Tuesday, May 19, 2026	City Council	Council Chambers
5:00 PM	Tuesday Meeting Agenda	200 Forrest Street

Call to Order

Prayer and Pledge of Allegiance

Presentation Agenda

Confirmation or Adjustment of the Agenda

Approval of Minutes for the May 5 & 6, 2026 meetings of the City Council.

POLICY AGENDA

1. **2026-271** Take from the Table: Adopt an Ordinance to vacate a 150ft portion of an alley between Walnut and Court Street, more specifically between 409 and 407 Court Street in the Hattiesburg Historic Neighborhood (Ward 4, Forrest County). The Planning Commission voted to recommend denial on April 1, 2026. This item was appealed on April 7th, 2026. *(Tabled at the May 5, 2026, Council Meeting)*

2. **2026-368** Adopt an ordinance for a zoning change from A-1 to A-2 for a property located at 18 Classic Drive (PPIN 9514, Forrest County, Ward 1). The Hattiesburg Planning Commission voted to recommend approval on May 6th, 2026.

3. **2026-369** Accept the Planning Commission's recommendation to approve a preliminary plat for a major subdivision for a property located at 18 Classic Drive (PPIN 9514, Forrest County, Ward 1).

4. **2026-366** Accept the Planning Commission's recommendation to approve the conditional use request for dustless gravel for outdoor equipment storage (LDC 7.12.10.4) for a property located at 1725 Byron Street (PPIN 23329, Forrest County, Ward 5) with the following added conditions:

- To require R-3 Zoning Buffer Requirements for landscaping around the property (LDC Table 7.11.13).
- That the inoperable vehicles be removed within 2 months,

- that the approval of their Business License be contingent upon meeting all these conditions.

5. **2026-371** Accept the Board of Adjustment's recommendation to approve the following variances at a B-5 zoned property located at 1725 Byron Street (PPIN 23329, Forrest County, Ward 5).

- A variance from the fence height requirement of a maximum of 4ft in a front yard to instead allow for 8ft.
- A variance from the requirement of the maximum outdoor equipment storage space of 50% of the side and rear lot area to instead allow for 100%.

6. **2026-367** Accept the Planning Commission's recommendation to approve the conditional use request for "automotive sales and rentals" for a property located at 1601 Corinne Street (PPIN 17592, Forrest County, Ward 4) with the following added condition: To require R-3 Zoning Buffer Requirements for landscaping around the property (LDC Table 7.11.13).

7. **2026-370** Accept the Board of Adjustment's recommendation to approve the following variances for a proposed subdivision and house construction for an R-1C zoned property on the corner of Miller Street and Stadium Drive (PPIN 26645, Ward 4, Forrest County).

- Lot 1 (north)
  - Variance from the minimum lot size requirement of 5000sqft to allow 2100sqft
  - Variance from the minimum front setback requirement of 20ft to allow for 17ft
  - Variance from the minimum side setback requirement of 10ft to allow for 2.5ft
  - Variance from the minimum side setback requirement of 10ft to allow for 2.5ft
  - Variance from the minimum rear setback requirement of 25ft to allow for 20.5ft
  - Variance from the maximum impervious surface lot coverage requirement of 50% to allow for 52%
- Lot 2 (south)
  - Variance from the minimum lot size requirement of 5000sqft to allow 2100sqft
  - Variance from the minimum front setback requirement of 20ft to allow for 17ft
  - Variance from the minimum front setback requirement of 20ft to allow for 2.5ft
  - Variance from the minimum side setback requirement of 10ft to allow for 2.5ft
  - Variance from the maximum impervious surface lot coverage requirement of 50% to allow for 52%

8. **2026-373** Accept the Board of Adjustment's recommendation for approve a variance from the maximum two-way driveway width of 24ft to allow for 50ft for a property located at 4879 Hwy 49 (PPINs 27634, 27635, 27636, Forrest County, Ward 5).

9.	**2026-376**	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.
10.	**2026-377**	Adopt a Resolution setting Public Hearing on Monday, June 15th, 2026 at 4:00 p.m. in the City Council Chambers located at City Hall to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.
11.	**2026-374**	Adopt a Resolution authorizing submission of a grant application to the Mississippi Department of Wildlife, Fisheries, and Parks Land and Water Conservation Fund Program, and approve commitment of local matching funds.
12.	**2026-378**	Approve advertising sponsorship for 2026 Star Spangled Celebration on the River, July 2, 2026, in accordance with Mississippi 17-3-1, in the amount of $9,800.00, and authorize issuance of manual check for the same.
13.	**2026-381**	Approve the Subrecipient Agreement with Breakthrough Community Services, Inc. in response to the City's Public Services Request for Proposals for 2025/26 CDBG Public Service funding, not to exceed $25,000. The program will provide utility assistance to eligible low-to-moderate income elderly households age 62 and older in accordance with HUD CDBG Public Services requirements.
14.	**2026-350**	Approve a Sponsorship Agreement between the City of Hattiesburg and the Hattiesburg Concert Association in accordance with MS Code Section 17-3-1, for advertising and promoting the City of Hattiesburg through events such as FestivalSouth in an amount not to exceed $35,000.00. Authorize issuance of manual check for the same.
15.	**2026-362**	Declare and approve a sole source purchase for ten (10) Motorola Solutions WatchGuard Mobile Video Equipment and a 5-year software warranty in the amount of $88,478.00.
16.	**2026-384**	Authorize the disposal of Council Agenda Files dated from December 7, 2020, through May 17, 2022, in accordance with Ordinance #3342 and the State of Mississippi Records Retention Schedule for Municipalities General Schedule as provided for in MS Code Ann. § 21-15-37.
17.	**2026-379**	Authorize submission of a grant application to Cincinnati Children's Hospital Medical Center for the Buckle Up for Life Community Grant and Gift of Safety to purchase and distribute car seats to families within the City of Hattiesburg; and authorize the Mayor to execute the same. No match is required.
18.	**2026-349**	Acknowledge the request for renewal of an appropriation from the Southern Mississippi Symphony Orchestra and the Arts Institute of Mississippi in the amount of $30,000.00 for the 2025-2026 fiscal year and authorize issuance of a manual check for the same.

19. **2026-380** Acknowledge bids received on May 7th,2026 for the Fourth St Improvements Phase IV (38th to 34th) and accept bid from R&J Construction as the best and lowest bid and authorize the Mayor to execute contracts upon preparation.

20. **2026-385** Authorize the mayor to execute the related documents between the City of Hattiesburg and Precision Communications, Inc. for bi-annual services associated with the city's tornado siren system in the amount of $11,810.00.

21. **2026-388** Authorize the Mayor to enter negotiations with and execute a Professional Services Agreement and related documents between the City of Hattiesburg and Allen Engineering and Science, for Municipal Separate Storm Sewer System (MS4) engineering consultant services, pursuant to the Request for Qualifications conducted by the city.

ROUTINE AGENDA

1. **2026-389** Acknowledge receipt of request filed by Louis Gagnet to appeal the Hattiesburg Planning Commission's action on the petitions filed by The Housing Authority for the City of Hattiesburg/Judy Mellard, Applicants, to close a portion of Kamper Street between Briarfield Street and E 2nd Street and a portion of E 3rd Street between Ryan Street and Gordon Street (Ward 2, Forrest County) and to alter a platted subdivision known as the Hardy and Scott Survey of the City of Hattiesburg Subdivision and request approval for a preliminary plat (Ward 2, Forrest County). The Hattiesburg Planning Commission voted to recommend approval of the petition on May 6th, 2026. Set a public hearing before the City Council on June 15, 2026, at 4:00 pm, and authorize the publication of a Public Notice setting an Appeal Public Hearing.

2. **2026-365** Acknowledge the Hattiesburg Planning Commission's decision to approve a variance from Article 6, Section E of the Flood Ordinance, which states that qualifying historic structures may apply for a flood variance from the requirement to elevate or flood-proof the structure, for a structure at 213 Main Street (PPIN 18526, Forrest County, Ward 4).

3. **2026-375** Approve and authorize issuance of manual checks for CDBG/HOME Claims per attached.

4. **2026-386** Acknowledge receipt of two quote bids for the bids for the City of Hattiesburg Parking Garage Gutter Replacement Project and accept the bid of Eddie Pearson Roofing in the amount of $52,365.00 as the best bid received (two-quote bids for construction)

5. **2026-387** Approve claims docket for the period ending May 15, 2026.

In Memoriam:

- **Mr. Gerald S. Britt**

Meeting Adjourn

Memorandum

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

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

cc: **Ann Jones**

Date: **Tuesday, May 19, 2026**

Re: **Take from the Table: Adopt an Ordinance to vacate a 150ft portion of an alley between Walnut and Court Street, more specifically between 409 and 407 Court Street in the Hattiesburg Historic Neighborhood (Ward 4, Forrest County). The Planning Commission voted to recommend denial on April 1, 2026. This item was appealed on April 7th, 2026.** ***(Tabled at the May 5, 2026, Council Meeting)***
File Number: 2026-271
Minute Book #

Summary

An Ordinance to vacate a 150ft portion of an alley between Walnut and Court Street, more specifically between 409 and 407 Court Street in the Hattiesburg Historic Neighborhood (Ward 4, Forrest County).

The Planning Commission voted to recommend denial on April 1, 2026. This item was appealed on April 7th, 2026.

(Tabled at the May 5, 2026, Council Meeting)

Recommendation Statement

The Planning Commission voted to recommend denial at the April 1, 2026, meeting. This item was appealed on April 7, 2026.

Please place this on the May 19, 2026 City Council meeting for consideration.

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: MARILYN C. LIVINGSTON **Project Name:** ALLEY CLOSURE 409-407 COURT

Municipal Address of Site: 409 COURT STREET **PPIN #:** 18690

Parcel Number(s): 2-029P-10-355.00 , 2-029P-10-354.00 18691

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: R-1B	Historic District: H'burg Historic	Flood Zone: X	Ward: ☐1 ☐2 ☐3 ☒4 ☐5
Project Number: STCL-0226-0004			Received:
PPIN # or Parcel #: 18690			

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.

Public Hearing Fees	
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: MARILYN C. LIVINGSTON **Signature:** Marilyn C Livingston

Updated Version 05/22/2025

FOR STREET/ALLEY RENAMING, CLOSING, OR VACATING

1. Indicate the specific request(s):

   ☐ Street ☒ Alley ☐ Closing ☒ Vacating ☐ Naming ☐ Renaming

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

   UNNAMED ALLEY RUNS E-W BETWEEN COURT & WALNUT 400 BLK

3. Proposed name of street/alley to be named/renamed (If Applicable):

   150 FEET FROM COURT ST. to END OF PROPERTY AT 407 COURT.

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

   ASKING APPROX. 40% OF ALLEY to BE CLOSED BETWEEN 409 & 407 COURT / REMAINDER OF ALLEY STILL AVAILABLE FOR TRAVEL FROM WALNUT to SACRED HEART PARKING & EXIT

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

   _____

   _____

   _____

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

Type of Land Use of adjacent development	Number of properties adjacent to the existing street	Number of property owners adjacent to the existing street	Number of residents affected by the change of address
Businesses			
Residences	4	4	2
Apartments			
Churches/Schools	1	1	
Other			

Any Additional Information: _____

_____

_____

7. Describe the effect the proposed change will have on existing development and the transportation system within the affected area: The change will lessen the traffic flow cutting through to avoid traffic light and school zone. All night traffic which travels close to both properties. There is a lot of foot traffic and dog walkers who cut through our yards and let their dogs relieve themselves in our yards. Heavy equipment vehicles like to use the alley as a cut through and have caused a lot of damage to Road.

8. Have applications for zoning, variance, building permit, or other applications been filed?
☑ Yes (If so, provide reference #s and dates: 1-29-26)
☐ No

9. Acknowledgement of property owners affected by the street/alley renaming. Include all names and addresses. Please attach these as additional page(s).

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

→ The only property owners affected by the closing of the portion of alley would be Marilyn Livingston, 409 Court St. and Wanda Hope Bald, 407 Court St.

I spoke to the Pastor of Sacred Heart, Father Sergio, with our intentions and he said he did not have a problem with closing that portion to keep our property more private + safe.

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

407 & 409 Court ST
Street Address City State

on this the 4 day of feb, 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.

Marilyn C. Livingston

on this the 4 day of feb, 2026.

Wanda Hope Bald
Property Owner (Print)

Wanda Hope Bald
Property Owner (Signature)

STATE OF Mississippi

COUNTY OF Forrest

Personally came and appeared before me, the within named
Wanda Hope Bald,
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 4th day of February, 2026.

Daja Arrington
NOTARY PUBLIC

My Commission Expires:
March 24th, 2029

STATE OF MISSISSIPPI DAJA ARRINGTON NOTARY PUBLIC FORREST COUNTY My Commission expires March 24, 2029 Commission number 494697

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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

407 & 409 COURT STREET, HATT. MS

Street Address City State

on this the 4th day of FEB, 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.

WANDA HOPE RALD

on this the 4th day of FEB, 2026

MARILYN C. LIVINGSTON

Property Owner (Print)

Marilyn C. Livingston

Property Owner (Signature)

STATE OF Mississippi

COUNTY OF Forrest

Personally came and appeared before me, the within named Marilyn C. Livingston, 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.

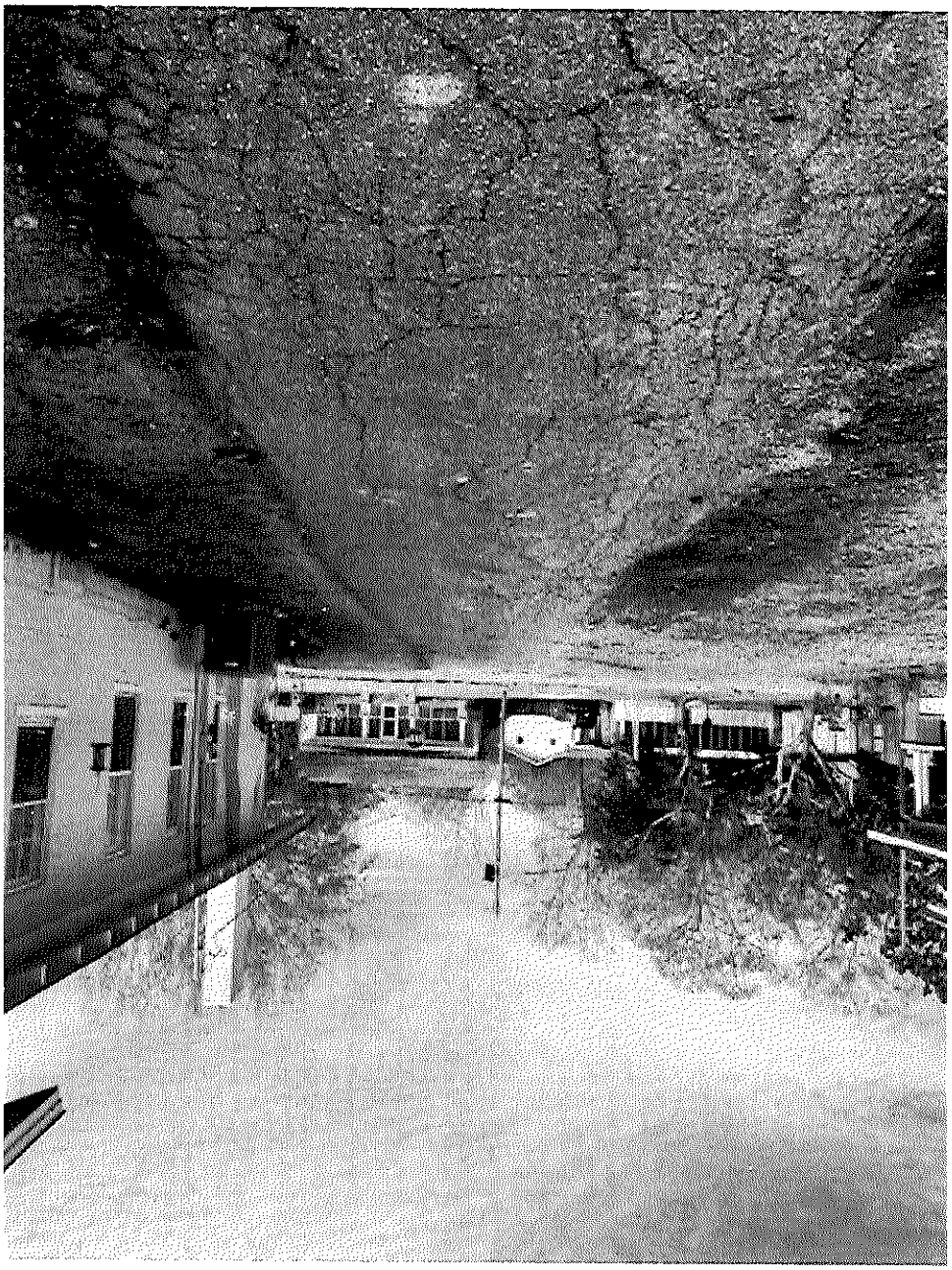
GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 4th day of February, 2026.

NOTARY PUBLIC

My Commission Expires:

March 24th, 2029

STATE OF MISSISSIPPI DAIJA ARRINGTON NOTARY PUBLIC FORREST COUNTY My commission expires March 24, 2029 Commission number 4946887



Prepared by:
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Hattiesburg, MS 39404-5517
(601) 264-3309

STATE OF MISSISSIPPI
COUNTY OF FORREST

WARRANTY DEED

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

HOLDFAST PROPERTIES, LLC
A Mississippi Limited Liability Company
409 Magnolia St
Hattiesburg MS 39401
Telephone: (601-310-4903

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

Wanda Hope Bald, a single woman
120 RUE Holiday
Slidell, LA 70461
Telephone: 985-774-8007

the following described real property lying and being situated in Forrest County, Mississippi, and being more particularly described as follows, to-wit:

SEE EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS IF FULLY COPIED AND SET OUT AT LENGTH IN WORDS AND FIGURES HEREIN.

INDEXING INSTRUCTIONS: South 50 ft of Lots 9, 10 and 11, Block 75, Kamper and Whinnery Survey, City of Hattiesburg, Forrest County, Mississippi.

This conveyance and the warranty hereof is subject to any and all prior and outstanding leases, exceptions, reservation and/or conveyances of oil, gas and/or other minerals and any geothermal energy resources lying in, on and under the above described real property.

This conveyance and the warranty hereof is subject to any environmental condition existing upon the subject property which would cause said property to be in violation of any State and/or Federal Environmental Protection Act.

This conveyance and the warranty hereof is subject to any and all other easements and rights-of-way, whether of record or of use, which affect the real property hereby conveyed.

This conveyance and the warranty hereof is subject to any and all Covenants and Restrictions of record.

All County and State ad valorem taxes for the current year shall be prorated between Grantor and Grantee and paid by Grantee.

WITNESS THE SIGNATURE of the Grantors on this, the 13 day of February, A.D., 2025.

HOLDFAST PROPERTIES, LLC
A Mississippi Limited Liability Company

Jason Brown, Member

Shelley Brown, Member

STATE OF MISSISSIPPI
COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 13 day of February, 2025 within my jurisdiction, the within named **Jason Brown and Shelley Brown,** who acknowledged that they are the Members of **Holdfast Properties, LLC**, a Mississippi Limited Liability Company, and that for and on behalf of the said company, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said company to do so.

Melissa A Brannon
NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 93642 MELISSA A. BRANNON Commission Expires July 19, 2025 SMITH COUNTY

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EXHIBIT "A"

The property located at 407 Court Street, Hattiesburg, Mississippi and described as the South 50 feet of Lots 9, 10 and 11 in Block 75 of the Kamper and Whinnery Survey of the City of Hattiesburg, MS, together with all improvements and appurtenances thereunto belonging.

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged and confessed, I, the undersigned, MARILYN C. LIVINGSTON of 409 Court Street, Hattiesburg, Forrest County, Mississippi, 39401, Telephone Number (601)545-7326, do hereby grant, bargain, sell, convey, and warrant unto MARILYN C. LIVINGSTON and her husband, KELLY B. LIVINGSTON, of 409 Court Street, Hattiesburg, Forrest County, Mississippi, 39401, Telephone Number (601)545-7326, as an estate by the entirety with full rights of survivorship and not as tenants in common, the following described real property, lying and being situated in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows, to-wit:

GL J R
B&P 9 SL

Lots Seven (7) and Eight (8), Block 75, KAMPER AND WHINNERY SURVEY, Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk at the Courthouse in Hattiesburg, Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Subject to any and all valid outstanding oil, gas, and mineral leases heretofore excepted from this instrument.

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WITNESS MY SIGNATURE On this, the 8th day of ~~January~~ February, A. D., 1988.

Marilyn C. Livingston
MARILYN C. LIVINGSTON

STATE OF MISSISSIPPI

COUNTY OF FORREST

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the above named County and State, the within named, MARILYN C. LIVINGSTON, who acknowledged that she signed, executed, and delivered the above and foregoing Special Warranty Deed on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this, the 8th day of ~~January~~ February, A. D., 1988.

Jimmy C. Howard
NOTARY PUBLIC
By: Diane L. Zachary D.C.

MY COMMISSION EXPIRES:

Jan. 4, 1992

URBAN DEVELOPMENT
PLANNING DIVISION

PRE-APPLICATION MEETING SUMMARY NOTES
Meeting Date: Thursday, January 29, 2026
Pre-App Number: 0126-1094

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), Russell Archer (Historic Planner)

STATUS: **SUBMIT FOR PUBLIC HEARING**

Project: Alley Closure

Address: 409 Court Street

Presented by: Marilyn Livingston and Hope Ball

Use Designation: Single Family Residential

PPIN: 18690

Flood Zone: X

Historic District: N/A

Elevation Certificate Required: No

County: Forrest

Ward: 4

Construction type: Other

Zoning: R-1B

Estimated Cost: TBD

Project Summary:

- Applicant Summary
  - Seeing a lot of traffic and seeing a lot of deterioration of the alley due to construction and heavier traffic.
  - Wanting to close the alley at the back of the property at 407 Court Street to the exit of Court Street. If the alley is not closed, the applicants want the city to repair it.
- Planning
  - Closing a street or alley requires a public hearing with the Hattiesburg Planning Commission
    - Planning Commission will make a recommendation to City Council, and then the City Council will make a final decision.
  - When streets are abandoned, the property owners on each side get half of the property of the closed street.
- Building
  - No comments at this meeting.
- Engineering
  - Engineering to talk to public works to look at the drain situation on the alley.
  - No water or sewer utility lines down the alley.
    - Unsure about gas or fiber utility lines.
- Fire
  - No comments at this meeting.

NEXT STEPS:

- Additional information
  - Public Hearing Information:
    - April Dates:

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.

        - Application Deadline: February 23, 2026, at 5:00 pm
        - Public Hearing Date: April 1, 2026, at 1:00 pm
    - May Dates:
        - Application Deadline: March 30, 2026, at 5:00 pm
        - Public Hearing Date: May 6, 2026, at 1:00 pm
    - Staff recommendation to talk to the neighborhood association to let them know what is going on before the public hearing signs are posted.
        - Staff recommendation to also talk to the Councilman for Ward 4- Dave Ware
- 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.

URBAN DEVELOPMENT
PLANNING DIVISION

Quick Facts:

Applicant:

Marilyn C Livingston

Address:

409/407 Court Street

Historic District:

Hattiesburg Historic Neighborhood

Overlay District(s):

Historic Overlay

Flood Zone:

X

Ward:

4

County:

Forrest

Hattiesburg Planning Commission
Planning Division
Item B- Staff Report
April 1st, 2026

Requested portion of Alley Area Image

Applicant's Request:

Marilyn C Livingston, Applicant, requests to vacate a 150ft portion of an alley between Walnut and Court Street, more specifically between 409 and 407 Court Street in the Hattiesburg Historic Neighborhood. (Ward 4, Forrest County).

Alley Image

Background and History

The applicant met with staff at a pre-application meeting in January of 2026 to discuss the applicant's issues surrounding the alley between 409 and 407 Court Street. The applicants noted deterioration in the alley due to increased traffic and construction. Staff explained the alley vacation process to the applicant and suggested they speak with the Ward 4 councilperson (Councilman Dave Ware) and the neighborhood association (Hattiesburg Historic Neighborhood Association).

Alleys are secondary public rights-of-way that have traditionally served important functional and service roles in older neighborhoods and historic districts. Historically, alleys were used to provide rear access to lots for deliveries, utilities, and service functions, allowing primary building frontages to face the street with a more consistent and walkable streetscape. They also helped keep loading, trash collection, and vehicle access out of view from the main street, supporting the intended character of residential blocks and commercial corridors.

From an infrastructure standpoint, alleys commonly accommodate public utilities (water, sewer, storm drainage, gas, electric, and communications), provide access for maintenance, and, in some cases, function as part of the local drainage network. They can also offer secondary access for emergency response, shared drive access, and off-street parking arrangements where lots are narrow or garages are placed behind buildings. Because alleys often serve multiple properties and support long-term public and utility needs, they are typically evaluated carefully before any portion is vacated.

Based on City records and staff review to date, there are no City-owned utilities located within this alley segment. As of the date of this staff report, the City is awaiting confirmation from private utility providers regarding whether any private utility facilities are located within, over, or under the alley right-of-way. If private utilities are present, the vacation may need to retain appropriate utility easements to preserve access for maintenance and repair.

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

4.5.9 B-2 Neighborhood Business District.

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

Surrounding Area Image

Sacred Heart Parking Lot- Backs up to alley

Considerations and Basis for Approval

Applicant's Requests:

Recommend approval or denial of the request to vacate a 150ft portion of an alley between Walnut and Court Street, more specifically between 409 and 407 Court Street in the Hattiesburg Historic Neighborhood. (Ward 4, Forrest County).

Zoning Legend

- R-1A
- R-1B
- R-1C
- Proposed Portion of Alley Closure

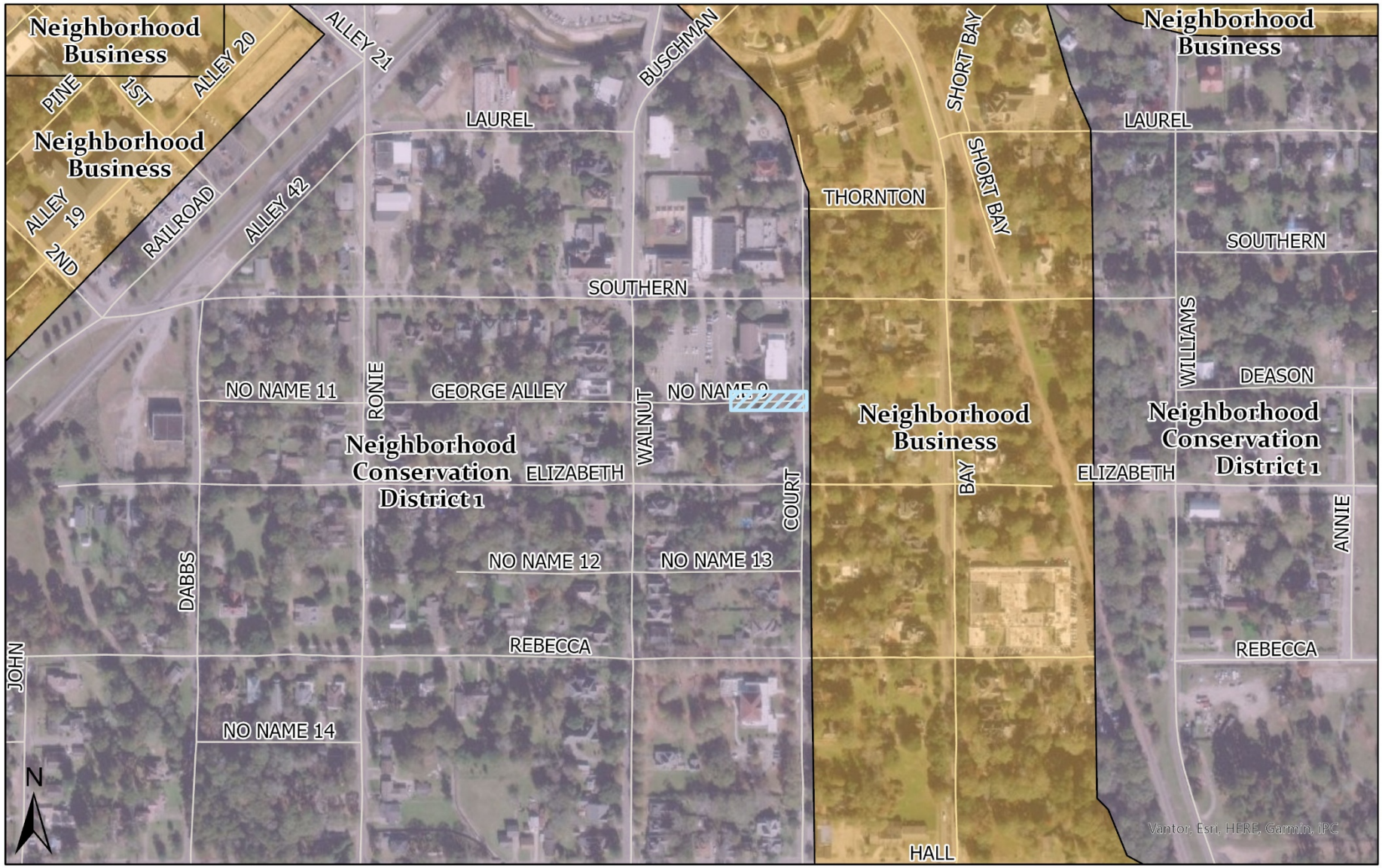
Proposed Closure of a Portion of an Alley
Between 407 and 409 Court Street
Flood Zone: X
Ward 4, Forrest County

0 400 Feet

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: 3/16/2026 12:09 PM

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°17'18"W 31°19'16"N



Future Land Use Map

- Proposed Portion of Alley Closure
- Neighborhood Business
- Neighborhood Conservation District 1

Proposed Closure of a Portion of an Alley
Between 407 and 409 Court Street
Flood Zone: X
Ward 4, Forrest County

0 400 Feet

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°17'19"W 31°19'15"N

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Map Exported on: 3/16/2026 12:11 PM

Elizabeth Ave
Walnut St
Southern Ave
Elizabeth Ave
409
407
410
412
408
404
406
701
705

Historic Context Statement

Proposed partial alley closure:

Court St to Walnut St. alley – Hattiesburg Historic Neighborhood

By: Russell Archer, Historic Preservation Planner

In 1980, the Hattiesburg Historic Neighborhood (HHN) was officially listed in the **National Register of Historic Places**. The 23-block neighborhood, established in the 1880's was Hattiesburg's first neighborhood to be recognized for its historic importance. The eligibility requirements for such a listing focus on historic significance but are also weighted heavily toward architectural and design integrity.

The statement of significance for the HHN states that the neighborhood "retains its appearance acquired during its historical era," and refers to it as "the oldest neighborhood in the city retaining its integrity." In referring to the plat maps for the neighborhood, a few minor street changes are evident; however, the historic grid pattern on which the neighborhood was established, including primary streets and a network of alleys, is a prominent earmark of the design.

Alleys are a 19th century invention that were originally utilitarian, acting as functional service corridors, designed for rear access, deliveries, and sanitation. Alleys continue to serve that purpose; however, in the current scenario of historic neighborhoods, alleys are viewed in a positive light for being valuable and vibrant pedestrian lanes and for providing access to ADU's. A 2021 report from *Strongtowns.org* suggests reconsidering alleys as "a network of secondary pedestrian streets" and as a "network designed around walking and biking, providing freedom and independence for the young, the old, and those who do not have a car."

In this context, and in the broader context of historic preservation, the physical layout of National Register-listed neighborhoods is paramount to retaining character and integrity. Staff recommends that any proposed changes to that layout should be thoughtfully and carefully considered for potential impacts to accessibility and overall quality of life for surrounding residents.

EXHIBIT B-1

To: Hattiesburg Planning Commission
From: The Hattiesburg Historic Neighborhood Association
Date: 04/01/2026
Re: Opposition to Application for Alley Closure on Court St

The Hattiesburg Historic Neighborhood Association (HHNA) respectfully submits this statement in opposition to the recent application to close the alley located between 407 and 409 Court St. After review and discussions with many affected neighborhood residents, we request that the Planning Commission deny the alley-closure request for the following reasons:

1. **Historic and neighborhood character**
   - The alley is an original public right-of-way that contributes to the historic street pattern and scale of our neighborhood. Closing it would erode the historic fabric and set a harmful precedent for future fragmentation of public access and neighborhood connectivity.

2. **Access and safety**
   - The alley provides secondary vehicular, service, and pedestrian access to multiple properties. Closing it will reduce access options for residents and could increase traffic and curbside congestion on adjacent residential streets. We talked to many residents that use this alley daily and its closure would significantly change the daily patterns they have traveled for years.
   - There are a few times a year that HHNA closes Walnut. Court St. and Walnut St. are closed for the beloved Victorian Candlelit Christmas. This alley provides additional and vital access to individuals visiting our neighborhood.

4. **Public use and connectivity**
   - The alley functions as social connector for neighbors, supporting walkability and neighborhood cohesion. Closing it removes public connectivity that is difficult to replace.

5. **Precedent and fairness**
   - Approving this closure for private benefit would set an unfavorable precedent for converting public rights-of-way into private property within our historic district. Equity and consistency in land-use decisions require careful protection of public assets.

Conclusion and request
For the reasons above—the protection of historic character, pedestrian connectivity, and the public interest—the Hattiesburg Historic Neighborhood Association urges the Planning Commission to deny the alley-closure application.

Thank you for your careful consideration of this matter and for protecting the public rights-of-way that sustain the character and safety of our historic neighborhood.

Sincerely,
Board of Directors
The Hattiesburg Historic Neighborhood Association
Keri L. Meek, President
281-702-2809
Keri L Meek

EXHIBIT B-2

Jennifer Ferrill Shaidnagle
417 Walnut Street
Hattiesburg, MS 39401
Jennifer.shaidnagle@gmail.com
662-312-8311

March 31, 2026
To: Hattiesburg Planning Commission
Re: Opposition to Alley Closure Between 407 and 409 Court Street

Dear Members of the Planning Commission,

I am writing to express my strong opposition to the proposed closure of the alley between 407 and 409 Court Street in the Hattiesburg Historic Neighborhood. Closing this alley would harm public safety, historic character, and everyday functioning of our neighborhood.

As part of a historic district, this alley contributes to the neighborhood's traditional pattern of circulation and secondary access; removing it would set an unfortunate precedent that weakens preservation goals. Additionally, the alley supports pedestrian movement and informal neighbor-to-neighbor access that promote safety and community cohesion.

If there are particular concerns motivating this proposal, I urge this commission to pursue alternatives that address those issues while keeping public access open—such as improved lighting, enforcement of nuisance ordinances, or traffic-calming measures. I respectfully request that the commission deny the alley closure or schedule a public meeting so affected residents can provide input.

Thank you for your consideration.

Sincerely,

Jennifer Ferrill Shaidnagle

To: Hattiesburg Planning Commission
From: The Hattiesburg Historic Neighborhood Association
Date: 04/01/2026
Re: Opposition to Application for Alley Closure on Court St
-
I respectfully submit this statement in opposition to the request to close the alley between 407 and 409 Court Street. After speaking with neighbors and reviewing the impact, I ask that the Planning Commission deny this application for the following reasons.

- **Historic Character**
  - This alley is an original public right-of-way that contributes to the historic layout of our neighborhood. Closing it weakens that fabric and sets a precedent for eroding public access.

- **Access**
  - The alley provides important secondary access for vehicles, services, and pedestrians. Eliminated it will increase congestion and reduce flexibility for residents and emergency vehicles.

- **Connectivity and Community Use**
  - This alley serves a functional connector for the neighbors and neighborhood events. We use this during our candle lighting, Halloween, and many other yearly events.

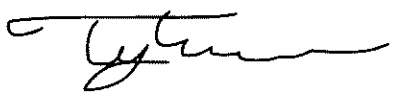
- **Precedent and Fairness**
  - We would like to see as much of our neighborhood preserved for public right of ways as we can.

Conclusion

For these reasons, I ask the Planning Commission to deny the alley-closure request.

Thank you for your consideration and for protecting the character and accessibility of our neighborhood.

Robert Sullivan - 417 Bay Street, Hattiesburg, MS 39401



Hattiesburg Planning Commission;

I was born and raised in Las Vegas – the land with sprawling neighborhoods of disconnected strangers. I moved into the Hattiesburg Historic Neighborhood in 2022 and love the character, easy access and walkability of this special area. My home is on Court Street and I work on Ronie Street – I cross these several blocks by foot and car several times per day.

I am respectfully in opposition to the closure of the alley between 407 and 409 Court Street. It is a very useful thoroughfare and functions as intended. If it was closed off as requested, I think it would negatively impact how all folks navigate the neighborhood. Please deny the request and maintain continuity of pedestrian and vehicle access between the blocks.

Thank you very much,

Chelsea Carroll

412 Court Street, Hattiesburg, MS 39401

To: Hattiesburg Planning Commission
From: The Hattiesburg Historic Neighborhood Association
Date: 04/01/2026
Re: Opposition to Application for Alley Closure on Court St
-
I respectfully submit this statement in opposition to the request to close the alley between 407 and 409 Court Street. After speaking with neighbors and reviewing the impact, I ask that the Planning Commission deny this application for the following reasons.

- This alley is an original public right-of-way that contributes to the historic layout of our neighborhood. Closing it weakens that fabric and sets a precedent for eroding public access.

- The alley provides important secondary access for vehicles, services, and pedestrians. Eliminating it will increase congestion and reduce flexibility for residents and emergency vehicles.

- This alley serves as a functional connector for neighbors and neighborhood events. It is actively used during our candle lighting, Halloween, and other annual gatherings.

- We would like to preserve as much of our neighborhood's public right-of-way as possible and avoid setting a precedent for its reduction.

For these reasons, I respectfully ask the Planning Commission to deny the alley-closure request.

Chad Edmonson

402 Rebecca Avenue, Hattiesburg, MS 39401

Mike Madaris
510 Walnut Street
Hattiesburg MS 39401
mbmadaris@gmail.com
601-310-0384

3/30/2026

To: Hattiesburg Planning Commission
Re: Opposition to Alley Closure Between 407 and 409 Court Street

Dear Members of the Planning Commission,

I am writing to express my strong opposition to the proposed closure of the alley between 407 and 409 Court Street in the Hattiesburg Historic Neighborhood. Closing this alley would harm public safety, historic character, and everyday functioning of our neighborhood.

As part of a historic district, this alley contributes to the neighborhood's traditional pattern of circulation and secondary access; removing it would set an unfortunate precedent that weakens preservation goals. Additionally, the alley supports pedestrian movement and informal neighbor-to-neighbor access that promote safety and community cohesion.

If there are particular concerns motivating this proposal, I urge this commission to pursue alternatives that address those issues while keeping public access open—such as improved lighting, enforcement of nuisance ordinances, or traffic-calming measures. I respectfully request that the commission deny the alley closure or schedule a public meeting so affected residents can provide input.

Thank you for your consideration.

Sincerely,

Mike Madaris

Lisa Madaris
510 Walnut Street
Hattiesburg MS 39401
lmadaris@comcast.net
601-310-8999

3/30/2026

To: Hattiesburg Planning Commission
Re: Opposition to Alley Closure Between 407 and 409 Court Street

Dear Members of the Planning Commission,

I am writing to express my strong opposition to the proposed closure of the alley between 407 and 409 Court Street in the Hattiesburg Historic Neighborhood. Closing this alley would harm public safety, historic character, and everyday functioning of our neighborhood.

As part of a historic district, this alley contributes to the neighborhood's traditional pattern of circulation and secondary access; removing it would set an unfortunate precedent that weakens preservation goals. Additionally, the alley supports pedestrian movement and informal neighbor-to-neighbor access that promote safety and community cohesion.

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Thank you for your consideration.

Sincerely,
[

Lisa Madaris

Linda Falk
807 Rebecca Ave
Hattiesburg, MS 39401
281-507-7130
Sunshing631lf@gmail.com

3/31/2026

To: Hattiesburg Planning Commission
Re: Opposition to Alley Closure Between 407 and 409 Court Street

Dear Members of the Planning Commission,

I am writing to express my strong opposition to the proposed closure of the alley between 407 and 409 Court Street in the Hattiesburg Historic Neighborhood. Closing this alley would harm public safety, historic character, and everyday functioning of our neighborhood.

As part of a historic district, this alley contributes to the neighborhood's traditional pattern of circulation and secondary access; removing it would set an unfortunate precedent that weakens preservation goals. Additionally, the alley supports pedestrian movement and informal neighbor-to-neighbor access that promote safety and community cohesion.

If there are particular concerns motivating this proposal, I urge this commission to pursue alternatives that address those issues while keeping public access open—such as improved lighting, enforcement of nuisance ordinances, or traffic-calming measures. I respectfully request that the commission deny the alley closure or schedule a public meeting so affected residents can provide input.

Thank you for your consideration.

Sincerely,

Linda K. Falk

Ben & Kathy Classen
600 Bay St
Hattiesburg, MS 39401

3/31/2026

To: Hattiesburg Planning Commission
Re: Opposition to Alley Closure Between 407 and 409 Court Street

Dear Members of the Planning Commission,

I am writing to express my strong opposition to the proposed closure of the alley between 407 and 409 Court Street in the Hattiesburg Historic Neighborhood. Closing this alley would harm public safety, historic character, and everyday functioning of our neighborhood.

As part of a historic district, this alley contributes to the neighborhood's traditional pattern of circulation and secondary access; removing it would set an unfortunate precedent that weakens preservation goals. Additionally, the alley supports pedestrian movement and informal neighbor-to-neighbor access that promote safety and community cohesion.

If there are particular concerns motivating this proposal, I urge this commission to pursue alternatives that address those issues while keeping public access open—such as improved lighting, enforcement of nuisance ordinances, or traffic-calming measures. I respectfully request that the commission deny the alley closure or schedule a public meeting so affected residents can provide input.

Thank you for your consideration.

Sincerely,

Kathy Classen

Kathy Classen

URBAN DEVELOPMENT
PLANNING DIVISION

REQUEST TO APPEAL DECISION OR RECOMMENDATION

Today's Date: 4-7-26
Date of Decision/Recommendation Date: 4-1-26 *(Appeals must be made within ten consecutive days of the recommendation)*
Name of Property Owner/Petitioner: MARILYN LIVINGSTON / HOPE BALD
Name of Person Requesting Appeal Hearing: MARILYN LIVINGSTON & HOPE BALD
Mailing Address of Person Requesting Appeal Hearing: 409 COURT STREET, HATTIESBURG, MS 39401
Address of Petitioned Property: 409 & 407 COURT – ALLEY BETWEEN
Name of the Deciding Body: *Director of UD* ☐ *Site and Design Review Committee* ☐ *Historic Conservation Commission* ☑ *Planning Commission* ☐ or *Board of Adjustment* ☐
Petitioner's Request of the Deciding Body: RECONSIDER CLOSING 150ft ALLEY
Deciding Body's Recommendation:

Attach the specific grounds for appeal to this application.
Subject to a $50 fee per ordinance 2977

I hereby APPEAL the Planning Commission Recommendation for the above-referenced petition and request to hold a Public Hearing before the Hattiesburg City Council.

Marilyn C. Livingston
Appellant (signature)

Send to:
The Planning Division of Urban Development

Copy to:
Kermas Eaton, Director of Administration/City Clerk
Wiley Quinn, Director of Urban Development

P.O. Box 1898
Hattiesburg, MS 39403
601.545.4591

APPEAL OF PLANNING COMMISSION DECISION

Partial Closure of Public Alley — 407 & 409 Court Street, Hattiesburg, Mississippi

Date: April 9, 2026
From: Marilyn Livingston, 409 Court Street, Hattiesburg, MS 39401
Co-Applicant: Hope Bald, 407 Court Street, Hattiesburg, MS 39401
To: City of Hattiesburg Board of Adjustment / Planning Commission
City Hall, 200 Forrest Street, Hattiesburg, MS 39401
Re: Appeal of Planning Commission Decision Denying Partial Alley Closure
Public Alley Between 407 and 409 Court Street (Court Street to Walnut Street)

I. INTRODUCTION AND STANDING

We, the undersigned property owners at 407 and 409 Court Street in the Hattiesburg Historic Neighborhood District, respectfully submit this appeal of the Planning Commission's decision denying our application for partial closure of the public alley running between our properties. This appeal is filed pursuant to Section 12.4.2 of the Hattiesburg Land Development Code, which provides that any person aggrieved by a decision of the Planning Commission may appeal within 10 days of that determination.

Our family's connection to this neighborhood and to Sacred Heart Catholic Church — established on Walnut Street in 1900, directly at the northern terminus of this alley — spans over 120 years. The home at 409 Court Street has stood for **101 years**. Its owner, Marilyn Livingston, age 71, has lived there for 45 consecutive years, having moved in at age 26. The home at 407 Court Street has stood for **over 106 years**. We are not newcomers asking to change a neighborhood. We are a family whose roots in this specific block of downtown Hattiesburg predate most of the institutions that appeared at the hearing to oppose us.

II. THE REQUEST — WHAT WE ARE AND ARE NOT ASKING

We are requesting the closure of the **first 150 feet of a 400-foot alley** — specifically the segment running from Court Street northward to the rear fence line of our properties. The remaining 250 feet of alley, from the 150-foot closure point northward to Walnut Street, would remain **fully open and fully functional** for the benefit of Sacred Heart Catholic Church, Sacred Heart Catholic School, and Small Miracles Child Development Center.

This represents a closure of **37.5% of the total alley length**, while leaving **62.5% open**. Every property served by this alley retains complete primary access through existing dedicated exits on Southern Avenue and Walnut Street — exits that are clearly marked on the aerial maps submitted with our original application. The alley's own definition under Section 13 of the Land Development Code confirms this is appropriate: an alley is defined as **"a public or private right-of-way primarily designed to serve as secondary access"** — secondary, not primary. No property loses its primary access under our request.

