 UB 4906 2910 MAGNOL
052212	LOMBARDO, ALISON	76628		0	2026	5	INV	P	9.34	022826	313623 UB 6205 3206 BROOKW
052213	GORY, KAITLYN	76629		0	2026	5	INV	P	5.34	022826	313589 UB 7450 102 SOUTHER
052214	WAGNER, WILLIE	76630		0	2026	5	INV	P	11.34	022826	313706 UB 9819 300 7TH
052215	DAVID FULLER	76631		0	2026	5	INV	P	75.00	022826	313560 UB 9156 909 QUINN

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR									
052216 SMITH, JULIANNA	76632		0	2026	5	INV P	11.34 022826	313680 UB	10018 725 NORTHI
052218 LIDDELL, CHELSEY	76634		0	2026	5	INV P	11.34 022826	313621 UB	9188 1803 MABLE
052219 DEVIN LAWRENCE	76635		0	2026	5	INV P	11.34 022826	313566 UB	5208 2913 WILLIA
052220 DAVID MCMILLEN	76636		0	2026	5	INV P	63.66 022826	313561 UB	13747 517 SOUTHE
052221 TIMOTHY YOUNG	76639		0	2026	5	INV P	11.34 022826	313698 UB	8567 127 MELROSE
052222 ELLEN SYNAJIE	76640		0	2026	5	INV P	11.34 022826	313571 UB	10038 1612 7TH
ACCOUNT TOTAL							7,040.39		
011001 360002									
052208 FIRST PLACE FOR YOUT	76623		0	2026	5	INV P	74.71 022826	313579 UB	7059 115 THORNHI
052217 DEPOT KITCHEN AND MA	76633		0	2026	5	INV P	51.71 022826	313564 UB	18538 115 WALNUT
ACCOUNT TOTAL							126.42		
011001 363002									
051547 REMAX	76616		0	2026	5	INV P	25.79 022826	313669 UB	9314 415 21ST
ACCOUNT TOTAL							25.79		
ORG 011001 TOTAL							7,192.60		
FUND 011 WATER & SEWER FUND							TOTAL:	8,365.39	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S		WARRANT	CHECK	DESCRIPTION	
072201								MUN.ROAD&BRIDGE-STREET DIV	
072201	723043							MDOT-MARTIN LUTHER KIN	
004197	SHOWS DEARMAN & WAIT 27702	0	2026	5	INV P	1,070.00	022826	313676	RECONSTRUCTION MART
					ACCOUNT TOTAL	1,070.00			
					ORG 072201 TOTAL	1,070.00			
FUND 072 MUNICIPAL ROAD & BRIDGE						TOTAL:	1,070.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
073570				MASS TRANSIT-TRANSPORTATION						
073570	606000			TELEPHONE AND TELEGRAPH						
051742	C SPIRE - CELL PHONE	3001031910	JAN 2026	0	2026	5	INV P	810.80	022826	313540 SC# 382C SPIRE BIL
				ACCOUNT TOTAL				810.80		
073570	638501			BUS EQUIP R&M-FIXED ROUTE						
050656	MS COAST TRANSPORT	INV-1446551762	2601322	2026	5	INV P		7,491.50	022826	313630 TARE DOWN/REPAIR
				ACCOUNT TOTAL				7,491.50		
073570	687000			CUSTODIAL SERVICE						
050404	PRECIOUS TATE JASPER 1D		2600808	2026	5	INV P		311.87	022826	313664 TWO-QUOTE JANITORIA
				ACCOUNT TOTAL				311.87		
				ORG 073570			TOTAL	8,614.17		
				FUND 073			MASS TRANSIT FUND			
							TOTAL:	8,614.17		