III. THE ALLEY VIOLATES THE CITY'S OWN INFRASTRUCTURE CODE

Section 8.3.3.2 of the Hattiesburg Land Development Code states in plain language:

> ***"Alley width shall be a minimum of 20 feet and shall conform to the construction standards of public streets."***

We have personally measured this alley at multiple points. The results are as follows:

Location	Actual Asphalt Width	Code Requirement	Deficiency
Widest measured point	12 ft 6 in	20 ft 0 in	**7 ft 6 in under**
Middle of 150-ft closure area (narrowest)	9 ft 6 in	20 ft 0 in	**10 ft 6 in under**
At rear fence line (proposed closure point)	10 ft 0 in	20 ft 0 in	**10 ft 0 in under**

At its narrowest measured point of 9 feet 6 inches, this alley carries **two-way vehicle traffic** in a space that is **less than half the legally required minimum width (see picture at the end)**. A standard passenger car is approximately 6 feet wide; an SUV or pickup truck is 6.5 to 7 feet wide. Two vehicles cannot physically pass one another at the 9-foot-6-inch point. This is not a theoretical concern — it is a geometric certainty that creates a dangerous and recurring conflict on every two-way transit through this segment of the alley.

Further, the alley has **no curbs along the 150-foot length stretch**, no drainage infrastructure, and pavement in severe disrepair including deep potholes and construction ruts caused in part by heavy equipment used during the Church's recent school conversion project on adjacent property. The absence of curbs means no physical barrier exists between vehicle traffic and adjacent residential structures (see pictures at the end).

IV. DOCUMENTED PROXIMITY OF STRUCTURES TO ILLEGAL TRAFFIC

At the narrowest point of the alley (9 ft 6 in width, within the 150-foot closure area), measured distances to structures are as follows:

Structure	Distance to Asphalt Edge	Critical Note
409 Court St — House (cousin)	8 ft 6 in	100-year-old historic structure
409 Court St — AC Unit	**4 ft 9 in**	**Draws outside air — CO intrusion risk**
407 Court St — House (applicant)	20 ft 0 in	100-year-old historic structure
407 Court St — AC Unit	17 ft 0 in	Within range of debris projection

The AC unit at 409 Court Street is positioned **4 feet 9 inches from the edge of moving two-way traffic** in a 9-foot-6-inch space. This unit actively draws outside air into the occupied residence. At that proximity to vehicle exhaust, this constitutes a documented **carbon monoxide intrusion risk** for the 71-year-old resident of that home. Additionally, vehicle impacts with the severe potholes in this alley routinely propel asphalt debris and rocks at high velocity — at 4 feet 9 inches, the AC unit and the home's exterior are directly in the path of any such debris.

V. THE ALLEY CANNOT BE BROUGHT INTO CODE COMPLIANCE — CLOSURE IS THE ONLY LAWFUL REMEDY

The alley requires an additional **10 feet 6 inches of width** at its narrowest point to meet the code-required 20-foot minimum. There is no direction in which this expansion can occur without catastrophic impact on adjacent historic residential structures:

- If expanded equally from both sides (5.25 feet each): The house at 409 Court Street would be reduced to 3 feet 3 inches from the right-of-way edge. The AC unit at 409 would fall entirely inside the right-of-way and would have to be removed or relocated.
- If expanded entirely toward 409 Court Street: The right-of-way line would advance 10.5 feet toward a house already only 8.5 feet from the asphalt — passing through the foundation of a 100-year-old historic structure.
- If expanded entirely toward 407 Court Street: The house at 407 would be reduced from 20 feet to 9.5 feet clearance. The AC unit at 407 would be reduced to 6.5 feet from the right-of-way.

In every scenario, bringing this alley into code compliance is physically impossible without either condemning a 100-year-old historic structure or rendering both residential properties non-functional. This commission has three options: **(1) approve the partial closure as requested; (2) require the City to condemn portions of two historic residential properties to widen the alley; or (3) acknowledge that this alley cannot legally continue to operate as a two-way public right-of-way in its current condition.** There is no fourth option.

VI. THE HISTORIC OVERLAY DISTRICT DOES NOT EXEMPT THIS ALLEY FROM THE 20-FOOT REQUIREMENT

The Commission or parties may argue that the Historic Overlay District creates special rules that exempt this alley from standard infrastructure requirements. This argument is foreclosed by the plain language of the Code itself.

Section 4.20.2 states: **"The Historic Overlay District is a special district...except that all standards and regulations not superseded by Historic District requirements shall be in full force and effect for all properties within the overlay."** The Historic District guidelines address architectural character, exterior rehabilitation, and certificates of appropriateness for buildings. They contain no alternative standard for alley width. Since no Historic District requirement supersedes Section 8.3.3.2, the 20-foot minimum applies fully within the Historic Overlay District.

Furthermore, the design standard exemption in Section 7.2.1(v) for historic district structures applies to **buildings** — not to public infrastructure. An alley is not a building. The infrastructure standards of Section 8 are not modified by the historic overlay in any respect.

VII. CENTURY-OLD HISTORIC STRUCTURES COMMAND AFFIRMATIVE CITY PROTECTION — NOT ENDANGERMENT

The homes at 407 and 409 Court Street are not merely old houses. They are **106-year-old and 101-year-old contributing structures** within the Hattiesburg Historic Neighborhood District — a designation that carries specific legal obligations for the City of Hattiesburg.

The Hattiesburg Historic Conservation Ordinance, passed in June 1985, declares that the protection of properties of architectural and historic merit is **"a public necessity and is required in the interest of the health, prosperity and welfare of the people."** This is not a suggestion. It is a declaration of public policy with the force of law. The City of Hattiesburg has legally committed itself to the protection of structures exactly like these two homes.

Section 2.4.5.7 of the Land Development Code provides additional protection: any building listed on the National Register of Historic Places or certified as a state historic building **may be rebuilt or restored to its original dimensions** regardless of current zoning standards. A 101-year-old and a 106-year-old home in a designated historic district carry presumptive eligibility for this protection. The properties are contributing structures to a district that exists precisely because the City recognized the irreplaceable value of these homes and their neighbors.

The City therefore faces a direct and irreconcilable conflict between two of its own legal obligations: it is simultaneously required by the Historic Conservation Ordinance to protect these century-old structures, and required by Section 8.3.3.2 to maintain alleys at a minimum of 20 feet wide. It cannot do both. The alley cannot be widened to 20 feet without condemning or demolishing a 101-year-old historic home. The alley cannot remain open in its current condition without continuing to endanger that same home.

When two city obligations conflict, the resolution is found in the hierarchy of those obligations. The Historic Conservation Ordinance declares protection of these properties to be **a public necessity**. The alley, by contrast, serves as secondary access to a parking lot that already has dedicated exits on two public streets. The public necessity of protecting a 101-year-old irreplaceable historic structure from the physical danger of an illegal substandard alley is categorically greater than the public interest in maintaining a shortcut through a 9.5-foot-wide right-of-way that the City has never maintained to its own code standards.

To deny this closure is not a neutral act. It is the City of Hattiesburg **actively choosing to endanger two century-old structures it is legally obligated to protect**, in favor of preserving a substandard, illegal, uncurbed, dangerous shortcut. That is not a defensible position under the City's own law.

VIII. THE CITY'S OWN CONDUCT IS AN ADMISSION OF DANGEROUS CONDITIONS

Upon the premeeting on our closure preapplication, the City of Hattiesburg dispatched a Public Works crew to perform emergency asphalt repairs to the alley. This reactive repair — performed immediately after our meeting and not before— constitutes a formal acknowledgment of two critical facts: **(1) the City of Hattiesburg owns and maintains this alley as a public right-of-way; and (2) the condition of the alley was sufficiently dangerous to warrant immediate remediation upon the City's attention being drawn to it.**

The repairs performed were incomplete and insufficient. No curbs were installed. The substandard width was not corrected. The alley remains in violation of Section 8.3.3.2. The City cannot argue at a planning hearing that the alley is safe and code-compliant while simultaneously having dispatched emergency repair crews the moment our application brought the condition to official attention.

IX. DOCUMENTED CRIMINAL ACTIVITY AND PUBLIC SAFETY HISTORY

This alley is known locally as the "getaway alley" due to its documented use by individuals fleeing criminal activity. A firearm and magazine have been recovered in this alley. The unobstructed through-access from Court Street to Walnut Street, combined with the alley's substandard width and lack of any traffic calming, creates conditions that facilitate criminal escape routes while simultaneously endangering the residents whose homes are adjacent.

We have filed police reports documenting criminal activity in and around this alley and are prepared to provide those records to the Commission. The closure of the first 150 feet from Court Street would eliminate the Court Street entry point used as a criminal escape route while preserving full alley function for legitimate users of the church and school parking facilities.

X. THE DETOUR IS THREE-SEVENTHS OF ONE BLOCK — NOT A HARDSHIP

The opposition argued inconvenience. The Commission should weigh that argument against the following facts:

- The total alley is 400 feet. We are closing 150 feet (37.5%). We are leaving 250 feet (62.5%) open from Walnut Street.
- Sacred Heart Catholic Church's address is 313 Walnut Street. The church faces Walnut Street and has done so since 1900. Its primary access has always been Walnut Street and Southern Avenue.
- The aerial map clearly shows existing dedicated parking lot exits pointing toward Southern Avenue and Walnut Street — exits designed for this purpose (See Picture 1 at the end).
- The distance from the Court Street / alley entrance to the Southern Avenue entrance to the same parking lot is approximately three-sevenths of one city block — a distance shorter than the 150-foot segment of alley being closed.
- The Code defines a hardship as a condition that "would deny the right to use property for any purpose." Driving three-sevenths of one block does not deny anyone the use of their property for any purpose. It does not constitute a legal hardship under the Code's own definition.

The inconvenience to the public of closing this alley segment is **one right turn**. The danger to our family of keeping it open is **documented, measured, geometrically certain, and involves two 100-year-old-plus historic homes and a 71-year-old resident**. These are not comparable considerations.

XI. PROCEDURAL DEFICIENCIES AT THE PLANNING COMMISSION HEARING

We respectfully submit that the original Planning Commission hearing was affected by procedural irregularities that denied us a fair hearing on the merits:

- The Commission's closed exhibit folder submitted by opponents was never opened or reviewed during the hearing. Evidence presented in proper form was not considered.
- One Commissioner stated that without a letter from the church, the Commission could not accept the verbal representation of the adjacent landowner — a standard not required by any provision of the Land Development Code or the application procedures.
- The Commission directed the opposition to undertake outreach to neighboring property owners — outreach that was not required of applicants and that created an uneven playing field.

- The Commission's deliberation focused on nostalgia, association preferences, and alleged procedural omissions by applicants — not on the documented safety conditions, the measured code violations, or the geometric impossibility of bringing the alley into compliance.

XII. RELIEF REQUESTED AND CONCLUSION

We respectfully request that the Planning Commission's denial be overturned on appeal. We respectfully request further approval of the partial closure of the public alley between 407 and 409 Court Street. The remaining 250 feet of alley from the closure point to Walnut Street shall remain open and accessible.

A note on emergency vehicle access: We anticipate that emergency vehicle access may be raised as an objection. It should not be. Every primary structure adjacent to or near this alley — the residences on Court Street, Sacred Heart Catholic Church, Sacred Heart Catholic School, and Small Miracles Child Development Center — is fully and directly accessible by emergency vehicles via Court Street, Walnut Street, and Southern Avenue, all of which are properly maintained public streets of legal width. The alley itself, at 9 feet 6 inches at its narrowest, is physically incapable of accommodating a fire truck or ambulance to navigate its substandard width. In the event of any emergency on or near the alley, emergency responders would access the scene via the adjacent public streets or, if necessary, through the Sacred Heart church and school parking lot — which has direct access from both Southern Avenue and Walnut Street. Closing 150 feet of an alley that emergency vehicles cannot safely use does not diminish emergency response capability in any measurable way.

The facts are not in dispute. The alley is 9 feet 6 inches wide at its narrowest — less than half the legally required 20 feet. The City's own infrastructure code requires 20 feet with curb and gutter. No historic overlay exemption applies to infrastructure standards. Bringing this alley into compliance without closing it would require demolishing or condemning 100-year-old historic homes. The AC unit of the adjacent residence sits 4 feet 9 inches from two-way vehicle traffic with no curb protection. A firearm has been recovered in this alley. The City dispatched emergency road-repair crews to quickly patch the alley after our premeeting with City Planning employees.

Our family has been part of this neighborhood, and members of Sacred Heart Catholic Church, since the early 1900s. The home at 409 Court Street has stood for 101 years. The home at 407 Court Street has stood for over 106 years. Marilyn Livingston has called 409 Court Street home for 45 years. She deserves to sit in her living room without a car coming through her wall. That is not nostalgia. That is geometry, it is history, and it is the law. It is the only proportionate, lawful, reasonable outcome available to this Commission.

Respectfully submitted,

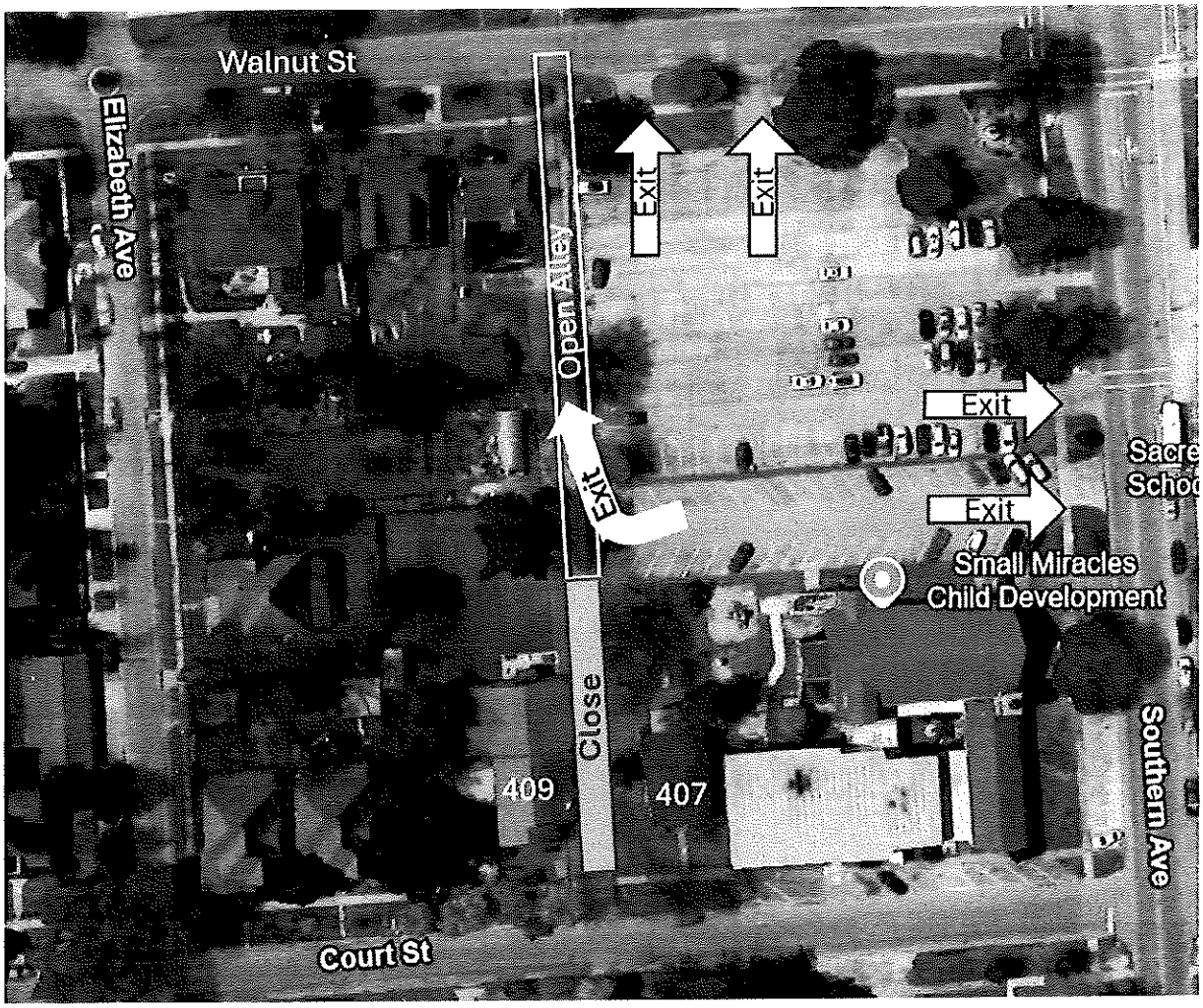
Marilyn Livingston

Marilyn Livingston— Owner, 409 Court Street
Hattiesburg, MS 39401
Phone: 601 549-8646
Email: Merni.1954@yahoo.com

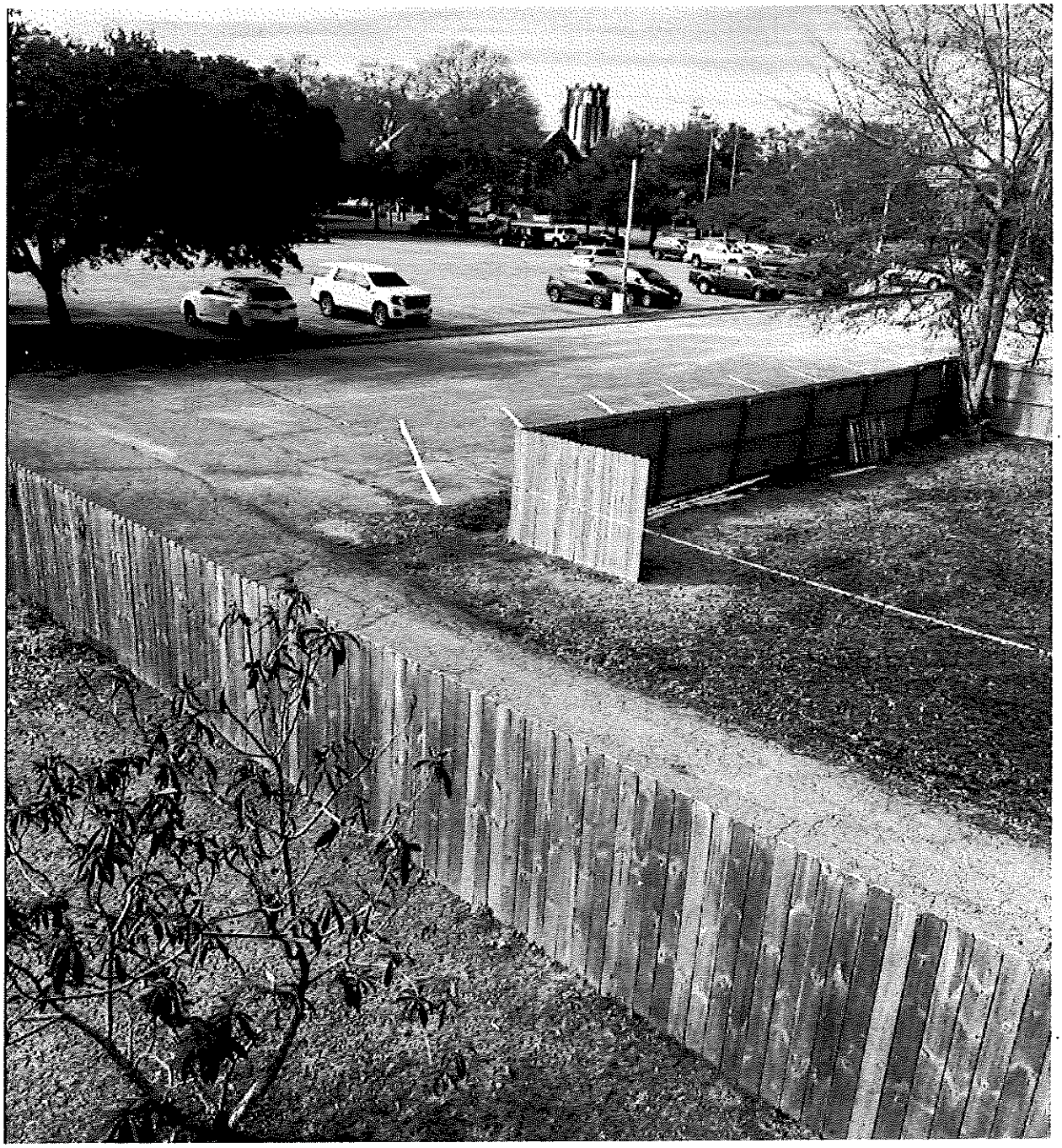
W. Hope Bald

W. Hope Bald— Owner, 407 Court Street
Hattiesburg, MS 39401
Phone: 985-774-8007
Email: whbald@gmail.com

Overview Map



Parking Lot to show access out of the parking lot, and the poor conditions of the alley.



Shows the disrepair of the alley and the closeness of the alley to the homes.

MINUTES OF THE

REGULAR MEETING OF THE

HATTIESBURG PLANNING COMMISSION

April 1, 2026

Board Members Roll Call:

Members Present:

1. Richard Conville (Joined during item B)
2. Charles Dawe
3. Amy Hinton, Chair
4. Caroline Ingram
5. Elayne Lockett
6. Lee Anne Venable
7. Rebekah Ray, Secretary

Members Not Present:

1. Michael Dickerson
2. Edward Hargrove
3. Rhoda Pickett, Vice Chair
4. 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 1:03 p.m.

AGENDA REVIEW

Motion:

Made by Commissioner Rebekah Ray to approve April's agenda with the removal of item H.

Second:

Made by Commissioner Elayne Lockett

Vote:

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

The motion to approve April's agenda, with the removal of item H, was passed by a 6-0 vote.

MINUTES REVIEW

Motion:

Made by Commissioner Lee Anne Venable to approve the March 2026 minutes.

Second:

Made by Commissioner Elayne Lockett

Vote:

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

The motion to approve the March 2026 meeting minutes passed with a 6-0 vote.

BUILDING REPORT

Kevin Bates, Building Official, gave the Building Permit Report for March 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

Item A: Jameria Young, Property Owner, requests conditional use approval for "dwelling, two-family" for a B-2 zoned property at 305 Rosa Avenue (PPIN 13844, Ward 2, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case.

- Presented by:
  - Michael Bennett
- Proponents:
  - None
- Opponents:
  - None

Motion:

Made by Commissioner Rebekah Ray to recommend approval

Second:

Made by Commissioner Charles Dawe

Vote:

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

Lee Anne Venable	X		

The motion to recommend approval of the request passed 6-0.

Commissioner Richard Conville arrived at the meeting during the public hearing portion of Item B

Item B: Marilyn C Livingston, Applicant, requests to vacate a 150ft portion of an alley between Walnut and Court Street, more specifically between 409 and 407 Court Street in the Hattiesburg Historic Neighborhood. (Ward 4, Forrest County)

Discussion and Vote:
The Planning Staff introduced the case.

- Presented by:
    - Marilyn C Livingston
- Proponents:
    - Georgia Campbell
    - W. Hope Bald
    - Ronald Bald
- Opponents:
    - Keri Meek, President of Hattiesburg Historic Neighborhood Association
        - Letters of opposition from neighborhood members (Exhibit B-1)
        - Letter of opposition from the Board of the Hattiesburg Historic Neighborhood Association (Exhibit B-2)
    - Andrea Saffle
    - Sarah Halliwell
    - Michael Anderson
    - Ray Healey

Motion:
Made by Commissioner Charles Dawe to recommend denial.

Second:
Made by Commissioner Lee Ann Venable

Vote:

Board Member	Yea	Nay	Other

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

The motion to recommend denial passed 6-1.

~~**Item C:** Alan Howe, Applicant, requests to alter a platted subdivision known as the "Country Club Lake Estates, 1st Addition" for a property located at 52 Fair Lake Drive (PPIN 9823, Ward 1, Forrest County).~~

Item D: John Weeks, Applicant, requests a major subdivision and to alter a platted subdivision known as "Mineral Creek Estates" that will amend lots 4, 5, 6, and 7 into lots 4,5, and 7 for property located along the western portion J Ed Turner near Jackson Road (PPIN 9505, Ward 1, Forrest County).

Discussion and Vote:
The Planning Staff introduced the case.

- Presented by:
  - John Weeks
- Proponents:
  - None
- Opponents:
  - 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			ABSENT

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

The motion to recommend approval passed with a 7-0 vote.

Item E: John Weeks, Applicant, requests approval for a major subdivision and 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:
  - John Weeks
- Proponents:
  - None
- Opponents:
  - 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			ABSENT
Edward Hargrove			ABSENT
Amy Hinton	X		
Caroline Ingram	X		
Elayne Lockett	X		
Rhoda Pickett			ABSENT
Rebekah Ray	X		
Lee Anne Venable	X		

The motion to recommend approval passed with a 7-0 vote.

Item F: Twanna Wallace, Applicant, requests a zoning change from R-1C to B-2 for a property located at 622 New Orleans Street (PPIN 19025, Ward 2, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case.

- Presented by:
  - Twanna Wallace
- Proponents:
  - None
- Opponents:
  - 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			ABSENT
Edward Hargrove			ABSENT
Amy Hinton	X		
Caroline Ingram	X		
Elayne Lockett	X		
Rhoda Pickett			ABSENT
Rebekah Ray	X		
Lee Anne Venable	X		

The motion to recommend approval passed with a 7-0 vote.

Item G: Twanna Wallace, Applicant, requests a conditional use approval for a "Funeral Home" for a property zoned B-2 located at 622 New Orleans Street (PPIN 19025, Ward 2, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case.

- Presented by:
    - Twanna Wallace
- Proponents:
    - None
- Opponents:
    - None

Motion:

Made by Commissioner Lee Anne Venable to recommend approval with the added condition that any future expansion to cremation and/or embalming requires a conditional use approval and that a traffic memo be included for processional traffic.

Second:

Made by Commissioner Rebekah Ray

Vote:

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

The motion to recommend approval with the added condition that any future expansion to cremation and/or embalming requires a conditional use approval and that a traffic memo be included for processional traffic passed with a 7-0 vote.

Item H: ~~Housing Authority of the City of Hattiesburg/Judy Mellard, Applicants, request to close a portion of Kemper Street between Briarfield Street and E 2nd Street and a portion of E 3rd Street between Ryan Street and Gordon Street (Ward 2, Forrest County).~~

Item I: The City of Hattiesburg requests to zone recently annexed properties located along Hickory Hills Drive and Little Creek Drive, generally in the Hunter's Point Subdivision, to the R-1A (Single-family Residential) zoning district. (Ward 1, Forrest County.) PPINS:

- 36453
- 36451
- 36452
- 38149
- 36454
- 33269
- 36450
- 33450
- 39743

- 36445
- 35937
- 38975
- 9430
- 36449
- 9429
- 36448
- 36446
- 35479
- 33447
- 32226
- 35938
- 9433
- 40061
- 36447
- 32652
- 9431
- 40105

Discussion and Vote:

The Planning Staff introduced the case.

- Presented by:
  - City of Hattiesburg.
- Proponents:
  - None.
- Opponents:
  - None.

Motion:

Made by Commissioner Commissioner Lee Anne Venable to recommend approval.

Second:

Made by Commissioner Elayne Lockett

Vote:

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

The motion to recommend approval passed with a 7-0 vote.

Other Business:

- Commissioner Caroline Ingram made a motion to establish a subcommittee on Mobile Homes. The committee will consist of Commissioners Caroline Ingram, Rhoda Pickett, and Edward Hargrove.

- Commissioner Richard Conville seconded the motion.
- All present voted aye; the subcommittee was formed with a 7-0 vote.

Adjournment:

Motion:

Made by Commissioner Lee Anne Venable to adjourn

Second:

Made by Commissioner Elayne Lockett

The motion to adjourn the meeting passed with a 7-0 vote.

The Planning Commission adjourned the meeting at 3:10 pm.

_____

Rebekah Ray, Secretary

_____

Cory Long, AICP, Planning Division Manager

Indexing Instructions:

Index under the following:
1. Block 75, Kamper and Whinnery Survey of the City of Hattiesburg
2. Lots 8, 9, 10, and 11, Block 75
3. City of Hattiesburg, Forrest County, Mississippi
4. S-T-R: 10-04N-13W (Section 10, Township 4 North, Range 13 West)

Index additionally under "Public Right-of-Way – Alley Closure" and cross-reference by Plat Book and Page where the Kamper and Whinnery Survey is recorded in the Forrest County Chancery Clerk's Office.

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

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

ORDINANCE NUMBER_____

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, CLOSING A PORTION OF A PLATTED PUBLIC ALLEY IN BLOCK 75 OF THE KAMPER AND WHINNERY SURVEY OF THE CITY OF HATTIESBURG (FORREST COUNTY, WARD 4).

WHEREAS, the Mayor and City Council of the City of Hattiesburg, Mississippi, pursuant to Sections 21-37-7 and 17-1-23 of the Mississippi Code of 1972, Annotated, as amended, are authorized to close public streets and alleys no longer necessary for public use, including the modification of recorded subdivision plats; and

WHEREAS, a request has been submitted to close a portion of a platted public alley located in **Block 75 of the Kamper and Whinnery Survey of the City of Hattiesburg**; and

WHEREAS, the subject alley is approximately **20 feet wide and 150 feet in length**, running east to west between **Lots 9, 10, and 11 to the north,** and **Lot 8 to the south**, as shown on the recorded plat of said subdivision; and

WHEREAS, the alley is no longer necessary for public access, circulation, or utility use, and its closure will not impair access to any parcel or impact public services; and

WHEREAS, public notice has been provided in accordance with law, and public comment was received, including objections to the proposed closure; and

WHEREAS, the Hattiesburg Planning Commission reviewed this request on Wednesday, April 1, 2026, and voted to recommend denial of the proposed alley closure; and

WHEREAS, the Mayor and City Council, having considered the Planning Commission's recommendation and the public comment received, find that the closure of the alley is in the public interest and consistent with applicable statutory requirements;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, AS FOLLOWS:

SECTION 1.

That the following described public right-of-way is hereby vacated and closed:

An improved 20-foot-wide public alley, approximately 150 feet in length, located in Block 75 of the Kamper and Whinnery Survey of the City of Hattiesburg, Forrest County, Mississippi, lying between Lots 9, 10, and 11 to the north and Lot 8 to the south, as shown on the recorded plat of said subdivision in the Forrest County Chancery Clerk's Office.

SECTION 2.

This closure shall be deemed a modification to the recorded subdivision plat under **Section 17-1-23 of the Mississippi Code**, and the City Clerk is authorized to note this amendment accordingly in the official land records.

SECTION 3.

Upon closure, title to the vacated portion of the alley shall vest in accordance with Mississippi law, with ownership extending to the centerline of the alley from the adjacent lots.

SECTION 4.

The City retains all utility easements within the vacated right-of-way unless separately released.

SECTION 5.

This ordinance shall become effective thirty (30) days after its passage and publication as provided by law.

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

YEAS: NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the_____day of_____ A.D., 2026.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the_____day of_____ A.D., 2026.

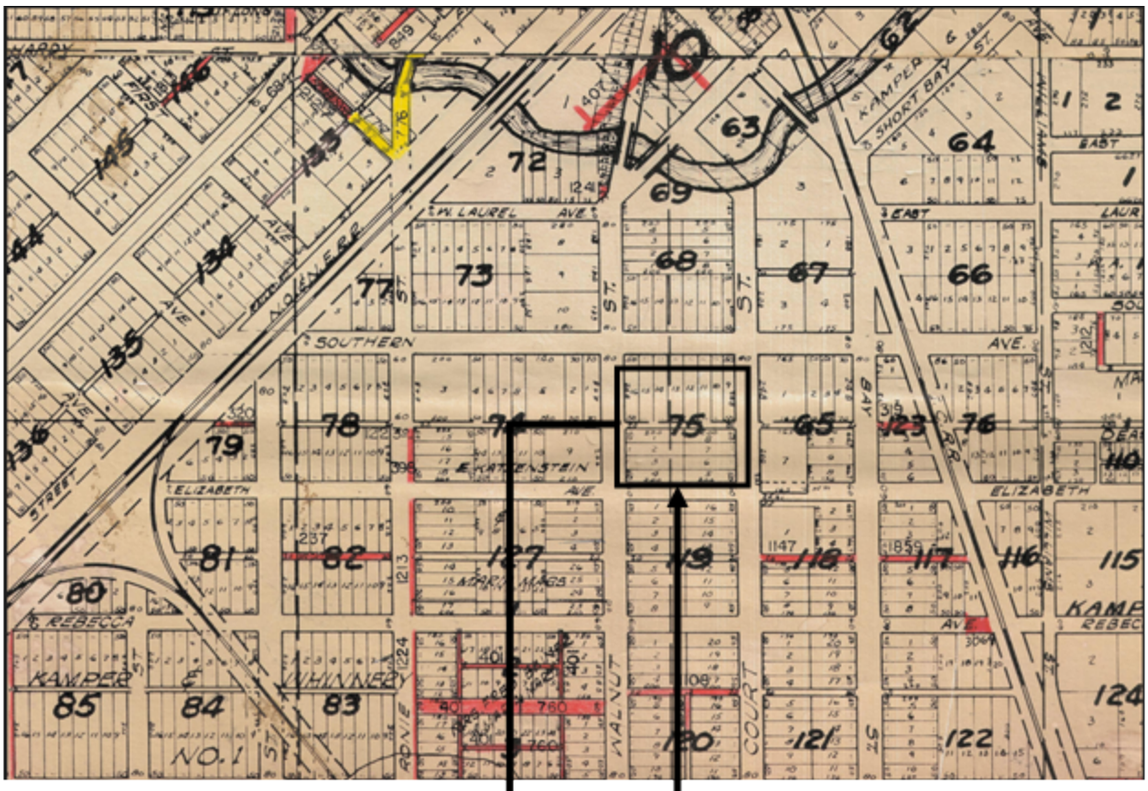
ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

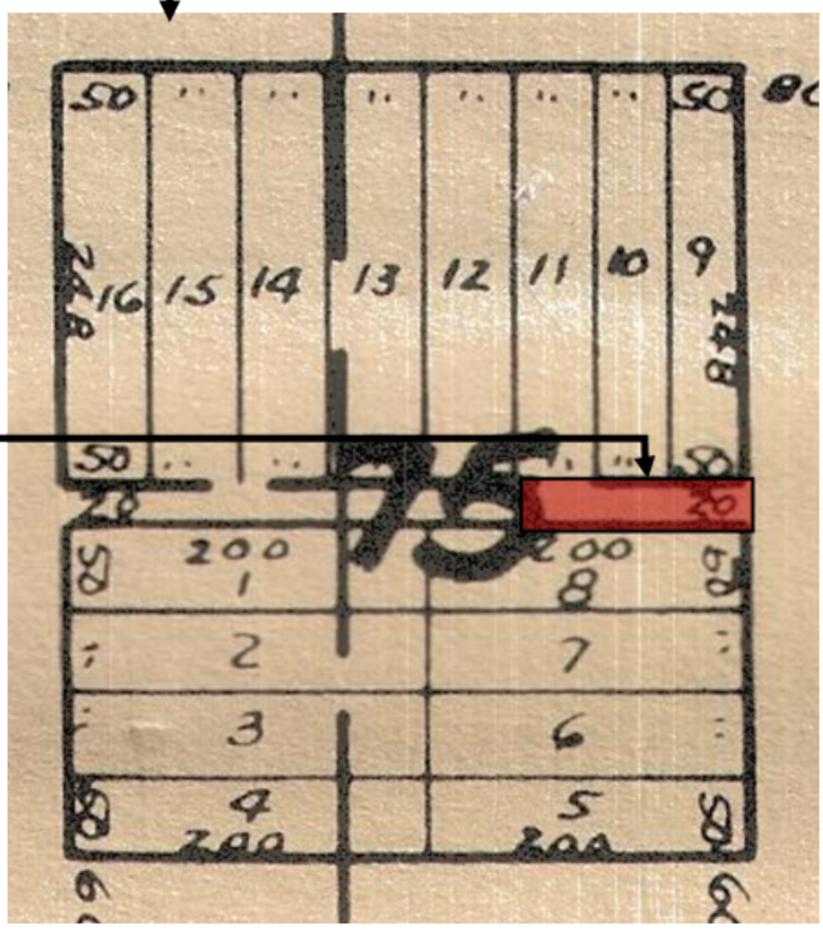
EXHIBIT A:

Reference Plat record of the Kamper and Whinery Survey of the City of Hattiesburg, illustrating the approximate location of the proposed partial alley closure (area boxed in, location of alley closure highlighted in box) — the portion of the platted public alley located in Block 75, adjacent to Lots 8, 9, 10, and 11.



Location of Alley closure in Block 75 of the Kamper and Whinnery Survey of the City of Hattiesburg

Focused view showing the 150 ft of alley closed (adjacent to lots 8, 9, 10, and 11).



Memorandum

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

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

cc: **Ann Jones**

Date: **Tuesday, May 19, 2026**

Re: **Adopt an ordinance for a zoning change from A-1 to A-2 for a property located at 18 Classic Drive (PPIN 9514, Forrest County, Ward 1). The Hattiesburg Planning Commission voted to recommend approval on May 6th, 2026.**
File Number: 2026-368
Minute Book #

Summary
Adopt an ordinance for a zoning change from A-1 to A-2 for a property located at 18 Classic Drive (PPIN 9514, Forrest County, Ward 1). The Hattiesburg Planning Commission voted to recommend approval on May 6th, 2026.

Recommendation Statement
The Hattiesburg Planning Commission voted to recommend approval on May 6th, 2026.

Please place this on the May 19, 2026 City Council meeting for consideration.

URBAN DEVELOPMENT
PLANNING DIVISION

Quick Facts:

Applicant:

Nate Reynolds

Address:

18 Classic Drive

Zoning:

A-1 (Agricultural)

Future Land Use:

Neighborhood Conservation District 2

Historic District:

N/A

Overlay District(s):

N/A

Flood Zone:

X

Ward:

1

County:

Forrest

PPIN Number(s):

9514

Parcel Number(s):

2-025M-35-071.00

Hattiesburg Planning Commission
Planning Division
Item G and H Staff Report
May 6th, 2026

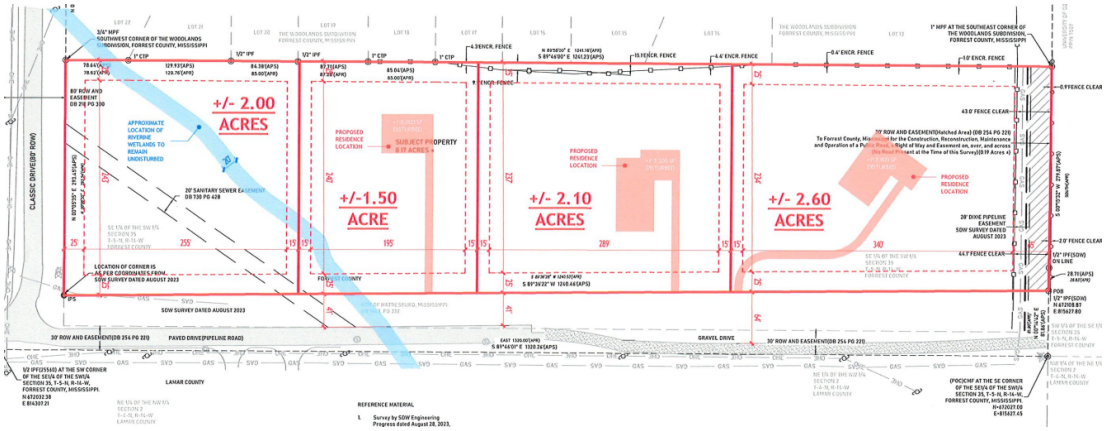
Property Area Image

Applicant's Requests:

Item G: Rezoning Request - Nate Reynolds, Property Owner/Applicant, requests a zoning change from A-1 to A-2 for a property located at 18 Classic Drive (PPIN 9514, Forrest County, Ward 1).

Item H: Subdivision Request - Nate Reynolds, Property Owner/Applicant, requests approval of a preliminary plat for a major subdivision for a property located at 18 Classic Drive (PPIN 9514, Forrest County, Ward 1).

Proposed Subdivision



Background and History

Surrounding Area Image

The applicant met with staff at a pre-application meeting in March 2026 to discuss rezoning and subdividing a large piece of land on Classic Drive. They want to rezone the property, currently zoned A-1 and requiring 3-acre minimum lots, to A-2, which requires 1-acre minimum lots. The applicant also expressed a desire to subdivide the land to construct three new single-family homes. The property is not located in a platted subdivision. The applicant has proposed 4 lots that range from 1 acre to 2.47 acres, three of which would be used for single-family residential homes. Two of the four lots have wetlands running through them, with the westernmost lot containing the majority of the wetlands. The applicants have proposed designating that lot as green space and undeveloped to avoid disturbing the wetlands. These proposed lots will front existing city streets; there are no sewer lines, and the status of the water lines is unknown.

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.

Surrounding Area Image

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.

4.5.2 A-2 Agricultural Residential District

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

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.

i. Conformance with the Hattiesburg Comprehensive Plan.

ii. Conformance with the standards of the zoning district.

iii. Conformance with other standards and requirements of this Code and other City policies and regulations.

iv. Determination that adequate public facilities and services will be available concurrent with the impacts of the subdivision.

v. Determination that the project will have little or no adverse or negative impacts upon the natural environment.

12.3.2.4 Final Plat.

i. No Significant Change. Final plats of major subdivisions that are substantially the same as the approved preliminary plat, as determined by the Site and Design Review Committee, shall be approved administratively.

ii. Significant Change. Final plats that exhibit any significant deviation from the approved preliminary plat, as determined by the Site Plan Review Committee, shall require approval by the Planning Commission.

12.3.2.5 Recording. 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.

Considerations and Basis for Approval

Applicant's Requests:

Item G: Rezoning Request
Recommend approval or denial of the requests for a zoning change from A-1 to A-2 for a property located at 18 Classic Drive (PPIN 9514, Forrest County, Ward 1).

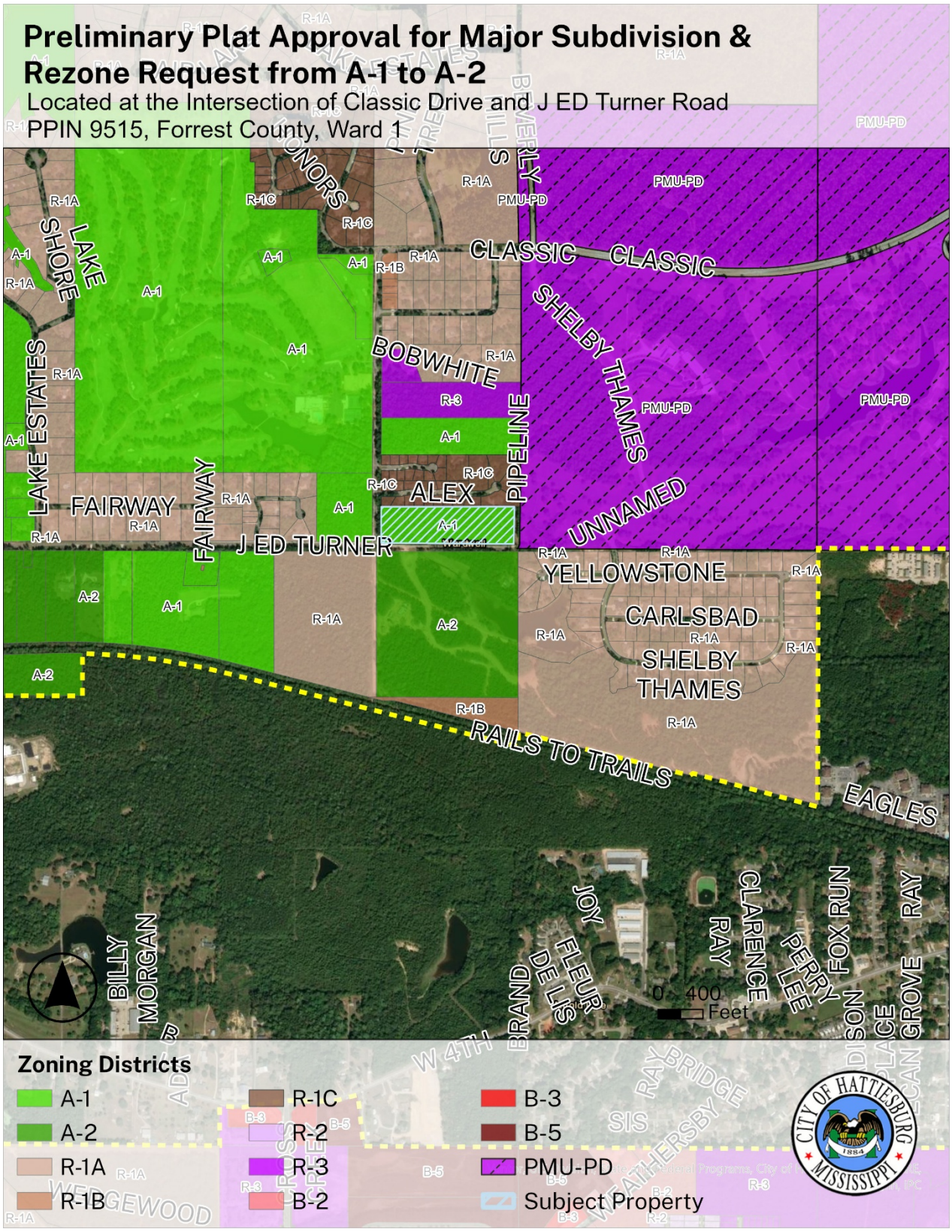
Item H: Subdivision Request
Recommend approval or denial of the request for approval of a preliminary plat for a major subdivision for a property located at 18 Classic Drive (PPIN 9514, Forrest County, Ward 1).

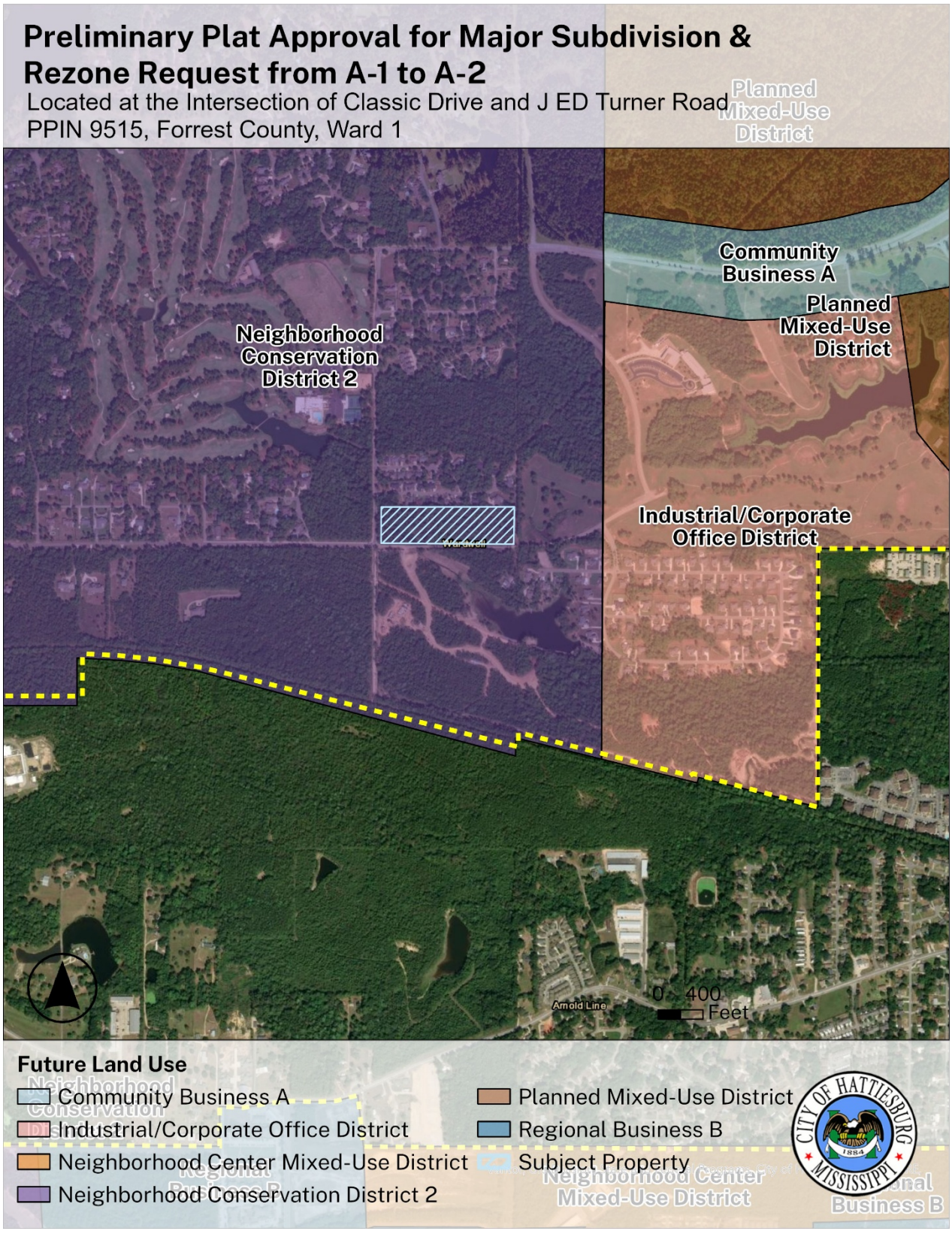
Property Area Image

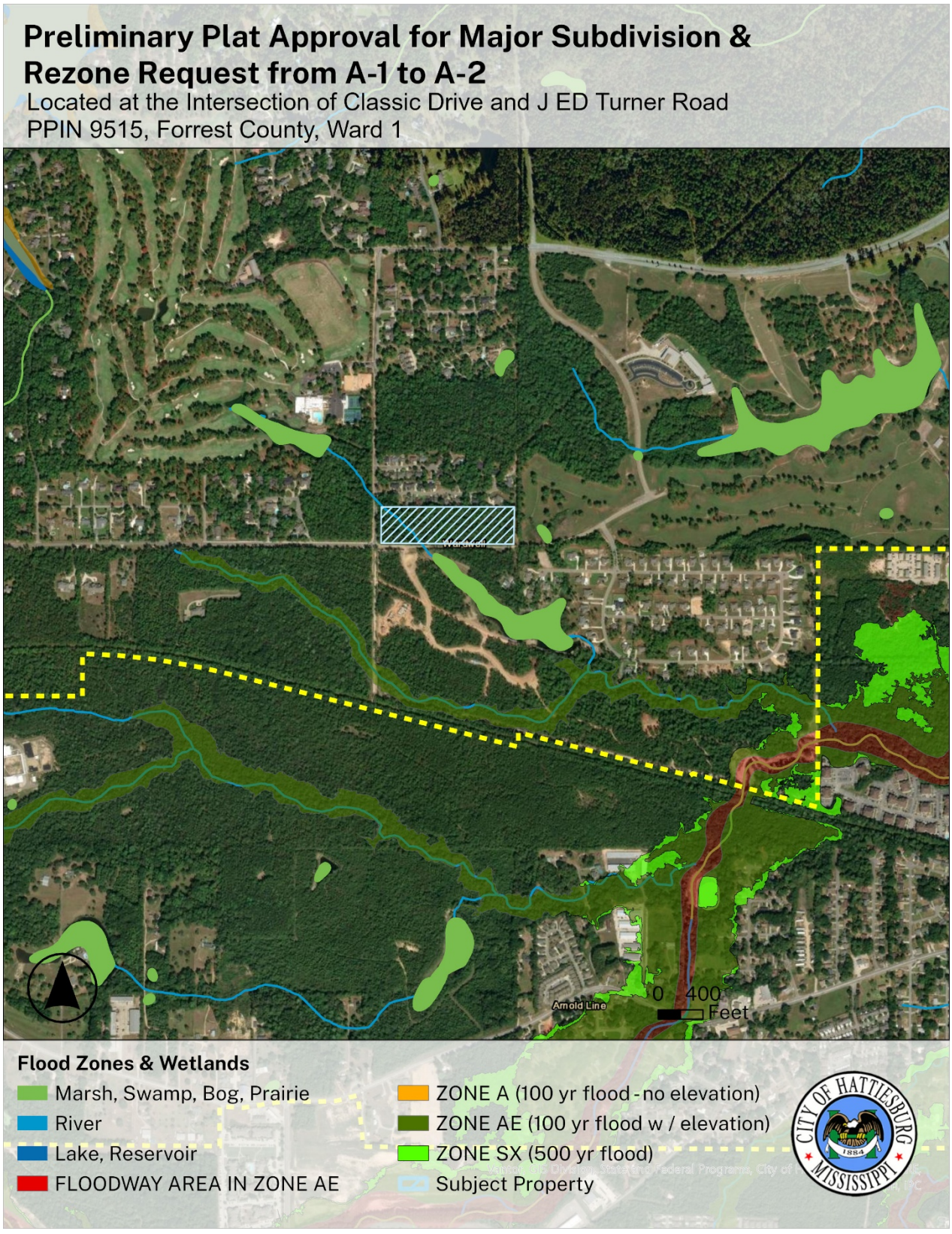
Basis for Approval:

1. Zoning Change & Text Amendments
    a. There was a mistake in the original zoning.
    b. The character of the neighborhood has changed substantially, so that rezoning is clearly justified, and there is a public need for the rezoning.
    c. Annexation

2. Preliminary Plat Approval for Major Subdivisions
    a. Conformance with the Hattiesburg Comprehensive Plan.
    b. Conformance with the standards of the zoning district.
    c. Conformance with other standards and requirements of this Code and other City policies and regulations
    d. Determination that adequate public facilities and services will be available concurrent with the impacts of the subdivision.
    e. Determination that the project will have little or no adverse or negative impacts upon the natural environment

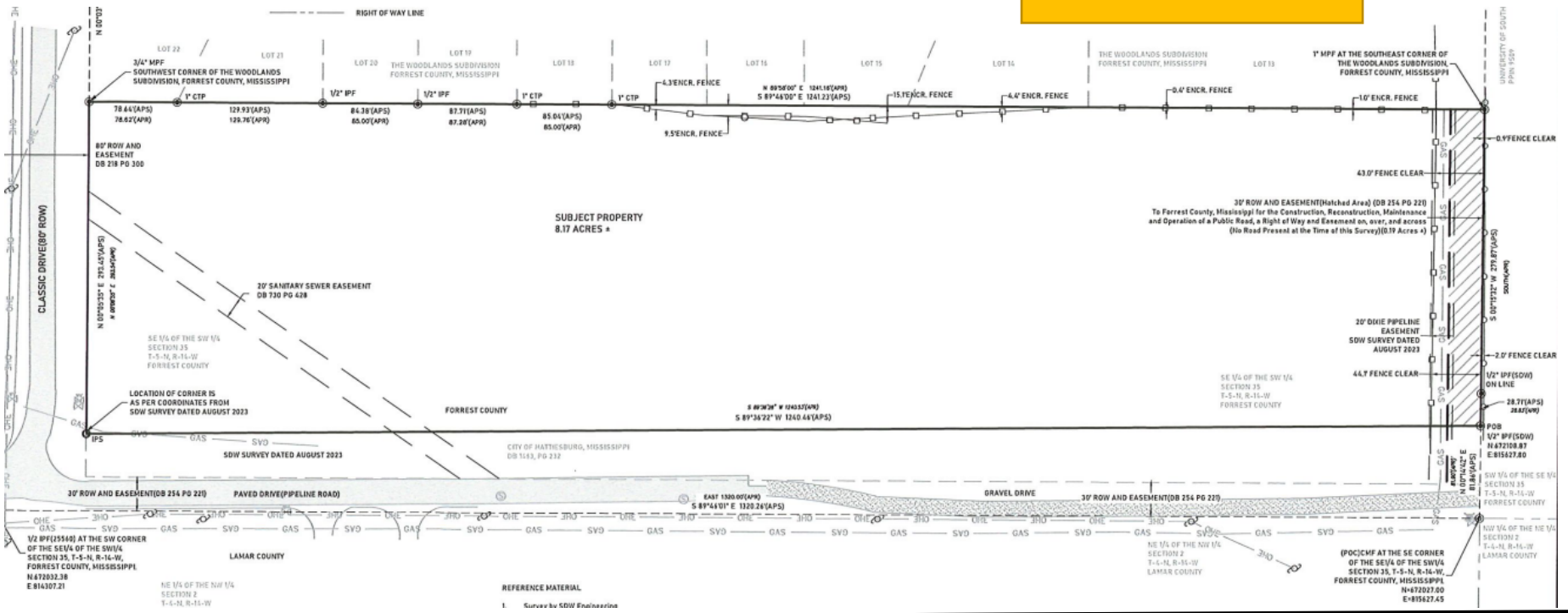

Preliminary Plat Approval for Major Subdivision & Rezone Request from A-1 to A-2
Located at the Intersection of Classic Drive and J ED Turner Road
PPIN 9515, Forrest County, Ward 1
LAKE SHORE
LAKE ESTATES
FAIRWAY
FAIRWAY
J ED TURNER
BOBWHITE
ALEX
PIPELINE
SHELBY THAMES
CLASSIC
CLASSIC
UNNAMED
YELLOWSTONE
CARLSBAD
SHELBY THAMES
RAILS TO TRAILS
EAGLES
BILLY MORGAN
JOY
BRAND
FLEUR DE LIS
CLARENCE RAY
PERRY LEE
FOX RUN
RAY
GROVE
0 400 Feet
Zoning Districts
A-1
A-2
R-1A
R-1B
R-1C
R-2
R-3
B-2
B-3
B-5
PMU-PD
Subject Property
CITY OF HATTIESBURG MISSISSIPPI


Preliminary Plat Approval for Major Subdivision & Rezone Request from A-1 to A-2
Located at the Intersection of Classic Drive and J ED Turner Road
PPIN 9515, Forrest County, Ward 1
Planned Mixed-Use District
Community Business A
Planned Mixed-Use District
Neighborhood Conservation District 2
Industrial/Corporate Office District
Arnold Line
0 400
Feet
Future Land Use
Community Business A
Industrial/Corporate Office District
Neighborhood Center Mixed-Use District
Neighborhood Conservation District 2
Planned Mixed-Use District
Regional Business B
Subject Property
CITY OF HATTIESBURG MISSISSIPPI 1884

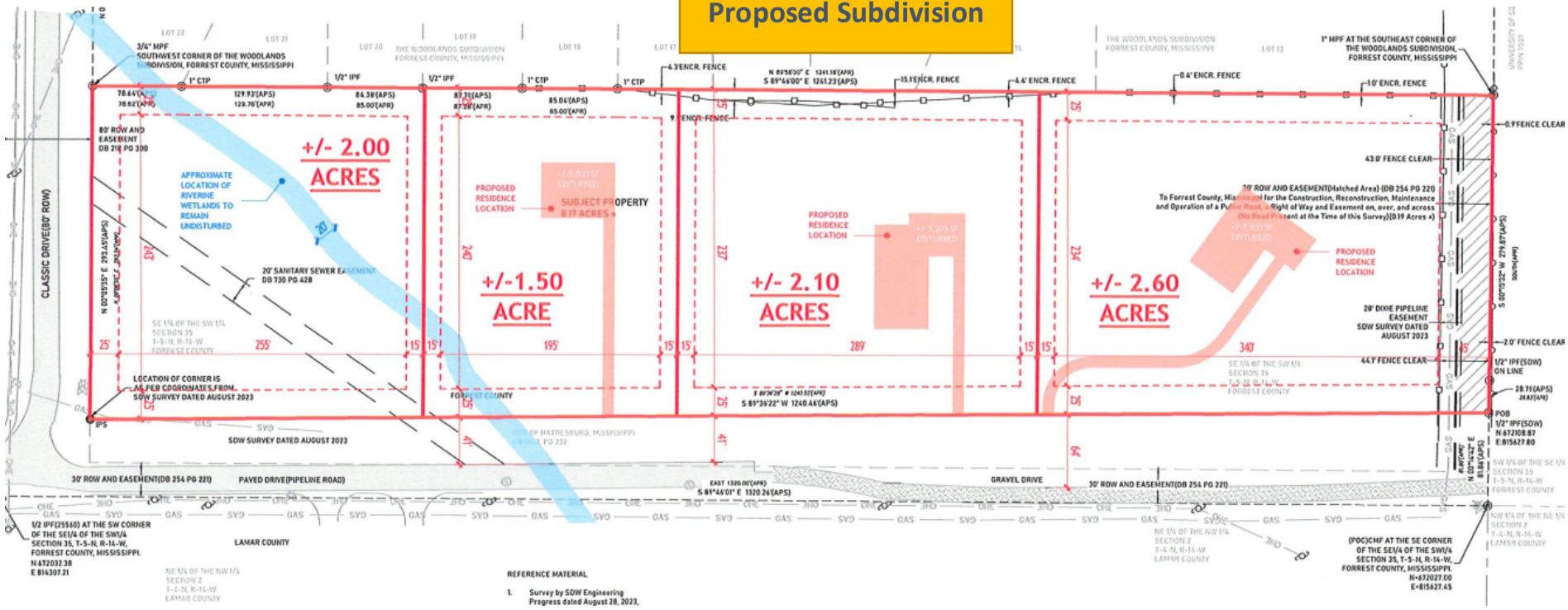

Preliminary Plat Approval for Major Subdivision &
Rezone Request from A-1 to A-2
Located at the Intersection of Classic Drive and J ED Turner Road
PPIN 9515, Forrest County, Ward 1
Arnold Line
0 400
Feet
Flood Zones & Wetlands
Marsh, Swamp, Bog, Prairie
River
Lake, Reservoir
FLOODWAY AREA IN ZONE AE
ZONE A (100 yr flood - no elevation)
ZONE AE (100 yr flood w / elevation)
ZONE SX (500 yr flood)
Subject Property
CITY OF HATTIESBURG
MISSISSIPPI
1884

Medinah Dr
Brookline Dr
Pine Tree Dr
Beverly Hills Rd
Classic Dr
Classic Dr
Classic Dr
City Rd
City Rd
Shelby Thames Dr
Classic Dr
Pipeline Rd
Alex Ln
Classic Dr
J Ed Turner Dr
J Ed Turner Dr
W Yellowstone
E Yellowstone
Carlsbad
Everglades
Longleaf Trace Trl
Longleaf Trace Trl
Longleaf Trace Trl
Longleaf Tr

Existing Parcel



Proposed Subdivision



Application for Public Hearing

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

RECEIVED
MAR 27 2026
BY:

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: Nate Reynolds **Project Name:** Reynolds Land Re-Zoning

Municipal Address of Site: 18 Classic Drive, Hattiesburg, MS 39402 **PPIN #:** 9514

Parcel Number(s): 2-025M-35-071.00

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: A1 Proposed Zoning: A2
☐ 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 #:			

Updated Version 05/22/25

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: March 30, 2026
Hattiesburg Planning Commission Meeting Date: May 6, 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 $ 655.00

Updated Version 05/22/25

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.

Public Hearing Fees	
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: Nate Reynolds **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

18 Classic Drive Hattiesburg MS 39402,
Street Address City State

on this the 27th day of March, 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.

Ethan Hartfield

on this the 27th day of March, 2026.

Nate Reynolds
Property Owner (Print)

Property Owner (Signature)

STATE OF MS

COUNTY OF Forrest

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 27th day of March, 2026

NOTARY PUBLIC

My Commission Expires:
05/22/2026

STATE OF MISSISSIPPI
SHELBY JONES
ID NO. 315087
Commission Expires
05/22/2026
NOTARY PUBLIC
FORREST COUNTY

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

18 Classic Drive Hattiesburg MS 39402,
Street Address City State

on this the 27th day of March, 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.

Ethan Hartfield

on this the 27th day of March, 2026.

Ethan Hartfield
Applicant (Print)

Applicant (Signature)

STATE OF MS

COUNTY OF Forrest

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 27th day of March, 2026.

Shelby Jones
NOTARY PUBLIC

STATE OF MISSISSIPPI
SHELBY JONES
ID NO. 315087
Commission Expires
05/22/2026
NOTARY PUBLIC
FORREST COUNTY

My Commission Expires:
05/22/2026

FOR RE-ZONING APPLICANTS:

As stated in Section 12.3 in the Land Development Code, one of the following conditions must be met before a rezoning can be recommended. Check the condition(s) most applicable to your request and explain in writing:

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

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

The existing property is currently zoned Agriculture A-1. This request is to rezone to Agriculture A-2 in order to subdivide into 4 separate lots. The current lot size requirement for A-1 is 3 acres and with the current parcel being approximately 8.17 acres the Owner would not be able to divide as desired. The request to rezone to A-2 would allow the property to remain Agriculture, a low density residential zone, but allow for minimum lot sizes of 1 acre. The proposed subdivision plan includes 4 individual parcels but only 3 residences will be constructed due to the corner lot having riverine wetlands located within it; these wetlands are to remain and be left undisturbed. The parcel across the street to the south, the location of the new Slate residential development, encountered the same issues of lot size requirements and were granted the same rezone we are requesting here. We are neighbored to the north and south by higher density residential zones and we are requesting to match the lower of the two.

FOR SUBDIVIDING OF LOT, PARCEL OR TRACT

Property Data

- Parent Parcel / Existing lot/parcel/tract contains: approx. 8.20 acres Square Footage/Acres
- Lot Area Requirement: 3.00 acres
- Lot Frontage Requirement: 100 feet
- Existing use of lot/parcel/tract undeveloped
- To be subdivided into 04 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 of private road(s)	STAFF ONLY Lot area & frontage requirements comply?
1.	2.00 A	☒Yes ☐ No	☐Yes ☒ No	Classic Dr & J Ed Turner Drive	☐Yes ☐ No
2.	1.50 A	☒Yes ☐ No	☐Yes ☒ No	J Ed Turner Drive	☐Yes ☐ No
3.	2.10 A	☒Yes ☐ No	☐Yes ☒ No	J Ed Turner Drive	☐Yes ☐ No
4.	2.60 A	☒Yes ☐ No	☐Yes ☒ No	J Ed Turner Drive	☐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
Be sure to include information on the remainder of "existing" lot after splits made – identify as "Parent Parcel"					
Parent Parcel					
	8.20 A	Total square footage of new lots (verify total matches existing parcel prior to splits)			

Infrastructure required: (Check all that apply)

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

The Emergency Management District
4080 U.S Hwy 11, Hattiesburg, MS 39402.
601 544 5911 gerry@forresteoc.com

3/24/2026

Verb Architecture
PPIN 9514

Address Verification

The address **18 Classic Dr, Hattiesburg, MS 39402** is a valid 911 address and is also to be used as the physical, delivery and postal address if mail delivery is requested.

Please contact this office with any questions or concerns about this assignment.

Deputy 911 Coordinator

DEED
Bk:1489 Page:573-576
RCD: 12/29/2025 @ 4:00:13:PM
FORREST COUNTY, MS
LANCE C. REID CHANCERY CLERK

THIS INSTRUMENT PREPARED BY:
Richard & Thomas, PLLC
132 Westover Drive
Hattiesburg, MS 39402
(601) 602-2457

Indexing Instructions: The property described in this instrument is situated in part of the SE ¼ of the SW ¼ of Section 35, T-5-N, R-14-W, Forrest County, Mississippi. Please index accordingly in the sectional index.

RETURN TO:
Richard & Thomas, PLLC
132 Westover Drive
Hattiesburg, MS 39402
(601) 602-2457

STATE OF MISSISSIPPI

COUNTY OF FORREST

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned GRANTORS

DENTON B. BIGLANE 2011 TRUST
P.O. Box 966
Natchez, MS 39121
Phone: (601) 445-7100

and

NOBILE CHILDREN'S TESTAMENTARY TRUST
P.O. Box 966
Natchez, MS 39121
Phone: (228) 223-7820

do hereby grant, bargain, sell, convey and warrant unto GRANTEES

NATE REYNOLDS and LAUREN REYNOLDS
10 Fleur de Lis
Hattiesburg, MS 39402
Phone: 601-900-8023

as tenants by the entirety with full rights of survivorship, and not as tenants in common and not as joint tenants, the following described real property, lying and being situate in Forrest County, Mississippi, described as follows, to wit:

A parcel of land being part of the SE ¼ of the SW ¼ of Section 35, Township 5 North, Range 14 West, Forrest County, Mississippi, having bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of (-)00 degrees 16 minutes 51.59 seconds and using grid distances with a combined factor of 0.99998257 (determined at the Point of Commencement) and being more particularly described as follows:
Commence at a concrete monument found at the Southeast corner of the SE ¼ of the SW ¼ of said Section 35, said point having grid coordinates of N: 672027.00, E: 815627.45; thence along the East line of said SE ¼ of the SW ¼ run North 00 degrees 14 minutes 42 seconds East for 81.86 feet to a ½" iron pin found with cap stamped SDW at the Northeast corner of the property described in Land Deed Book 1463 at Page 232 also being the Point of Beginning, said point having grid coordinates of N: 672108.87, E: 815627.80; thence leaving said East line run along

the North line of said property South 89 degrees 36 minutes 22 seconds West for 1240.46 feet to a ½" iron pin set on the East right of way of Classic Drive; thence leaving said North line run along the said East right of way North 00 degrees 05 minutes 35 seconds East for 293.45 feet to a ¾" metal pipe found marking the Southwest corner of The Woodlands Subdivision, Forrest County, Mississippi; thence leaving said East right of way run along the South line of said Subdivision South 89 degrees 46 minutes 00 seconds East for 1241.23 feet to a 1" metal pipe found marking the Southeast corner of said Subdivision also being on the East line of the said SE ¼ of the SW ¼; thence along the East line of the said SE ¼ of the SW ¼ run South 00 degrees 15 minutes 32 seconds West for 279.87 feet back to the Point of Beginning. Said parcel contains 8.17 acres, more or less, and being the same property described and shown on the survey by Clearpoint Engineering dated November 26, 2025 and attached hereto as Exhibit "A"; together with all improvements thereon and appurtenances thereunto belonging.

Grantor(s) and Grantee(s) shall pro-rate county and state ad valorem taxes for 2025.

The above warranty and this conveyance is made subject to any and all valid and outstanding oil, gas and mineral leases, exceptions, reservations and conveyances.

The above warranty and this conveyance is made subject to any and all covenants, restrictions or conditions of record or in use of the subject property, and any and all rights of way and easements for public roads and public utilities as presently laid out, constructed or in use.

The above warranty and this conveyance is made subject to that certain sanitary sewer easement to the City of Hattiesburg dated April 13, 1995 and recorded in Land Deed Book 730 at Page 428, in the office of the Chancery Clerk of Forrest County, Mississippi.

The above warranty and this conveyance is made subject to that certain gas pipeline easement to the Dixie Pipeline Company dated October 9, 1961 and recorded in Land Deed Book 238 at Page 644, in the office of the Chancery Clerk of Forrest County, Mississippi.

WITNESS the signature of said trust by its successor trustee after first having been duly authorized by said trust so to sign, execute and deliver said instrument on this 18 day of December, 2025.

DENTON B. BIGLANE 2011 TRUST

By: Nancy K. Biglane
NANCY K. BIGLANE, Successor Trustee

STATE OF MISSISSIPPI

COUNTY OF Adams

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of December, A.D., 2025, within my jurisdiction, the within named **NANCY K. BIGLANE**, who acknowledge that she is Successor Trustee of the DENTON G. BIGLANE 2001 TRUST, and in said representative capacity she executed the above and foregoing instrument after first having been duly authorized by said trust so to do.

Morgan Eidt Dollar
NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 22052 MORGAN EIDT DOLLAR Commission Expires Feb. 17, 2026 ADAMS COUNTY

My Commission Expires:

File No. 25-12-912

WITNESS the signature of said trust by its trustee after first having been duly authorized by said trust so to sign, execute and deliver said instrument on this 18th day of December, 2025.

NOBILE CHILDREN'S TESTAMENTARY TRUST

By: T. Russell Nab. 6
T. RUSSELL NOBILE, Trustee

STATE OF MISSISSIPPI

COUNTY OF HARRISON

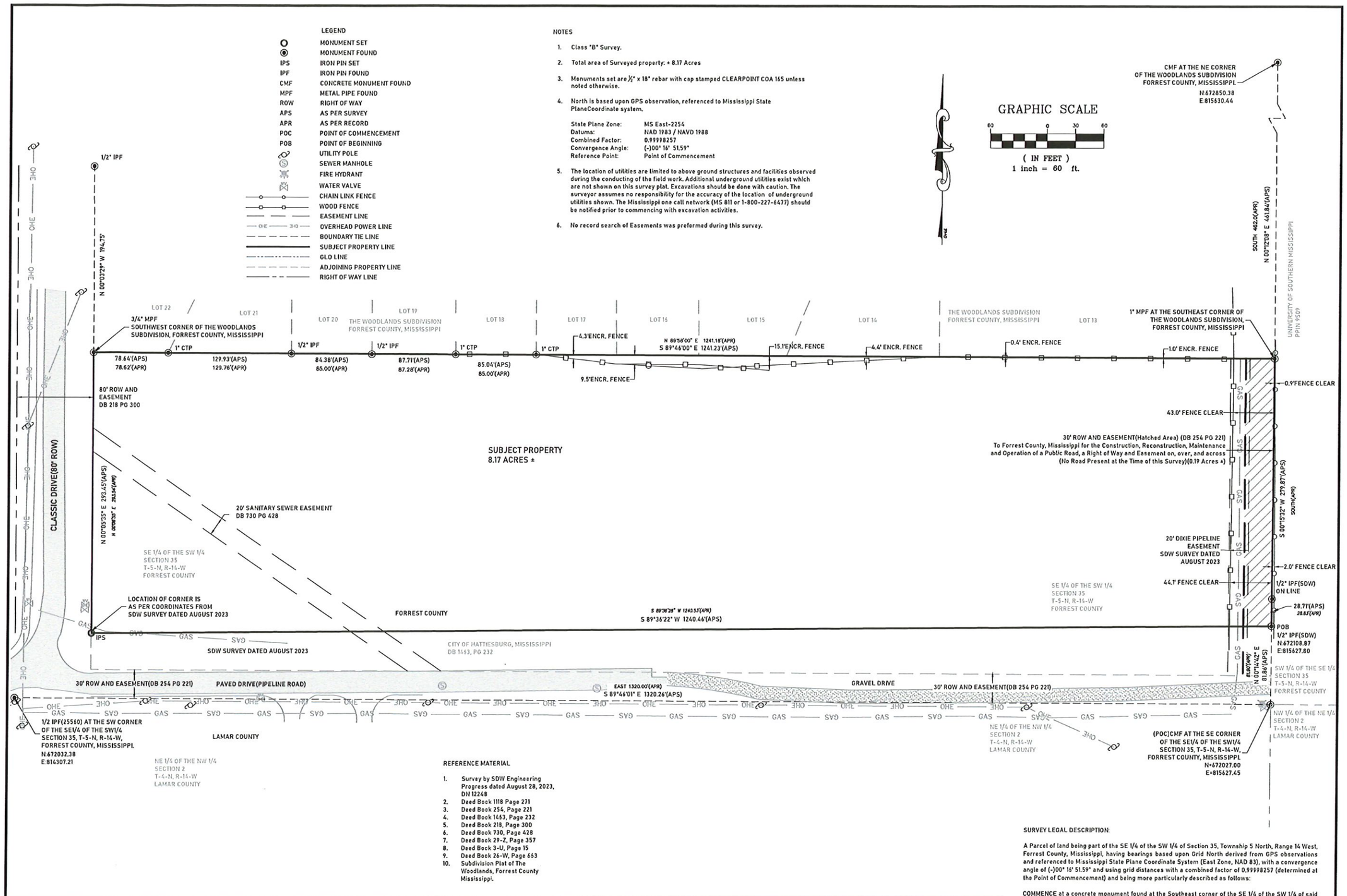
Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of December, A.D., 2025, within my jurisdiction, the within named T. RUSSELL NOBILE, who acknowledge that he is Trustee of the Nobile Children's Testamentary Trust, and in said representative capacity she executed the above and foregoing instrument after first having been duly authorized by said trust so to do.

NOTARY PUBLIC

My Commission Expires: 10/01/2028

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID# 249353
ROMON HUDSON
Commission Expires
Oct. 1, 2028
HARRISON COUNTY

File No. 25-12-912


LEGEND
MONUMENT SET
MONUMENT FOUND
IPS IRON PIN SET
IPF IRON PIN FOUND
CMF CONCRETE MONUMENT FOUND
MPF METAL PIPE FOUND
ROW RIGHT OF WAY
APS AS PER SURVEY
APR AS PER RECORD
POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
UTILITY POLE
SEWER MANHOLE
FIRE HYDRANT
WATER VALVE
CHAIN LINK FENCE
WOOD FENCE
EASEMENT LINE
OVERHEAD POWER LINE
BOUNDARY TIE LINE
SUBJECT PROPERTY LINE
GLO LINE
ADJOINING PROPERTY LINE
RIGHT OF WAY LINE
NOTES
1. Class "B" Survey.
2. Total area of Surveyed property: ± 8.17 Acres
3. Monuments set are ½" x 18" rebar with cap stamped CLEARPOINT COA 165 unless noted otherwise.
4. North is based upon GPS observation, referenced to Mississippi State PlaneCoordinate system.
State Plane Zone: MS East-2254
Datums: NAD 1983 / NAVD 1988
Combined Factor: 0.99998257
Convergence Angle: (-)00° 16' 51.59"
Reference Point: Point of Commencement
5. The location of utilities are limited to above ground structures and facilities observed during the conducting of the field work. Additional underground utilities exist which are not shown on this survey plat. Excavations should be done with caution. The surveyor assumes no responsibility for the accuracy of the location of underground utilities shown. The Mississippi one call network (MS 811 or 1-800-227-6477) should be notified prior to commencing with excavation activities.
6. No record search of Easements was preformed during this survey.
GRAPHIC SCALE
60 0 30 60
(IN FEET)
1 inch = 60 ft.
CMF AT THE NE CORNER OF THE WOODLANDS SUBDIVISION FORREST COUNTY, MISSISSIPPI
N:672850.38
E:815630.44
1/2" IPF
N 00°03'29" W 194.75'
LOT 22
LOT 21
LOT 20
THE WOODLANDS SUBDIVISION FORREST COUNTY, MISSISSIPPI
LOT 19
LOT 18
LOT 17
LOT 16
LOT 15
LOT 14
THE WOODLANDS SUBDIVISION FORREST COUNTY, MISSISSIPPI
LOT 13
3/4" MPF SOUTHWEST CORNER OF THE WOODLANDS SUBDIVISION, FORREST COUNTY, MISSISSIPPI
1" CTP
1/2" IPF
1/2" IPF
1" CTP
1" CTP
78.64'(APS) 78.62'(APR)
129.93'(APS) 129.76'(APR)
84.38'(APS) 85.00'(APR)
87.71'(APS) 87.28'(APR)
85.04'(APS) 85.00'(APR)
4.3'ENCR. FENCE
9.5'ENCR. FENCE
N 89°58'00" E 1241.18'(APR)
S 89°46'00" E 1241.23'(APS)
15.1'ENCR. FENCE
4.4' ENCR. FENCE
0.4' ENCR. FENCE
1.0' ENCR. FENCE
1" MPF AT THE SOUTHEAST CORNER OF THE WOODLANDS SUBDIVISION, FORREST COUNTY, MISSISSIPPI
SOUTH 462.0(APR)
N 00°12'08" E 461.84'(APS)
UNIVERSITY OF SOUTHERN MISSISSIPPI PPIN 9509
80' ROW AND EASEMENT DB 218 PG 300
CLASSIC DRIVE(80' ROW)
N 00°05'35" E 293.45'(APS)
20' SANITARY SEWER EASEMENT DB 730 PG 428
SUBJECT PROPERTY
8.17 ACRES ±
0.9'FENCE CLEAR
43.0' FENCE CLEAR
30' ROW AND EASEMENT(Hatched Area) (DB 254 PG 221)
To Forrest County, Mississippi for the Construction, Reconstruction, Maintenance and Operation of a Public Road, a Right of Way and Easement on, over, and across (No Road Present at the Time of this Survey)(0.19 Acres ±)
S 00°15'32" W 279.87'(APS)
SOUTH(APR)
20' DIXIE PIPELINE EASEMENT SDW SURVEY DATED AUGUST 2023
2.0' FENCE CLEAR
44.1' FENCE CLEAR
1/2" IPF(SDW) ON LINE
28.71'(APS) 28.83'(APR)
POB 1/2" IPF(SDW) N:672108.87 E:815627.80
SW 1/4 OF THE SE 1/4 SECTION 35 T-5-N, R-14-W FORREST COUNTY
SE 1/4 OF THE SW 1/4 SECTION 35 T-5-N, R-14-W FORREST COUNTY
LOCATION OF CORNER IS AS PER COORDINATES FROM SDW SURVEY DATED AUGUST 2023
IPS
SDW SURVEY DATED AUGUST 2023
FORREST COUNTY
S 89°36'28" W 1240.57'(APR)
S 89°36'22" W 1240.46'(APS)
CITY OF HATTIESBURG, MISSISSIPPI DB 1463, PG 232
30' ROW AND EASEMENT(DB 254 PG 221)
PAVED DRIVE(PIPELINE ROAD)
EAST 1320.00'(APR)
S 89°46'01" E 1320.26'(APS)
GRAVEL DRIVE
30' ROW AND EASEMENT(DB 254 PG 221)
1/2 IPF(25560) AT THE SW CORNER OF THE SE1/4 OF THE SW1/4 SECTION 35, T-5-N, R-14-W, FORREST COUNTY, MISSISSIPPI
N:672032.38
E:814307.21
LAMAR COUNTY
NE 1/4 OF THE NW 1/4 SECTION 2 T-4-N, R-14-W LAMAR COUNTY
NE 1/4 OF THE NW 1/4 SECTION 2 T-4-N, R-14-W LAMAR COUNTY
(POC)CMF AT THE SE CORNER OF THE SE1/4 OF THE SW1/4 SECTION 35, T-5-N, R-14-W, FORREST COUNTY, MISSISSIPPI
N:672027.00
E:815627.45
NW 1/4 OF THE NE 1/4 SECTION 2 T-4-N, R-14-W LAMAR COUNTY
REFERENCE MATERIAL
1. Survey by SDW Engineering Progress dated August 28, 2023, DN 12248
2. Deed Book 1118 Page 271
3. Deed Book 254, Page 221
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8. Deed Book 3-U, Page 15
9. Deed Book 26-W, Page 663
10. Subdivision Plat of The Woodlands, Forrest County Mississippi.
SURVEY LEGAL DESCRIPTION:
A Parcel of land being part of the SE 1/4 of the SW 1/4 of Section 35, Township 5 North, Range 14 West, Forrest County, Mississippi, having bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of (-)00° 16' 51.59" and using grid distances with a combined factor of 0.99998257 (determined at the Point of Commencement) and being more particularly described as follows:
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SHEET SIZE = 18" X 24"
S1
SHEET NO.
BOUNDARY SURVEY
PART OF THE SE 1/4 OF THE SW 1/4 SECTION 35, T-5-N, R-14-W, FORREST COUNTY, MISSISSIPPI
PREPARED FOR:
NATE REYNOLDS
CLEARPOINT ENGINEERS
1051 Jackson Road | Hattiesburg, MS 39402
t 601.261.2609 | clearpointengineers.com
JOHN C. ANGLIN REGISTERED PROFESSIONAL LAND SURVEYOR PLS-02865 STATE OF MISSISSIPPI
Rev. 12/18/25
CAD FILE: 94682001_Survey.dwg
CCE PROJ.: 94682001
SCALE: 1" = 60'
SURVEYED: November 26, 2025
SURVEYED BY: C.T.
DRAWN BY: R.D.

LEGEND

	MONUMENT SET
	MONUMENT FOUND
IPS	IRON PIN SET
IPF	IRON PIN FOUND
CMF	CONCRETE MONUMENT FOUND
MPF	METAL PIPE FOUND
ROW	RIGHT OF WAY
APS	AS PER SURVEY
APR	AS PER RECORD
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
	UTILITY POLE
	SEWER MANHOLE
	FIRE HYDRANT
	WATER VALVE
	CHAIN LINK FENCE
	WOOD FENCE
	EASEMENT LINE
	OVERHEAD POWER LINE
	BOUNDARY TIE LINE
	SUBJECT PROPERTY LINE
	GLO LINE
	ADJOINING PROPERTY LINE
	RIGHT OF WAY LINE

NOTES

1. Class "B" Survey.
2. Total area of Surveyed property: ± 8.17 Acres
3. Monuments set are ½" x 18" rebar with cap stamped CLEARPOINT COA 165 unless noted otherwise.
4. North is based upon GPS observation, referenced to Mississippi State PlaneCoordinate system.

State Plane Zone:	MS East-2254
Datums:	NAD 1983 / NAVD 1988
Combined Factor:	0.99998257
Convergence Angle:	(-)00° 16' 51.59"
Reference Point:	Point of Commencement

5. The location of utilities are limited to above ground structures and facilities observed during the conducting of the field work. Additional underground utilities exist which are not shown on this survey plat. Excavations should be done with caution. The surveyor assumes no responsibility for the accuracy of the location of underground utilities shown. The Mississippi one call network (MS 811 or 1-800-227-6477) should be notified prior to commencing with excavation activities.
6. No record search of Easements was preformed during this survey.

GRAPHIC SCALE

60 0 30 60

(IN FEET)
1 inch = 60 ft.

CMF AT THE NE CORNER OF THE WOODLANDS SUBDIVISION FORREST COUNTY, MISSISSIPPI
N:672850.38
E:815630.44

1/2" IPF

N 00°03'29" W 194.75'

3/4" MPF SOUTHWEST CORNER OF THE WOODLANDS SUBDIVISION, FORREST COUNTY, MISSISSIPPI

1" MPF AT THE SOUTHEAST CORNER OF THE WOODLANDS SUBDIVISION, FORREST COUNTY, MISSISSIPPI

LOT 22 | LOT 21 | LOT 20 | LOT 19 | LOT 18 | LOT 17 | LOT 16 | LOT 15 | LOT 14 | LOT 13

THE WOODLANDS SUBDIVISION FORREST COUNTY, MISSISSIPPI

1" CTP | 1/2" IPF | 1/2" IPF | 1" CTP | 1" CTP

78.64'(APS) 78.62'(APR) | 129.93'(APS) 129.76'(APR) | 84.38'(APS) 85.00'(APR) | 87.71'(APS) 87.28'(APR) | 85.04'(APS) 85.00'(APR)

4.3'ENCR. FENCE | N 89°58'00" E 1241.18'(APR) S 89°46'00" E 1241.23'(APS) | 15.1'ENCR. FENCE | 4.4' ENCR. FENCE | 0.4' ENCR. FENCE | 1.0' ENCR. FENCE

9.' ENCR. FENCE

0.9'FENCE CLEAR

43.0' FENCE CLEAR

80' ROW AND EASEMENT DB 218 PG 300

CLASSIC DRIVE(80' ROW)

N 00°05'35" E 293.45'(APS) N 00°05'35" E 293.45'(APR)

APPROXIMATE LOCATION OF RIVERINE WETLANDS TO REMAIN UNDISTURBED

20'

+/- 2.00 ACRES

20' SANITARY SEWER EASEMENT DB 730 PG 428

SE 1/4 OF THE SW 1/4 SECTION 35 T-5-N, R-14-W FORREST COUNTY

PROPOSED RESIDENCE LOCATION

+/-5,000 SF DISTURBED

SUBJECT PROPERTY 8.17 ACRES ±

+/-1.50 ACRE

PROPOSED RESIDENCE LOCATION

+/-7,200 SF DISTURBED

+/- 2.10 ACRES

+/-7,921 SF DISTURBED

PROPOSED RESIDENCE LOCATION

+/- 2.60 ACRES

20' ROW AND EASEMENT(Hatched Area) (DB 254 PG 221) To Forrest County, Mississippi for the Construction, Reconstruction, Maintenance and Operation of a Public Road, a Right of Way and Easement on, over, and across (No Road Present at the Time of this Survey)(0.19 Acres ±)

20' DIXIE PIPELINE EASEMENT SDW SURVEY DATED AUGUST 2023

SOUTH 462.0'(APR) N 00°12'08" E 461.84'(APS)

S 00°15'32" W 279.87'(APS) SOUTH(APR)

2.0' FENCE CLEAR

44.1' FENCE CLEAR

1/2" IPF(SDW) ON LINE

28.71(APS) 28.83'(APR)

POB 1/2" IPF(SDW) N:672108.87 E:815627.80

SW 1/4 OF THE SE 1/4 SECTION 35 T-5-N, R-14-W FORREST COUNTY

N 01°07'42" E 81.86'(APS) 81.86'(APR)

NW 1/4 OF THE NE 1/4 SECTION 2 T-4-N, R-14-W LAMAR COUNTY

LOCATION OF CORNER IS AS PER COORDINATES FROM SDW SURVEY DATED AUGUST 2023

IPS

SDW SURVEY DATED AUGUST 2023

FORREST COUNTY

CITY OF HATTIESBURG, MISSISSIPPI DB 3 PG 232

S 89°36'28" W 1240.53'(APR) S 89°35'22" W 1240.46'(APS)

30' ROW AND EASEMENT(DB 254 PG 221)

PAVED DRIVE(PIPELINE ROAD)

EAST 1320.00'(APR) S 89°46'01" E 1320.26'(APS)

GRAVEL DRIVE

30' ROW AND EASEMENT(DB 254 PG 221)

1/2 IPF(2550) AT THE SW CORNER OF THE SE1/4 OF THE SW1/4 SECTION 35, T-5-N, R-14-W, FORREST COUNTY, MISSISSIPPI. N:672032.38 E:814307.21

LAMAR COUNTY

NE 1/4 OF THE NW 1/4 SECTION 2 T-4-N, R-14-W LAMAR COUNTY

NE 1/4 OF THE NW 1/4 SECTION 2 T-4-N, R-14-W LAMAR COUNTY

(POC)CMF AT THE SE CORNER OF THE SE1/4 OF THE SW1/4 SECTION 35, T-5-N, R-14-W, FORREST COUNTY, MISSISSIPPI. N:672027.00 E:815627.45

UNIVERSITY OF SOUTHERN MISSISSIPPI PPIN 19201

REFERENCE MATERIAL

1. Survey by SDW Engineering Progress dated August 28, 2023, DN 12248
2. Deed Book 1118 Page 271
3. Deed Book 254, Page 221
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SHEET SIZE - 18" X 24"	SHEET NO. S1	BOUNDARY SURVEY PART OF THE SE 1/4 OF THE SW 1/4 SECTION 35, T-5-N, R-14-W, FORREST COUNTY, MISSISSIPPI	PREPARED FOR: NATE REYNOLDS	CLEARPOINT ENGINEERS 1051 Jackson Road | Hattiesburg, MS 39402 t 601.261.2609 | clearpointengineers.com	JOHN C. ANGLIN REGISTERED PROFESSIONAL LAND SURVEYOR PLS-02865 STATE OF MISSISSIPPI Rev. 12/18/25

CAD FILE:	94682001_Survey.dwg
CCE PROJ.:	94682001
SCALE:	1" = 60'
SURVEYED:	November 26, 2025
SURVEYED BY:	C.T.
DRAWN BY:	R.D.

URBAN DEVELOPMENT
PLANNING DIVISION

PRE-APPLICATION MEETING SUMMARY NOTES

Meeting Date: Thursday, March 12, 2026
Pre-App Number: 0226-1112

Staff Present: Nathan Satcher (Senior Planner), Kevin Bates (Building Official), Jerald Little (Engineering Technician), Meridian McDaniel (Planner I), Noah Gower (Engineering Technician)

STATUS: APPLY FOR PUBLIC HEARING

Project: Reynolds Parcel Rezoning

Address: Near J Ed Turner

Presented by: Etan Hartfield

Use Designation: Dwelling, Single Family

PPIN: 9514

Flood Zone: X

Historic District: N/A

Elevation Certificate Required: No

County: Forrest

Ward: 1

Construction type: New Construction

Zoning: R-1A

Estimated Cost: TBD

Project Summary:

- Applicant Summary
  - Wanting to rezone the property to be able to get under 3-acre lots. Looking at 4 lots ranging from 1 acre to 2.47 acres. Wanting to go from A-1 to A2.
- Planning
  - Wetlands through the southwest of the property (for subdivision when selling land)
    - This will need to go on the plat
    - Riverine Wetlands
  - Major Subdivision and Rezoning will be needed
    - Major Subdivision
      - 4 or more lots require a major subdivision
      - Major subdivision has to go to a public hearing (Planning Commission)
    - Rezoning
      - Requires a public hearing (Planning Commission)—applicant wanting to go from A-1 to A-2
  - Public Hearing Information
    - May Public Hearing – Planning Commission
      - Application Deadline – March 30th at 5pm
      - Hearing Date- May 6th at 1pm
    - Preliminary plat will be required for public hearing
    - Staff recommendation to talk to the neighborhood about the rezoning
- Building
  - No comments at this meeting.
- Engineering

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.