YEAR/PERIOD: 2026/5 TO 2026/5													
ACCOUNT/VENDOR					INVOICE		PO	YEAR/PR		TYP S	WARRANT	CHECK	DESCRIPTION
075695					W&S CONSTR.-CAPITAL PROJECTS								
075695 601500					ENGINEERING								
004197	SHOWS	DEARMAN & WAIT	27690	0	2026	5	INV	P	6,745.00	022826	313676	FILE#2025-1149 HWY	
004197	SHOWS	DEARMAN & WAIT	27744	0	2026	5	INV	P	8,200.00	022826	313676	MB 2018-288-289 INF	
004197	SHOWS	DEARMAN & WAIT	27745	0	2026	5	INV	P	11,020.00	022826	313676	MB 2021-399 W 7TH S	
004197	SHOWS	DEARMAN & WAIT	27746	0	2026	5	INV	P	22,010.00	022826	313676	MB 2022-286 UNIFIED	
004197	SHOWS	DEARMAN & WAIT	27747	0	2026	5	INV	P	7,697.96	022826	313676	MB 2022-44 LINCOLN	
004197	SHOWS	DEARMAN & WAIT	27748	0	2026	5	INV	P	10,272.50	022826	313676	MB 2022-44 INNSWOOD	
004197	SHOWS	DEARMAN & WAIT	27749	0	2026	5	INV	P	12,747.50	022826	313676	MB 2022-45 W 7TH N2	
004197	SHOWS	DEARMAN & WAIT	27752	0	2026	5	INV	P	2,055.00	022826	313676	FILE 2025-1149 HWY	
004197	SHOWS	DEARMAN & WAIT	27753	0	2026	5	INV	P	170.00	022826	313676	MB 2012-1/34 GENERA	
									80,917.96				
ACCOUNT TOTAL									80,917.96				
075695 722099					PROGRAMMED SEWER PROJ.								
004197	SHOWS	DEARMAN & WAIT	27750	0	2026	5	INV	P	1,007.50	022826	313676	MB 2022-436 CITY WI	
ACCOUNT TOTAL									1,007.50				
ORG 075695 TOTAL									81,925.46				
FUND 075 WATER&SEWER CONSTRUCTION FUND					TOTAL:				81,925.46				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
077650				COMMUNITY CTR-ADMIN/GENERAL							
077650	510000			CLEANING/JANITORIAL SPLY							
048909	BRADY COMPANIES, LLC	11256064		2601669	2026	5	INV	P	525.97	022826	313531 JANITORIAL SUPPLIES
				ACCOUNT TOTAL					525.97		
077650	560500			ELECTRICAL SUPPLIES							
003543	MCELHANEY PLUMBING I	318588		2601931	2026	5	INV	P	7.80	022826	313626 AC REPAIR CAP FOR U
				ACCOUNT TOTAL					7.80		
077650	565000			PAINT AND PAINTING SPLY.							
004176	SHERWIN-WILLIAMS COM	2171-4		2601756	2026	5	INV	P	266.43	022826	313675 ARTS CENTER PAINT;
				ACCOUNT TOTAL					266.43		
077650	606000			TELEPHONE AND TELEGRAPH							
051742	C SPIRE - CELL PHONE	3001031910	JAN 2026	0	2026	5	INV	P	90.64	022826	313540 SC# 382C SPIRE BIL
				ACCOUNT TOTAL					90.64		
077650	630000			GAS							
004321	SPIRE	G2026-03	FEB	0	2026	5	INV	P	1,319.68	022826	313690 SPIRE(WILMUT GAS) V
				ACCOUNT TOTAL					1,319.68		
077650	635000			BUILDING R&M							
052146	FORTNER FIRE	379		2601652	2026	5	INV	P	4,733.00	022826	313582 TWO QUOTE - REPAIR
				ACCOUNT TOTAL					4,733.00		
077650	638000			FIXED EQUIPMENT R&M							
003256	JOHNSON CONTROLS, IN	42060908		0	2026	5	INV	P	770.90	022826	313611 RECURRING SRV 02.01
003681	MS FIRE & SAFETY OF	094079		0	2026	5	INV	P	159.00	022826	313631 CULTURAL CENTER FIR
003681	MS FIRE & SAFETY OF	094081		0	2026	5	INV	P	89.00	022826	313631 SERV CERTF FOR FIRE
003681	MS FIRE & SAFETY OF	094084		0	2026	5	INV	P	259.00	022826	313631 SERV CERTF FIRE EQU
									507.00		
				ACCOUNT TOTAL					1,277.90		
077650	643000			UNIFORM RENT							
002471	CINTAS CORPORATION #	4255179438		0	2026	5	INV	P	133.99	022826	313545 UNIFORM RENTAL FOR
002471	CINTAS CORPORATION #	4255929799		0	2026	5	INV	P	85.19	022826	313546 UNIFORM RENTAL FOR
002471	CINTAS CORPORATION #	4256686736		0	2026	5	INV	P	85.19	022826	313546 UNIFORM RENTAL FOR
002471	CINTAS CORPORATION #	4257422002		0	2026	5	INV	P	85.19	022826	313546 UNIFORM RENTAL FOR
002471	CINTAS CORPORATION #	4258166270		0	2026	5	INV	P	85.19	022826	313546 UNIFORM RENTAL FOR
002471	CINTAS CORPORATION #	4258915018		0	2026	5	INV	P	82.54	022826	313546 UNIFORM RENTAL FOR
002471	CINTAS CORPORATION #	4259668805		0	2026	5	INV	P	80.15	022826	313546 UNIFORM RENTAL FOR
002471	CINTAS CORPORATION #	4260422247		0	2026	5	INV	P	80.15	022826	313546 UNIFORM RENTAL COMM