- Utilities
    - Sewer line is not present on J Ed Turner in front of the property
- Fire
    - No comments at this meeting.

NEXT STEPS:

- Additional information
    - Public Hearing Information
        - May Public Hearing – Planning Commission
            - Application Deadline – March 30th at 5pm
            - Hearing Date- May 6th at 1pm
- Permits
    - Apply for the 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.

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____

OF THE

CITY OF HATTIESBURG, MISSISSIPPI
AN ORDINANCE CHANGING AND AMENDING THE OFFICIAL ZONING MAP, ADOPTED AS PART OF THE LAND DEVELOPMENT CODE ORDINANCE NO. 3209, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT 18 CLASSIC DRIVE (PARCEL 2-025M-35-071.00, PPIN 9514, FORREST CO., WARD 1) FROM SECTION 4.5.1 A-1 (AGRICULTURAL) DISTRICT TO SECTION 4.5.2, A-2 (AGRICULTURAL RESIDENTIAL) DISTRICT.

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

SECTION 1. That the Official Zoning Map, adopted as part of the Land Development Code Ordinance No. 3209, as amended, of the City of Hattiesburg, Mississippi, be, and the same is hereby changed and amended for the following property:

Parcel No.: 2-025M-35-071.00, PPIN 9514, Located in Forrest County, Mississippi

Legal Description of Property

A Parcel of land being part of the SE 1/4 of the SW 1/4 of Section 35, Township 5 North, Range 14 West, Forrest County, Mississippi, having bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83) with a convergence angle of (-)00 degrees 16 minutes 51.59 seconds and using grid distances with a combined factor of 0.99998257 (determined at the Point of Commencement) and being more particularly described as follows:
COMMENCE at a concrete monument found at the Southeast corner of the SE 1/4 of the SW 1/4 of said Section 35, said point having grid coordinates of N: 672027.00, E: 815627.45; thence along the East line of said SE 1/4 of the SW 1/4 run North 00 degrees 14 minutes 42 seconds East for 81.86 feet to a 1/2" iron pin found with cap stamped SDW at the Northeast corner of the property described in Deed Book 1463 at Page 232 also being the POINT OF BEGINNING, said point having grid coordinates of N: 672108.87, E: 815627.80; thence leaving said East line run along the North line of said property South 89 degrees 36 minutes 22 seconds West for 1240.46 feet to a 1/2" iron pin set on the East right of way of Classic Drive; thence leaving said North line run along the said East right of way North 00 degrees 05 minutes 35 seconds East for 293.45 feet to a

3/4” metal pipe found marking the Southwest corner of The Woodlands Subdivision, Forrest County, Mississippi; thence leaving said East right of way run along the South line of said Subdivision South 89 degrees 46 minutes 00 seconds East for 1241.23 feet to a 1” metal pipe found marking the Southeast corner of said Subdivision also being on the East line of the said SE 1/4 of the SW 1/4; thence along the East line of the said SE 1/4 of the SW 1/4 run South 00 degrees 15 minutes 32 seconds West for 279.87 feet back to the POINT OF BEGINNING. Said parcel contains 8.17 acres, more or less.

SECTION 2. The Hattiesburg Planning Commission held a duly advertised public hearing on May 6, 2026, and voted to recommend approval of the change in zoning from **A-1 to A-2.**

SECTION 3. Having considered the Planning Commission’s recommendation and the record, the Mayor and City Council find that the character of the neighborhood has changed substantially such that rezoning is clearly justified and that a public need exists for the rezoning.

SECTION 4. Except as hereby expressly changed and amended, the aforesaid Official Zoning Map and the Land Development Code Ordinance No. 3209, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

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

SECTION 5. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

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

YEAS: NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the_____day of_____ A.D., 2026.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the_____day of_____ A.D., 2026.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
May 6th, 2026

Board Members Roll Call:

Members Present:

1. Charles Dawe
2. Amy Hinton, Chair
3. Caroline Ingram
4. Elayne Lockett
5. Lee Anne Venable (departed at 3:00pm)
6. Rebekah Ray, Secretary
7. Michael Dickerson
8. Edward Hargrove (departed at 3:00pm)
9. Rhoda Pickett, Vice Chair

Members Absent

1. Richard Conville

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
6. Kevin Bates, Building Official

Amy Hinton, Chair, declared the Hattiesburg Planning Commission meeting open and in session at 1:00pm.

AGENDA REVIEW

The May 2026 agenda was reviewed.

Motion:

Rebekah Ray motioned to accept the amended agenda.

Second:

Lee Anne Venable.

Vote:

Board Member	Yea	Nay	Other
Richard Conville			ABSENT
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		

MINUTES REVIEW

The minutes from the April 2026 meeting were reviewed.

Motion:

Caroline Ingram motioned to approve the April 2026 meeting minutes.

Second:

Rhoda Pickett.

Vote:

Board Member	Yea	Nay	Other
Richard Conville			ABSENT
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		

BUSINESS MEETING

1. Building Report:
    a. The building official reported on building permits from April.
2. Planning Report:

a. The planning team reported on last month's cases, updates for the new comprehensive plan public engagement, and the need for a meeting next Wednesday.

3. Chair's Report:
    a. No report.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

Item A:

Subdivision Request- Alan Howe, Applicant, requests to alter a platted subdivision known as the "Country Club Lake Estates, 1st Addition" for a property located at 52 Fair Lake Drive (PPIN 9823, Ward 1, Forrest County).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
    - None
- **Proponents:**
    - None
- **Opponents:**
    - None

Motion:

Lee Anne Venable motioned to table the request to next month.

Second:

Elayne Lockett.

Vote:

Board Member	Yea	Nay	Other
Richard Conville			ABSENT
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		

Item B

Street/Alley Closure - The Housing Authority for the City of Hattiesburg/Judy Mellard, Applicants, request to close a portion of Kemper Street between Briarfield Street and E 2nd Street and a portion of E 3rd Street between Ryan Street and Gordon Street (Ward 2, Forrest County).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - Jesse Sweigart
  - Judy Mellard
- **Proponents:**
  - None
- **Opponents:**
  - Louis Gagnet
- **General Comments:**
  - Quimby Chunn

Motion:

Edward Hargrove motioned to recommend approval of the request.

Second:

Caroline Ingram.

Vote:

Board Member	Yea	Nay	Other
Richard Conville			ABSENT
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		

Item C:

Subdivision Request - Housing Authority of the City of Hattiesburg/Judy Mellard, Applicants, requests to alter a platted subdivision known as the Hardy and Scott Survey of the City of Hattiesburg Subdivision and request approval for a preliminary plat (Ward 2, Forrest County).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - Jesse Sweigart

- Judy Mellard

- **Proponents:**
  - None
- **Opponents:**
  - Louis Gagnet
- **General Comments:**
  - Quimby Chunn

Motion:

Edward Hargrove motioned to recommend approval of the request.

Second:

Caroline Ingram.

Vote:

Board Member	Yea	Nay	Other
Richard Conville			ABSENT
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		

Item D:

Historic Flood Variance Request - Beau Roberts, Applicant, requests a variance from Article 6, Section E of the Flood Ordinance, which states that qualifying historic structures may apply for a flood variance from the requirement to elevate or flood-proof the structure, for a structure at 213 Main Street (PPIN 18526, Forrest County, Ward 4).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - Lori Brechtel
- **Proponents:**
  - None
- **Opponents:**
  - None

Motion:

Caroline Ingram motioned to talbe the request untilt he applicant provides engineering proof that the building cannot be flood proofed.

The motion died without a second

Motion:

Edward Hargrove motioned to recommend approval of the request.

Second:

Michael Dickerson.

Vote:

Board Member	Yea	Nay	Other
Richard Conville			ABSENT
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		

Item E:

Conditional Use Request - Pedesco, Inc/Perry Doleac, Property Owner/Applicant, requests a conditional use approval for dustless gravel for outdoor equipment storage (LDC 7.12.10.4) for a property located at 1725 Byron Street (PPIN 23329, Forrest County, Ward 5)

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - Perry Doleac
- **Proponents:**
  - None
- **Opponents:**
  - None

Motion:

Rhoda Pickett motioned to approve the request with the added condition to require R-3 Zoning Buffer Requirements for landscaping around the property (LDC Table 7.11.13).

Second:

Charles Dawe.

Vote:

Board Member	Yea	Nay	Other
Richard Conville			ABSENT
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		

Item F:

Conditional Use Request - Johnnie Williams, Property Owner/Applicant, requests a conditional use approval for automotive sales and rentals for a property located at 1601 Corinne Street (PPIN 17592, Forrest County, Ward 4).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - None
- **Proponents:**
  - None
- **Opponents:**
  - None

Motion:

Charles Dawe motioned to approve the request with the added conditions to require R-3 Zoning Buffer Requirements for landscaping around the property (LDC Table 7.11.13), that the inoperable vehicles be removed within 2 months, and that the approval of their PTL be contingent upon meeting all these conditions.

Second:

Elayne Lockett.

Vote:

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

Caroline Ingram			ABSTAIN
Elayne Lockett	X		
Rhoda Pickett	X		
Rebekah Ray	X		
Lee Anne Venable	X		

***** Lee Anne Venable and Edward Hargrove departed the meeting following the vote on Item F. *****

Item G:

Rezoning Request - Nate Reynolds, Property Owner/Applicant, requests a zoning change from A-1 to A-2 for a property located at 18 Classic Drive (PPIN 9514, Forrest County, Ward 1).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - Ethan Hartfield
- **Proponents:**
  - None
- **Opponents:**
  - None
- **General Comments:**
  - Waylon Blakney
  - Chris Bowen

Motion:

Rhoda Pickett motioned to recommend approval of the request.

Second:

Elayne Lockett.

Vote:

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

Item H:
Subdivision Request - Nate Reynolds, Property Owner/Applicant, requests approval of a preliminary plat for a major subdivision for a property located at 18 Classic Drive (PPIN 9514, Forrest County, Ward 1).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - Ethan Hartfield
- **Proponents:**
  - None
- **Opponents:**
  - None
- **General Comments:**
  - Waylon Blakney
  - Chris Bowen

Motion:

Caroline Ingram motioned to recommend approval of the request.

Second:

Rhoda Pickett.

Vote:

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

*****Rhoda Pickett motioned to recess the meeting until Wednesday May 13th, 2026 at 1:30pm. The motion was seconded by Amy Hinton. All present voted in favor of the motion.*****

Item I:
Conditional Use Request - Tomeka Matthews, Applicant, requests a conditional use approval for a "group care home" for a property located at 910 Tipton Street (PPIN 22017, Forrest County, Ward 2).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - None
- **Proponents:**
  - None
- **Opponents:**
  - None

Motion:

<motion>

Second:

<Motion>

Vote:

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

Item K:

Rezoning Request - Leonard Moody, Property Owner/Representative, and Aftan Moody, Applicant, request a zoning change from R-1C to A-2 for a property located at 321 North Hattiesburg Avenue (PPIN 12337, Forrest County, Ward 5).

Discussion and Vote :

The planning staff introduced the case.

1. **Presented by:**
   a. None
2. **Proponents:**
   a. None
3. **Opponents:**
   a. None

Motion:

<motion>

Second:

<Motion>

Vote:

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

Item L:

Rezoning Request - Felicia McIntyre, Applicant/Property Owner, requests a zoning change from R-1C to A-2 for a property located on N Hattiesburg Avenue (PPIN 47150, Forrest County, Ward 5).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - None
- **Proponents:**
  - None
- **Opponents:**
  - None

Motion:

<motion>

Second:

<Motion>

Vote:

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

Elayne Lockett			
Rhoda Pickett			
Rebekah Ray			
Lee Anne Venable			

Item M:
Subdivision Request - Leonard Moody and Felicia McIntyre (Applicants/Property Owners) request to alter a subdivision known as the "Toomer Subdivision" and for approval of a preliminary plat for a property located at 321 North Hattiesburg Avenue (PPINS 12337 and 47150, Forrest County, Ward 5).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - None
- **Proponents:**
  - None
- **Opponents:**
  - None

Motion:

<motion>

Second:

<Motion>

Vote:

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

BUSINESS MEETING

No items were presented in the business meeting.

Adjournment:

The meeting was adjourned at <time>

Motion:

<member>

Second:

<Member>

Vote:

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

_____

Rebekah Ray, Secretary

_____

Cory Long, AICP, Planning Division Manager

Memorandum

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

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

cc: **Ann Jones**

Date: **Tuesday, May 19, 2026**

Re: **Accept the Planning Commission's recommendation to approve a preliminary plat for a major subdivision for a property located at 18 Classic Drive (PPIN 9514, Forrest County, Ward 1).**
File Number: 2026-369
Minute Book #

Summary
Accept the Planning Commission's recommendation to approve a preliminary plat for a major subdivision for a property located at 18 Classic Drive (PPIN 9514, Forrest County, Ward 1). The Hattiesburg Planning Commission voted to recommend approval on May 6th, 2026.

Recommendation Statement
The Hattiesburg Planning Commission voted to recommend approval on May 6th, 2026.

Please place this on the May 19, 2026 City Council meeting for consideration.

URBAN DEVELOPMENT
PLANNING DIVISION

Quick Facts:

Applicant:

Nate Reynolds

Address:

18 Classic Drive

Zoning:

A-1 (Agricultural)

Future Land Use:

Neighborhood Conservation District 2

Historic District:

N/A

Overlay District(s):

N/A

Flood Zone:

X

Ward:

1

County:

Forrest

PPIN Number(s):

9514

Parcel Number(s):

2-025M-35-071.00

Hattiesburg Planning Commission
Planning Division
Item G and H Staff Report
May 6th, 2026

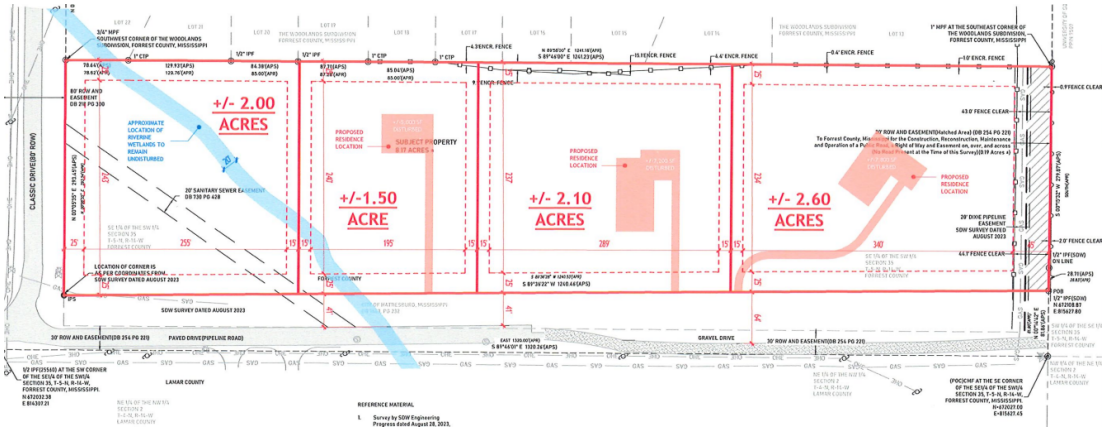
Property Area Image

Applicant's Requests:

Item G: Rezoning Request - Nate Reynolds, Property Owner/Applicant, requests a zoning change from A-1 to A-2 for a property located at 18 Classic Drive (PPIN 9514, Forrest County, Ward 1).

Item H: Subdivision Request - Nate Reynolds, Property Owner/Applicant, requests approval of a preliminary plat for a major subdivision for a property located at 18 Classic Drive (PPIN 9514, Forrest County, Ward 1).

Proposed Subdivision



Background and History

Surrounding Area Image

The applicant met with staff at a pre-application meeting in March 2026 to discuss rezoning and subdividing a large piece of land on Classic Drive. They want to rezone the property, currently zoned A-1 and requiring 3-acre minimum lots, to A-2, which requires 1-acre minimum lots. The applicant also expressed a desire to subdivide the land to construct three new single-family homes. The property is not located in a platted subdivision. The applicant has proposed 4 lots that range from 1 acre to 2.47 acres, three of which would be used for single-family residential homes. Two of the four lots have wetlands running through them, with the westernmost lot containing the majority of the wetlands. The applicants have proposed designating that lot as green space and undeveloped to avoid disturbing the wetlands. These proposed lots will front existing city streets; there are no sewer lines, and the status of the water lines is unknown.

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.

Surrounding Area Image

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.

4.5.2 A-2 Agricultural Residential District

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

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.

i. Conformance with the Hattiesburg Comprehensive Plan.

ii. Conformance with the standards of the zoning district.

iii. Conformance with other standards and requirements of this Code and other City policies and regulations.

iv. Determination that adequate public facilities and services will be available concurrent with the impacts of the subdivision.

v. Determination that the project will have little or no adverse or negative impacts upon the natural environment.

12.3.2.4 Final Plat.

i. No Significant Change. Final plats of major subdivisions that are substantially the same as the approved preliminary plat, as determined by the Site and Design Review Committee, shall be approved administratively.

ii. Significant Change. Final plats that exhibit any significant deviation from the approved preliminary plat, as determined by the Site Plan Review Committee, shall require approval by the Planning Commission.

12.3.2.5 Recording. 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.

Considerations and Basis for Approval

Applicant's Requests:

Item G: Rezoning Request
Recommend approval or denial of the requests for a zoning change from A-1 to A-2 for a property located at 18 Classic Drive (PPIN 9514, Forrest County, Ward 1).

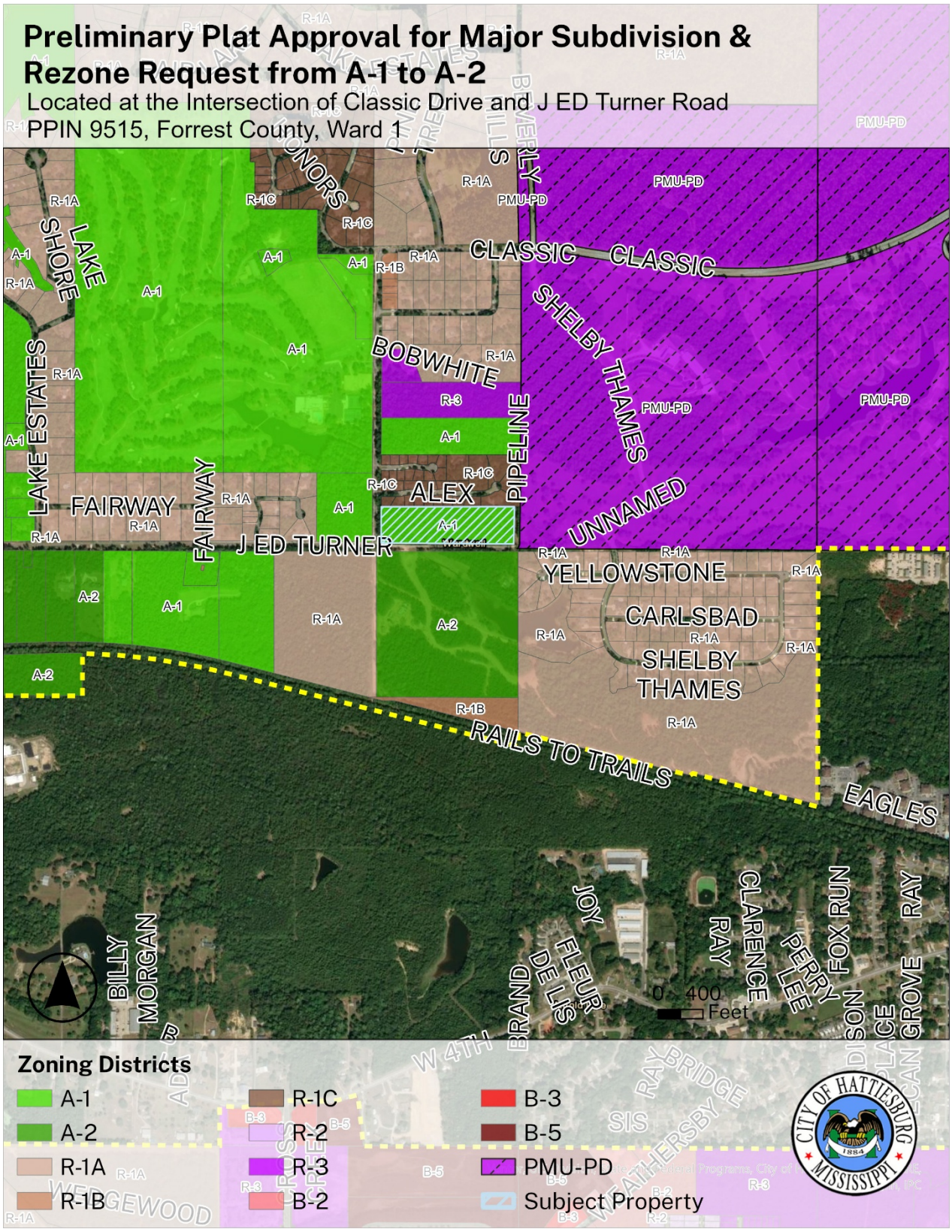
Item H: Subdivision Request
Recommend approval or denial of the request for approval of a preliminary plat for a major subdivision for a property located at 18 Classic Drive (PPIN 9514, Forrest County, Ward 1).

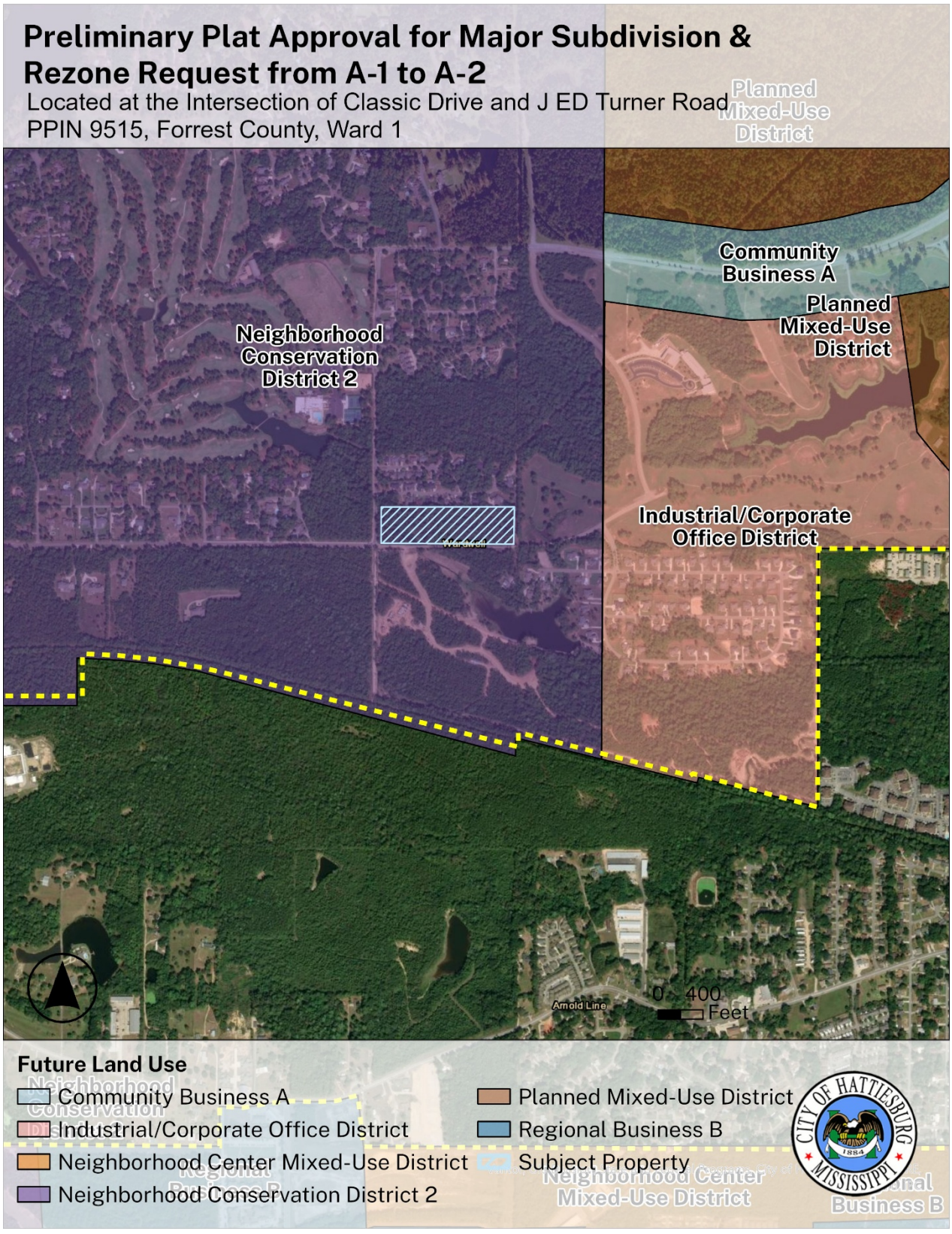
Property Area Image

Basis for Approval:

1. Zoning Change & Text Amendments
    a. There was a mistake in the original zoning.
    b. The character of the neighborhood has changed substantially, so that rezoning is clearly justified, and there is a public need for the rezoning.
    c. Annexation

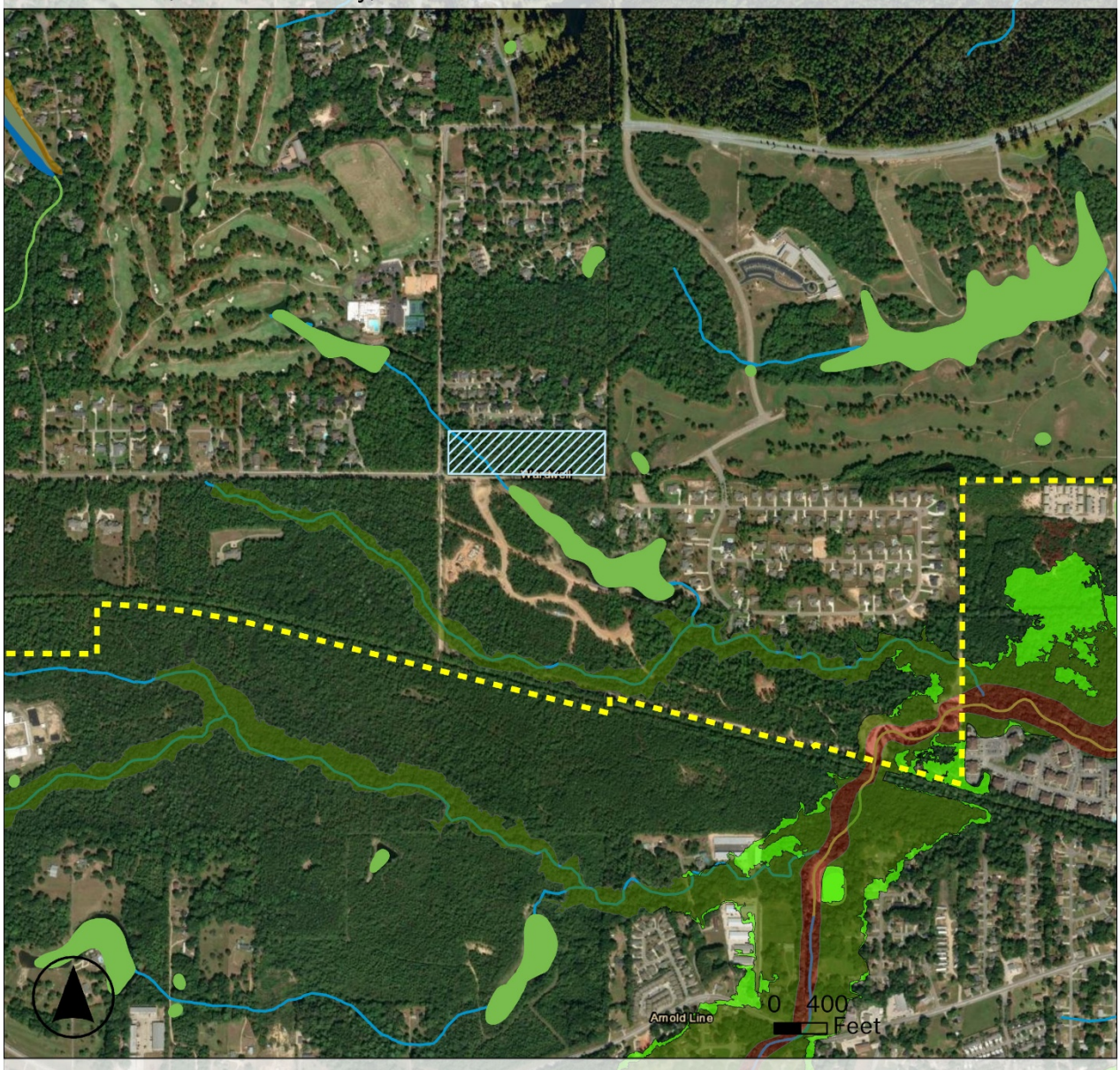
2. Preliminary Plat Approval for Major Subdivisions
    a. Conformance with the Hattiesburg Comprehensive Plan.
    b. Conformance with the standards of the zoning district.
    c. Conformance with other standards and requirements of this Code and other City policies and regulations
    d. Determination that adequate public facilities and services will be available concurrent with the impacts of the subdivision.
    e. Determination that the project will have little or no adverse or negative impacts upon the natural environment


Preliminary Plat Approval for Major Subdivision & Rezone Request from A-1 to A-2
Located at the Intersection of Classic Drive and J ED Turner Road
PPIN 9515, Forrest County, Ward 1
LAKE SHORE
LAKE ESTATES
FAIRWAY
FAIRWAY
J ED TURNER
BOBWHITE
ALEX
PIPELINE
SHELBY THAMES
CLASSIC
CLASSIC
UNNAMED
YELLOWSTONE
CARLSBAD
SHELBY THAMES
RAILS TO TRAILS
EAGLES
BILLY MORGAN
JOY
BRAND
FLEUR DE LIS
CLARENCE RAY
PERRY LEE
FOX RUN
RAY
GROVE
0 400 Feet
Zoning Districts
A-1
A-2
R-1A
R-1B
R-1C
R-2
R-3
B-2
B-3
B-5
PMU-PD
Subject Property
CITY OF HATTIESBURG MISSISSIPPI 1884


Preliminary Plat Approval for Major Subdivision & Rezone Request from A-1 to A-2
Located at the Intersection of Classic Drive and J ED Turner Road
PPIN 9515, Forrest County, Ward 1
Planned Mixed-Use District
Community Business A
Planned Mixed-Use District
Neighborhood Conservation District 2
Industrial/Corporate Office District
Arnold Line
0 400
Feet
Future Land Use
Community Business A
Industrial/Corporate Office District
Neighborhood Center Mixed-Use District
Neighborhood Conservation District 2
Planned Mixed-Use District
Regional Business B
Subject Property
CITY OF HATTIESBURG MISSISSIPPI 1884

Preliminary Plat Approval for Major Subdivision & Rezone Request from A-1 to A-2

Located at the Intersection of Classic Drive and J ED Turner Road
PPIN 9515, Forrest County, Ward 1

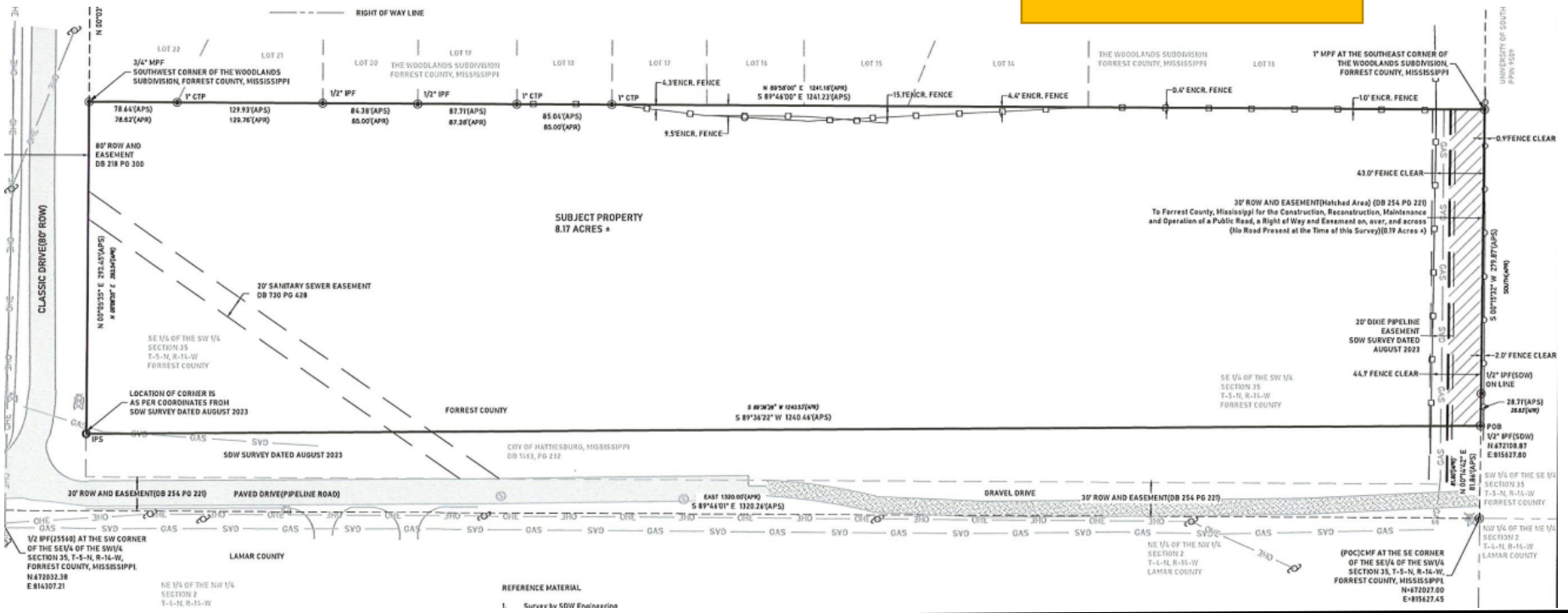


Flood Zones & Wetlands

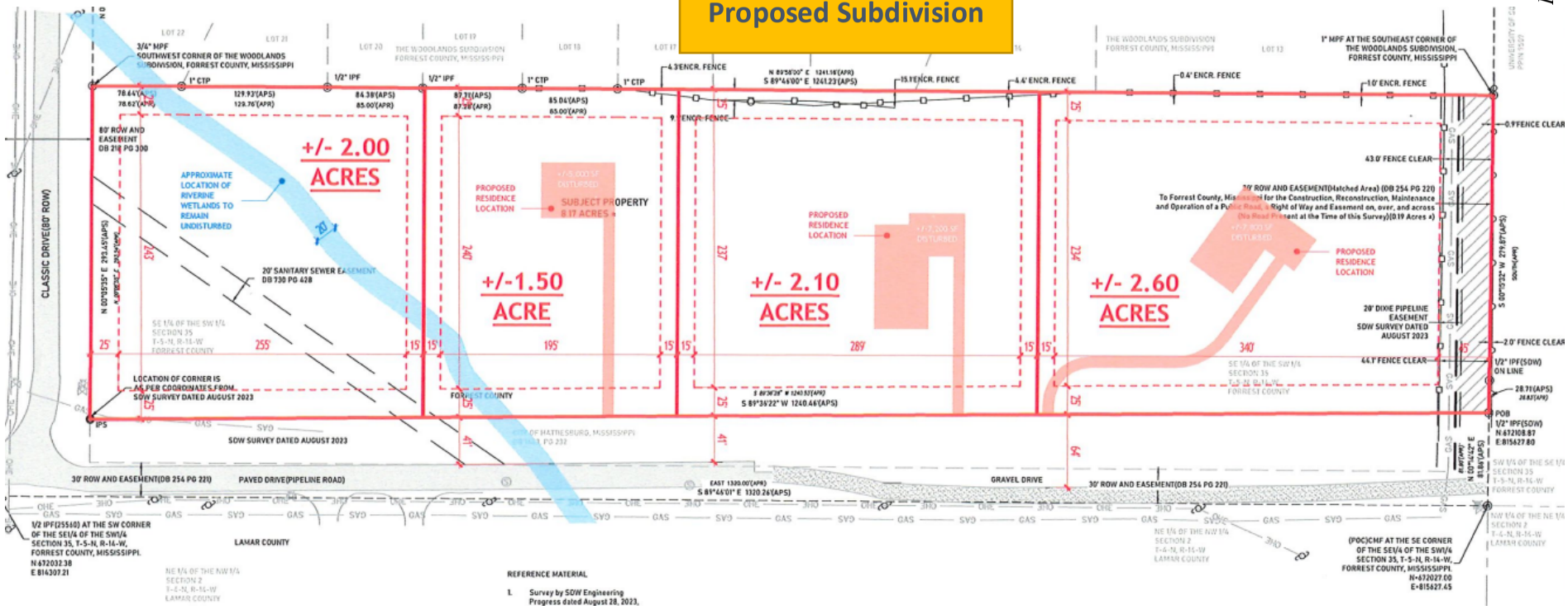
- Marsh, Swamp, Bog, Prairie
- River
- Lake, Reservoir
- FLOODWAY AREA IN ZONE AE
- ZONE A (100 yr flood - no elevation)
- ZONE AE (100 yr flood w / elevation)
- ZONE SX (500 yr flood)
- Subject Property

Medinah Dr
Brookline Dr
Pine Tree Dr
Beverly Hills Rd
Classic Dr
Classic Dr
Classic Dr
City Rd
City Rd
Shelby Thames Dr
Classic Dr
Pipeline Rd
Alex Ln
Classic Dr
J Ed Turner Dr
J Ed Turner Dr
W Yellowstone
E Yellowstone
Carlsbad
Everglades
Longleaf Trace Trl
Longleaf Trace Trl
Longleaf Trace Trl
Longleaf Tr

Existing Parcel



Proposed Subdivision



Application for Public Hearing

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

RECEIVED
MAR 27 2026
BY:

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: Nate Reynolds **Project Name:** Reynolds Land Re-Zoning

Municipal Address of Site: 18 Classic Drive, Hattiesburg, MS 39402 **PPIN #:** 9514

Parcel Number(s): 2-025M-35-071.00

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: A1 Proposed Zoning: A2
☐ 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 #:			

Updated Version 05/22/25

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: March 30, 2026
Hattiesburg Planning Commission Meeting Date: May 6, 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 $ 655.00

Updated Version 05/22/25

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.

Public Hearing Fees	
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: Nate Reynolds **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

18 Classic Drive Hattiesburg MS 39402,
Street Address City State

on this the 27th day of March, 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.

Ethan Hartfield

on this the 27th day of March, 2026.

Nate Reynolds
Property Owner (Print)

Property Owner (Signature)

STATE OF MS

COUNTY OF Forrest

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 27th day of March, 2026

NOTARY PUBLIC

My Commission Expires:
05/22/2026

STATE OF MISSISSIPPI
SHELBY JONES
ID NO. 315087
Commission Expires
05/22/2026
NOTARY PUBLIC
FORREST COUNTY

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

18 Classic Drive Hattiesburg MS 39402,
Street Address City State

on this the 27th day of March, 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.

Ethan Hartfield

on this the 27th day of March, 2026.

Ethan Hartfield
Applicant (Print)

Applicant (Signature)

STATE OF MS

COUNTY OF Forrest

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 27th day of March, 2026.

Shelby Jones
NOTARY PUBLIC

STATE OF MISSISSIPPI
SHELBY JONES
ID NO. 315087
Commission Expires
05/22/2026
NOTARY PUBLIC
FORREST COUNTY

My Commission Expires:
05/22/2026

FOR RE-ZONING APPLICANTS:

As stated in Section 12.3 in the Land Development Code, one of the following conditions must be met before a rezoning can be recommended. Check the condition(s) most applicable to your request and explain in writing:

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

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

The existing property is currently zoned Agriculture A-1. This request is to rezone to Agriculture A-2 in order to subdivide into 4 separate lots. The current lot size requirement for A-1 is 3 acres and with the current parcel being approximately 8.17 acres the Owner would not be able to divide as desired. The request to rezone to A-2 would allow the property to remain Agriculture, a low density residential zone, but allow for minimum lot sizes of 1 acre. The proposed subdivision plan includes 4 individual parcels but only 3 residences will be constructed due to the corner lot having riverine wetlands located within it; these wetlands are to remain and be left undisturbed. The parcel across the street to the south, the location of the new Slate residential development, encountered the same issues of lot size requirements and were granted the same rezone we are requesting here. We are neighbored to the north and south by higher density residential zones and we are requesting to match the lower of the two.

FOR SUBDIVIDING OF LOT, PARCEL OR TRACT

Property Data

- Parent Parcel / Existing lot/parcel/tract contains: approx. 8.20 acres Square Footage/Acres
- Lot Area Requirement: 3.00 acres
- Lot Frontage Requirement: 100 feet
- Existing use of lot/parcel/tract undeveloped
- To be subdivided into 04 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 of private road(s)	STAFF ONLY Lot area & frontage requirements comply?
1.	2.00 A	☒Yes ☐ No	☐Yes ☒ No	Classic Dr & J Ed Turner Drive	☐Yes ☐ No
2.	1.50 A	☒Yes ☐ No	☐Yes ☒ No	J Ed Turner Drive	☐Yes ☐ No
3.	2.10 A	☒Yes ☐ No	☐Yes ☒ No	J Ed Turner Drive	☐Yes ☐ No
4.	2.60 A	☒Yes ☐ No	☐Yes ☒ No	J Ed Turner Drive	☐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
Be sure to include information on the remainder of "existing" lot after splits made – identify as "Parent Parcel"					
Parent Parcel					
	8.20 A	Total square footage of new lots (verify total matches existing parcel prior to splits)			

Infrastructure required: (Check all that apply)

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

The Emergency Management District
4080 U.S Hwy 11, Hattiesburg, MS 39402.
601 544 5911 gerry@forresteoc.com

3/24/2026

Verb Architecture
PPIN 9514

Address Verification

The address **18 Classic Dr, Hattiesburg, MS 39402** is a valid 911 address and is also to be used as the physical, delivery and postal address if mail delivery is requested.

Please contact this office with any questions or concerns about this assignment.

Deputy 911 Coordinator

DEED
Bk:1489 Page:573-576
RCD: 12/29/2025 @ 4:00:13:PM
FORREST COUNTY, MS
LANCE C. REID CHANCERY CLERK

THIS INSTRUMENT PREPARED BY:
Richard & Thomas, PLLC
132 Westover Drive
Hattiesburg, MS 39402
(601) 602-2457

Indexing Instructions: The property described in this instrument is situated in part of the SE ¼ of the SW ¼ of Section 35, T-5-N, R-14-W, Forrest County, Mississippi. Please index accordingly in the sectional index.

RETURN TO:
Richard & Thomas, PLLC
132 Westover Drive
Hattiesburg, MS 39402
(601) 602-2457

STATE OF MISSISSIPPI

COUNTY OF FORREST

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned GRANTORS

DENTON B. BIGLANE 2011 TRUST
P.O. Box 966
Natchez, MS 39121
Phone: (601) 445-7100

and

NOBILE CHILDREN'S TESTAMENTARY TRUST
P.O. Box 966
Natchez, MS 39121
Phone: (228) 223-7820

do hereby grant, bargain, sell, convey and warrant unto GRANTEES

NATE REYNOLDS and LAUREN REYNOLDS
10 Fleur de Lis
Hattiesburg, MS 39402
Phone: 601-900-8023

as tenants by the entirety with full rights of survivorship, and not as tenants in common and not as joint tenants, the following described real property, lying and being situate in Forrest County, Mississippi, described as follows, to wit:

A parcel of land being part of the SE ¼ of the SW ¼ of Section 35, Township 5 North, Range 14 West, Forrest County, Mississippi, having bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of (-)00 degrees 16 minutes 51.59 seconds and using grid distances with a combined factor of 0.99998257 (determined at the Point of Commencement) and being more particularly described as follows:
Commence at a concrete monument found at the Southeast corner of the SE ¼ of the SW ¼ of said Section 35, said point having grid coordinates of N: 672027.00, E: 815627.45; thence along the East line of said SE ¼ of the SW ¼ run North 00 degrees 14 minutes 42 seconds East for 81.86 feet to a ½" iron pin found with cap stamped SDW at the Northeast corner of the property described in Land Deed Book 1463 at Page 232 also being the Point of Beginning, said point having grid coordinates of N: 672108.87, E: 815627.80; thence leaving said East line run along

File No. 25-12-912

the North line of said property South 89 degrees 36 minutes 22 seconds West for 1240.46 feet to a ½" iron pin set on the East right of way of Classic Drive; thence leaving said North line run along the said East right of way North 00 degrees 05 minutes 35 seconds East for 293.45 feet to a ¾" metal pipe found marking the Southwest corner of The Woodlands Subdivision, Forrest County, Mississippi; thence leaving said East right of way run along the South line of said Subdivision South 89 degrees 46 minutes 00 seconds East for 1241.23 feet to a 1" metal pipe found marking the Southeast corner of said Subdivision also being on the East line of the said SE ¼ of the SW ¼; thence along the East line of the said SE ¼ of the SW ¼ run South 00 degrees 15 minutes 32 seconds West for 279.87 feet back to the Point of Beginning. Said parcel contains 8.17 acres, more or less, and being the same property described and shown on the survey by Clearpoint Engineering dated November 26, 2025 and attached hereto as Exhibit "A"; together with all improvements thereon and appurtenances thereunto belonging.

Grantor(s) and Grantee(s) shall pro-rate county and state ad valorem taxes for 2025.

The above warranty and this conveyance is made subject to any and all valid and outstanding oil, gas and mineral leases, exceptions, reservations and conveyances.

The above warranty and this conveyance is made subject to any and all covenants, restrictions or conditions of record or in use of the subject property, and any and all rights of way and easements for public roads and public utilities as presently laid out, constructed or in use.

The above warranty and this conveyance is made subject to that certain sanitary sewer easement to the City of Hattiesburg dated April 13, 1995 and recorded in Land Deed Book 730 at Page 428, in the office of the Chancery Clerk of Forrest County, Mississippi.

The above warranty and this conveyance is made subject to that certain gas pipeline easement to the Dixie Pipeline Company dated October 9, 1961 and recorded in Land Deed Book 238 at Page 644, in the office of the Chancery Clerk of Forrest County, Mississippi.

WITNESS the signature of said trust by its successor trustee after first having been duly authorized by said trust so to sign, execute and deliver said instrument on this 18 day of December, 2025.

DENTON B. BIGLANE 2011 TRUST

By: Nancy K. Biglane
NANCY K. BIGLANE, Successor Trustee

STATE OF MISSISSIPPI

COUNTY OF Adams

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of December, A.D., 2025, within my jurisdiction, the within named **NANCY K. BIGLANE**, who acknowledge that she is Successor Trustee of the DENTON G. BIGLANE 2001 TRUST, and in said representative capacity she executed the above and foregoing instrument after first having been duly authorized by said trust so to do.

Morgan Eidt Dollar
NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 22052 MORGAN EIDT DOLLAR Commission Expires Feb. 17, 2026 ADAMS COUNTY

My Commission Expires:

File No. 25-12-912

WITNESS the signature of said trust by its trustee after first having been duly authorized by said trust so to sign, execute and deliver said instrument on this 18th day of December, 2025.

NOBILE CHILDREN'S TESTAMENTARY TRUST

By: T. Russell Nab. 6
T. RUSSELL NOBILE, Trustee

STATE OF MISSISSIPPI

COUNTY OF HARRISON

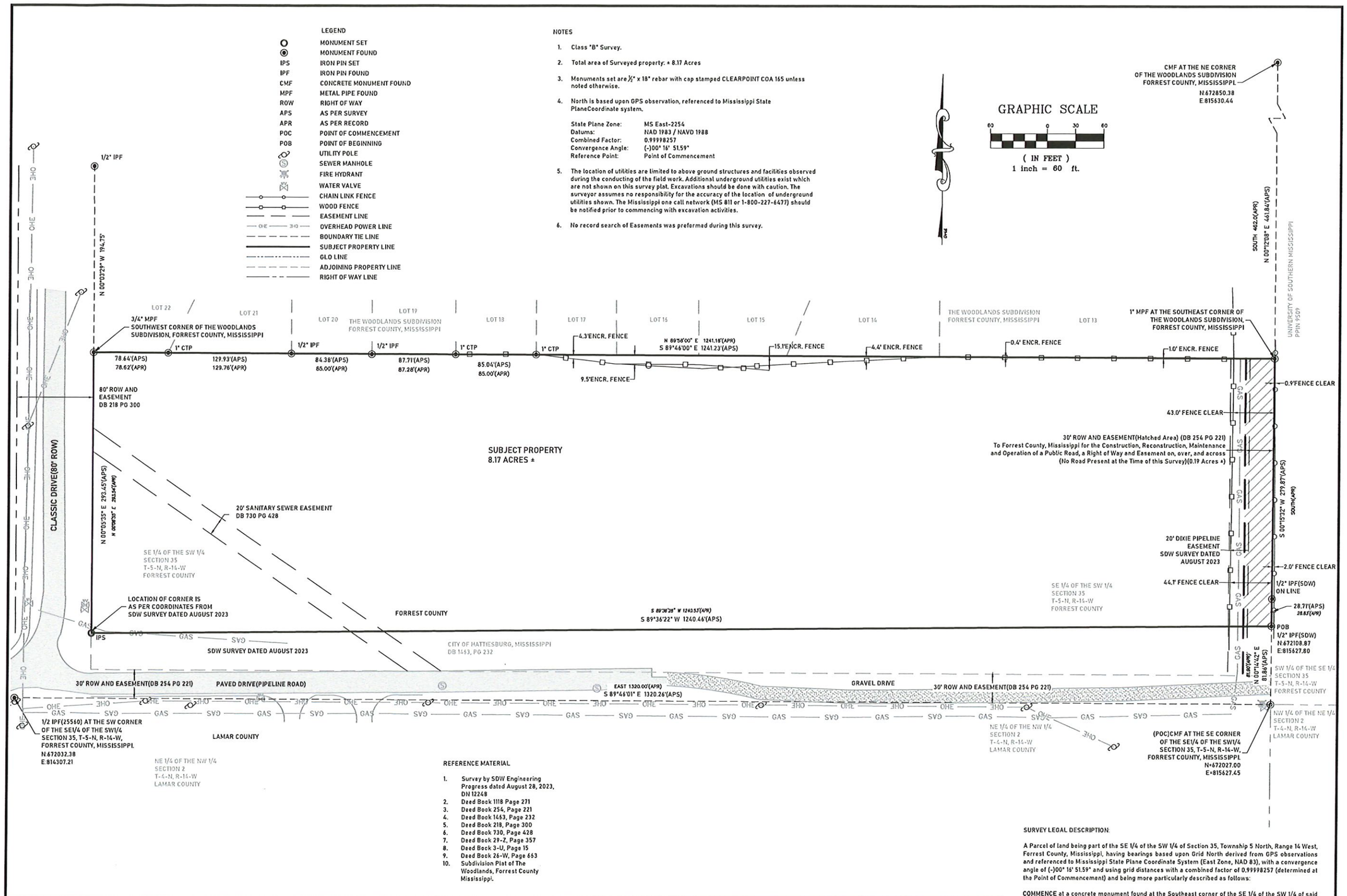
Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of December, A.D., 2025, within my jurisdiction, the within named T. RUSSELL NOBILE, who acknowledge that he is Trustee of the Nobile Children's Testamentary Trust, and in said representative capacity she executed the above and foregoing instrument after first having been duly authorized by said trust so to do.

NOTARY PUBLIC

My Commission Expires: 10/01/2028

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID# 249353
ROMON HUDSON
Commission Expires
Oct. 1, 2028
HARRISON COUNTY

File No. 25-12-912


LEGEND
MONUMENT SET
MONUMENT FOUND
IPS IRON PIN SET
IPF IRON PIN FOUND
CMF CONCRETE MONUMENT FOUND
MPF METAL PIPE FOUND
ROW RIGHT OF WAY
APS AS PER SURVEY
APR AS PER RECORD
POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
UTILITY POLE
SEWER MANHOLE
FIRE HYDRANT
WATER VALVE
CHAIN LINK FENCE
WOOD FENCE
EASEMENT LINE
OVERHEAD POWER LINE
BOUNDARY TIE LINE
SUBJECT PROPERTY LINE
GLO LINE
ADJOINING PROPERTY LINE
RIGHT OF WAY LINE
NOTES
1. Class "B" Survey.
2. Total area of Surveyed property: ± 8.17 Acres
3. Monuments set are ½" x 18" rebar with cap stamped CLEARPOINT COA 165 unless noted otherwise.
4. North is based upon GPS observation, referenced to Mississippi State PlaneCoordinate system.
State Plane Zone: MS East-2254
Datums: NAD 1983 / NAVD 1988
Combined Factor: 0.99998257
Convergence Angle: (-)00° 16' 51.59"
Reference Point: Point of Commencement
5. The location of utilities are limited to above ground structures and facilities observed during the conducting of the field work. Additional underground utilities exist which are not shown on this survey plat. Excavations should be done with caution. The surveyor assumes no responsibility for the accuracy of the location of underground utilities shown. The Mississippi one call network (MS 811 or 1-800-227-6477) should be notified prior to commencing with excavation activities.
6. No record search of Easements was preformed during this survey.
GRAPHIC SCALE
60 0 30 60
(IN FEET)
1 inch = 60 ft.
CMF AT THE NE CORNER OF THE WOODLANDS SUBDIVISION FORREST COUNTY, MISSISSIPPI
N:672850.38
E:815630.44
1/2" IPF
N 00°03'29" W 194.75'
LOT 22
LOT 21
LOT 20
THE WOODLANDS SUBDIVISION FORREST COUNTY, MISSISSIPPI
LOT 19
LOT 18
LOT 17
LOT 16
LOT 15
LOT 14
THE WOODLANDS SUBDIVISION FORREST COUNTY, MISSISSIPPI
LOT 13
3/4" MPF SOUTHWEST CORNER OF THE WOODLANDS SUBDIVISION, FORREST COUNTY, MISSISSIPPI
1" CTP
1/2" IPF
1/2" IPF
1" CTP
1" CTP
78.64'(APS) 78.62'(APR)
129.93'(APS) 129.76'(APR)
84.38'(APS) 85.00'(APR)
87.71'(APS) 87.28'(APR)
85.04'(APS) 85.00'(APR)
4.3'ENCR. FENCE
9.5'ENCR. FENCE
N 89°58'00" E 1241.18'(APR)
S 89°46'00" E 1241.23'(APS)
15.1'ENCR. FENCE
4.4' ENCR. FENCE
0.4' ENCR. FENCE
1.0' ENCR. FENCE
1" MPF AT THE SOUTHEAST CORNER OF THE WOODLANDS SUBDIVISION, FORREST COUNTY, MISSISSIPPI
SOUTH 462.0(APR)
N 00°12'08" E 461.84'(APS)
UNIVERSITY OF SOUTHERN MISSISSIPPI PPIN 9509
80' ROW AND EASEMENT DB 218 PG 300
CLASSIC DRIVE(80' ROW)
N 00°05'35" E 293.45'(APS)
N 00°05'35" E 293.54'(APR)
20' SANITARY SEWER EASEMENT DB 730 PG 428
SUBJECT PROPERTY
8.17 ACRES ±
0.9'FENCE CLEAR
43.0' FENCE CLEAR
30' ROW AND EASEMENT(Hatched Area) (DB 254 PG 221)
To Forrest County, Mississippi for the Construction, Reconstruction, Maintenance and Operation of a Public Road, a Right of Way and Easement on, over, and across (No Road Present at the Time of this Survey)(0.19 Acres ±)
S 00°15'32" W 279.87'(APS)
SOUTH(APR)
20' DIXIE PIPELINE EASEMENT SDW SURVEY DATED AUGUST 2023
2.0' FENCE CLEAR
44.1' FENCE CLEAR
1/2" IPF(SDW) ON LINE
28.71'(APS) 28.83'(APR)
POB
1/2" IPF(SDW)
N:672108.87
E:815627.80
SE 1/4 OF THE SW 1/4 SECTION 35 T-5-N, R-14-W FORREST COUNTY
SW 1/4 OF THE SE 1/4 SECTION 35 T-5-N, R-14-W FORREST COUNTY
NW 1/4 OF THE NE 1/4 SECTION 2 T-4-N, R-14-W LAMAR COUNTY
NE 1/4 OF THE NW 1/4 SECTION 2 T-4-N, R-14-W LAMAR COUNTY
SE 1/4 OF THE SW 1/4 SECTION 35 T-5-N, R-14-W FORREST COUNTY
LOCATION OF CORNER IS AS PER COORDINATES FROM SDW SURVEY DATED AUGUST 2023
IPS
SDW SURVEY DATED AUGUST 2023
FORREST COUNTY
S 89°36'28" W 1240.57'(APR)
S 89°36'22" W 1240.46'(APS)
CITY OF HATTIESBURG, MISSISSIPPI DB 1463, PG 232
30' ROW AND EASEMENT(DB 254 PG 221)
PAVED DRIVE(PIPELINE ROAD)
EAST 1320.00'(APR)
S 89°46'01" E 1320.26'(APS)
GRAVEL DRIVE
30' ROW AND EASEMENT(DB 254 PG 221)
1/2 IPF(25560) AT THE SW CORNER OF THE SE1/4 OF THE SW1/4 SECTION 35, T-5-N, R-14-W, FORREST COUNTY, MISSISSIPPI
N:672032.38
E:814307.21
LAMAR COUNTY
(POC)CMF AT THE SE CORNER OF THE SE1/4 OF THE SW1/4 SECTION 35, T-5-N, R-14-W, FORREST COUNTY, MISSISSIPPI
N=672027.00
E=815627.45
REFERENCE MATERIAL
1. Survey by SDW Engineering Progress dated August 28, 2023, DN 12248
2. Deed Book 1118 Page 271
3. Deed Book 254, Page 221
4. Deed Book 1463, Page 232
5. Deed Book 218, Page 300
6. Deed Book 730, Page 428
7. Deed Book 29-Z, Page 357
8. Deed Book 3-U, Page 15
9. Deed Book 26-W, Page 663
10. Subdivision Plat of The Woodlands, Forrest County Mississippi.
SURVEY LEGAL DESCRIPTION:
A Parcel of land being part of the SE 1/4 of the SW 1/4 of Section 35, Township 5 North, Range 14 West, Forrest County, Mississippi, having bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of (-)00° 16' 51.59" and using grid distances with a combined factor of 0.99998257 (determined at the Point of Commencement) and being more particularly described as follows:
COMMENCE at a concrete monument found at the Southeast corner of the SE 1/4 of the SW 1/4 of said Section 35, said point having grid coordinates of N: 672027.00, E: 815627.45; thence along the East line of said SE 1/4 of the SW 1/4 run N 00°14'42" E for 81.86 feet to a 1/2" iron pin found with cap stamped SDW at the Northeast corner of the property described in Deed Book 1463 at Page 232 also being the POINT OF BEGINNING, said point having grid coordinates of N:672108.87, E:815627.80; thence leaving said East line run along the North line of said property S 89°36'22" W for 1240.46 feet to a 1/2" iron pin set on the East right of way of Classic Drive; thence leaving said North line run along the said East right of way N 00°05'35" E for 293.45 feet to a 3/4" metal pipe found marking the Southwest corner of The Woodlands Subdivision, Forrest County, Mississippi; thence leaving said East right of way run along the South line of said Subdivision S 89°46'00" E for 1241.23 feet to a 1" metal pipe found marking the Southeast corner of said Subdivision also being on the East line of the said SE 1/4 of the SW 1/4; thence along the East line of the said SE 1/4 of the SW 1/4 run S 00°15'32" W for 279.87 feet back to the POINT OF BEGINNING. Said parcel contains 8.17 acres, more or less.
SHEET SIZE = 18" X 24"
S1
SHEET NO.
BOUNDARY SURVEY
PART OF THE SE 1/4 OF THE SW 1/4 SECTION 35, T-5-N, R-14-W, FORREST COUNTY, MISSISSIPPI
PREPARED FOR:
NATE REYNOLDS
CLEARPOINT ENGINEERS
1051 Jackson Road | Hattiesburg, MS 39402
t 601.261.2609 | clearpointengineers.com
JOHN C. ANGLIN REGISTERED PROFESSIONAL LAND SURVEYOR PLS-02865 STATE OF MISSISSIPPI
Rev. 12/18/25
CAD FILE: 94682001_Survey.dwg
CCE PROJ.: 94682001
SCALE: 1" = 60'
SURVEYED: November 26, 2025
SURVEYED BY: C.T.
DRAWN BY: R.D.

LEGEND

	MONUMENT SET
	MONUMENT FOUND
IPS	IRON PIN SET
IPF	IRON PIN FOUND
CMF	CONCRETE MONUMENT FOUND
MPF	METAL PIPE FOUND
ROW	RIGHT OF WAY
APS	AS PER SURVEY
APR	AS PER RECORD
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
	UTILITY POLE
	SEWER MANHOLE
	FIRE HYDRANT
	WATER VALVE
	CHAIN LINK FENCE
	WOOD FENCE
	EASEMENT LINE
	OVERHEAD POWER LINE
	BOUNDARY TIE LINE
	SUBJECT PROPERTY LINE
	GLO LINE
	ADJOINING PROPERTY LINE
	RIGHT OF WAY LINE

NOTES

1. Class "B" Survey.
2. Total area of Surveyed property: ± 8.17 Acres
3. Monuments set are ½" x 18" rebar with cap stamped CLEARPOINT COA 165 unless noted otherwise.
4. North is based upon GPS observation, referenced to Mississippi State PlaneCoordinate system.

State Plane Zone:	MS East-2254
Datums:	NAD 1983 / NAVD 1988
Combined Factor:	0.99998257
Convergence Angle:	(-)00° 16' 51.59"
Reference Point:	Point of Commencement

5. The location of utilities are limited to above ground structures and facilities observed during the conducting of the field work. Additional underground utilities exist which are not shown on this survey plat. Excavations should be done with caution. The surveyor assumes no responsibility for the accuracy of the location of underground utilities shown. The Mississippi one call network (MS 811 or 1-800-227-6477) should be notified prior to commencing with excavation activities.
6. No record search of Easements was preformed during this survey.

GRAPHIC SCALE

60 0 30 60

(IN FEET)
1 inch = 60 ft.

CMF AT THE NE CORNER OF THE WOODLANDS SUBDIVISION FORREST COUNTY, MISSISSIPPI
N:672850.38
E:815630.44

1/2" IPF

N 00°03'29" W 194.75'

3/4" MPF SOUTHWEST CORNER OF THE WOODLANDS SUBDIVISION, FORREST COUNTY, MISSISSIPPI

1" MPF AT THE SOUTHEAST CORNER OF THE WOODLANDS SUBDIVISION, FORREST COUNTY, MISSISSIPPI

LOT 22 | LOT 21 | LOT 20 | LOT 19 | LOT 18 | LOT 17 | LOT 16 | LOT 15 | LOT 14 | LOT 13

THE WOODLANDS SUBDIVISION FORREST COUNTY, MISSISSIPPI

1" CTP | 1/2" IPF | 1/2" IPF | 1" CTP | 1" CTP

78.64'(APS) 78.62'(APR) | 129.93'(APS) 129.76'(APR) | 84.38'(APS) 85.00'(APR) | 87.71'(APS) 87.28'(APR) | 85.04'(APS) 85.00'(APR)

4.3'ENCR. FENCE | N 89°58'00" E 1241.18'(APR) S 89°46'00" E 1241.23'(APS) | 15.1'ENCR. FENCE | 4.4' ENCR. FENCE | 0.4' ENCR. FENCE | 1.0' ENCR. FENCE

9.' ENCR. FENCE

0.9'FENCE CLEAR

43.0' FENCE CLEAR

80' ROW AND EASEMENT DB 218 PG 300

CLASSIC DRIVE(80' ROW)

N 00°05'35" E 293.45'(APS) N 00°05'35" E 293.45'(APR)

APPROXIMATE LOCATION OF RIVERINE WETLANDS TO REMAIN UNDISTURBED

20'

+/- 2.00 ACRES

20' SANITARY SEWER EASEMENT DB 730 PG 428

SE 1/4 OF THE SW 1/4 SECTION 35 T-5-N, R-14-W FORREST COUNTY

PROPOSED RESIDENCE LOCATION

+/-5,000 SF DISTURBED

SUBJECT PROPERTY 8.17 ACRES ±

+/-1.50 ACRE

PROPOSED RESIDENCE LOCATION

+/-7,200 SF DISTURBED

+/- 2.10 ACRES

+/-7,921 SF DISTURBED

PROPOSED RESIDENCE LOCATION

+/- 2.60 ACRES

20' ROW AND EASEMENT(Hatched Area) (DB 254 PG 221) To Forrest County, Mississippi for the Construction, Reconstruction, Maintenance and Operation of a Public Road, a Right of Way and Easement on, over, and across (No Road Present at the Time of this Survey)(0.19 Acres ±)

20' DIXIE PIPELINE EASEMENT SDW SURVEY DATED AUGUST 2023

SOUTH 462.0'(APR) N 00°12'08" E 461.84'(APS)

S 00°15'32" W 279.87'(APS) SOUTH(APR)

2.0' FENCE CLEAR

44.1' FENCE CLEAR

1/2" IPF(SDW) ON LINE

28.71(APS) 28.83'(APR)

POB 1/2" IPF(SDW) N:672108.87 E:815627.80

SW 1/4 OF THE SE 1/4 SECTION 35 T-5-N, R-14-W FORREST COUNTY

N 01°07'42" E 81.86'(APS) 81.86'(APR)

NW 1/4 OF THE NE 1/4 SECTION 2 T-4-N, R-14-W LAMAR COUNTY

LOCATION OF CORNER IS AS PER COORDINATES FROM SDW SURVEY DATED AUGUST 2023

IPS

SDW SURVEY DATED AUGUST 2023

FORREST COUNTY

CITY OF HATTIESBURG, MISSISSIPPI DB 1163 PG 232

S 89°36'28" W 1240.53'(APR) S 89°35'22" W 1240.46'(APS)

30' ROW AND EASEMENT(DB 254 PG 221)

PAVED DRIVE(PIPELINE ROAD)

EAST 1320.00'(APR) S 89°46'01" E 1320.26'(APS)

GRAVEL DRIVE

30' ROW AND EASEMENT(DB 254 PG 221)

1/2 IPF(2550) AT THE SW CORNER OF THE SE1/4 OF THE SW1/4 SECTION 35, T-5-N, R-14-W, FORREST COUNTY, MISSISSIPPI. N:672032.38 E:814307.21

LAMAR COUNTY

NE 1/4 OF THE NW 1/4 SECTION 2 T-4-N, R-14-W LAMAR COUNTY

NE 1/4 OF THE NW 1/4 SECTION 2 T-4-N, R-14-W LAMAR COUNTY

(POC)CMF AT THE SE CORNER OF THE SE1/4 OF THE SW1/4 SECTION 35, T-5-N, R-14-W, FORREST COUNTY, MISSISSIPPI. N:672027.00 E:815627.45

UNIVERSITY OF SOUTHERN MISSISSIPPI PPIN 19201

REFERENCE MATERIAL

1. Survey by SDW Engineering Progress dated August 28, 2023, DN 12248
2. Deed Book 1118 Page 271
3. Deed Book 254, Page 221
4. Deed Book 1463, Page 232
5. Deed Book 218, Page 300
6. Deed Book 730, Page 428
7. Deed Book 29-Z, Page 357
8. Deed Book 3-U, Page 15
9. Deed Book 26-W, Page 663
10. Subdivision Plat of The Woodlands, Forrest County Mississippi.

SURVEY LEGAL DESCRIPTION:

A Parcel of land being part of the SE 1/4 of the SW 1/4 of Section 35, Township 5 North, Range 14 West, Forrest County, Mississippi, having bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of (-)00° 16' 51.59" and using grid distances with a combined factor of 0.99998257 (determined at the Point of Commencement) and being more particularly described as follows:

COMMENCE at a concrete monument found at the Southeast corner of the SE 1/4 of the SW 1/4 of said Section 35, said point having grid coordinates of N: 672027.00, E: 815627.45; thence along the East line of said SE 1/4 of the SW 1/4 run N 00°14'42" E for 81.86 feet to a 1/2" iron pin found with cap stamped SDW at the Northeast corner of the property described in Deed Book 1463 at Page 232 also being the POINT OF BEGINNING, said point having grid coordinates of N:672108.87, E:815627.80; thence leaving said East line run along the North line of said property S 89°36'22" W for 1240.46 feet to a 1/2" iron pin set on the East right of way of Classic Drive; thence leaving said North line run along the said East right of way N 00°05'35" E for 293.45 feet to a 3/4" metal pipe found marking the Southwest corner of The Woodlands Subdivision, Forrest County, Mississippi; thence leaving said East right of way run along the South line of said Subdivision S 89°46'00" E for 1241.23 feet to a 1" metal pipe found marking the Southeast corner of said Subdivision also being on the East line of the said SE 1/4 of the SW 1/4; thence along the East line of the said SE 1/4 of the SW 1/4 run S 00°15'32" W for 279.87 feet back to the POINT OF BEGINNING. Said parcel contains 8.17 acres, more or less.

SHEET NO.	S1
Sheet Size - 18" x 24"	
BOUNDARY SURVEY	
PART OF THE SE 1/4 OF THE SW 1/4 SECTION 35, T-5-N, R-14-W, FORREST COUNTY, MISSISSIPPI	
PREPARED FOR:	NATE REYNOLDS

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

JOHN C. ANGLIN REGISTERED PROFESSIONAL LAND SURVEYOR PLS-02865 STATE OF MISSISSIPPI

Rev. 12/18/25

CAD FILE:	94682001_Survey.dwg
CCE PROJ.:	94682001
SCALE:	1" = 60'
SURVEYED:	November 26, 2025
SURVEYED BY:	C.T.
DRAWN BY:	R.D.

MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
May 6th, 2026

Board Members Roll Call:

Members Present:

1. Charles Dawe
2. Amy Hinton, Chair
3. Caroline Ingram
4. Elayne Lockett
5. Lee Anne Venable (departed at 3:00pm)
6. Rebekah Ray, Secretary
7. Michael Dickerson
8. Edward Hargrove (departed at 3:00pm)
9. Rhoda Pickett, Vice Chair

Members Absent

1. Richard Conville

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
6. Kevin Bates, Building Official

Amy Hinton, Chair, declared the Hattiesburg Planning Commission meeting open and in session at 1:00pm.

AGENDA REVIEW

The May 2026 agenda was reviewed.

Motion:

Rebekah Ray motioned to accept the amended agenda.

Second:

Lee Anne Venable.

Vote:

Board Member	Yea	Nay	Other
Richard Conville			ABSENT
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		

MINUTES REVIEW

The minutes from the April 2026 meeting were reviewed.

Motion:

Caroline Ingram motioned to approve the April 2026 meeting minutes.

Second:

Rhoda Pickett.

Vote:

Board Member	Yea	Nay	Other
Richard Conville			ABSENT
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		

BUSINESS MEETING

1. Building Report:
    a. The building official reported on building permits from April.
2. Planning Report:

a. The planning team reported on last month's cases, updates for the new comprehensive plan public engagement, and the need for a meeting next Wednesday.

3. Chair's Report:
    a. No report.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

Item A:

Subdivision Request- Alan Howe, Applicant, requests to alter a platted subdivision known as the "Country Club Lake Estates, 1st Addition" for a property located at 52 Fair Lake Drive (PPIN 9823, Ward 1, Forrest County).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
    - None
- **Proponents:**
    - None
- **Opponents:**
    - None

Motion:

Lee Anne Venable motioned to table the request to next month.

Second:

Elayne Lockett.

Vote:

Board Member	Yea	Nay	Other
Richard Conville			ABSENT
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		

Item B

Street/Alley Closure - The Housing Authority for the City of Hattiesburg/Judy Mellard, Applicants, request to close a portion of Kemper Street between Briarfield Street and E 2nd Street and a portion of E 3rd Street between Ryan Street and Gordon Street (Ward 2, Forrest County).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - Jesse Sweigart
  - Judy Mellard
- **Proponents:**
  - None
- **Opponents:**
  - Louis Gagnet
- **General Comments:**
  - Quimby Chunn

Motion:

Edward Hargrove motioned to recommend approval of the request.

Second:

Caroline Ingram.

Vote:

Board Member	Yea	Nay	Other
Richard Conville			ABSENT
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		

Item C:

Subdivision Request - Housing Authority of the City of Hattiesburg/Judy Mellard, Applicants, requests to alter a platted subdivision known as the Hardy and Scott Survey of the City of Hattiesburg Subdivision and request approval for a preliminary plat (Ward 2, Forrest County).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - Jesse Sweigart

- Judy Mellard

- **Proponents:**
  - None
- **Opponents:**
  - Louis Gagnet
- **General Comments:**
  - Quimby Chunn

Motion:

Edward Hargrove motioned to recommend approval of the request.

Second:

Caroline Ingram.

Vote:

Board Member	Yea	Nay	Other
Richard Conville			ABSENT
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		

Item D:

Historic Flood Variance Request - Beau Roberts, Applicant, requests a variance from Article 6, Section E of the Flood Ordinance, which states that qualifying historic structures may apply for a flood variance from the requirement to elevate or flood-proof the structure, for a structure at 213 Main Street (PPIN 18526, Forrest County, Ward 4).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - Lori Brechtel
- **Proponents:**
  - None
- **Opponents:**
  - None

Motion:

Caroline Ingram motioned to talbe the request untilt he applicant provides engineering proof that the building cannot be flood proofed.

The motion died without a second

Motion:

Edward Hargrove motioned to recommend approval of the request.

Second:

Michael Dickerson.

Vote:

Board Member	Yea	Nay	Other
Richard Conville			ABSENT
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		

Item E:

Conditional Use Request - Pedesco, Inc/Perry Doleac, Property Owner/Applicant, requests a conditional use approval for dustless gravel for outdoor equipment storage (LDC 7.12.10.4) for a property located at 1725 Byron Street (PPIN 23329, Forrest County, Ward 5)

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - Perry Doleac
- **Proponents:**
  - None
- **Opponents:**
  - None

Motion:

Rhoda Pickett motioned to approve the request with the added condition to require R-3 Zoning Buffer Requirements for landscaping around the property (LDC Table 7.11.13).

Second:

Charles Dawe.

Vote:

Board Member	Yea	Nay	Other
Richard Conville			ABSENT
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		

Item F:

Conditional Use Request - Johnnie Williams, Property Owner/Applicant, requests a conditional use approval for automotive sales and rentals for a property located at 1601 Corinne Street (PPIN 17592, Forrest County, Ward 4).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - None
- **Proponents:**
  - None
- **Opponents:**
  - None

Motion:

Charles Dawe motioned to approve the request with the added conditions to require R-3 Zoning Buffer Requirements for landscaping around the property (LDC Table 7.11.13), that the inoperable vehicles be removed within 2 months, and that the approval of their PTL be contingent upon meeting all these conditions.

Second:

Elayne Lockett.

Vote:

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

Caroline Ingram			ABSTAIN
Elayne Lockett	X		
Rhoda Pickett	X		
Rebekah Ray	X		
Lee Anne Venable	X		

***** Lee Anne Venable and Edward Hargrove departed the meeting following the vote on Item F. *****

Item G:

Rezoning Request - Nate Reynolds, Property Owner/Applicant, requests a zoning change from A-1 to A-2 for a property located at 18 Classic Drive (PPIN 9514, Forrest County, Ward 1).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - Ethan Hartfield
- **Proponents:**
  - None
- **Opponents:**
  - None
- **General Comments:**
  - Waylon Blakney
  - Chris Bowen

Motion:

Rhoda Pickett motioned to recommend approval of the request.

Second:

Elayne Lockett.

Vote:

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

Item H:
Subdivision Request - Nate Reynolds, Property Owner/Applicant, requests approval of a preliminary plat for a major subdivision for a property located at 18 Classic Drive (PPIN 9514, Forrest County, Ward 1).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - Ethan Hartfield
- **Proponents:**
  - None
- **Opponents:**
  - None
- **General Comments:**
  - Waylon Blakney
  - Chris Bowen

Motion:

Caroline Ingram motioned to recommend approval of the request.

Second:

Rhoda Pickett.

Vote:

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

*****Rhoda Pickett motioned to recess the meeting until Wednesday May 13th, 2026 at 1:30pm. The motion was seconded by Amy Hinton. All present voted in favor of the motion.*****

Item I:
Conditional Use Request - Tomeka Matthews, Applicant, requests a conditional use approval for a "group care home" for a property located at 910 Tipton Street (PPIN 22017, Forrest County, Ward 2).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - None
- **Proponents:**
  - None
- **Opponents:**
  - None

Motion:

<motion>

Second:

<Motion>

Vote:

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

Item K:

Rezoning Request - Leonard Moody, Property Owner/Representative, and Aftan Moody, Applicant, request a zoning change from R-1C to A-2 for a property located at 321 North Hattiesburg Avenue (PPIN 12337, Forrest County, Ward 5).

Discussion and Vote :

The planning staff introduced the case.

1. **Presented by:**
   a. None
2. **Proponents:**
   a. None
3. **Opponents:**
   a. None

Motion:

<motion>

Second:

<Motion>

Vote:

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

Item L:

Rezoning Request - Felicia McIntyre, Applicant/Property Owner, requests a zoning change from R-1C to A-2 for a property located on N Hattiesburg Avenue (PPIN 47150, Forrest County, Ward 5).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - None
- **Proponents:**
  - None
- **Opponents:**
  - None

Motion:

<motion>

Second:

<Motion>

Vote:

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

Elayne Lockett			
Rhoda Pickett			
Rebekah Ray			
Lee Anne Venable			

Item M:
Subdivision Request - Leonard Moody and Felicia McIntyre (Applicants/Property Owners) request to alter a subdivision known as the "Toomer Subdivision" and for approval of a preliminary plat for a property located at 321 North Hattiesburg Avenue (PPINS 12337 and 47150, Forrest County, Ward 5).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - None
- **Proponents:**
  - None
- **Opponents:**
  - None

Motion:

<motion>

Second:

<Motion>

Vote:

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

BUSINESS MEETING

No items were presented in the business meeting.

Adjournment:

The meeting was adjourned at <time>

Motion:

<member>

Second:

<Member>

Vote:

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

_____

Rebekah Ray, Secretary

_____

Cory Long, AICP, Planning Division Manager

Memorandum

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

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

cc: **Ann Jones**

Date: **Tuesday, May 19, 2026**

Re: **Accept the Planning Commission's recommendation to approve the conditional use request for dustless gravel for outdoor equipment storage (LDC 7.12.10.4) for a property located at 1725 Byron Street (PPIN 23329, Forrest County, Ward 5) with the following added conditions:**

- **To require R-3 Zoning Buffer Requirements for landscaping around the property (LDC Table 7.11.13).**
- **That the inoperable vehicles be removed within 2 months,**
- **that the approval of their Business License be contingent upon meeting all these conditions.**

File Number: 2026-366
Minute Book #

Summary
Accept the Planning Commission's recommendation to approve the conditional use request for dustless gravel for outdoor equipment storage (LDC 7.12.10.4) for a property located at 1725 Byron Street (PPIN 23329, Forrest County, Ward 5) with the following added condition: To require R-3 Zoning Buffer Requirements for landscaping around the property (LDC Table 7.11.13). The Hattiesburg Planning Commission voted to recommend approval with the added conditions on May 6th, 2026.

Recommendation Statement
The Hattiesburg Planning Commission voted to recommend approval with the added conditions on May 6th, 2026.

Please place this on the May 19, 2026 City Council meeting for consideration.

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: Pedesco, Inc. **Project Name:** Equipment & Storage Lot

Municipal Address of Site: Tucker Street x Bryon Street **PPIN #:** 023329

Parcel Number(s): 2-039H-17-070.00

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: Storage, Fence
☐ 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: Surface

Other Application types:

☐ Subdividing of a lot, Parcel, or Tract (fill out page 12)
☐ Street or Alley Renaming (fill out pages 13 & 14)
☐ Vacating Street or Alley (fill out pages 13 & 14)
☐ Text Amendment
☐ Overlay District
☐ 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 #:			

Updated Version 05/22/25

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: March 30, 2026
Hattiesburg Planning Commission Meeting Date: May 6, 2026
Hattiesburg Board of Adjustment Meeting Date: May 6, 2026
City Council Agenda Review Date – (you or your representative should attend): May 18, 2026
City Council Meeting (Vote) Date – (you or your representative may attend): May 19, 2026

- 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 $ 425.00

Updated Version 05/22/25

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.

Public Hearing Fees	
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: Perry E. Doleac **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

Tucker Street & Byron Street (Street Address) Hattiesburg (City) MS (State),

on this the 24th day of March, 20 26.

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____.

Perry E. Doleac
Property Owner (Print)

P.D.
Property Owner (Signature)

STATE OF MS

COUNTY OF Forrest

Personally came and appeared before me, the within named Perry E. Doleac,
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 24th day of March, 20 26.

Julie Harris
NOTARY PUBLIC Julie Harris

STATE OF MISSISSIPPI
JULIE E. HARRIS
NOTARY PUBLIC
Forrest County
Commission Expires
June 24, 2027
COMMISSION NUMBER 112848

My Commission Expires:

06/24/27

#1 7.12.10.4 - 50% to 100%

FOR VARIANCE APPLICANTS:

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

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

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

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

   We need 100% of the property for the purpose of equipment and material. We purchased the property specifically for that reason, due to space constraints on our existing property.

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

   We would not consider this special privilege to us or anyone else within this zoning district if the need is valid.

3. **Literal Interpretation.** The literal interpretation of the provision of the regulation would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.

   If our request were to be denied, it would cause hardship to necessary need for a secure site for our equipment and materials.

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

   We do not intend to use this site for anything other than what we have stated above.

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

We respectfully request that the variance be meant at the requested requirements.

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

We understand and will comply with all codes as they pertain to this variance.

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

#2 7.9.1.7 - 4ft to 8ft

FOR VARIANCE APPLICANTS:

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

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

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

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

   We would need to increase the fence allowance from 4ft to 8ft for the purpose of security. The equipment and materials to be in this area are valuable and need to be adequately secured.

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

   We would not consider this to be a special privilege to us or anyone else within this zoning district if the need is valid.

3. **Literal Interpretation.** The literal interpretation of the provision of the regulation would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.

   We are in great need for additional space to store our equipment and materials. But it is vital that the space is secure.

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

   We do not intend to use this site for any of purpose than that which we have stated.

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

We respectfully request that the variance be meant at the requested requirements.

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

We understand and will comply with all codes as they pertain to this variance.

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

FOR CONDITIONAL USE APPLICANTS:

Section 12.3.3.1 Compliance Required. Uses requiring Planning Commission approval as noted in the Tables of Uses in Section 5 of this Code, shall be approved subject to this Section.

Any application for such use must comply with: all applicable standards that apply to similar uses and properties in the zoning district in general, the specific conditions listed for that use in Section 5, and the following criteria. *Where conflicts exist, the Planning Commission shall determine which criteria apply on a case-by-case basis.*

1. **Does this application meet the conditions set forth in Section 5 of the LDC for the requested use? If yes, please explain:**
   Yes, we believe this application meets the conditions as we will keep all equipment and materials within suggested parameters as well as screening the area as recommanded.

2. **Describe the effects the proposed use of utilities and facilities will have on the community.**
   There will be no additional utilities or facilities.

3. **Describe how the size of the site is appropriate for the proposed use.**
   The property was purchased for the sole purpose of adding the necessary space only to store equipment and materials as we have need, as to not overload our existing property/lot.

4. **Will there be any additional pedestrian or vehicular traffic generated by the proposed use? If yes, please explain:**
   No, there will be no additional traffic, pedestrian or vehicular.

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

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

There will be no expected customers. And only employees as they have need to retreive equipment or materials.

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

Yes, as the area already has established industrial areas.

8. **Parking requirements:** Commercial/Industrial: Paved parking will be provided for N/A 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.

DEED
Bk:1494 Page:197-198
RCD: 02/20/2026 @ 2:25:12:PM
FORREST COUNTY, MS
LANCE C. REID CHANCERY CLERK

Prepared by and return to:
Joseph M. Gianola, Jr., PLLC
Joseph M. Gianola, Jr. (MSB#101972)
63 98 Place Boulevard
Hattiesburg, Mississippi 39402
(601) 336-2680

INDEXING INSTRUCTIONS: **Lots 27-32, Block 14, Pine Hurst Subdivision No. 2, Forrest County, Mississippi**

STATE OF MISSISSIPPI

COUNTY OF FORREST

WARRANTY DEED

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

PTL INVESTMENTS, LLC,
a Mississippi limited liability company,
1950 Lincoln Road
Hattiesburg, Mississippi 39402
(601) 520-0006

does hereby grant, bargain, sell, convey and warrant unto the Grantee,

DOLEAC AND DOLEAC, LLC,
a Mississippi limited liability company
P.O. Box 16563
Hattiesburg, Mississippi 39404
(601) 270-1020

the following described real property lying and being situated in Forrest County, Mississippi, and being more particularly described as follows, to-wit:

Lots 27-32, inclusive, of Block 14 of the Pine Hurst Subdivision No. 2 of the City of Hattiesburg, Forrest County, 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.

This conveyance and the warranty hereof is subject to any and all prior and outstanding leases, exceptions, reservation and/or conveyances of oil, gas and/or other minerals and any geothermal energy resources lying in, on and under the above described real property.

This conveyance and the warranty hereof is subject to any and all other easements and rights-of-way, whether of record or of use, which affect the real property hereby conveyed.

This conveyance and the warranty hereof is subject to any and all Covenants and Restrictions of record.

WITNESS THE SIGNATURE of the Grantor on the date of its respective acknowledgement.

PTL INVESTMENTS, LLC,
A Mississippi limited liability company

By: _____
Thomas P. McCaffrey, Member

STATE OF MISSISSIPPI

COUNTY OF FORREST

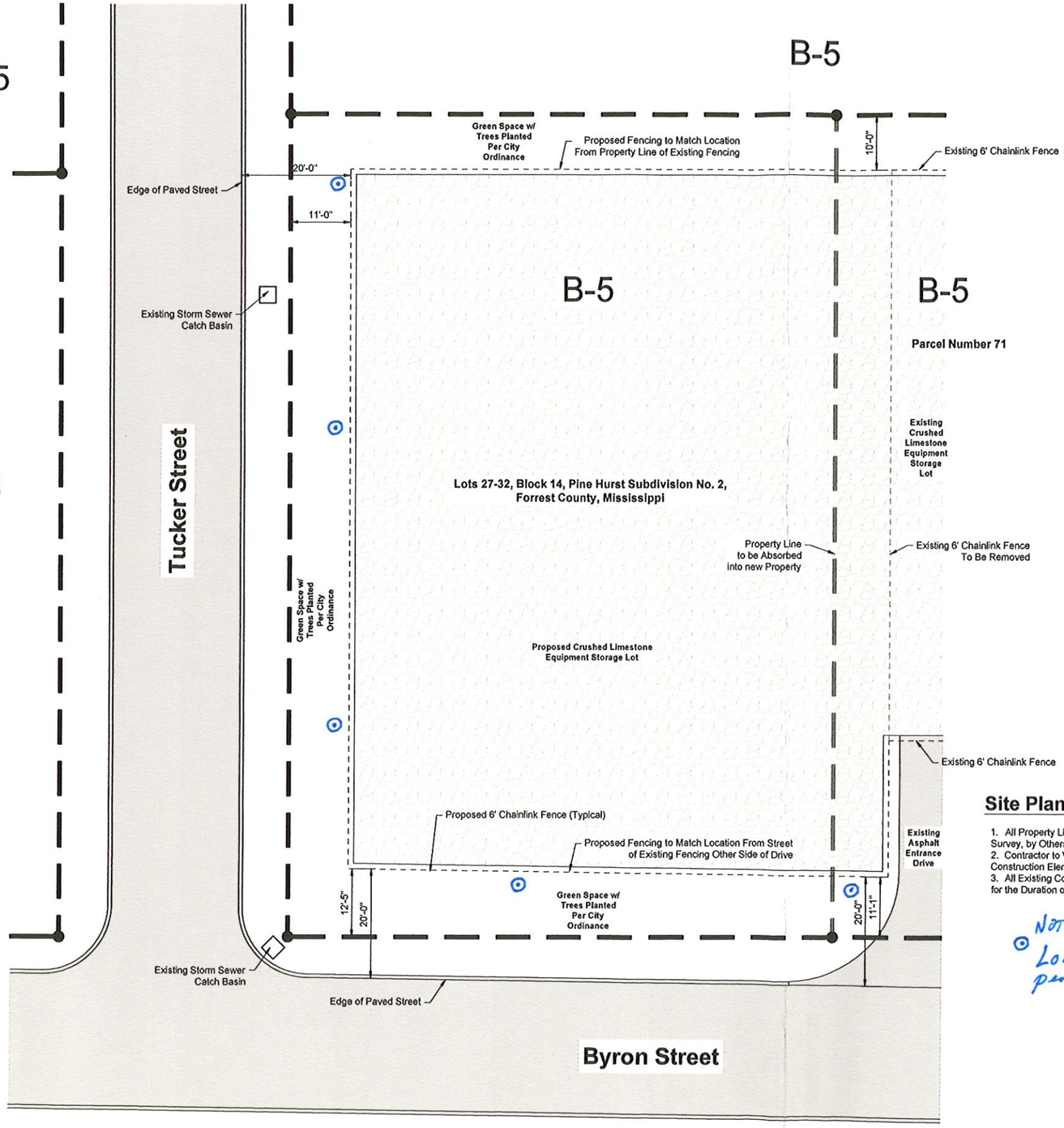
THIS DAY personally came and appeared before me, the undersigned authorities in and for the jurisdiction aforesaid, the within named Thomas P. McCaffrey, who acknowledged to me that he is the Member of PTL Investments, LLC, a Mississippi limited liability company, and as its act and deed he delivered the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 19th day of February, 2026.

_____
NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 88271
JOSEPH M. GIANOLA JR.
Commission Expires
Jan. 22, 2028
LAMAR COUNTY



Site Legend	
	Property Line
	Setback Line
	Batter Board Lines
	Concrete
	Outline of Residence
	Paved Road
●	Property Corner
⊙	TREES

Lot Setbacks	
Front:	30'-0"
Rear:	0'-0"
Sides:	0'-0" or 10'-0"
Other:	N/A

Pedesco, Inc.

DBA: **Perry Doleac Electric Company**
Proposed Staging Yard Addition
2000 Byron Street
Hattiesburg, MS

Site Plan was Derived From Digital Imaging. All Information Shall be Verified on Site for Compliance with City of Hattiesburg Zoning Requirements.

Site Plan Notes:

1. All Property Line Measurements are Approximate and Derived From Existing Survey, by Others.
2. Contractor to Verify all Existing Utilities Prior to Construction and Adjust Construction Elements as Required.
3. All Existing Construction is to Remain on Parcel 71. Interior Fence Shall Remain for the Duration of the Construction Process and be Removed Prior to Completion.

NOTE;
Location for trees on Lot per Request

General Note:

Farve Residential Service, LLC. Not Being an Architectural or Engineering Firm Assumes NO Liability for Structural or Architectural Design Integrity. Great Care and Effort Has Been Made in the Development of These Plans and the Completion of These Construction Documents. Farve Residential Service, LLC Highly Recommends That These Plans be Reviewed by a Licensed Structural Engineer and/or an Architect, In Addition to Your Local Building Officials Prior to Construction. Additional Engineering may be Required to Comply With Seismic, Wind, and Other Special Conditions Required by Local Code. If an Error and/or Omission Does Occur, It Is the Sole Responsibility of the Contractor to Remedy the Error and/or Omission at His Own Expense and not the Responsibility of the Drafting Service. Contractor is Responsible for Verification of Dimensions in the Field and Shall Build the Structure in Strict Accordance With the 2018 International Building Code Series. All Foundation and Structural Plans and Details are General in Nature and Shall be Reviewed by a Structural Engineer Prior to Construction.