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							717.59		
						ACCOUNT TOTAL	717.59		
						ORG 077650 TOTAL	8,939.01		
FUND 077	COMMUNITY CENTERS'	FUND				TOTAL:	8,939.01		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5		INVOICE		PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION	
079605		COVID FISCAL	RECOVERY EXPENSES							
079605	721505		INSWOOD DRAINAGE-MCWI							
051318	GLYNN W LEONARD, INC	PAY EST NO 8	0	2026	5	INV P	122,960.53	022826	313588	MB 2023-181 INNSWOO
			ACCOUNT TOTAL				122,960.53			
079605	729564		W 7TH N 25TH & GRACE AVE							
004389	T. L. WALLACE CONSTR	PAY EST NO 4	0	2026	5	INV P	350,088.70	022826	313695	MB 2023-180 W 7TH N
			ACCOUNT TOTAL				350,088.70			
079605	729566		W 7TH ST INFRA MCWI							
002915	GRADY CRAWFORD CONST	PAY EST # 4	0	2026	5	INV P	1,109,577.98	022826	313591	MB 2023-86 W 7TH ST
			ACCOUNT TOTAL				1,109,577.98			
079605	729568		LINCOLN RD DETENTION FA - MCWI							
004579	WALTERS CONSTRUCTION	PAY EST NO 9	0	2026	5	INV P	85,489.50	022826	313707	MB 2023-100 LINCOLN
			ACCOUNT TOTAL				85,489.50			
			ORG 079605	TOTAL			1,668,116.71			
FUND 079 COVID FISCAL RECOVERY FUNDS							TOTAL:		1,668,116.71	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION
082285				CDBG-ENTITLEMENTS							
082285 501000				OTHER EXPENDABLE OFF.SPL							
004328	STAPLES	6045468049		2600266	2026	5	INV P	23.29	022826	313692	OFFICE SUPPLIES - C
ACCOUNT TOTAL								23.29			
082285 641000				OFFICE EQUIPMENT RENT							
004057	RJ YOUNG COMPANY	INV7903821		0	2026	5	INV P	234.03	022826	313672	MB2025-331 COMMUNIT
ACCOUNT TOTAL								234.03			
				ORG 082285	TOTAL			257.32			
FUND 082 COMMUNITY DEVELOP. BLOCK GRANT				TOTAL:				257.32			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5												
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
086300				SPEC SALES TAX/RECREATION MAIN								
086300 725002				ART CENTER BFA GRANT PROJ								
051951 JAY-VAN COMPANY				HCAC RENO #4 & FINAL 0		2026	5	INV	P	17,250.00	022826	313607 MB 2023-372 HCAC RE
				ACCOUNT TOTAL						17,250.00		
				ORG 086300		TOTAL				17,250.00		
FUND 086				SPEC SALES TAX-P&R/UNIV IMPROV				TOTAL:		17,250.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR		TYP	S	WARRANT	CHECK	DESCRIPTION
087601				INDUSTRIAL	PK-G.O.ACQUISITIONS						
087601 600500					ADMINISTRATIVE FEE						
002143	AREA DEVELOPMENT	PAR	1420	0	2026	5	INV	P	875.00	022826	313517 ADMIN FEE QE 3/31/2
ACCOUNT TOTAL									875.00		
087601 602500					LEGAL						
004171	SHEMPER, MICHAEL J	P	236	0	2026	5	INV	P	600.00	022826	313674 SERVICES RENDERED T
004677	WISE CARTER CHILD &		277570	0	2026	5	INV	P	1,292.50	022826	313717 SERVICES RENDERED T
ACCOUNT TOTAL									1,892.50		
ORG 087601 TOTAL									2,767.50		
FUND 087		INDUSTRIAL PARK DEVELOPMENT				TOTAL:		2,767.50			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/5 TO 2026/5										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
088603			PUBLIC SAFETY/REC CONSTRUCTION							
088603 729599			MISC.OTHER IMPROVEMENTS							
002930	GRAY BUILDERS	2504652	2504652	2026	5	INV P	14,750.00	022826	313592	2- QUOTE MLK / HALL
003228	JACKSON, TULLOS & RO	17727	0	2026	5	INV P	550.00	022826	313606	FN 2026-29 GORDON C
ACCOUNT TOTAL							15,300.00			
ORG 088603 TOTAL							15,300.00			
FUND 088 PUBLIC SAFETY/REC CONSTRUCTION TOTAL:							15,300.00			

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City of Hattiesburg, MS
A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
001	General Fund		512,632.23
002	PARKS & RECREATION FUND		45,065.45
005	HATT.MUNICIPAL FIRE PROTECTION		14,347.45
009	WATER & SEWER OPERATION/MAINT.		145,816.79
011	WATER & SEWER FUND		8,365.39
072	MUNICIPAL ROAD & BRIDGE		1,070.00
073	MASS TRANSIT FUND		8,614.17
075	WATER&SEWER CONSTRUCTION FUND		81,925.46
077	COMMUNITY CENTERS' FUND		8,939.01
079	COVID FISCAL RECOVERY FUNDS		1,668,116.71
082	COMMUNITY DEVELOP. BLOCK GRANT		257.32
086	SPEC SALES TAX-P&R/UNIV IMPROV		17,250.00
087	INDUSTRIAL PARK DEVELOPMENT		2,767.50
088	PUBLIC SAFETY/REC CONSTRUCTION		15,300.00
801	CLAIMS FUND	2,530,467.48	
TOTAL		2,530,467.48	2,530,467.48

** END OF REPORT - Generated by Nacosia Mark **