FARVE RESIDENTIAL SERVICE, LLC
263 Farve Road
Sumrall, MS 39482
Craig Farve - Owner/Operator
Phone: 769-250-0958

Perry Doleac Electric Co. 2000 Byron Street Hattiesburg, Mississippi		Proposed Staging Yard Addition
		Proposed Partial Site Plan
March 2, 2026	FRS-26-0032	Sheet 1 of 1

101 Site Plan
SCALE——— 1" = 10'-0"

I-1

URBAN DEVELOPMENT
PLANNING DIVISION

PRE-APPLICATION MEETING SUMMARY NOTES
Meeting Date: Thursday, March 19, 2026
Pre-App Number: 0326-1126

Staff Present: Nathan Satcher (Senior Planner), Kevin Bates (Building Official), Jerald Little (Engineering Technician), Meridian McDaniel (Planner I),

STATUS: **APPLY FOR PUBLIC HEARING**

Project: Lot Clearing for Equipment Storage

Address: Tucker Street x Byron Street

Presented by: Perry Doleac

Use Designation: Equipment Storage

PPIN: 21508

Flood Zone: X

Historic District: N/A

Elevation Certificate Required: No

County: Forrest

Ward: 5

Construction type: Other

Zoning: B-5

Estimated Cost: TBD

Project Summary:

- Applicant Summary
  - Adjoining the existing property. Bought the property because they need more space. Not planning to have dumpsters
  - Planning to have crushed aggregate and fencing for the area. No entry off the road, entry would be off the existing parcel.
- Planning
  - Property Information
    - Division of land through the platted lines—will need to be authorized through the city via a letter to Forrest County
    - The old lot and the recently purchased lot will need to be collapsed to comply with the code for storage
  - Zoning
    - Zoning district is B-5.
    - Use is a Contactors office by right.
      - Use Regulations: 5.4.17 Construction Offices.
        - 5.4.17.1 All outdoor storage of non-passenger vehicles and building materials shall be kept at least 100 linear feet from any adjacent lot containing a legal, conforming residential use and shall be located in a side or rear yard only.
        - 5.4.17.2 Outdoor storage shall be screened from major thoroughfares and adjacent properties in accordance with the screening requirements outlined in Section 7.9
          - **Screening will be required, and street trees will be required**
        - 5.4.17.3 A maximum open storage space of 50% of the side and rear lot area is allowed for business and industrial equipment and materials.

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.

        - 5.4.17.4 Open storage of items shall not be piled or stacked over 20 feet in height above grade.
    - See LDC 7.12.10.4
        - 7.12.10.4 A maximum outdoor equipment storage space of 50% of the side and rear lot area is allowed for business and industrial equipment and materials if outdoor storage is an accessory to another use on the same lot.
            - **Variance, which requires a public hearing, will be required for more than 50% of the lot proposed to be used.**
            - i. Unless otherwise permitted, commercial outdoor storage areas shall be hard surface only.
            - ii. All outdoor storage associated with automotive and tow yard uses shall be hard surface, regardless of zone.
            - iii. Dustless gravel maintained so as to be free of overgrowth may be allowed for only non-public outdoor storage space of heavy equipment and nonhazardous materials by right in A-1, I zones and as a Conditional Use in A-2 and B-5 zones. Any approved gravel storage lot shall be subject to driveway requirements per 7.12.8.3.
                - **Proposed plan of gravel as a material will require a conditional use, which requires a public hearing**
- Landscaping
    - 7.10.2.1 A green strip 10 feet in width shall be planted with at least one large, deciduous tree per 60 feet of lineal frontage.
- Sidewalks
    - Any new development in the city requires a sidewalk along
        - 7.6.1.1 Sidewalks shall be provided along all public streets on the entire frontage of a development site and align with existing sidewalks on adjacent properties, including both frontages on corner lots. Minimum sidewalk width is five feet. Additional width may be required as determined by Site and Design Review. Where on-site construction is impractical or unnecessary, developers may contribute to the Sidewalk Bank Fee-in-Lieu Program, subject to approval.
            - Sidewalk Bank Fee-in-Lieu Information
                - Instead of building the sidewalk on the property, a fee can be paid to contribute to the sidewalk bank.
                - City will provide a quote for the sidewalk, if it were to be built on the property.
                    - Applicant can also get 3 quotes from contractors (quote would be the same level of sidewalk work), and an average can be taken instead of the city's quote.
                - **This site is not a by-right area to participate in the sidewalk bank program; you can request to participate through a conditional use request.**
- Fencing
    - LDC 7.9.1.1 Fences and walls within a development shall be of compatible design and materials.
    - LDC 7.9.1.2 Fences and walls shall be constructed such that the "finished" part of the fence or wall is located toward and facing the exterior of the property.
    - LDC 7.9.1.3 Barbed wire, woven wire, or electrical fencing may be used in agricultural applications only.

- **Barbed wire is not allowed for fencing in this zoning district.**
    - LDC 7.9.1.4 Fences or walls topped with or containing metal spikes, broken glass, razor wire, or similar material are prohibited.
    - 7.9.1.5 Uncoated chain link and other wire material fences shall not be permitted in a front setback except in the case of athletic or play surfaces.
    - 7.9.1.6 Chain link fencing shall be green or black vinyl-coated.
    - 7.9.1.7 The maximum height of fences and walls shall be four feet above grade when located in a front yard. Otherwise, the maximum height of a fence is eight feet.
        - **Variance will be required for a fence higher than 4ft since the lot is a corner lot.**
- Public Hearing items identified with the proposed plan:
    - Conditional Use:
        - Dustless gravel instead of hard surface (LDC 7.12.10.4.iii)
        - Participation in the Sidewalk Bank Fee-in-Lieu program
    - Variances Identified:
        - ***When applying for variances, be sure to include what is being requested (i.e., 8ft fence instead of 4ft) on the application.***
        - Fence height for more than 4ft in a front yard
        - Exceeding 50% of outdoor storage (LDC 5.4.17.3)

- Building
    - No comments at this meeting.
- Engineering
    - Sight triangle—30ft sight triangle required on Tucker and Byron.
- Fire
    - Not present at this meeting.

NEXT STEPS:

- Additional information
    - Apply for public hearing items
        - Public Hearing Information:
            - Conditional use requests go to a public hearing with the Planning Commission.
            - Variance requests go to a public hearing with the Board of Adjustment.
            - Both meetings are held on the same day, the Planning Commission at 1:00 pm and the Board of Adjustment at 3:30 pm.
                - Planning Commission/Board of Adjustment makes a recommendation to the City Council. City council will have the final vote.
            - Dates for Application Deadlines and Public Hearings
                - May 6th Public Hearing
                    - Public Hearing Date: May 6th, 2026
                    - Application Deadline: March 30th at 5:00pm
                    - City Council Dates:
                        - May 18th at 4:00 pm (Agenda Review)
                        - May 19th at 5:00 pm (Vote)
                - June 3rd Public Hearing
                    - Public Hearing Date: June 3rd, 2026
                    - Application Deadline: April 27th at 5:00pm

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.

        - City Council Dates:
            - June 15th at 4:00 pm (Agenda Review)
            - June 16th at 5:00 pm (Vote)
    - Conditional Use:
        1. Dustless gravel instead of hard surface (LDC 7.12.10.4.iii)
        2. Participation in the Sidewalk Bank Fee-in-Lieu program
    - Variances Identified:
        - ***When applying for variances, be sure to include what is being requested (i.e., 8ft fence instead of 4ft) on the application.***
        1. Fence height for more than 4ft in a front yard
        2. Exceeding 50% of outdoor storage (LDC 5.4.17.3)
  - After public hearings, site plan approval will be needed.
    - Apply for site plan review.
- Permits
  - Apply for the 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.

URBAN DEVELOPMENT
PLANNING DIVISION

Quick Facts:

Applicant:

Pedesco, Inc./Perry Doleac

Address:

Corner of Byron Street and Tucker Street

Zoning:

B-5 (Regional Business)

Future Land Use:

Community Business Corridor

Historic District:

N/A

Overlay District(s):

N/A

Flood Zone:

X

Ward:

5

County:

Forrest

PPIN Number(s):

23329

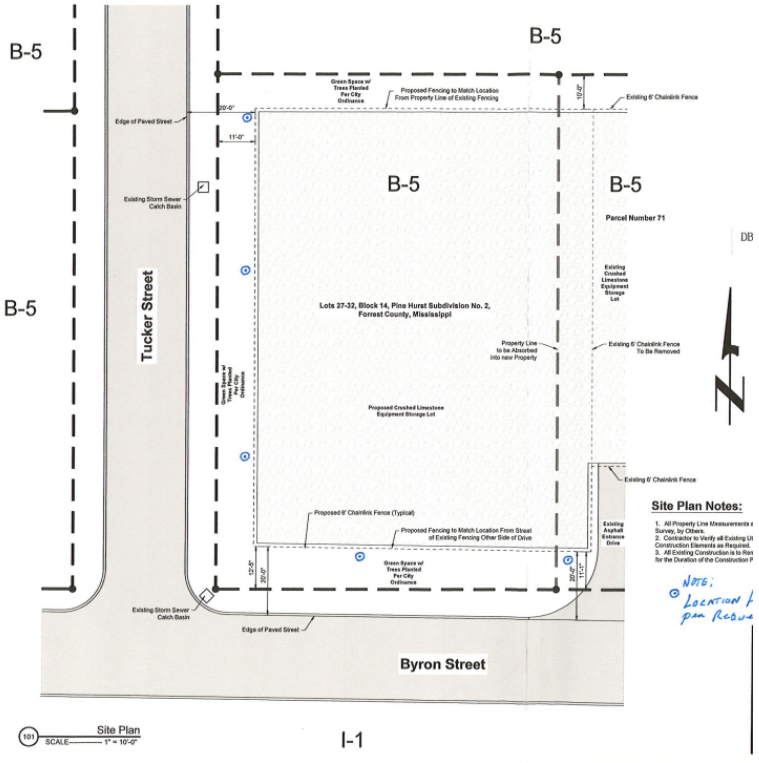
Parcel Number(s):

2-039H-17-070.00

Hattiesburg Planning Commission
Planning Division
Item E - Staff Report
May 6th, 2026

Property Area Image

Applicant's Request:
Pedesco, Inc/Perry Doleac, Property Owner/Applicant, requests a conditional use approval for dustless gravel for outdoor equipment storage (LDC 7.12.10.4) for a property located at 1725 Byron Street (PPIN 23329, Forrest County, Ward 5)



Proposed Site Plan

Background and History

Surrounding Area Image

The Applicants met with staff during a pre-application meeting in March of 2026. The applicant acquired the additional property to expand their existing operations and provide space for equipment storage associated with the contractor's office. The proposed use of the property for equipment storage is intended to function as an accessory to the existing business. The applicant proposed combining the existing parcel with the newly acquired lot, clearing the lot, installing crushed aggregate (dustless gravel) and 8ft fencing, and providing access through the existing site rather than directly from the street. The site is zoned B-5 (Regional Business), which permits the use of a contractor's office but has certain conditions that must be met.

The use of gravel as a surface material in the B-5 district requires conditional use approval, and the proposed amount of outdoor storage space for the entire lot exceeds the 50 percent maximum allowed, which requires a variance. The height of the proposed 8ft fence also requires a variance due fence being located in the front yard. The applicant is seeking conditional use approval from the Planning Commission and two variances from the Board of Adjustment.

Future Land Use:

Surrounding Area Image

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

4.5.12 B-5 Regional Business District

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

SECTION 5: Use Regulations

5.4.17.3 A maximum open storage space of 50% of the side and rear lot area is allowed for business and industrial equipment and materials.

SECTION 7: Dimensional Standards

7.9.1.7 The maximum height of fences and walls shall be four feet above grade when located in a front yard. Otherwise, the maximum height of a fence is eight feet.

Considerations and Basis for Approval

Applicant's Requests:

Recommend approval or denial for a conditional use request for dustless gravel for outdoor equipment storage (LDC 7.12.10.4) for a property located at 1725 Byron Street (PPIN 23329, Forrest County, Ward 5)

Property Area Image

Basis for Approval:

1. Conditional Use
    a. Uses requiring Planning Commission approval, as noted in the Table of Uses in Section 5 of this Code, shall

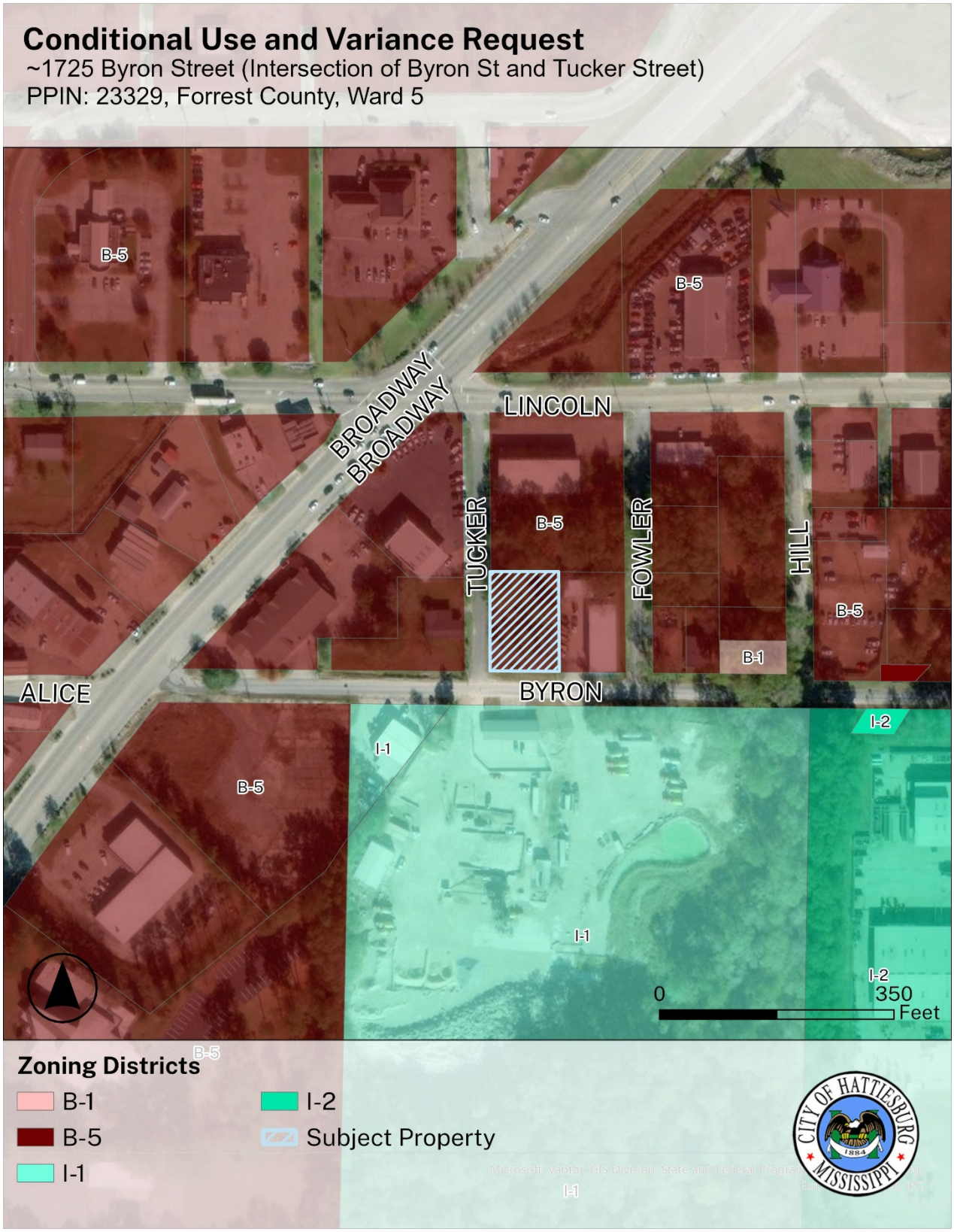
be approved subject to this Section. Any application for such use must comply with all applicable standards that apply to similar uses and properties in the zoning district in general, the specific conditions listed for that use in Section 5, and the following criteria. Where conflicts exist, the Planning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

b. 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.
c. 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.
d. The proposed development will be compatible with surrounding uses and will protect adjacent properties through the following measures:
e. 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.
f. 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.

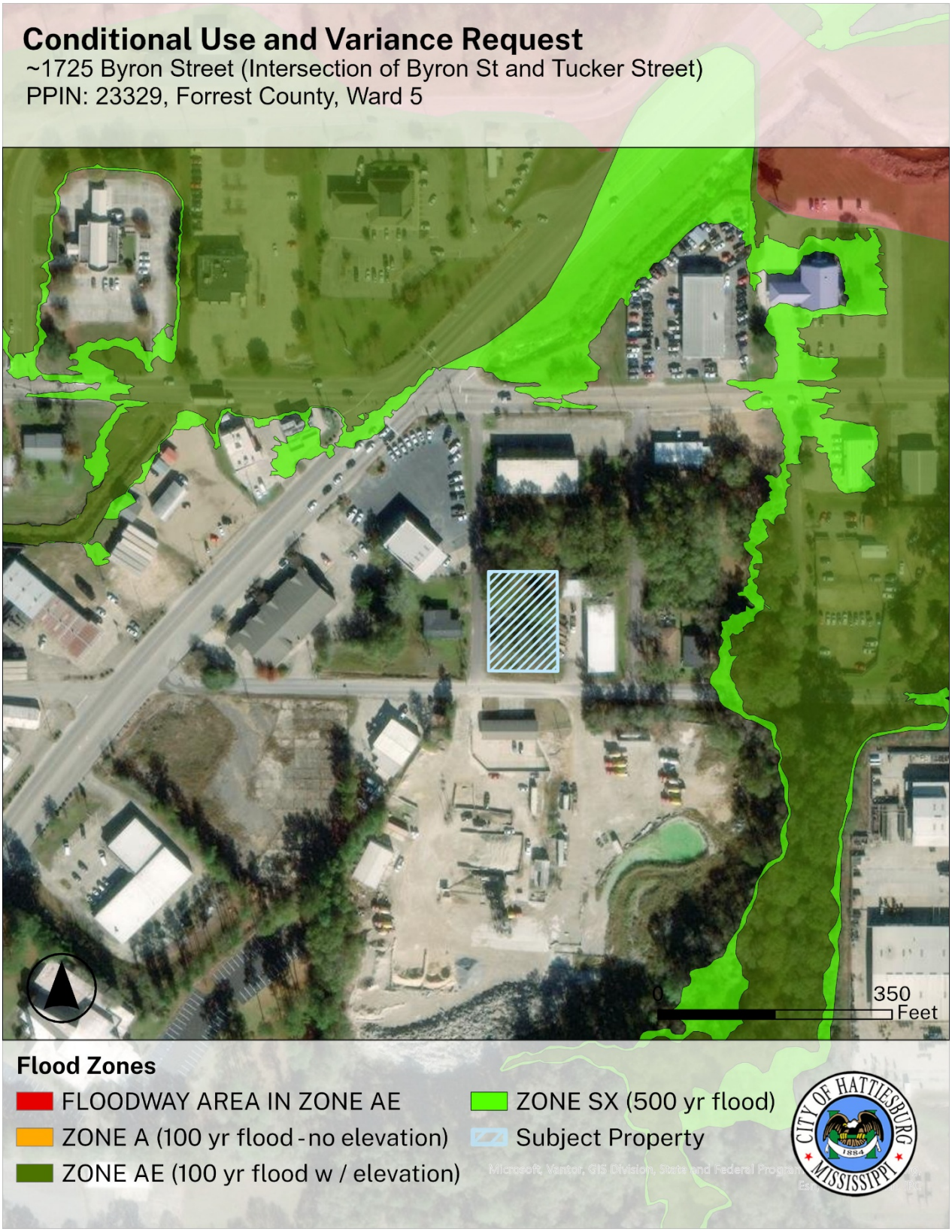
Compatible design and integration. The use meets all design criteria required by this Code that apply and is designed to integrate well both on and off site.

12.3.5.4.viii. Conditions.

- Conditions may be imposed on any application to ensure compliance with the Land Development Code and other rules and regulations and to protect the neighborhood. Conditions may include but are not limited to parking location/design, site design, expiration of approval requiring renewal, intensity of use, occupancy, hours of operation, etc. Such conditions shall be reasonable and related to the expected impacts of the development


Conditional Use and Variance Request
~1725 Byron Street (Intersection of Byron St and Tucker Street)
PPIN: 23329, Forrest County, Ward 5
B-5
B-5
BROADWAY
BROADWAY
LINCOLN
TUCKER
B-5
FOWLER
HILL
B-5
B-1
ALICE
BYRON
I-2
I-1
B-5
I-1
I-2
0
350
Feet
Zoning Districts
B-1
B-5
I-1
I-2
Subject Property
CITY OF HATTIESBURG
MISSISSIPPI
1884

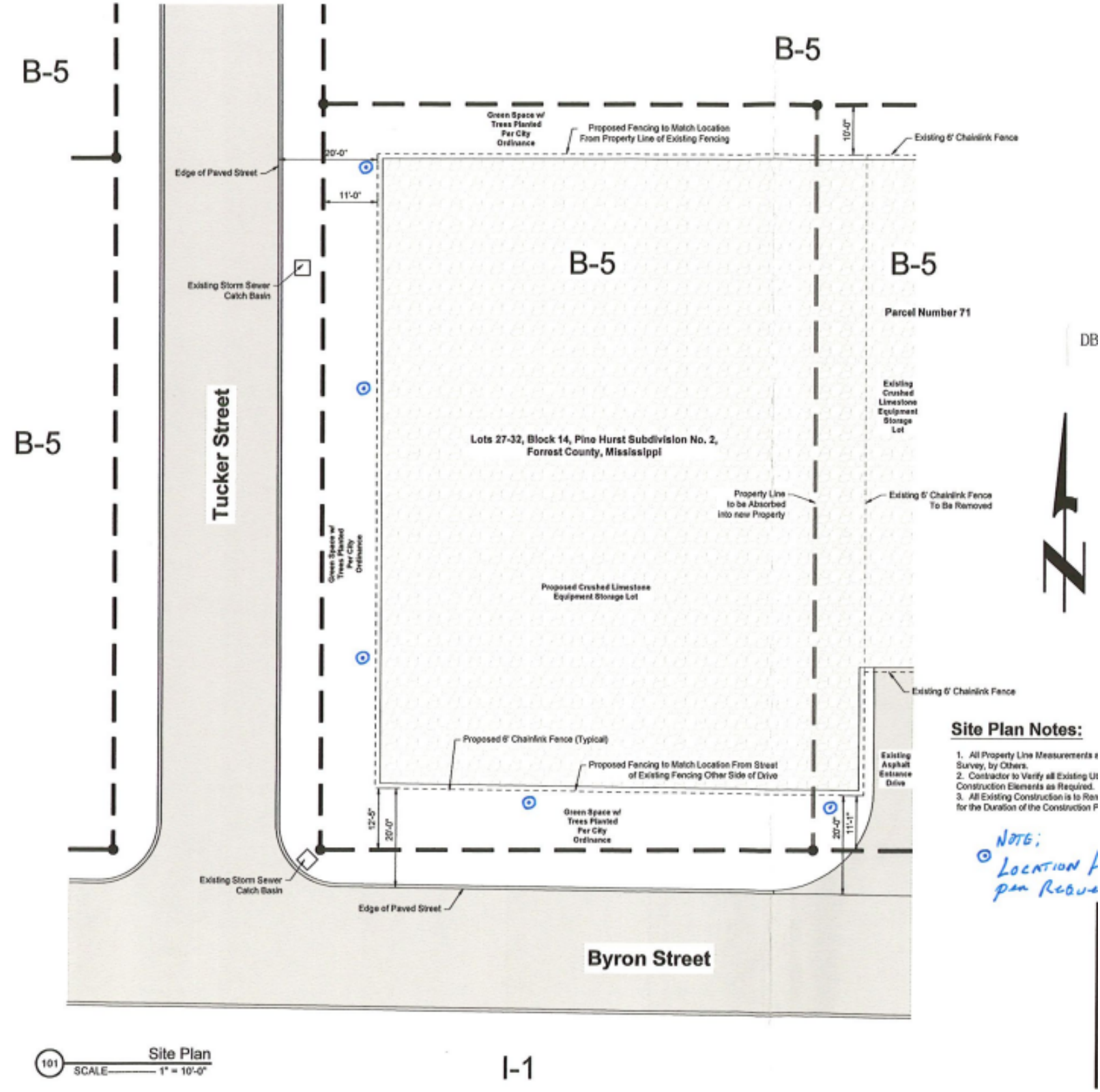
Conditional Use and Variance Request
~1725 Byron Street (Intersection of Byron St and Tucker Street)
PPIN: 23329, Forrest County, Ward 5
Neighborhood Business
Community Business A
Neighborhood Business
Neighborhood Conservation District 2
0
350
Feet
Future Land Use
Community Business A
Neighborhood Business
Neighborhood Conservation District 2
Subject Property
CITY OF HATTIESBURG
MISSISSIPPI


Conditional Use and Variance Request
~1725 Byron Street (Intersection of Byron St and Tucker Street)
PPIN: 23329, Forrest County, Ward 5
0
350
Feet
Flood Zones
FLOODWAY AREA IN ZONE AE
ZONE A (100 yr flood - no elevation)
ZONE AE (100 yr flood w / elevation)
ZONE SX (500 yr flood)
Subject Property
CITY OF HATTIESBURG
MISSISSIPPI
1884

Site Aerial

Rd
1505
Lincoln Rd
2018
1501
Broadway Dr
1500
1927
Tucker St
1950
1948
1950
1900
406
Fowler St
1925
1915
1937
1914
1911
1927
1725
Byron St
2000

Site Plan


B-5
B-5
B-5
B-5
B-5
Green Space w/ Trees Planted Per City Ordinance
Proposed Fencing to Match Location From Property Line of Existing Fencing
10'-0"
Existing 6' Chainlink Fence
20'-0"
Edge of Paved Street
11'-0"
Existing Storm Sewer Catch Basin
Parcel Number 71
Existing Crushed Limestone Equipment Storage Lot
Tucker Street
Lots 27-32, Block 14, Pine Hurst Subdivision No. 2, Forrest County, Mississippi
Property Line to be Absorbed into new Property
Existing 6' Chainlink Fence To Be Removed
Green Space w/ Trees Planted Per City Ordinance
Proposed Crushed Limestone Equipment Storage Lot
Existing 6' Chainlink Fence
Proposed 6' Chainlink Fence (Typical)
Proposed Fencing to Match Location From Street of Existing Fencing Other Side of Drive
Existing Asphalt Entrance Drive
12'-5"
20'-0"
Green Space w/ Trees Planted Per City Ordinance
20'-0"
11'-1"
Existing Storm Sewer Catch Basin
Edge of Paved Street
Byron Street
Site Plan Notes:
1. All Property Line Measurements
Survey, by Others.
2. Contractor to Verify all Existing
Construction Elements as Required.
3. All Existing Construction is to
for the Duration of the Construction
NOTE;
101
Site Plan
SCALE 1" = 10'-0"
I-1

MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
May 6th, 2026

Board Members Roll Call:

Members Present:

1. Charles Dawe
2. Amy Hinton, Chair
3. Caroline Ingram
4. Elayne Lockett
5. Lee Anne Venable (departed at 3:00pm)
6. Rebekah Ray, Secretary
7. Michael Dickerson
8. Edward Hargrove (departed at 3:00pm)
9. Rhoda Pickett, Vice Chair

Members Absent

1. Richard Conville

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
6. Kevin Bates, Building Official

Amy Hinton, Chair, declared the Hattiesburg Planning Commission meeting open and in session at 1:00pm.

AGENDA REVIEW

The May 2026 agenda was reviewed.

Motion:

Rebekah Ray motioned to accept the amended agenda.

Second:

Lee Anne Venable.

Vote:

Board Member	Yea	Nay	Other
Richard Conville			ABSENT
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		

MINUTES REVIEW

The minutes from the April 2026 meeting were reviewed.

Motion:

Caroline Ingram motioned to approve the April 2026 meeting minutes.

Second:

Rhoda Pickett.

Vote:

Board Member	Yea	Nay	Other
Richard Conville			ABSENT
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		

BUSINESS MEETING

1. Building Report:
    a. The building official reported on building permits from April.
2. Planning Report:

a. The planning team reported on last month's cases, updates for the new comprehensive plan public engagement, and the need for a meeting next Wednesday.

3. Chair's Report:
    a. No report.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

Item A:

Subdivision Request- Alan Howe, Applicant, requests to alter a platted subdivision known as the "Country Club Lake Estates, 1st Addition" for a property located at 52 Fair Lake Drive (PPIN 9823, Ward 1, Forrest County).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
    - None
- **Proponents:**
    - None
- **Opponents:**
    - None

Motion:

Lee Anne Venable motioned to table the request to next month.

Second:

Elayne Lockett.

Vote:

Board Member	Yea	Nay	Other
Richard Conville			ABSENT
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		

Item B

Street/Alley Closure - The Housing Authority for the City of Hattiesburg/Judy Mellard, Applicants, request to close a portion of Kemper Street between Briarfield Street and E 2nd Street and a portion of E 3rd Street between Ryan Street and Gordon Street (Ward 2, Forrest County).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - Jesse Sweigart
  - Judy Mellard
- **Proponents:**
  - None
- **Opponents:**
  - Louis Gagnet
- **General Comments:**
  - Quimby Chunn

Motion:

Edward Hargrove motioned to recommend approval of the request.

Second:

Caroline Ingram.

Vote:

Board Member	Yea	Nay	Other
Richard Conville			ABSENT
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		

Item C:

Subdivision Request - Housing Authority of the City of Hattiesburg/Judy Mellard, Applicants, requests to alter a platted subdivision known as the Hardy and Scott Survey of the City of Hattiesburg Subdivision and request approval for a preliminary plat (Ward 2, Forrest County).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - Jesse Sweigart

- Judy Mellard

- **Proponents:**
  - None
- **Opponents:**
  - Louis Gagnet
- **General Comments:**
  - Quimby Chunn

Motion:

Edward Hargrove motioned to recommend approval of the request.

Second:

Caroline Ingram.

Vote:

Board Member	Yea	Nay	Other
Richard Conville			ABSENT
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		

Item D:

Historic Flood Variance Request - Beau Roberts, Applicant, requests a variance from Article 6, Section E of the Flood Ordinance, which states that qualifying historic structures may apply for a flood variance from the requirement to elevate or flood-proof the structure, for a structure at 213 Main Street (PPIN 18526, Forrest County, Ward 4).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - Lori Brechtel
- **Proponents:**
  - None
- **Opponents:**
  - None

Motion:

Caroline Ingram motioned to talbe the request untilt he applicant provides engineering proof that the building cannot be flood proofed.

The motion died without a second

Motion:

Edward Hargrove motioned to recommend approval of the request.

Second:

Michael Dickerson.

Vote:

Board Member	Yea	Nay	Other
Richard Conville			ABSENT
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		

Item E:

Conditional Use Request - Pedesco, Inc/Perry Doleac, Property Owner/Applicant, requests a conditional use approval for dustless gravel for outdoor equipment storage (LDC 7.12.10.4) for a property located at 1725 Byron Street (PPIN 23329, Forrest County, Ward 5)

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - Perry Doleac
- **Proponents:**
  - None
- **Opponents:**
  - None

Motion:

Rhoda Pickett motioned to approve the request with the added condition to require R-3 Zoning Buffer Requirements for landscaping around the property (LDC Table 7.11.13).

Second:

Charles Dawe.

Vote:

Board Member	Yea	Nay	Other
Richard Conville			ABSENT
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		

Item F:

Conditional Use Request - Johnnie Williams, Property Owner/Applicant, requests a conditional use approval for automotive sales and rentals for a property located at 1601 Corinne Street (PPIN 17592, Forrest County, Ward 4).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - None
- **Proponents:**
  - None
- **Opponents:**
  - None

Motion:

Charles Dawe motioned to approve the request with the added conditions to require R-3 Zoning Buffer Requirements for landscaping around the property (LDC Table 7.11.13), that the inoperable vehicles be removed within 2 months, and that the approval of their PTL be contingent upon meeting all these conditions.

Second:

Elayne Lockett.

Vote:

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

Caroline Ingram			ABSTAIN
Elayne Lockett	X		
Rhoda Pickett	X		
Rebekah Ray	X		
Lee Anne Venable	X		

***** Lee Anne Venable and Edward Hargrove departed the meeting following the vote on Item F. *****

Item G:

Rezoning Request - Nate Reynolds, Property Owner/Applicant, requests a zoning change from A-1 to A-2 for a property located at 18 Classic Drive (PPIN 9514, Forrest County, Ward 1).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - Ethan Hartfield
- **Proponents:**
  - None
- **Opponents:**
  - None
- **General Comments:**
  - Waylon Blakney
  - Chris Bowen

Motion:

Rhoda Pickett motioned to recommend approval of the request.

Second:

Elayne Lockett.

Vote:

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

Item H:
Subdivision Request - Nate Reynolds, Property Owner/Applicant, requests approval of a preliminary plat for a major subdivision for a property located at 18 Classic Drive (PPIN 9514, Forrest County, Ward 1).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - Ethan Hartfield
- **Proponents:**
  - None
- **Opponents:**
  - None
- **General Comments:**
  - Waylon Blakney
  - Chris Bowen

Motion:

Caroline Ingram motioned to recommend approval of the request.

Second:

Rhoda Pickett.

Vote:

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

*****Rhoda Pickett motioned to recess the meeting until Wednesday May 13th, 2026 at 1:30pm. The motion was seconded by Amy Hinton. All present voted in favor of the motion.*****

Item I:
Conditional Use Request - Tomeka Matthews, Applicant, requests a conditional use approval for a "group care home" for a property located at 910 Tipton Street (PPIN 22017, Forrest County, Ward 2).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - None
- **Proponents:**
  - None
- **Opponents:**
  - None

Motion:

<motion>

Second:

<Motion>

Vote:

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

Item K:

Rezoning Request - Leonard Moody, Property Owner/Representative, and Aftan Moody, Applicant, request a zoning change from R-1C to A-2 for a property located at 321 North Hattiesburg Avenue (PPIN 12337, Forrest County, Ward 5).

Discussion and Vote :

The planning staff introduced the case.

1. **Presented by:**
   a. None
2. **Proponents:**
   a. None
3. **Opponents:**
   a. None

Motion:

<motion>

Second:

<Motion>

Vote:

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

Item L:

Rezoning Request - Felicia McIntyre, Applicant/Property Owner, requests a zoning change from R-1C to A-2 for a property located on N Hattiesburg Avenue (PPIN 47150, Forrest County, Ward 5).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - None
- **Proponents:**
  - None
- **Opponents:**
  - None

Motion:

<motion>

Second:

<Motion>

Vote:

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

Elayne Lockett			
Rhoda Pickett			
Rebekah Ray			
Lee Anne Venable			

Item M:
Subdivision Request - Leonard Moody and Felicia McIntyre (Applicants/Property Owners) request to alter a subdivision known as the "Toomer Subdivision" and for approval of a preliminary plat for a property located at 321 North Hattiesburg Avenue (PPINS 12337 and 47150, Forrest County, Ward 5).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - None
- **Proponents:**
  - None
- **Opponents:**
  - None

Motion:

<motion>

Second:

<Motion>

Vote:

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

BUSINESS MEETING

No items were presented in the business meeting.

Adjournment:

The meeting was adjourned at <time>

Motion:

<member>

Second:

<Member>

Vote:

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

_____

Rebekah Ray, Secretary

_____

Cory Long, AICP, Planning Division Manager

Memorandum

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

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

cc: **Ann Jones**

Date: **Tuesday, May 19, 2026**

Re: **Accept the Board of Adjustment's recommendation to approve the following variances at a B-5 zoned property located at 1725 Byron Street (PPIN 23329, Forrest County, Ward 5).**

- **A variance from the fence height requirement of a maximum of 4ft in a front yard to instead allow for 8ft.**
- **A variance from the requirement of the maximum outdoor equipment storage space of 50% of the side and rear lot area to instead allow for 100%.**

File Number: 2026-371
Minute Book #

Summary
Accept the Board of Adjustment's recommendation to approve the following variances at a B-5 zoned property located at 1725 Byron Street (PPIN 23329, Forrest County, Ward 5). The Board of Adjustment voted to recommend approval on May 6th, 2026:

- A variance from the fence height requirement of a maximum of 4ft in a front yard to instead allow for 8ft.
- A variance from the requirement of the maximum outdoor equipment storage space of 50% of the side and rear lot area to instead allow for 100%.

Recommendation Statement
The Board of Adjustment voted to recommend approval on May 6th, 2026.

Please place this on the May 19, 2026 City Council meeting for consideration.

URBAN DEVELOPMENT
PLANNING DIVISION

Quick Facts:

Applicant:

Pedesco, Inc./Perry Doleac

Address:

Corner of Byron Street and Tucker Street

Zoning:

B-5 (Regional Business)

Future Land Use:

Community Business Corridor

Historic District:

N/A

Overlay District(s):

N/A

Flood Zone:

X

Ward:

5

County:

Forrest

PPIN Number(s):

23329

Parcel Number(s):

2-039H-17-070.00

Hattiesburg Board of Adjustment
Planning Division
Item B - Staff Report
May 6, 2026

Property Area Image

Applicant's Requests:

- Pedesco, Inc/Perry Doleac, Property Owner/Applicant, requests the following variances at a B-5 zoned property located at 1725 Byron Street (PPIN 23329, Forrest County, Ward 5):
    - A Variance from the fence height requirement of a maximum of 4ft in a front yard to instead allow for 8ft.
    - A variance from the requirement of the maximum outdoor equipment storage space of 50% of the side and rear lot area to instead allow for 100%.

Background and History

Surrounding Area Image

The Applicants met with staff during a pre-application meeting in March of 2026. The applicant acquired the additional property to expand their existing operations and provide space for equipment storage associated with the contractor's office. The proposed use of the property for equipment storage is intended to function as an accessory to the existing business. The applicant proposed combining the existing parcel with the newly acquired lot, clearing the lot, installing crushed aggregate (dustless gravel) and 8ft fencing, and providing access through the existing site rather than directly from the street. The site is zoned B-5 (Regional Business), which permits the use of a contractor's office but has certain conditions that must be met.

The use of gravel as a surface material in the B-5 district requires conditional use approval, and the proposed amount of outdoor storage space of the entire lot exceeds the 50 percent maximum allowed, which triggers the need for a variance. The height of the proposed 8ft fence also requires a variance due to the lot's corner lot orientation. The applicant is seeking conditional use approval from the Planning Commission and two variances from the Board of Adjustment.

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.

Surrounding Area Image

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

4.5.12 B-5 Regional Business District

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

SECTION 5: Use Regulations

5.4.17.3 A maximum open storage space of 50% of the side and rear lot area is allowed for business and industrial equipment and materials.

SECTION 7: Dimensional Standards

7.9.1.7 The maximum height of fences and walls shall be four feet above grade when located in a front yard. Otherwise, the maximum height of a fence is eight feet.

Considerations and Basis for Approval

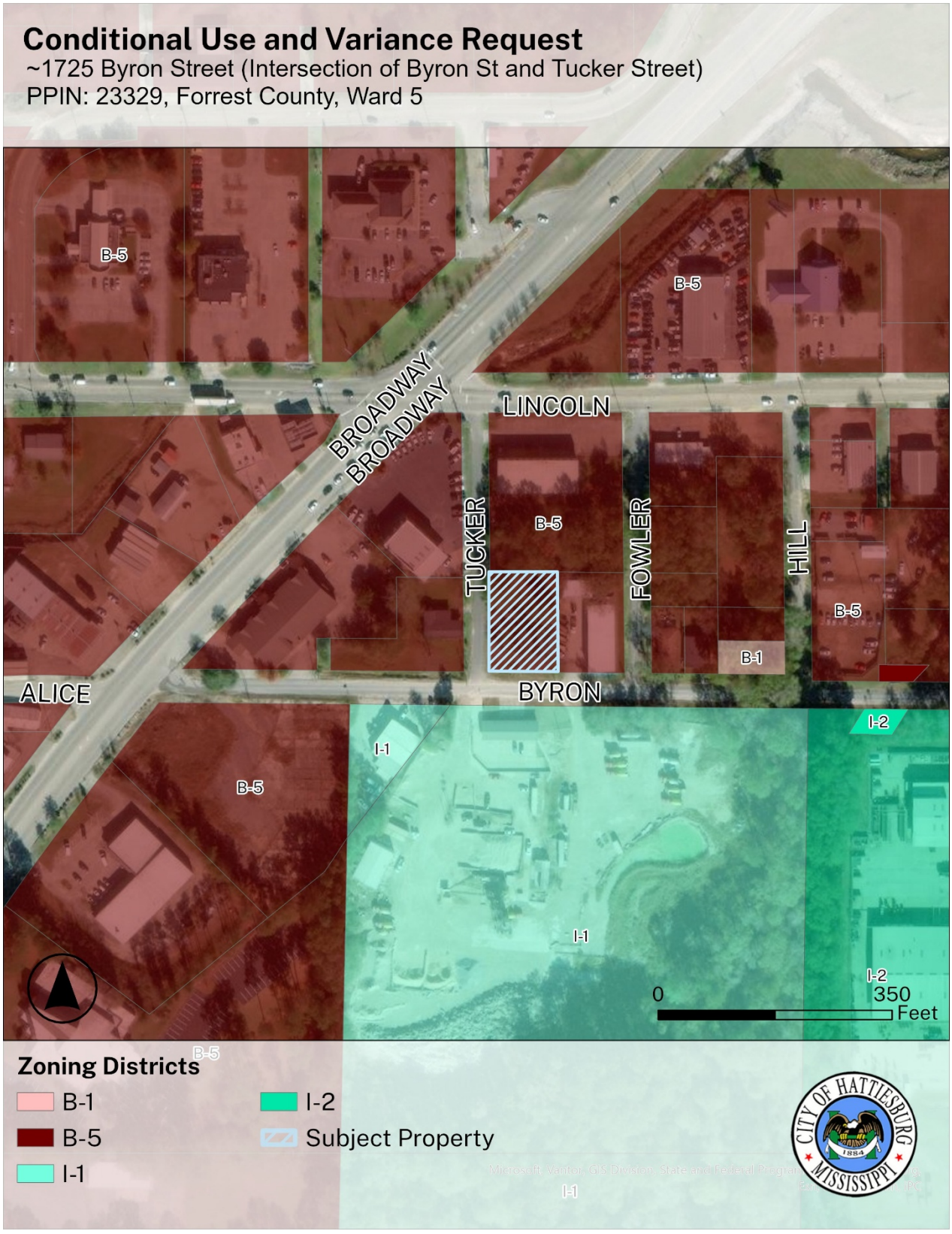
Option:

- Recommend approval or denial of the following variances
    - A Variance from the fence height requirement of a maximum of 4ft in a front yard to instead allow for 8ft.
    - A variance from the requirement of the maximum outdoor equipment storage space of 50% of the side and rear lot area to instead allow for 100%.

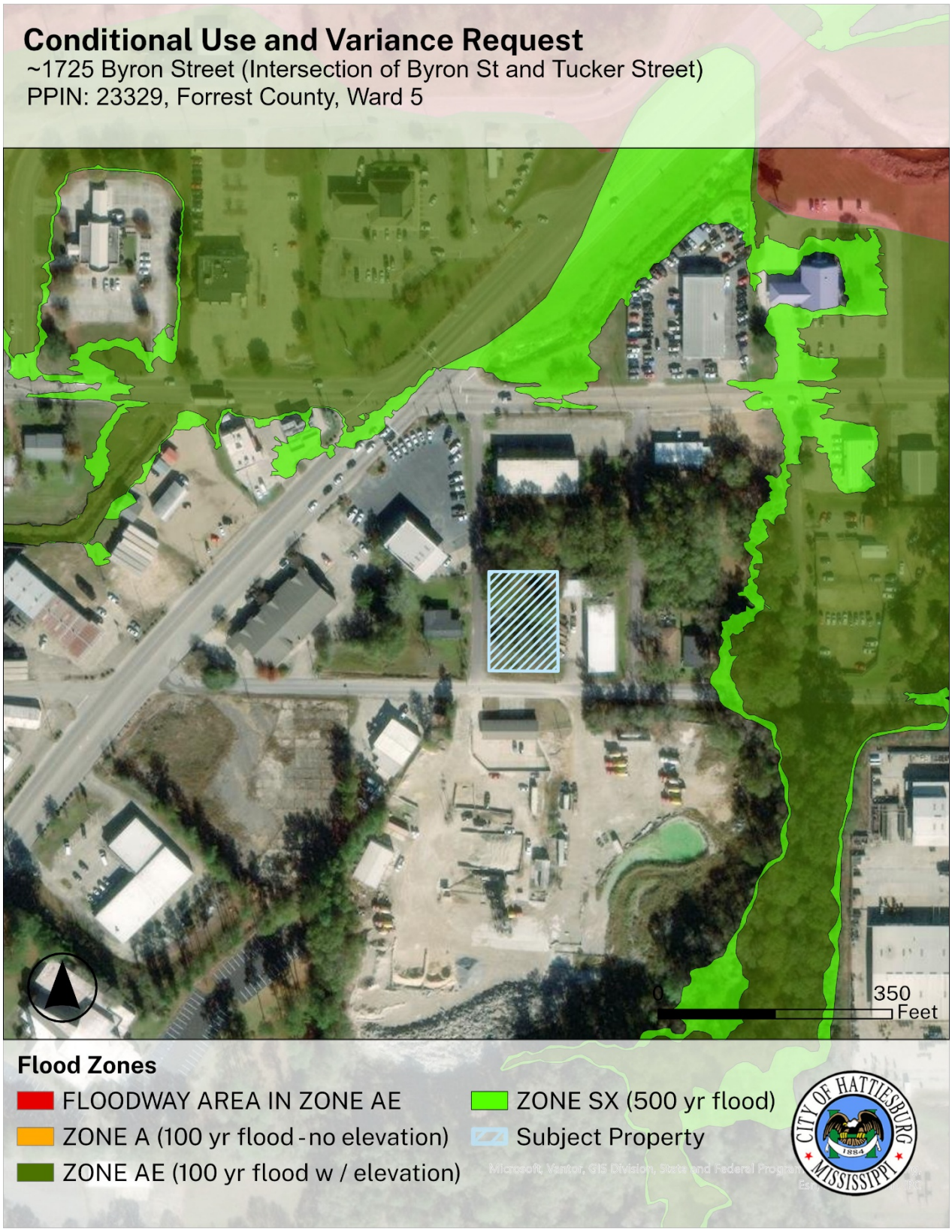
Property Area Image

Basis for Approval:

1. Hardship.
    a. The hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant.
    b. There are exceptional conditions creating an undue hardship applicable only to the property involved or the intended use which do not apply generally to the other land areas or uses within the same zoning district.
2. Special Privilege.
    a. A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district.
3. Literal Interpretation.
    a. The literal interpretation of the provisions of the regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant
4. Reasonable Use.
    a. The applicant cannot make reasonable use of the property without the requested variance.
5. Minimum Required.
    a. The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.
6. Conformance with the Purposes of this Code.
    a. The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code


Conditional Use and Variance Request
~1725 Byron Street (Intersection of Byron St and Tucker Street)
PPIN: 23329, Forrest County, Ward 5
B-5
B-5
BROADWAY
BROADWAY
LINCOLN
TUCKER
B-5
FOWLER
HILL
B-5
B-1
ALICE
BYRON
I-2
I-1
B-5
I-1
I-2
0
350
Feet
Zoning Districts
B-1
B-5
I-1
I-2
Subject Property
CITY OF HATTIESBURG
1884
MISSISSIPPI

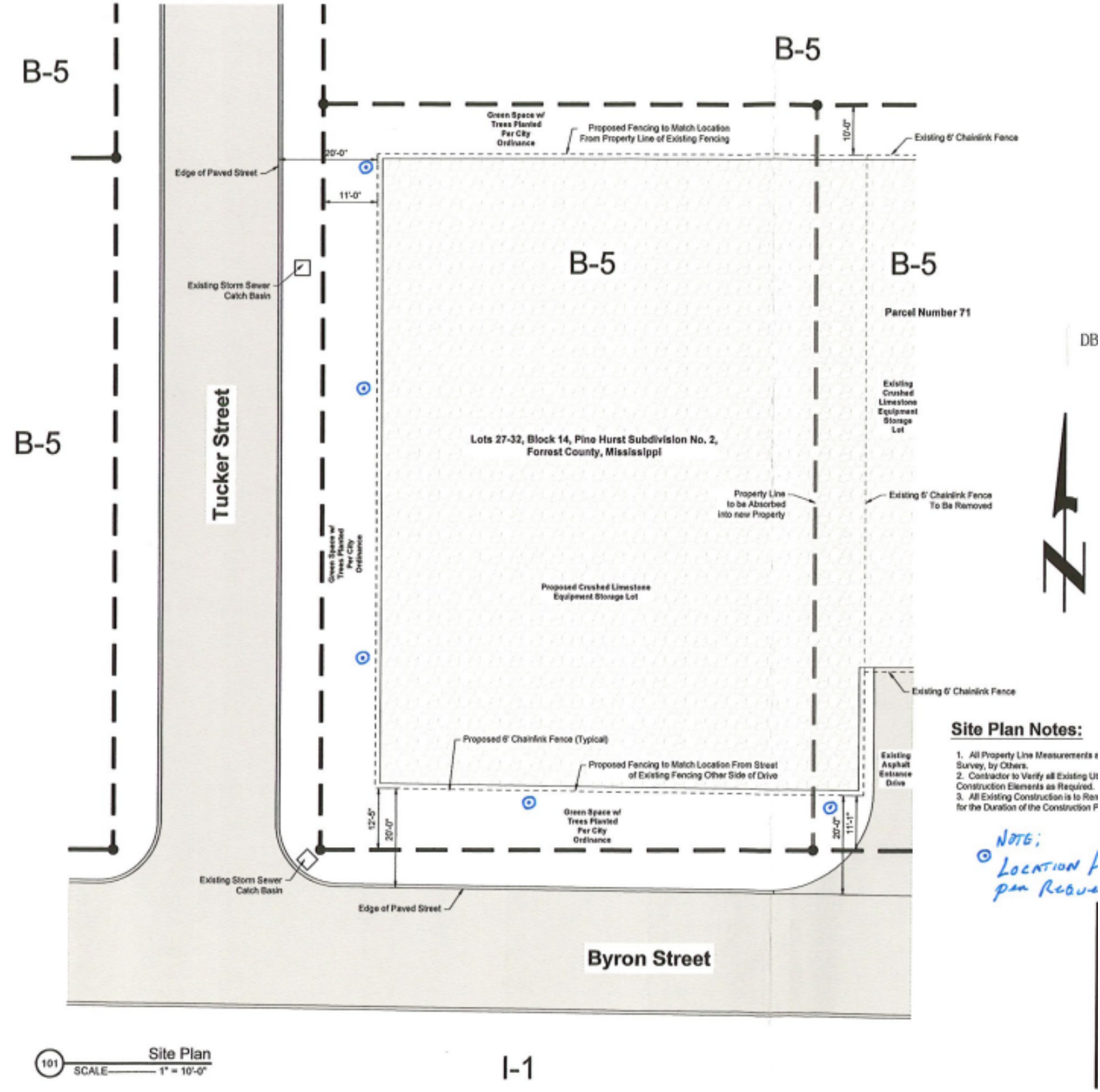
Conditional Use and Variance Request
~1725 Byron Street (Intersection of Byron St and Tucker Street)
PPIN: 23329, Forrest County, Ward 5
Neighborhood Business
Community Business A
Neighborhood Business
Neighborhood Conservation District 2
0
350
Feet
Future Land Use
Community Business A
Neighborhood Business
Neighborhood Conservation District 2
Subject Property
CITY OF HATTIESBURG
MISSISSIPPI


Conditional Use and Variance Request
~1725 Byron Street (Intersection of Byron St and Tucker Street)
PPIN: 23329, Forrest County, Ward 5
0
350
Feet
Flood Zones
FLOODWAY AREA IN ZONE AE
ZONE A (100 yr flood - no elevation)
ZONE AE (100 yr flood w / elevation)
ZONE SX (500 yr flood)
Subject Property
CITY OF HATTIESBURG
1884
MISSISSIPPI

Site Aerial

1505
Rd
Lincoln Rd
2018
1501
1900
1948
1950
1950
Broadway Dr
1500
Tucker St
Fowler St
406
1925
1927
1915
1937
1914
1911
1927
1725
Byron St
2000

Site Plan


B-5
B-5
B-5
B-5
B-5
Tucker Street
Byron Street
Green Space w/ Trees Planted Per City Ordinance
Proposed Fencing to Match Location From Property Line of Existing Fencing
Existing 6' Chainlink Fence
10'-0"
20'-0"
Edge of Paved Street
11'-0"
Existing Storm Sewer Catch Basin
Parcel Number 71
Existing Crushed Limestone Equipment Storage Lot
Lots 27-32, Block 14, Pine Hurst Subdivision No. 2, Forrest County, Mississippi
Property Line to be Absorbed Into new Property
Existing 6' Chainlink Fence To Be Removed
Proposed Crushed Limestone Equipment Storage Lot
Existing 6' Chainlink Fence
Proposed 6' Chainlink Fence (Typical)
Proposed Fencing to Match Location From Street of Existing Fencing Other Side of Drive
Existing Asphalt Entrance Drive
12'-5"
20'-0"
Green Space w/ Trees Planted Per City Ordinance
20'-0"
11'-1"
Existing Storm Sewer Catch Basin
Edge of Paved Street
Site Plan Notes:
1. All Property Line Measurements
Survey, by Others.
2. Contractor to Verify all Existing Ut
Construction Elements as Required.
3. All Existing Construction is to Re
for the Duration of the Construction P
NOTE;
LOCATION
PER REQUE
101 Site Plan
SCALE 1" = 10'-0"
I-1

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: Pedesco, Inc. **Project Name:** Equipment & Storage Lot

Municipal Address of Site: Tucker Street x Bryon Street **PPIN #:** 023329

Parcel Number(s): 2-039H-17-070.00

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: Storage, Fence
☐ 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: Surface

Other Application types:

☐ Subdividing of a lot, Parcel, or Tract (fill out page 12)
☐ Street or Alley Renaming (fill out pages 13 & 14)
☐ Vacating Street or Alley (fill out pages 13 & 14)
☐ Text Amendment
☐ Overlay District
☐ 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 #:			

Updated Version 05/22/25

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: March 30, 2026
Hattiesburg Planning Commission Meeting Date: May 6, 2026
Hattiesburg Board of Adjustment Meeting Date: May 6, 2026
City Council Agenda Review Date – (you or your representative should attend): May 18, 2026
City Council Meeting (Vote) Date – (you or your representative may attend): May 19, 2026

- 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 $ 425.00

Updated Version 05/22/25

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.

Public Hearing Fees	
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: Perry E. Doleac **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

Tucker Street & Byron Street (Street Address) Hattiesburg (City) MS (State),

on this the 24th day of March, 20 26.

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____.

Perry E. Doleac
Property Owner (Print)

P.D.
Property Owner (Signature)

STATE OF MS

COUNTY OF Forrest

Personally came and appeared before me, the within named Perry E. Doleac,
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 24th day of March, 20 26.

Julie Harris
NOTARY PUBLIC Julie Harris

STATE OF MISSISSIPPI
JULIE E. HARRIS
NOTARY PUBLIC
Forrest County
Commission Expires
June 24, 2027
COMMISSION NUMBER 112848

My Commission Expires:

06/24/27

#1 7.12.10.4 - 50% to 100%

FOR VARIANCE APPLICANTS:

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

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

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

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

   We need 100% of the property for the purpose of equipment and material. We purchased the property specifically for that reason, due to space constraints on our existing property.

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

   We would not consider this special privilege to us or anyone else within this zoning district if the need is valid.

3. **Literal Interpretation.** The literal interpretation of the provision of the regulation would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.

   If our request were to be denied, it would cause hardship to necessary need for a secure site for our equipment and materials.

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

   We do not intend to use this site for anything other than what we have stated above.

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

We respectfully request that the variance be meant at the requested requirements.

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

We understand and will comply with all codes as they pertain to this variance.

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

#2 7.9.1.7 - 4ft to 8ft

FOR VARIANCE APPLICANTS:

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

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

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

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

   We would need to increase the fence allowance from 4ft to 8ft for the purpose of security. The equipment and materials to be in this area are valuable and need to be adequately secured.

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

   We would not consider this to be a special privilege to us or anyone else within this zoning district if the need is valid.

3. **Literal Interpretation.** The literal interpretation of the provision of the regulation would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.

   We are in great need for additional space to store our equipment and materials. But it is vital that the space is secure.

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

   We do not intend to use this site for any of purpose than that which we have stated.

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

We respectfully request that the variance be meant at the requested requirements.

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

We understand and will comply with all codes as they pertain to this variance.

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

FOR CONDITIONAL USE APPLICANTS:

Section 12.3.3.1 Compliance Required. Uses requiring Planning Commission approval as noted in the Tables of Uses in Section 5 of this Code, shall be approved subject to this Section.

Any application for such use must comply with: all applicable standards that apply to similar uses and properties in the zoning district in general, the specific conditions listed for that use in Section 5, and the following criteria. *Where conflicts exist, the Planning Commission shall determine which criteria apply on a case-by-case basis.*

1. **Does this application meet the conditions set forth in Section 5 of the LDC for the requested use? If yes, please explain:**
   Yes, we believe this application meets the conditions as we will keep all equipment and materials within suggested parameters as well as screening the area as recommanded.

2. **Describe the effects the proposed use of utilities and facilities will have on the community.**
   There will be no additional utilities or facilities.

3. **Describe how the size of the site is appropriate for the proposed use.**
   The property was purchased for the sole purpose of adding the necessary space only to store equipment and materials as we have need, as to not overload our existing property/lot.

4. **Will there be any additional pedestrian or vehicular traffic generated by the proposed use? If yes, please explain:**
   No, there will be no additional traffic, pedestrian or vehicular.

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

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

There will be no expected customers. And only employees as they have need to retreive equipment or materials.

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

Yes, as the area already has established industrial areas.

8. **Parking requirements:** Commercial/Industrial: Paved parking will be provided for N/A 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.

DEED
Bk:1494 Page:197-198
RCD: 02/20/2026 @ 2:25:12:PM
FORREST COUNTY, MS
LANCE C. REID CHANCERY CLERK

Prepared by and return to:
Joseph M. Gianola, Jr., PLLC
Joseph M. Gianola, Jr. (MSB#101972)
63 98 Place Boulevard
Hattiesburg, Mississippi 39402
(601) 336-2680

INDEXING INSTRUCTIONS: **Lots 27-32, Block 14, Pine Hurst Subdivision No. 2, Forrest County, Mississippi**

STATE OF MISSISSIPPI

COUNTY OF FORREST

WARRANTY DEED

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

PTL INVESTMENTS, LLC,
a Mississippi limited liability company,
1950 Lincoln Road
Hattiesburg, Mississippi 39402
(601) 520-0006

does hereby grant, bargain, sell, convey and warrant unto the Grantee,

DOLEAC AND DOLEAC, LLC,
a Mississippi limited liability company
P.O. Box 16563
Hattiesburg, Mississippi 39404
(601) 270-1020

the following described real property lying and being situated in Forrest County, Mississippi, and being more particularly described as follows, to-wit:

Lots 27-32, inclusive, of Block 14 of the Pine Hurst Subdivision No. 2 of the City of Hattiesburg, Forrest County, 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.

This conveyance and the warranty hereof is subject to any and all prior and outstanding leases, exceptions, reservation and/or conveyances of oil, gas and/or other minerals and any geothermal energy resources lying in, on and under the above described real property.

This conveyance and the warranty hereof is subject to any and all other easements and rights-of-way, whether of record or of use, which affect the real property hereby conveyed.

This conveyance and the warranty hereof is subject to any and all Covenants and Restrictions of record.

WITNESS THE SIGNATURE of the Grantor on the date of its respective acknowledgement.

PTL INVESTMENTS, LLC,
A Mississippi limited liability company

By: _____
Thomas P. McCaffrey, Member

STATE OF MISSISSIPPI

COUNTY OF FORREST

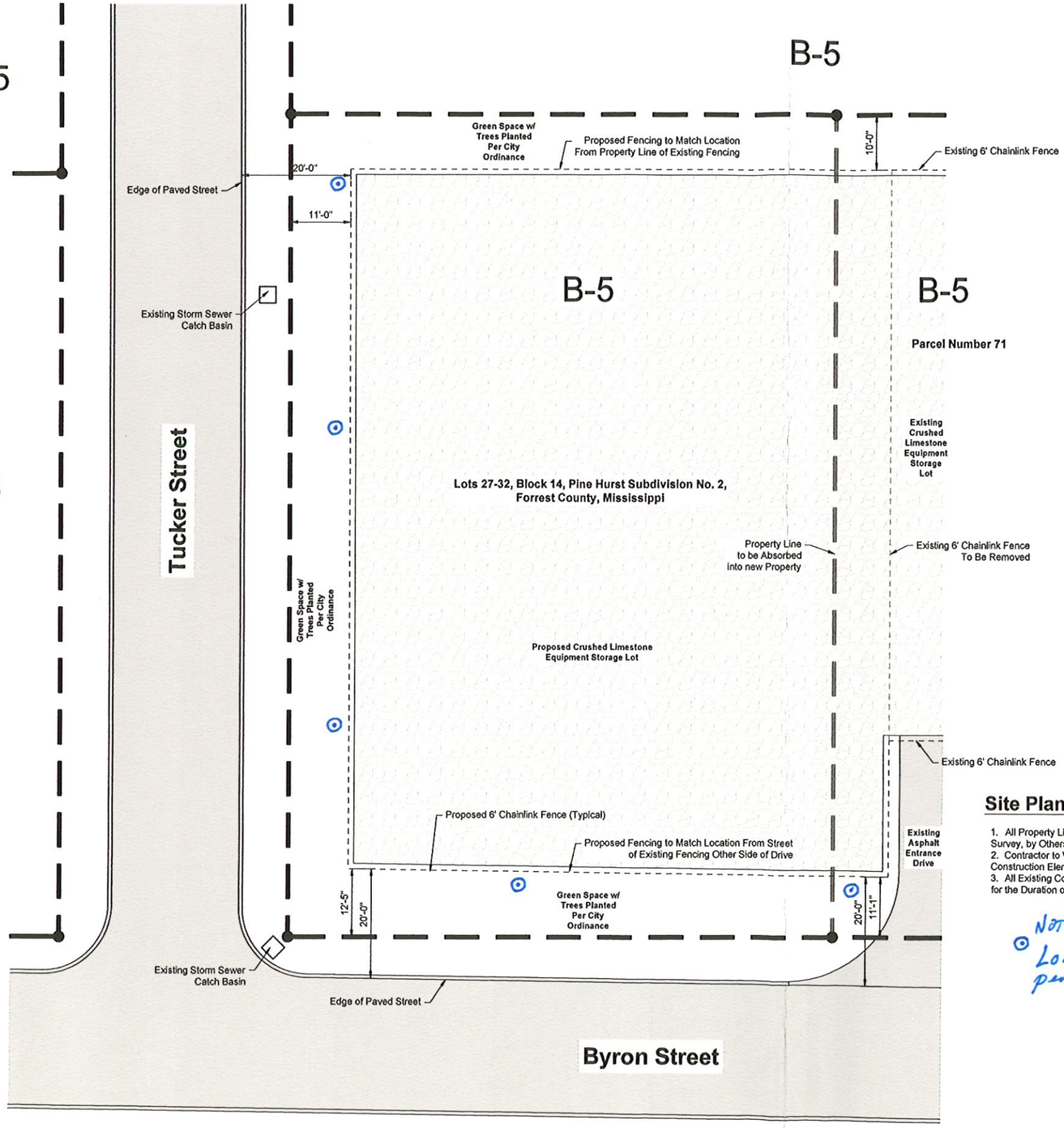
THIS DAY personally came and appeared before me, the undersigned authorities in and for the jurisdiction aforesaid, the within named Thomas P. McCaffrey, who acknowledged to me that he is the Member of PTL Investments, LLC, a Mississippi limited liability company, and as its act and deed he delivered the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 19th day of February, 2026.

_____
NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 88271
JOSEPH M. GIANOLA JR.
Commission Expires
Jan. 22, 2028
LAMAR COUNTY



101 Site Plan
SCALE———— 1" = 10'-0"

Site Legend	
	Property Line
	Setback Line
	Batter Board Lines
	Concrete
	Outline of Residence
	Paved Road
	Property Corner
	TREES

Lot Setbacks	
Front:	30'-0"
Rear:	0'-0"
Sides:	0'-0" or 10'-0"
Other:	N/A

Pedesco, Inc.

DBA: **Perry Doleac Electric Company**
Proposed Staging Yard Addition
2000 Byron Street
Hattiesburg, MS

Site Plan was Derived From Digital Imaging. All Information Shall be Verified on Site for Compliance with City of Hattiesburg Zoning Requirements.

Site Plan Notes:

1. All Property Line Measurements are Approximate and Derived From Existing Survey, by Others.
2. Contractor to Verify all Existing Utilities Prior to Construction and Adjust Construction Elements as Required.
3. All Existing Construction is to Remain on Parcel 71. Interior Fence Shall Remain for the Duration of the Construction Process and be Removed Prior to Completion.

NOTE;
LOCATION for traces on Lot per Request

General Note:

Farve Residential Service, LLC. Not Being an Architectural or Engineering Firm Assumes NO Liability for Structural or Architectural Design Integrity. Great Care and Effort Has Been Made in the Development of These Plans and the Completion of These Construction Documents. Farve Residential Service, LLC Highly Recommends That These Plans be Reviewed by a Licensed Structural Engineer and/or an Architect, In Addition to Your Local Building Officials Prior to Construction. Additional Engineering may be Required to Comply With Seismic, Wind, and Other Special Conditions Required by Local Code. If an Error and/or Omission Does Occur, It Is the Sole Responsibility of the Contractor to Remedy the Error and/or Omission at His Own Expense and not the Responsibility of the Drafting Service. Contractor is Responsible for Verification of Dimensions in the Field and Shall Build the Structure in Strict Accordance With the 2018 International Building Code Series. All Foundation and Structural Plans and Details are General in Nature and Shall be Reviewed by a Structural Engineer Prior to Construction.

FARVE RESIDENTIAL SERVICE, LLC

FARVE RESIDENTIAL SERVICE, LLC
263 Farve Road
Sumrall, MS 39482
Craig Farve - Owner/Operator
Phone: 769-250-0958

Perry Doleac Electric Co. 2000 Byron Street Hattiesburg, Mississippi	Proposed Staging Yard Addition	
	Proposed Partial Site Plan	
March 2, 2026	FRS-26-0032	Sheet 1 of 1

I-1

MINUTES OF THE

REGULAR MEETING OF THE

HATTIESBURG BOARD OF ADJUSTMENT

May 6th, 2026

Board Members Roll Call:

Members Present:

1. Sandi Boykins
2. Herman Dungan
3. John Eye
4. Bernard Green, Vice Chair
5. Shawn Harris, Chair
6. Stacey Ready, Secretary

Members Absent

1. Richard Conville
2. Ronda Norris
3. Brandon Williams
4. Jessica Cathey
5. James Hughes

Staff Present:

1. Cory Long, Planning Manager
2. Nathan Satcher, Senior Planner
3. David Miller, Esq.
4. Meridian McDaniel, Planner I

Shawn Harris, Chair, declared the Hattiesburg Board of Adjustment meeting open and in session at 3:42 pm.

AGENDA REVIEW

The May 2026 agenda was reviewed.

Motion:

Herman Dungan motioned to approve the agenda.

Second:

Bernard Green.

Vote:

Board Member	Yea	Nay	Other
Sandi Boykins	X		

Jessica Cathey			ABSENT
Richard Conville			ABSENT
Herman Dungan	X		
John Eye	X		
Bernard Green	X		
Shawn Harris	X		
James Hughes			ABSENT
Ronda Norris			ABSENT
Stacey Ready	X		
Brandon Williams			ABSENT

MINUTES REVIEW

The minutes from the March and April meeting was reviewed.

Motion:

Stacey Ready motioned to approve both March and April's meeting minutes.

Second:

Herman Dungan.

Vote:

Board Member	Yea	Nay	Other
Sandi Boykins	X		
Jessica Cathey			ABSENT
Richard Conville			ABSENT
Herman Dungan	X		
John Eye	X		
Bernard Green	X		
Shawn Harris	X		

James Hughes			ABSENT
Ronda Norris			ABSENT
Stacey Ready	X		
Brandon Williams			ABSENT

BUSINESS MEETING

1. Planning Report:
2. Chair's Report:

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Board of Adjustment

Item A:

Jeffrey Mack, Applicant, requests the following variances for a proposed subdivision and house construction for an R-1C zoned property on the corner of Miller Street and Stadium Drive (PPIN 26645, Ward 4, Forrest County):

A. Lot 1 (north)
    a. Variance from the minimum lot size requirement of 5000sqft to allow 2100sqft
    b. Variance from the minimum front setback requirement of 20ft to allow for 17ft
    c. Variance from the minimum side setback requirement of 10ft to allow for 2.5ft
    d. Variance from the minimum side setback requirement of 10ft to allow for 2.5ft
    e. Variance from the minimum rear setback requirement of 25ft to allow for 20.5ft
    f. Variance from the maximum impervious surface lot coverage requirement of 50% to allow for 52%

B. Lot 2 (south)
    a. Variance from the minimum lot size requirement of 5000sqft to allow 2100sqft
    b. Variance from the minimum front setback requirement of 20ft to allow for 17ft
    c. Variance from the minimum front setback requirement of 20ft to allow for 2.5ft
    d. Variance from the minimum side setback requirement of 10ft to allow for 2.5ft
    e. Variance from the maximum impervious surface lot coverage requirement of 50% to allow for 52%

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
    - Jeffrey Mack

- **Proponents:**
  - None
- **Opponents:**
  - None

Motion:

Stacey Ready motioned to recommend approval for all the requested variances.

Second:

Bernard Green.

Vote:

Board Member	Yea	Nay	Other
Sandi Boykins	X		
Jessica Cathey			ABSENT
Richard Conville			ABSENT
Herman Dungan		X	
John Eye		X	
Bernard Green	X		
Shawn Harris	X		
James Hughes			ABSENT
Ronda Norris			ABSENT
Stacey Ready	X		
Brandon Williams			ABSENT

Motion to recommend approval of the requested variance passed with a 4-2 vote.

Item B:

Pedesco, Inc/Perry Doleac, Property Owner/Applicant, requests the following variances at a B-5 zoned property located at 1725 Byron Street (PPIN 23329, Forrest County, Ward 5):

A. A variance from the fence height requirement of a maximum of 4ft in a front yard to instead allow for 8ft.

B. A variance from the requirement of the maximum outdoor equipment storage space of 50% of the side and rear lot area to instead allow for 100%.

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - Perry Doleac
- **Proponents:**
  - None
- **Opponents:**
  - None

Motion:

Herman Dungan motioned to recommend approval of all the requested variances.

Second:

Stacey Ready.

Vote:

Board Member	Yea	Nay	Other
Sandi Boykins	X		
Jessica Cathey			ABSENT
Richard Conville			ABSENT
Herman Dungan	X		
John Eye		X	
Bernard Green	X		
Shawn Harris	X		
James Hughes			ABSENT
Ronda Norris			ABSENT
Stacey Ready	X		
Brandon Williams			ABSENT

Motion to recommend approval of the requested variance passed with a 5-1 vote.

Item C:

Felicia McIntyre, Applicant/Property Owner, requests a variance from the minimum lot size requirement for an A-2 zoned property of 43,560 sqft (1 acre) to allow for 21,780 (0.5 acre) for a property located on N Hattiesburg Avenue (PPIN 47150, Forrest County, Ward 5).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - Felicia McIntyre
- **Proponents:**
  - None
- **Opponents:**
  - None

Motion:

Stacey ready motioned to recommend approval contingent upon the approval of the zoning change to A-2.

Second:

Bernard Green.

Vote:

Board Member	Yea	Nay	Other
Sandi Boykins	X		
Jessica Cathey			ABSENT
Richard Conville			ABSENT
Herman Dungan		X	
John Eye	X		
Bernard Green	X		
Shawn Harris	X		
James Hughes			ABSENT
Ronda Norris			ABSENT
Stacey Ready	X		
Brandon Williams			ABSENT

Motion to recommend approval of the requested variance passed with a 5-1 vote.

Item D:

John Anglin, Applicant, requests a variance from the maximum two-way driveway width of 24ft

to allow for 50ft for a property located at 4879 Hwy 49 (PPINs 27634, 27635, 27636, Forrest County, Ward 5).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - John Anglin
- **Proponents:**
  - None
- **Opponents:**
  - None

Motion:

Sandi Boykins motioned to recommend approval of both variance requests.

Second:

Herman Dungan.

Vote:

Board Member	Yea	Nay	Other
Sandi Boykins	X		
Jessica Cathey			ABSENT
Richard Conville			ABSENT
Herman Dungan	X		
John Eye	X		
Bernard Green	X		
Shawn Harris	X		
James Hughes			ABSENT
Ronda Norris			ABSENT
Stacey Ready	X		
Brandon Williams			ABSENT

Motion to recommend approval of the requested variance passed with a 6-0 vote.

BUSINESS MEETING

- Nominating committee will meet before the June meeting.

Adjournment:

The meeting was adjourned at 5:23pm.

Motion:

Stacey Ready motioned to adjourn.

Second:

Herman Dungan.

Vote:

Board Member	Yea	Nay	Other
Sandi Boykins	X		
Jessica Cathey			ABSENT
Richard Conville			ABSENT
Herman Dungan	X		
John Eye	X		
Bernard Green	X		
Shawn Harris	X		
James Hughes			ABSENT
Ronda Norris			ABSENT
Stacey Ready	X		
Brandon Williams			ABSENT

_____

Rebekah Ray, Secretary

_____

Cory Long, AICP, Planning Division Manager

Memorandum

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

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

cc: **Ann Jones**

Date: **Tuesday, May 19, 2026**

Re: **Accept the Planning Commission's recommendation to approve the conditional use request for "automotive sales and rentals" for a property located at 1601 Corinne Street (PPIN 17592, Forrest County, Ward 4) with the following added condition: To require R-3 Zoning Buffer Requirements for landscaping around the property (LDC Table 7.11.13).**
File Number: 2026-367
Minute Book #

Summary
Accept the Planning Commission's recommendation to approve the conditional use request for "automotive sales and rentals" for a property located at 1601 Corinne Street (PPIN 17592, Forrest County, Ward 4) with the following added condition: To require R-3 Zoning Buffer Requirements for landscaping around the property (LDC Table 7.11.13). The Hattiesburg Planning Commission voted to recommend approval with the added conditions on May 6th, 2026.

Recommendation Statement
The Hattiesburg Planning Commission voted to recommend approval with the added conditions on May 6th, 2026.

Please place this on the May 19, 2026 City Council meeting for consideration.

URBAN DEVELOPMENT
PLANNING DIVISION

Quick Facts:

Applicant:

Johnnie Williams

Address:

1601 Corrine Street

Zoning:

B-3 (BCO)

Future Land Use:

Community Business District A

Historic District:

N/A

Overlay District(s):

Broadway Corridor Overlay

Flood Zone:

X

Ward:

4

County:

Forrest

PPIN Number(s):

17592

Parcel Number(s):

2-038D-16-124.00

Hattiesburg Planning Commission
Planning Division
Item F - Staff Report
May 6th, 2026

Property Area Image

Applicant's Request:
Johnnie Williams, Property Owner/Applicant, requests a conditional use approval for automotive sales and rentals for a property located at 1601 Corinne Street (PPIN 17592, Forrest County, Ward 4).

Property Area Image

Background and History

Property / Surrounding Area Image

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 store cars for their rental business. 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.

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.

Example of inoperable vehicles parked. This one includes a tree growing inside the vehicle.

As part of this implementation, automotive uses are now conditional use approvals, 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.

When staff posted public hearing signage, they noticed many inoperable vehicles parked on site, many of which appeared not to have been moved for quite some time. If the Planning Commission is considering recommending approval, staff

recommends that a condition addressing the above-referenced vehicles be included, along with whatever other conditions the HPC deems needed.

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.

Property / 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

Considerations and Basis for Approval

Applicant's Requests:
Recommend approval or denial for a conditional use request for automotive sales and rentals for a property located at 1601 Corinne Street (PPIN 17592, Forrest County, Ward 4).

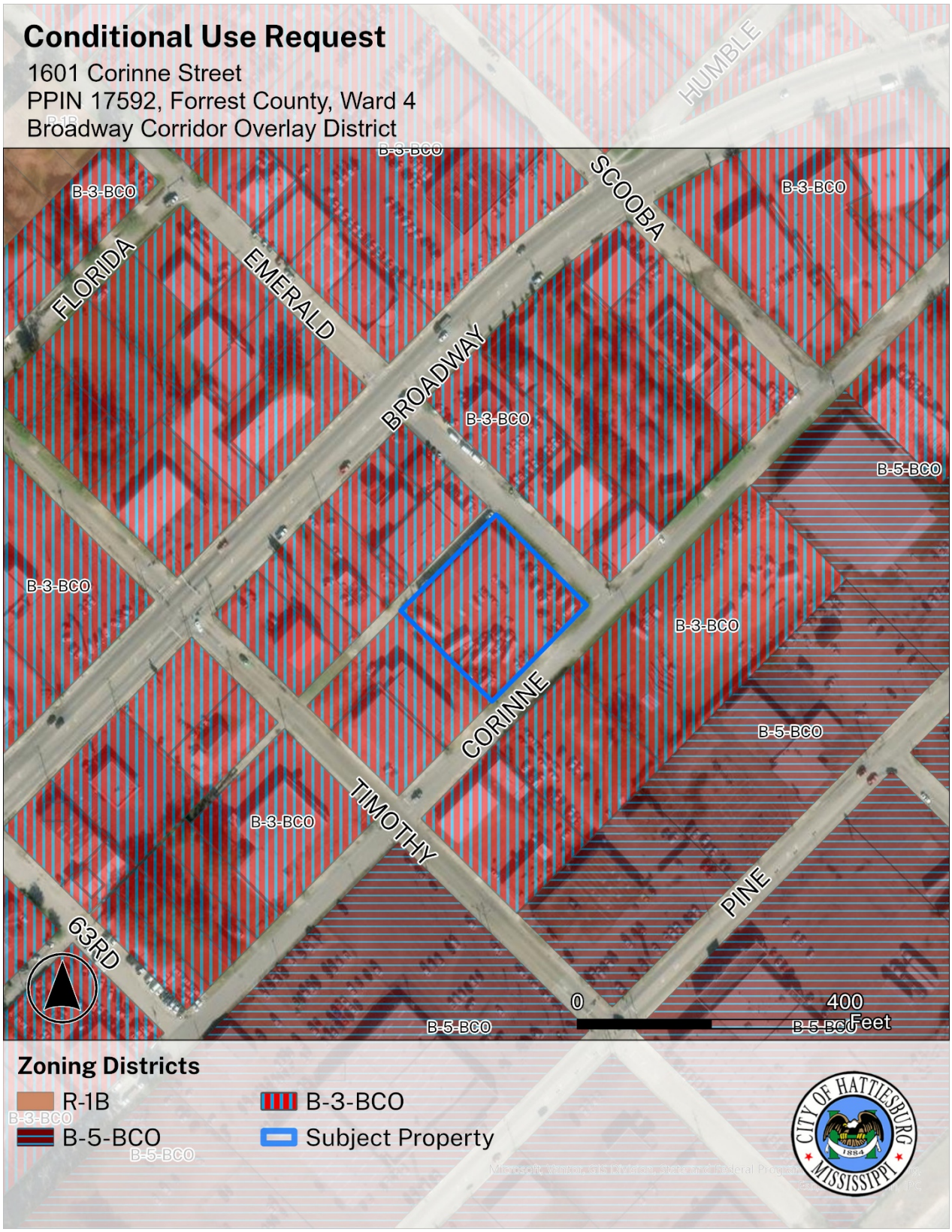
Basis for Approval:
Conditional Use

- 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.

12.3.5.4.viii. Conditions.

Conditions may be imposed on any application to ensure compliance with the Land Development Code and other rules and regulations and to protect the neighborhood. Conditions may include but are not limited to parking location/design, site design, expiration of approval requiring renewal, intensity of use, occupancy, hours of operation, etc. Such conditions shall be reasonable and related to the expected impacts of the development


Conditional Use Request
1601 Corinne Street
PPIN 17592, Forrest County, Ward 4
Broadway Corridor Overlay District
HUMBLE
SCOOBA
FLORIDA
EMERALD
BROADWAY
CORINNE
TIMOTHY
PINE
63RD
B-3-BCO
B-5-BCO
0
400
Feet
Zoning Districts
R-1B
B-3-BCO
B-5-BCO
Subject Property
CITY OF HATTIESBURG
MISSISSIPPI

Conditional Use Request
1601 Corinne Street
PPIN 9514, Forrest County, Ward 4
Broadway Corridor Overlay District
0
400
Feet
Zoning Districts
FLOODWAY AREA IN ZONE AE
ZONE A (100 yr flood - no elevation)
ZONE AE (100 yr flood w / elevation)
ZONE SX (500 yr flood)
Subject Property
CITY OF HATTIESBURG
MISSISSIPPI
1884

Site Aerial

410
408
500
502
819
304
816
508
Emerald Ln
Corinne St
Timothy Ln
810
916

RECEIVED
MAR 2 6 2026
BY: .....

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: Johnnie Williams **Project Name:** NJ Shuttle & Tour Service

Municipal Address of Site: 1601 Corinne Street **PPIN #:** 17592

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: _____
X ☑ Conditional Use (fill out pages 9 & 10)	☐ Automotive Filling Station ☐ Digital Billboard, New ☐ Digital Billboard, Replacement ☐ Telecommunications ☐ Restaurant ☐ Solar Farm ☑ Other: automotive sales and rental

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 #:			

Updated Version 05/22/25

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

1601 Corinne St Hattiesburg MS,
Street Address City State

on this the 4 day of March, 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.

_____

on this the _____ day of _____, 20____.

JOHNNIE C WILLIAMS
Property Owner (Print)

Johnnie Calvin ar Williams
Property Owner (Signature)

STATE OF Mississippi

COUNTY OF Forrest

Personally came and appeared before me, the within named Johnnie Williams.,
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 4th day of March, 2026.

Dajia Arrington
NOTARY PUBLIC

My Commission Expires:

March 24, 2029

STATE OF MISSISSIPPI DAJIA ARRINGTON NOTARY PUBLIC FORREST COUNTY My commission expires March 24, 2029 Commission number 4644987

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:**
   20ft of Concrete from Street to the gate; 20ft of Concrete for ADA parking space

2. **Describe the effects the proposed use of utilities and facilities will have on the community.**
   to provide medical transportation

3. **Describe how the size of the site is appropriate for the proposed use.**
   It has office space and parking space

4. **Will there be any additional pedestrian or vehicular traffic generated by the proposed use? If yes, please explain:**
   NO

5. **Will there be any elevation in the noise level resulting from this proposed use? If yes, please explain:**
   NO

6. **What is the expected number of customers/employees per day?**
employees 5
customers 1

7. **Is proposed use compatible with surrounding uses and design? If yes, please explain:**
No

8. **Parking requirements:** Commercial/Industrial: Paved parking will be provided for 5 vehicles, and 2 ADA vehicles; with 2 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.

Forrest County
Filed/Recorded AUGUST 27 2014 09:48:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

INDEX THIS PROPERTY IN:
Lots 5, 6, 7 and 8 in Block 81 of the Hicks Subdivision of the D. D. McInnis Third Survey of the City of Hattiesburg, Forrest County, Mississippi.

PREPARED BY:
Terry L. Caves – MSB#5937
Risher G. Caves – MSB#104526
Caves & Caves, PLLC, Attorneys at Law
P.O. Drawer 167, Laurel, MS 39441-0167
601-428-0402

RETURN TO:
Terry L. Caves – MSB#5937
Risher G. Caves – MSB#104526
Caves & Caves, PLLC, Attorneys at Law
P.O. Drawer 167, Laurel, MS 39441-0167
601-428-0402

GRANTOR:
R.P.R., LLC

ADDRESS: 1504 Wansley Road
Laurel, MS 39440
TELEPHONE: (601) 649-3686

GRANTEE:
D.J. SHUTTLE AND TOURS, INCORPORATED
ADDRESS: 101 Hardy Street
Hattiesburg, MS 39401
TELEPHONE: (601) 544-7539

STATE OF MISSISSIPPI
COUNTY OF FORREST

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, R.P.R., LLC, a Mississippi Limited Liability Company, does hereby convey and quitclaim unto D.J. SHUTTLE AND TOURS, INCORPORATED, a corporation, all its rights,

title, and interest in and to the following described real property, to-wit:

Lots 5, 6, 7 and 8 in Block 81 of the Hicks Subdivision of the D. D. McInnis Third Survey of the City of Hattiesburg, Forrest County, Mississippi.

together with all improvements thereon and appurtenances thereunto belonging and subject to all restrictions, reservations, easements and covenants now of record affecting the use and enjoyment of the property herein conveyed.

Subject to all prior reservations of oil, gas, and other minerals in, on and under the above-described property.

Grantor herein conveys the above described property in an "As Is" condition.

WITNESS MY SIGNATURE on this, the 20th day of August, A. D. 2014.

R.P.R., LLC
A Mississippi Limited Liability Company

BY: Tommy C. Rogers
TOMMY ROGERS, MEMBER

BY: Mary Ann Rogers
MARY ANN ROGERS, Executrix of the Estate of Bruce B. Rogers

ACCEPTED AND AGREED TO:

D.J. SHUTTLE AND TOURS, INCORPORATED

BY: John Williams
JOHN WILLIAMS, President

STATE OF MISSISSIPPI
COUNTY OF JONES

Personally appeared before me, the undersigned legal authority in and for the jurisdiction aforesaid, the within named, TOMMY C. ROGERS, who acknowledged that he is a member of

R.P.R., LLC, a Mississippi limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed, they signed, sealed and delivered the foregoing instrument for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said limited liability company so to do.

WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE on this the 20th day of August, 2014.

NOTARY PUBLIC

My commission expires: 8/6/17

STATE OF MISSISSIPPI
COUNTY OF JONES

Personally appeared before me, the undersigned legal authority in and for the jurisdiction aforesaid, the within named, MARY ANN ROGERS, who acknowledged that she is Executrix of the Estate of Bruce B. Rogers, and that in said representative capacity she executed the above and foregoing instrument, after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this, the 20th day of August, A. D. 2014.

NOTARY PUBLIC

My Commission Expires: 8/6/17

STATE OF MISSISSIPPI
COUNTY OF Jones

Personally appeared before me, the undersigned legal authority in and for the jurisdiction aforesaid, the within named, JOHN WILLIAMS, who acknowledged that he is President of D. C. SHUTTLE AND TOURS, INCORPORATED, a corporation, and that for and on behalf of the said corporation, and as its act and deed, he signed the foregoing instrument for the purposes mentioned

on the day and year therein mentioned, after first having been duly authorized by said corporation so to do.

WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE on this the 20th day of August, 2014.

Risher G. Caves
NOTARY PUBLIC

STATE OF MISSISSIPPI
RISHER G. CAVES
ID NO. 106278
Commission Expires
August 6, 2017
NOTARY PUBLIC
JONES COUNTY

My commission expires: 8/6/17

(Prepared without benefit of survey or title search.)

f:\area of practice\land\land 2014\rogers, tommy\qcd d.j. shuttle, inc. (rpr).doc

Inst. 723691
Bk 1183 Pg 0671

IN THE CHANCERY COURT OF FORREST COUNTY, MISSISSIPPI

FILED

JUL 25 2014

Chancery Clerk

IN THE MATTER OF THE LAST WILL AND TESTAMENT OF BRUCE B. ROGERS, DECEASED, MARY ANN ROGERS, PETITIONER

CAUSE NO. 14-0095-PR-W

JUDGMENT FOR AUTHORIZATION TO SELL REAL ESTATE

THIS DAY, this Cause came on to be heard on the Petition of **Mary Ann Rogers**, Petitioner therein and Executrix of the Estate of Bruce B. Rogers, requesting a Judgment for Authorization to Sell Real Estate and the Court, after having maturely considered the same and the oral and documentary evidence presented, finds as follows:

I.

The Petitioner, **Mary Ann Rogers**, is an adult resident citizen of the State of Mississippi, residing in Petal, Forrest County, Mississippi. The Petitioner was appointed as Executrix of the Estate of Bruce B. Rogers, by way of this Court's Judgment Granting Probate of Will and Appointment of Executor, filed on June 2, 2014. Letters Testamentary were issued to her on June 2, 2014.

II.

At his death, Bruce B. Rogers owned a one-third interest in R.P.R., LLC, a Mississippi limited liability company ("Company"). The remaining interest in the Company is held by the Decedent's brother, Tommy Rogers.

III.

The Company owns certain real property located in Forrest County, Mississippi, described as Lots 5, 6, 7 and 8 in Block 81 of the Hicks Subdivision of the D.D. McInnis Third

Survey of the City of Hattiesburg, Forrest County, Mississippi. The Company has agreed to sell said property to D. J. Shuttle and Tours, Inc., a Mississippi corporation, or any other individual or entity substituted by it, for Ninety-Five Thousand Dollars ($95,000.00). Petitioner has shown that this is a fair and reasonable price for said property, and that Buyer will finance said sale by way of delivery of a negotiable promissory note to the Company, secured by a deed of trust describing the property.

IV.

The Operating Agreement for the Company provides that it is member-managed, meaning that both members have to sign for conveyance of the property to be valid. The Executrix requested authorization by this Court to sign on behalf of the Decedent.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Petition be and is hereby received and approved and that this Honorable Court authorizes the Petitioner, **Mary Ann Rogers**, as Executrix of the Estate of Bruce B. Rogers, to execute the Deed and any other documents necessary to effectuate the sale of the subject property.

SO ORDERED, ADJUDGED AND DECREED on this the 25th day of July, 2014.

CHANCELLOR

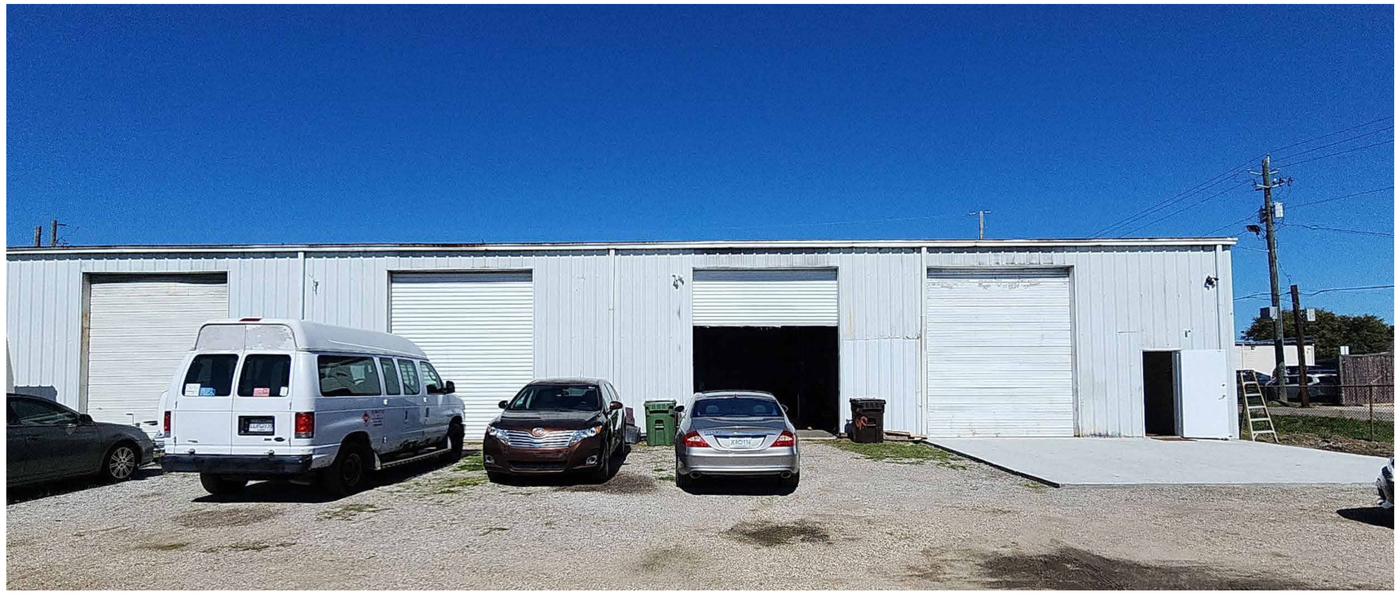
Prepared by:

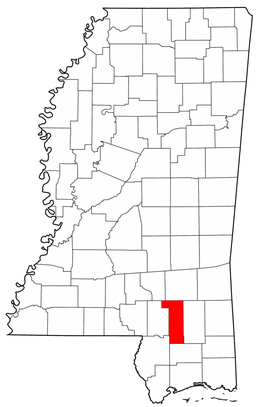
G. Neil Rogers
Jackson & Arrington, PLLC
309 S. 40th Avenue
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309
MSB # 104159

SITE PLAN APPROVAL FOR DJ SHUTTLE AND TOUR OFFICE

PROPOSAL FOR OFFICE AND STORAGE SPACE

1601 CORINNE STREET, HATTIESBURG, MS





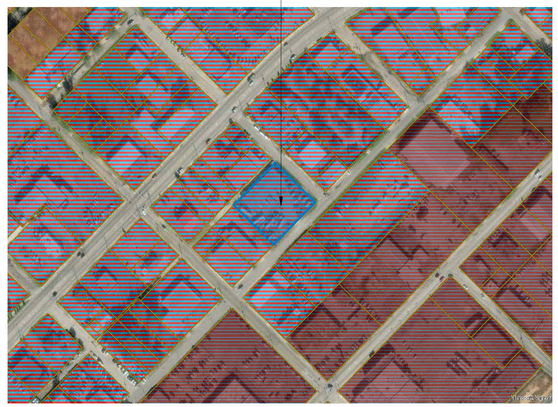
FOREST COUNTY

PROJECT SITE

SITE MAP

N

B3 ZONING



ZONING MAP

VICINITY MAP: NTS

SHEET INDEX		
Sheet Name	Sheet Number	#
TITLE SHEET	T1	1
EXISTING CONDITIONS	EC	2
SITE PLAN	SP1	3
LANDSCAPE PLAN	L1	4

PROJECT TEAM:

DESIGN CONSULTANT

K. MOYE LAND DESIGN & DEVELOPMENT, LLC
CONTACT: KENNETH MOYE
PH. #: (225) 284-1779
EMAIL: K.MOYE@KMLDDC.COM

PROJECT DESCRIPTION

Request for occupancy of existing commercial building for 7,500 square foot office and storage building along with required parking and stored parking of service equipment inventory

K MOYE LAND DESIGN & DEVELOPMENT CO.

PO Box 8900
Moss Point, MS 39562
225.284.1779 * k.moye@kmlddc.com

CONSULTANTS:

SEAL:

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THE DRAWINGS AND SPECIFICATIONS (PLANS) CONTAINED IN THIS DRAWING SET ARE THE SOLE PROPERTY OF K. MOYE LAND DESIGN & DEVELOPMENT, LLC (KMLDD) AND ARE OFFERED TO THE NAMED CLIENT FOR A CONDITIONAL ONE TIME USE. ALL RIGHTS ARE RESERVED BY THE KMLDD AND ANY USE OTHER THAN AUTHORIZED IS EXPRESSLY PROHIBITED. ANY REPRODUCTION OF THIS PLAN IS EXPRESSLY PROHIBITED.

No.	Description	Date

DJ SHUTTLE & TOUR OFFICE

1601 CORINNE ST.,
HATTIESBURG, MS

TITLE SHEET

Project Number	P26-001
Date	2026.03.25
Drawn By	KM
Checked By	KM

T1

Scale

GRAPHIC SCALE (IN)

0 16 32 48 64

K MOYE LAND DESIGN & DEVELOPMENT CO.

PO Box 8900
Moss Point, MS 39562
225.284.1779 * k.moye@kmlddc.com

CONSULTANTS:

SEAL:

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No.	Description	Date

DJ SHUTTLE & TOUR OFFICE

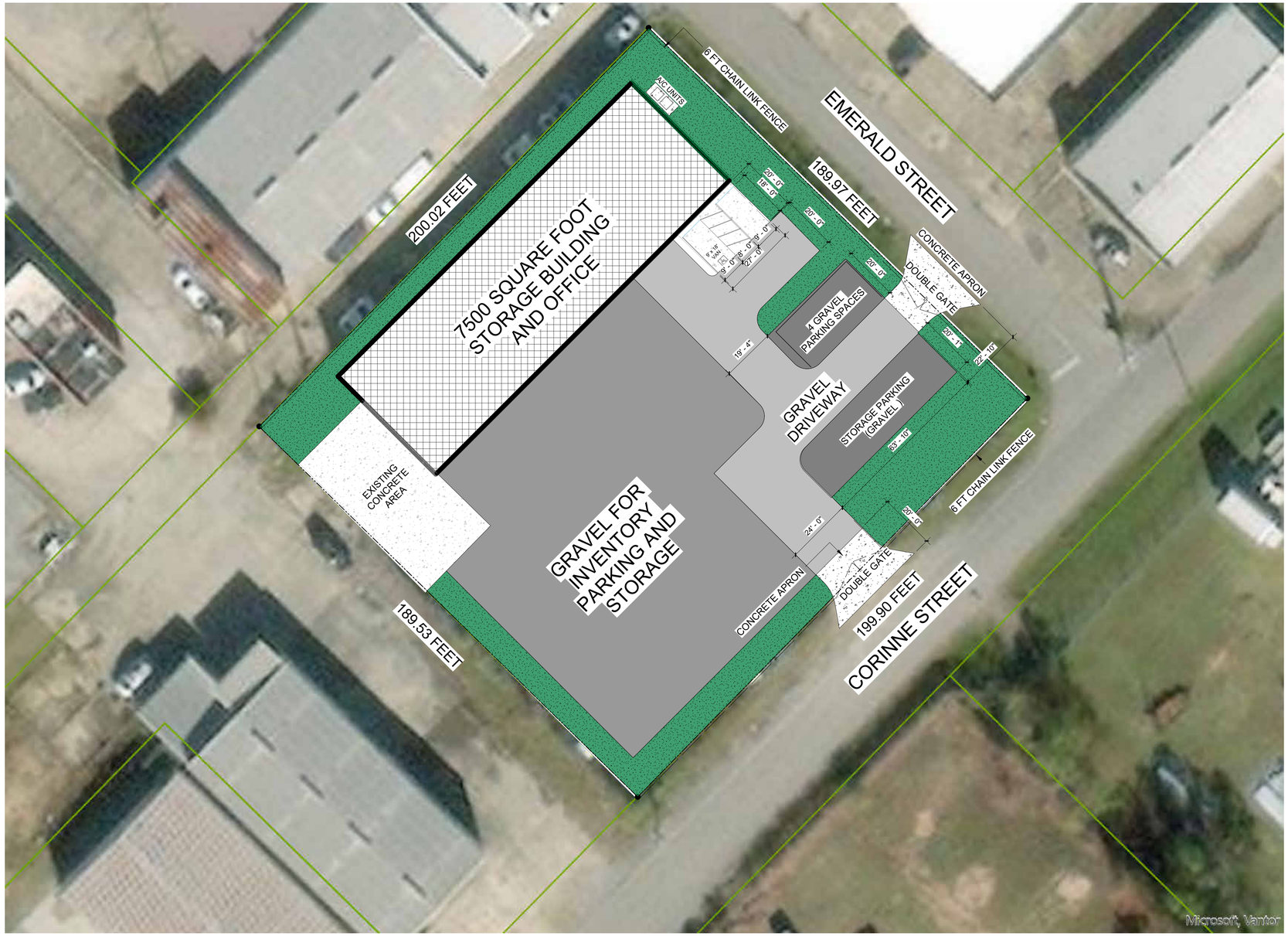
1601 CORINNE ST.,
HATTIESBURG, MS

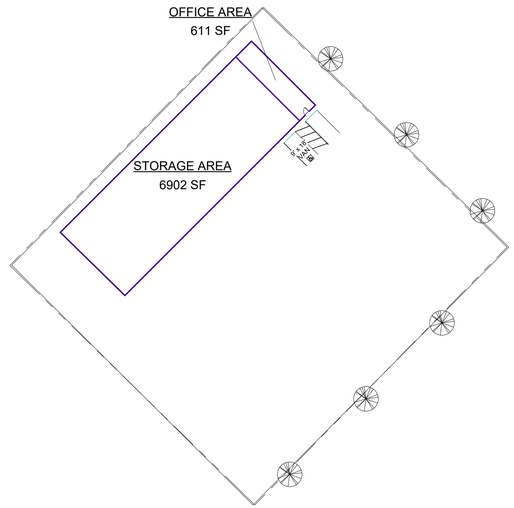
EXISTING CONDITIONS

Project Number	P26-001
Date	2026.03.25
Drawn By	KM
Checked By	KM

EC

Scale 1/16" = 1'-0"





SETBACKS (PER CURRENT B3):

FRONT -	10 FT
SIDE -	0 FT
REAR -	0 FT

ALL WORK MUST CONFORM TO THE SPECIFICATIONS OF CITY OF HATTIESBURG DEPARTMENT OF PUBLIC WORKS.

GENERAL CONTRACTOR SHALL COORDINATE ALL WORK AMONG DIFFERENT TRADES.

PROPERTY DIMENSIONS ARE APPROXIMATE (SEE SURVEY FOR ACTUAL DIMENSIONS)

THE ARCHITECT WILL NOT BE RESPONSIBLE FOR AND WILL NOT HAVE CONTROL OR CHARGE OF EITHER CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES, SAFETY PRECAUTIONS AND PROGRAMS, AND OR CONTRACTORS FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE DRAWINGS AS WELL AS PERSONS PERFORMING THE WORK ON THIS PROJECT. CONTRACTOR OR SUB-CONTRACTORS SHALL BRING TO THE ATTENTION OF THE ARCHITECT ANY DIFFERENCES, ERRORS, OR OMISSIONS FOUND IN PLANS OR AS A RESULT OF SITE VISIT, PRIOR TO START OF WORK FOR ANY TRADE.

GRAPHIC SCALE

0 20 40 60 80

PARKING SUMMARY				
USE	**FORMULA**	**CALCULATIONS**	**REQUIRED**	**PROPOSED**
OFFICE	1 SP PER 400 SF	611/400 = 1.52	2 SP	6 SP
STORAGE	N/A	N/A	0 SP	7 SP
TOTAL PARKING			2 SP	13 SP
ACCESSIBLE PARKING (1 SP PER 76-100 SP)			1 SP	1 SP
BICYCLE PARKING (1 RACK)			10 SP	10 SP

PROJECT SUMMARY AND GENERAL INFORMATION

TOTAL FLOOR AREA:	7,500 TOTAL SQ. FT. (500 SF - OFFICE/ 7,000 SF STORAGE)
ZONING :	B3 (COMMUNITY BUSINESS DISTRICT)
EXISTING LAND USE:	OFFICE/STORAGE
FUTURE LAND USE:	COMMUNITY BUSINESS CORRIDOR
PROPOSED LAND USE:	OFFICE AND STORAGE
ADDRESS:	1601 CORINNE STREET, HATTIESBURG, MS
ACREAGE:	0.87 ACRES
MAX HEIGHT:	N/A
FLOOD ZONE:	X
SEWER DISTRICT:	CITY OF HATTIESBURG
WATER DISTRICT:	CITY OF HATTIESBURG
FIRE DISTRICT:	HATTIESBURG ROUGE FIRE

K MOYE LAND DESIGN & DEVELOPMENT CO.

PO Box 8900
Moss Point, MS 39562
225.284.1779 * k.moye@kmlddc.com

CONSULTANTS:

SEAL:

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No.	Description	Date

DJ SHUTTLE & TOUR OFFICE

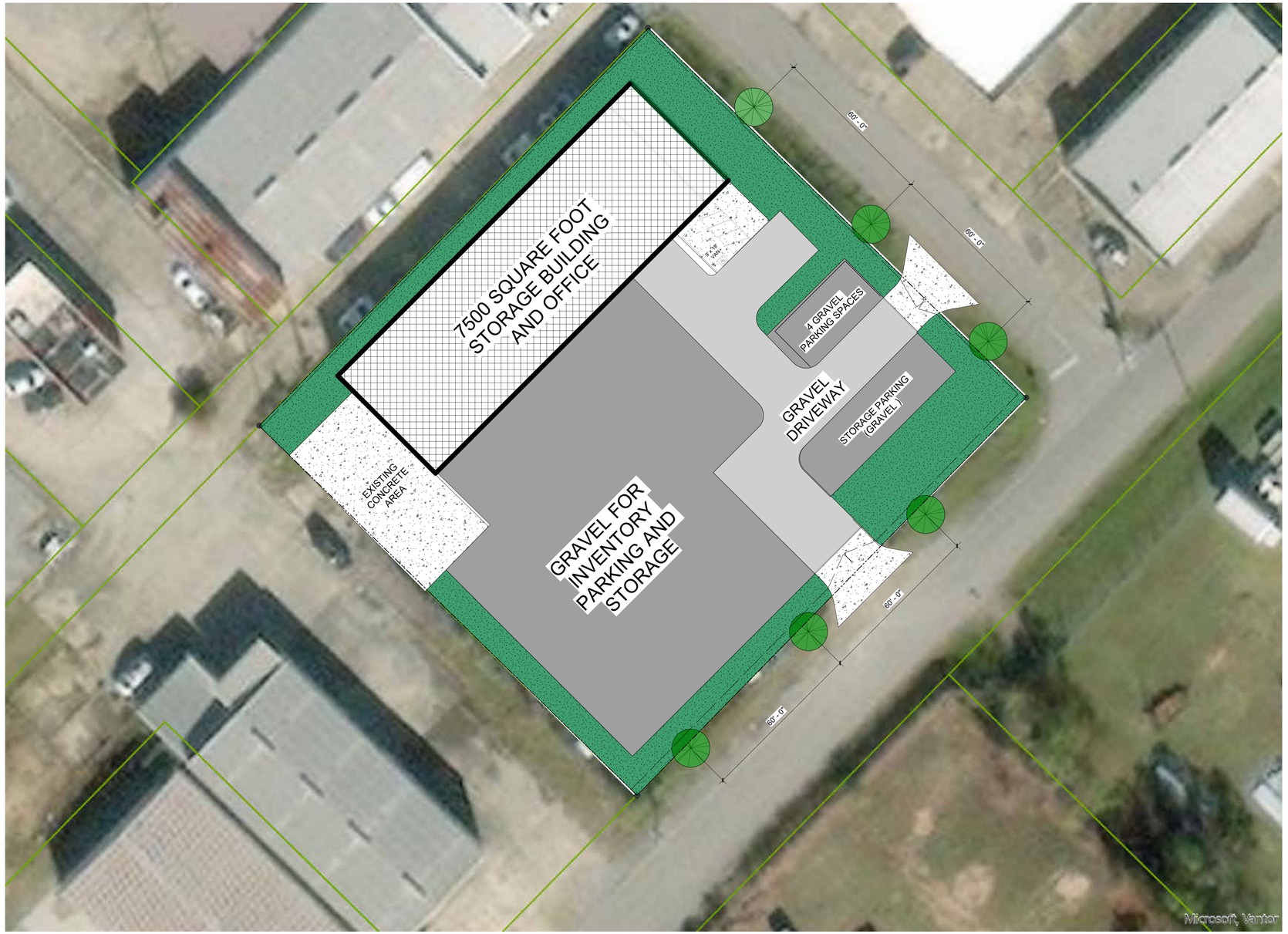
1601 CORINNE ST.,
HATTIESBURG, MS

SITE PLAN

Project Number	P26-001
Date	2026.03.25
Drawn By	KM
Checked By	KM

SP1

Scale As indicated



GRAPHIC SCALE

0 20 40 60 80

LANDSCAPING NOTES

TREES, SHRUBS AND OTHER LANDSCAPING MATERIALS APPROVED AS PART OF THE SITE DEVELOPMENT PLAN, SHALL BE CONSIDERED BINDING ELEMENTS OF THE PROJECT IN THE SAME MANNER AS PARKING, BUILDING, MATERIALS AND OTHER DETAILS. THE OWNER, SUBSEQUENT OWNERS AND THEIR AGENTS SHALL BE RESPONSIBLE FOR THE CONTINUED MAINTENANCE OF ALL LANDSCAPING MATERIALS.

ALL LANDSCAPING SHALL BE MAINTAINED IN GOOD CONDITION WITH AT LEAST THE SAME QUALITY AND QUANTITY OF THE LANDSCAPING ORIGINALLY APPROVED.

PLANT MATERIALS WHICH EXHIBITS EVIDENCE OF INSECTS, DISEASE AND/OR DAMAGE SHALL BE APPROPRIATELY TREATED. DEAD PLANTS SHALL BE REMOVED AND REPLACED WITHIN 30 DAYS FOLLOWING NOTIFICATION BY THE CITY.

PLANTING MATERIALS SHALL BE NURSERY GROWN AND MEET ANSI Z60.1 STANDARDS. PLANTS SHOULD BE FREE OF DISEASE AND INSECT ADULTS, EGGS, PUPA OR LARVAE. PLANTS SHOULD HAVE WELL DEVELOPED ROOT SYSTEMS AND FREE FROM PHYSICAL DAMAGE OR OTHER CONDITIONS THAT WOULD PREVENT CORRECT GROWTH HABITS.

ALL LANDSCAPING MATERIALS SHALL BE INSTALLED IN A PROFESSIONAL MANNER, AND ACCORDING TO ACCEPTED PROFESSIONAL PLANTING PROCEDURES. ANY LANDSCAPE MATERIAL THAT FAILS TO MEET THE MINIMUM REQUIREMENTS AT THE TIME OF INSTALLATION SHALL BE REMOVED AND REPLACED WITH ACCEPTABLE MATERIALS

PLANT STANDARDS, INSTALLATION AND MAINTENANCE

AT INITIAL PLANTING: “LARGE” TREES SHALL BE A MINIMUM OF TWO AND ONE HALF INCHES IN CALIPER OR 30 GALLON CONTAINER. “MEDIUM” AND “SMALL” TREES SHALL BE TWO INCHES IN CALIPER OR 15 GALLON CONTAINER. CALIPER SHALL BE MEASURED SIX INCHES ABOVE GROUND LEVEL AT THE TIME OF PLANTING.

AT MATURE GROWTH: “LARGE” TREES SHALL BE A MINIMUM OF 40 FEET TALL AT MATURE GROWTH HEIGHT. “MEDIUM” TREES SHALL BE A MINIMUM OF 20 TO 35 FEET TALL AT MATURE GROWTH HEIGHT. “SMALL” TREES SHALL BE A MINIMUM OF 8 TO 10 FEET TALL AT MATURE GROWTH HEIGHT.

ACCEPTABLE TREE SPECIES: BOTH DECIDUOUS AND EVERGREEN SPECIES ARE ACCEPTABLE, NATIVE TREES AND TREES SPECIES RECOMMENDED FOR ZONE 8 ARE PREFERRED. TREES LISTED AS INVASIVE BY THE MISSISSIPPI FORESTRY COMMISSION AND NATIONAL FOREST SERVICE ARE PROHIBITED. A LIST OF RECOMMENDED TREE SPECIES IS AVAILABLE FROM THE CITY ARBORIST.

SHRUBS ARE LOW WOODY PLANTS, SOMETIMES WITH MULTIPLE SHOOTS OR STEMS AT THE BASE. THESE PLANTS MAY BE EVERGREEN OR DECIDUOUS, AND ARE CONSIDERED UNSTORY SPECIES BUT MAY REACH UP TO 15 FEET IN HEIGHT AT MATURITY. LARGE SHRUBS SHALL BE A MINIMUM OF 5 GALLON/24 INCHES IN SIZE AT PLANTING. MEDIUM SHRUBS SHALL BE A MINIMUM OF 3 GALLON/12 INCHES IN SIZE AT PLANTING. SMALL SHRUBS SHALL BE A MINIMUM OF 2 GALLON/8 INCHES IN SIZE AT PLANTING.

LIVING GROUND COVERS MAY BE USED IN LIEU OF GRASS, IN WHOLE OR PART, SHALL BE PLANTED IN SUCH A MANNER AS TO PRESENT A FINISHED APPEARANCE AND REASONABLY COMPLETE COVERAGE WITH THREE MONTHS AFTER PLANTING. NON-LIVING GROUND COVER SUCH AS MULCH, ROCKS AND OTHER MATERIALS MAY BE USED TO ENHANCE THE AESTHETICS OF THE LANDSCAPE, UP TO 25% OF THE TOTAL GREEN SPACE AREA.

GRASS AREAS SHALL BE PLANTED AND GROWN AS PERMANENT LAWNS. GRASS MAY BE SODDED, PLUGGED, SPRIGGED OR SEEDED, EXCEPT THAT SOLID SOD SHALL BE USED IN SWALES OR OTHER AREAS SUBJECT TO EROSION AND PROVIDING THAT IN AREAS WHERE OTHER SOLID SOD OR GRASS SEED IS USED, GRASS SEED SHALL BE SOWN FOR IMMEDIATE EFFECT AND PROTECTION UNTIL COVERAGE IS ACHIEVED.

LANDSCAPE LEGEND

SYMBOL	TYPE	QTY	POSSIBLE TREE SELECTION
	SMALL SHRUBS	85	• KNOCKOUT ROSES • GARDENIAS • MEERLO LAVENDER
	LARGE TREES	17	• LIVE OAK GARDENIAS • WILLOW OAK • SOUTHERN MAGNOLIA
	MEDIUM TREES	40	• CHINESE ELM • RIVER BIRCH • TRIDENT MAPLE

K MOYE LAND DESIGN & DEVELOPMENT CO.

PO Box 8900
Moss Point, MS 39562
225.284.1779 * k.moye@kmlddc.com

CONSULTANTS:

SEAL:

COPYRIGHT RESERVED:

EVERY EFFORT HAS BEEN MADE TO ENSURE ALL DIMENSIONS ARE CORRECT AND GOVERNMENTAL REGULATIONS HAVE BEEN MET. IF AN ERROR OR OMMISSION DOES OCCUR, IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND/OR OWNER TO CORRECT THE ERROR AND /OR OMMISSION AT HIS OWN EXPENSE AND IS NOT THE RESPONSIBILITY OF THE ARCHITECTURAL OR ENGINEERING SERVICE.

THE DRAWINGS AND SPECIFICATIONS (PLANS) CONTAINED IN THIS DRAWING SET ARE THE SOLE PROPERTY OF K. MOYE LAND DESIGN & DEVELOPMENT, LLC (KMLDD) AND ARE OFFERED TO THE NAMED CLIENT FOR A CONDITIONAL ONE TIME USE. ALL RIGHTS ARE RESERVED BY THE KMLDD AND ANY USE OTHER THAN AUTHORIZED IS EXPRESSLY PROHIBITED. ANY REPRODUCTION OF THIS PLAN IS EXPRESSLY PROHIBITED.

No.	Description	Date

DJ SHUTTLE & TOUR OFFICE

1601 CORINNE ST.,
HATTIESBURG, MS

LANDSCAPE PLAN

Project Number	P26-001
Date	2026.03.25
Drawn By	KM
Checked By	KM

L1

Scale As indicated

URBAN DEVELOPMENT
PLANNING DIVISION

PRE-APPLICATION MEETING SUMMARY NOTES
Meeting Date: Thursday, January 8, 2026
Pre-App Number: 0126-1083

Staff Present: Nathan Satcher (Senior Planner), Kevin Bates (Building Official), Shawn Whitaker (Fire Marshal), Jerald Little (Engineering Technician), Meridian McDaniel (Planner I).

STATUS: **SUBMIT PUBLIC HEARING APPLICATION**

Project: DJ Shuttle Change of Location

Address: 1601 Corinne Street

Presented by: John Williams

Use Designation: Automotive Sales and Rental

PPIN: 17592

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
  - City purchased the building they have currently been at, 101 Hardy Street. Moving to the building at 1601 Corinne to have offices and parking for the vehicles. The building inside has storage areas for a few cars.
  - Wanting to pour concrete for some parking spaces near the office area
  - Doctor and VA transportation and airport shuttle services.
- Planning
  - A site plan will be required for the site changes that were mentioned during the meeting
    - Need to show the parking, new areas with concrete, landscaping, etc…
  - Zoning of the property is in the Broadway Corridor Overlay (B-3 BCO)
    - This was in response to the adoption of the Right Down Broadway Plan.
      - For more information about the Right Down Broadway Plan, follow this link https://www.hattiesburgms.com/broadway/
    - Automotive uses require a conditional use approval (approval from City Council)
      - Conditional Use Requests go to the Hattiesburg Planning Commission, and then their recommendations are forwarded on to the City Council for the final decision.
      - Planning Commission Public Hearing Application- taken on a rolling deadline
        - Information:
          - March Planning Commission Dates
            - Public Hearing Date: March 4 at 1:00 pm
            - Application Deadline: January 26th at 5:00pm
          - April Planning Commission Dates
            - Public Hearing Date: April 1st at 1:00 pm
            - Application Deadline: February 23rd at 5:00pm

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.

- Recent City Council approvals for these automotive uses have required the businesses to install more screening and landscaping.
    - Include street native trees along the edge of the property, staff recommendation for live oaks, and any other proposed landscaping on the proposed site plan

- Building
    - ADA accessibility to the office area
        - ADA parking space and ADA entry will be required.
            - ADA parking space will require a parking space and an access aisle
- Engineering
    - The drive apron will need to be paved
        - 20ft apron from edge of pavement to property.
        - Feather the apron out where it meets the road.
- Fire
    - No comments at this meeting.

NEXT STEPS:

- Additional information
    - Public Hearing Information
        - Conditional Use Requests go to the Hattiesburg Planning Commission, and then their recommendations are forwarded on to the City Council for the final decision.
        - Planning Commission Public Hearing Application- taken on a rolling deadline
            - Information:
                - March Planning Commission Dates
                    - Public Hearing Date: March 4 at 1:00 pm
                    - Application Deadline: January 26th at 5:00pm
                - April Planning Commission Dates
                    - Public Hearing Date: April 1st at 1:00 pm
                    - Application Deadline: February 23rd at 5:00pm
    - Building Permits will be required for site work
- 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
May 6th, 2026

Board Members Roll Call:

Members Present:

1. Charles Dawe
2. Amy Hinton, Chair
3. Caroline Ingram
4. Elayne Lockett
5. Lee Anne Venable (departed at 3:00pm)
6. Rebekah Ray, Secretary
7. Michael Dickerson
8. Edward Hargrove (departed at 3:00pm)
9. Rhoda Pickett, Vice Chair

Members Absent

1. Richard Conville

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
6. Kevin Bates, Building Official

Amy Hinton, Chair, declared the Hattiesburg Planning Commission meeting open and in session at 1:00pm.

AGENDA REVIEW

The May 2026 agenda was reviewed.

Motion:

Rebekah Ray motioned to accept the amended agenda.

Second:

Lee Anne Venable.

Vote:

Board Member	Yea	Nay	Other
Richard Conville			ABSENT
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		

MINUTES REVIEW

The minutes from the April 2026 meeting were reviewed.

Motion:

Caroline Ingram motioned to approve the April 2026 meeting minutes.

Second:

Rhoda Pickett.

Vote:

Board Member	Yea	Nay	Other
Richard Conville			ABSENT
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		

BUSINESS MEETING

1. Building Report:
    a. The building official reported on building permits from April.
2. Planning Report:

a. The planning team reported on last month's cases, updates for the new comprehensive plan public engagement, and the need for a meeting next Wednesday.

3. Chair's Report:
    a. No report.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

Item A:

Subdivision Request- Alan Howe, Applicant, requests to alter a platted subdivision known as the "Country Club Lake Estates, 1st Addition" for a property located at 52 Fair Lake Drive (PPIN 9823, Ward 1, Forrest County).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
    - None
- **Proponents:**
    - None
- **Opponents:**
    - None

Motion:

Lee Anne Venable motioned to table the request to next month.

Second:

Elayne Lockett.

Vote:

Board Member	Yea	Nay	Other
Richard Conville			ABSENT
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		

Item B

Street/Alley Closure - The Housing Authority for the City of Hattiesburg/Judy Mellard, Applicants, request to close a portion of Kemper Street between Briarfield Street and E 2nd Street and a portion of E 3rd Street between Ryan Street and Gordon Street (Ward 2, Forrest County).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - Jesse Sweigart
  - Judy Mellard
- **Proponents:**
  - None
- **Opponents:**
  - Louis Gagnet
- **General Comments:**
  - Quimby Chunn

Motion:

Edward Hargrove motioned to recommend approval of the request.

Second:

Caroline Ingram.

Vote:

Board Member	Yea	Nay	Other
Richard Conville			ABSENT
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		

Item C:

Subdivision Request - Housing Authority of the City of Hattiesburg/Judy Mellard, Applicants, requests to alter a platted subdivision known as the Hardy and Scott Survey of the City of Hattiesburg Subdivision and request approval for a preliminary plat (Ward 2, Forrest County).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - Jesse Sweigart

- Judy Mellard

- **Proponents:**
  - None
- **Opponents:**
  - Louis Gagnet
- **General Comments:**
  - Quimby Chunn

Motion:

Edward Hargrove motioned to recommend approval of the request.

Second:

Caroline Ingram.

Vote:

Board Member	Yea	Nay	Other
Richard Conville			ABSENT
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		

Item D:

Historic Flood Variance Request - Beau Roberts, Applicant, requests a variance from Article 6, Section E of the Flood Ordinance, which states that qualifying historic structures may apply for a flood variance from the requirement to elevate or flood-proof the structure, for a structure at 213 Main Street (PPIN 18526, Forrest County, Ward 4).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - Lori Brechtel
- **Proponents:**
  - None
- **Opponents:**
  - None

Motion:

Caroline Ingram motioned to talbe the request untilt he applicant provides engineering proof that the building cannot be flood proofed.

The motion died without a second

Motion:

Edward Hargrove motioned to recommend approval of the request.

Second:

Michael Dickerson.

Vote:

Board Member	Yea	Nay	Other
Richard Conville			ABSENT
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		

Item E:

Conditional Use Request - Pedesco, Inc/Perry Doleac, Property Owner/Applicant, requests a conditional use approval for dustless gravel for outdoor equipment storage (LDC 7.12.10.4) for a property located at 1725 Byron Street (PPIN 23329, Forrest County, Ward 5)

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - Perry Doleac
- **Proponents:**
  - None
- **Opponents:**
  - None

Motion:

Rhoda Pickett motioned to approve the request with the added condition to require R-3 Zoning Buffer Requirements for landscaping around the property (LDC Table 7.11.13).

Second:

Charles Dawe.

Vote:

Board Member	Yea	Nay	Other
Richard Conville			ABSENT
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		

Item F:

Conditional Use Request - Johnnie Williams, Property Owner/Applicant, requests a conditional use approval for automotive sales and rentals for a property located at 1601 Corinne Street (PPIN 17592, Forrest County, Ward 4).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - None
- **Proponents:**
  - None
- **Opponents:**
  - None

Motion:

Charles Dawe motioned to approve the request with the added conditions to require R-3 Zoning Buffer Requirements for landscaping around the property (LDC Table 7.11.13), that the inoperable vehicles be removed within 2 months, and that the approval of their PTL be contingent upon meeting all these conditions.

Second:

Elayne Lockett.

Vote:

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

Caroline Ingram			ABSTAIN
Elayne Lockett	X		
Rhoda Pickett	X		
Rebekah Ray	X		
Lee Anne Venable	X		

***** Lee Anne Venable and Edward Hargrove departed the meeting following the vote on Item F. *****

Item G:

Rezoning Request - Nate Reynolds, Property Owner/Applicant, requests a zoning change from A-1 to A-2 for a property located at 18 Classic Drive (PPIN 9514, Forrest County, Ward 1).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - Ethan Hartfield
- **Proponents:**
  - None
- **Opponents:**
  - None
- **General Comments:**
  - Waylon Blakney
  - Chris Bowen

Motion:

Rhoda Pickett motioned to recommend approval of the request.

Second:

Elayne Lockett.

Vote:

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

Item H:
Subdivision Request - Nate Reynolds, Property Owner/Applicant, requests approval of a preliminary plat for a major subdivision for a property located at 18 Classic Drive (PPIN 9514, Forrest County, Ward 1).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - Ethan Hartfield
- **Proponents:**
  - None
- **Opponents:**
  - None
- **General Comments:**
  - Waylon Blakney
  - Chris Bowen

Motion:

Caroline Ingram motioned to recommend approval of the request.

Second:

Rhoda Pickett.

Vote:

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

*****Rhoda Pickett motioned to recess the meeting until Wednesday May 13th, 2026 at 1:30pm. The motion was seconded by Amy Hinton. All present voted in favor of the motion.*****

Item I:
Conditional Use Request - Tomeka Matthews, Applicant, requests a conditional use approval for a "group care home" for a property located at 910 Tipton Street (PPIN 22017, Forrest County, Ward 2).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - None
- **Proponents:**
  - None
- **Opponents:**
  - None

Motion:

<motion>

Second:

<Motion>

Vote:

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

Item K:

Rezoning Request - Leonard Moody, Property Owner/Representative, and Aftan Moody, Applicant, request a zoning change from R-1C to A-2 for a property located at 321 North Hattiesburg Avenue (PPIN 12337, Forrest County, Ward 5).

Discussion and Vote :

The planning staff introduced the case.

1. **Presented by:**
   a. None
2. **Proponents:**
   a. None
3. **Opponents:**
   a. None

Motion:

<motion>

Second:

<Motion>

Vote:

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

Item L:

Rezoning Request - Felicia McIntyre, Applicant/Property Owner, requests a zoning change from R-1C to A-2 for a property located on N Hattiesburg Avenue (PPIN 47150, Forrest County, Ward 5).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - None
- **Proponents:**
  - None
- **Opponents:**
  - None

Motion:

<motion>

Second:

<Motion>

Vote:

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

Elayne Lockett			
Rhoda Pickett			
Rebekah Ray			
Lee Anne Venable			

Item M:
Subdivision Request - Leonard Moody and Felicia McIntyre (Applicants/Property Owners) request to alter a subdivision known as the "Toomer Subdivision" and for approval of a preliminary plat for a property located at 321 North Hattiesburg Avenue (PPINS 12337 and 47150, Forrest County, Ward 5).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - None
- **Proponents:**
  - None
- **Opponents:**
  - None

Motion:

<motion>

Second:

<Motion>

Vote:

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

BUSINESS MEETING

No items were presented in the business meeting.

Adjournment:

The meeting was adjourned at <time>

Motion:

<member>

Second:

<Member>

Vote:

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

_____

Rebekah Ray, Secretary

_____

Cory Long, AICP, Planning Division Manager

Memorandum

To: Mayor Toby Barker and Members of City Council

From: Wiley Quinn, Urban Development Director

cc: Ann Jones

Date: Tuesday, May 19, 2026

Re: Accept the Board of Adjustment's recommendation to approve the following variances for a proposed subdivision and house construction for an R-1C zoned property on the corner of Miller Street and Stadium Drive (PPIN 26645, Ward 4, Forrest County).

- Lot 1 (north)
  - Variance from the minimum lot size requirement of 5000sqft to allow 2100sqft
  - Variance from the minimum front setback requirement of 20ft to allow for 17ft
  - Variance from the minimum side setback requirement of 10ft to allow for 2.5ft
  - Variance from the minimum side setback requirement of 10ft to allow for 2.5ft
  - Variance from the minimum rear setback requirement of 25ft to allow for 20.5ft
  - Variance from the maximum impervious surface lot coverage requirement of 50% to allow for 52%
- Lot 2 (south)
  - Variance from the minimum lot size requirement of 5000sqft to allow 2100sqft
  - Variance from the minimum front setback requirement of 20ft to allow for 17ft
  - Variance from the minimum front setback requirement of 20ft to allow for 2.5ft
  - Variance from the minimum side setback requirement of 10ft to allow for 2.5ft
  - Variance from the maximum impervious surface lot coverage requirement of 50% to allow for 52%

File Number: 2026-370
Minute Book #

Summary

Accept the Board of Adjustment's recommendation to approve the following variances for a proposed subdivision and house construction for an R-1C zoned property on the corner of Miller Street and Stadium Drive (PPIN 26645, Ward 4, Forrest County). The Board of Adjustment voted to recommend approval on May 6th, 2026.

Recommendation Statement
The Board of Adjustment voted to recommend approval on May 6th, 2026.

Please place this on the May 19, 2026 City Council meeting for consideration.

URBAN DEVELOPMENT
PLANNING DIVISION

Quick Facts:

Applicant:

Jeffrey Mack

Address:

Corner of Miller Street and Stadium Drive

Zoning:

R-1C (Single-Family Residential)

Future Land Use:

Neighborhood Conservation District 1

Historic District:

N/A

Overlay District(s):

N/A

Flood Zone:

X

Ward:

4

County:

Forrest

PPIN Number(s):

26645

Parcel Number(s):

052P-09-012.000

Hattiesburg Board of Adjustment
Planning Division
Item A - Staff Report
May 6, 2026

Applicant's Requests:
Jeffrey Mack, Applicant, requests the following variances (from LDC Table 6.1 requirements) for a proposed subdivision and house construction for an R-1C zoned property on the corner of Miller Street and Stadium Drive (PPIN 26645, Ward 4, Forrest County):

- Lot 1 (north)
  - Variance from the minimum lot size requirement of 5000sqft to allow 2100sqft
  - Variance from the minimum front setback requirement of 20ft to allow for 17ft
  - Variance from the minimum side setback requirement of 10ft to allow for 2.5ft
  - Variance from the minimum side setback requirement of 10ft to allow for 2.5ft
  - Variance from the minimum rear setback requirement of 25ft to allow for 20.5ft
  - Variance from the maximum impervious surface lot coverage requirement of 50% to allow for 52%
- Lot 2 (south)
  - Variance from the minimum lot size requirement of 5000sqft to allow 2100sqft
  - Variance from the minimum front setback requirement of 20ft to allow for 17ft
  - Variance from the minimum front setback requirement of 20ft to allow for 2.5ft
  - Variance from the minimum side setback requirement of 10ft to allow for 2.5ft
  - Variance from the maximum impervious surface lot coverage requirement of 50% to allow for 52%

Background and History

Property Area Image

The Applicants have met with staff at several pre-application meetings regarding the development of new residential buildings on the site. The first pre-application meeting, held on January 16, 2025, discussed a plan to build two two-story residential buildings, each around 1,549 square feet, with three bedrooms and three bathrooms. At that meeting, staff noted that the property is zoned R-1C, which requires a minimum lot size of 5,000 square feet and at least 40 feet of lot frontage. The applicants were told that the current lot cannot be subdivided without violating these minimum standards. Staff explained that the proposal would need a zoning change and several variances, including those for lot size, setbacks, frontage, and impervious surface coverage. Staff also informed the applicants that a single-family home could be built under existing zoning regulations.

A second pre-application meeting was held on February 12, 2026, where the applicants presented a revised proposal to subdivide the property into two lots for the construction of two single-family homes, each approximately 1,294 square feet, with the intent to rent to students. The proposal continued to necessitate multiple variances from R-1C standards for both resulting lots, including reductions in minimum lot size, front, side, and rear setbacks, and an increase in allowable impervious surface coverage. During this meeting, staff identified outstanding infrastructure concerns, specifically regarding access from Stadium Drive, which may not be a public street. Staff advised that this issue must be resolved prior to moving forward and noted that an access easement from the Hattiesburg Public School District may be required if the roadway is determined to be private. Conversations with our legal team pointed to the street being "public" through right of way by prescription, which would allow for division of the property, provided variances or text amendments are in place.

Future Land Use:

Neighborhood Conservation District 1 – Downtown/Historic Neighborhoods: This Neighborhood Conservation District is primarily a residential district located adjacent to Downtown Hattiesburg and in older, established neighborhoods east of U.S. Highway 49. In this district, predominantly residential land uses may be found that exhibit certain types of development patterns.
District Characteristics: The characteristics of this district include the following: moderate-density single-family residences or residential lands along the city's original street system; certain two-family and multi-family uses constructed to the character of the surrounding neighborhood; buildings with shallow front and side yards; certain neighborhood business land uses that are compatible in design to the surrounding residential areas; and a higher overall density of development than modern or suburban neighborhoods.

District Land Uses: The following land uses should be found in this district: single-family residential uses; certain two–family and multi-family residences, subject to use, density, and design guidelines; public and quasi-public uses, such as churches and schools; and small offices and retail uses clustered along collector streets or at the edges of neighborhoods and constructed to the same character as the surrounding residences.

Codes and Regulations

SECTION 4: Zoning Districts Established

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

SECTION 6: Dimensional Standards

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%	-
R-2	4,000/ 40	2 per lot	-	20	-	10	20	35 feet or 3 stories	50%	-
R-3	7,500/ 40	17 per acre	-	20	-	5	20	35 feet or 3 stories	50%	-

Considerations and Basis for Approval

Option:

Recommend approval or denial of the following variances (from LDC Table 6.1 requirements) for a proposed subdivision and house construction for an R-1C zoned property on the corner of Miller Street and Stadium Drive (PPIN 26645, Ward 4, Forrest County):

- Lot 1 (north)
    - Variance from the minimum lot size requirement of 5000sqft to allow 2100sqft
    - Variance from the minimum front setback requirement of 20ft to allow for 17ft
    - Variance from the minimum side setback requirement of 10ft to allow for 2.5ft
    - Variance from the minimum side setback requirement of 10ft to allow for 2.5ft
    - Variance from the minimum rear setback requirement of 25ft to allow for 20.5ft
    - Variance from the maximum impervious surface lot coverage requirement of 50% to allow for 52%
- Lot 2 (south)
    - Variance from the minimum lot size requirement of 5000sqft to allow 2100sqft
    - Variance from the minimum front setback requirement of 20ft to allow for 17ft
    - Variance from the minimum front setback requirement of 20ft to allow for 2.5ft
    - Variance from the minimum side setback requirement of 10ft to allow for 2.5ft
    - Variance from the maximum impervious surface lot coverage requirement of 50% to allow for 52%

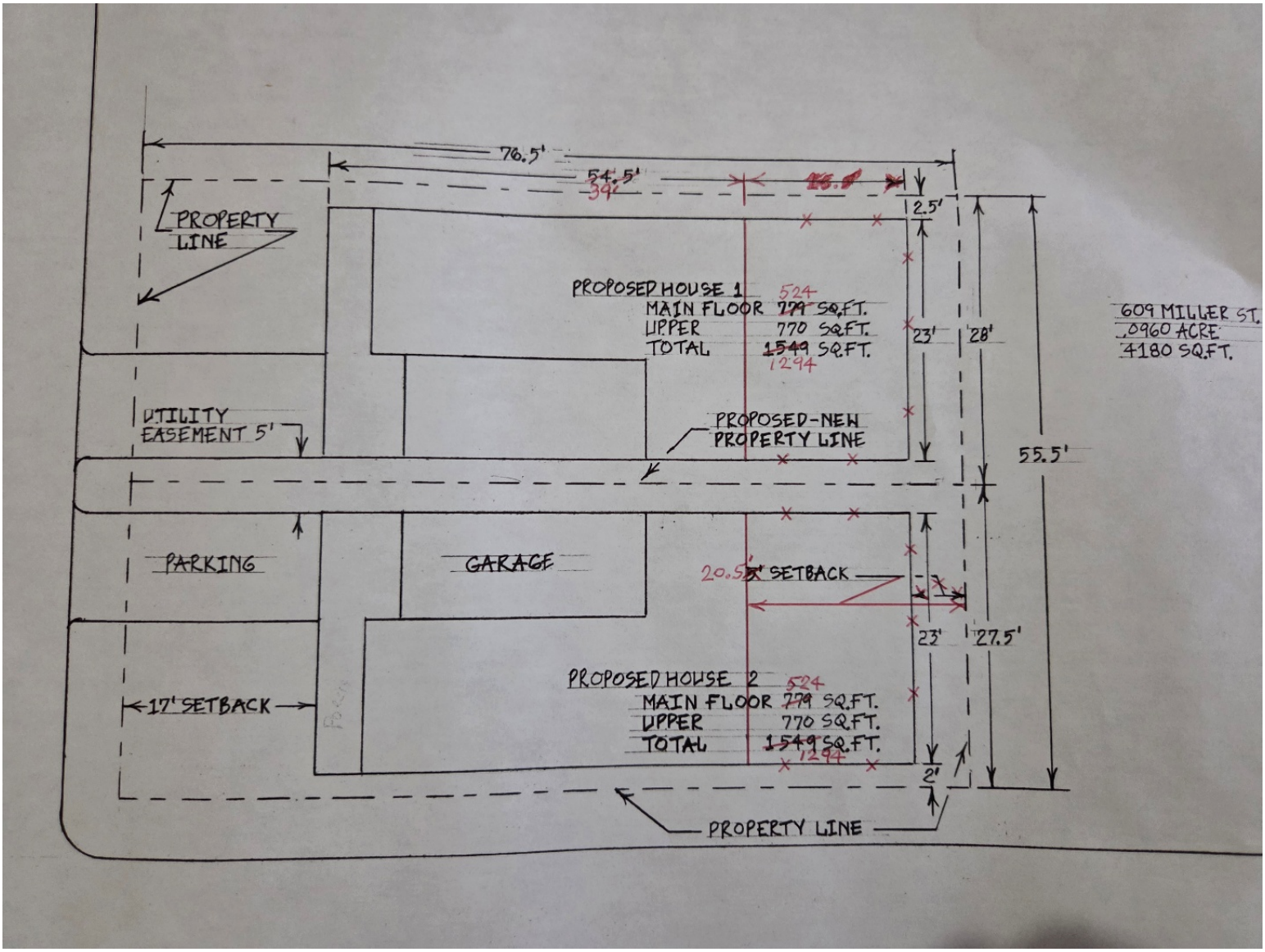
Basis for Approval:

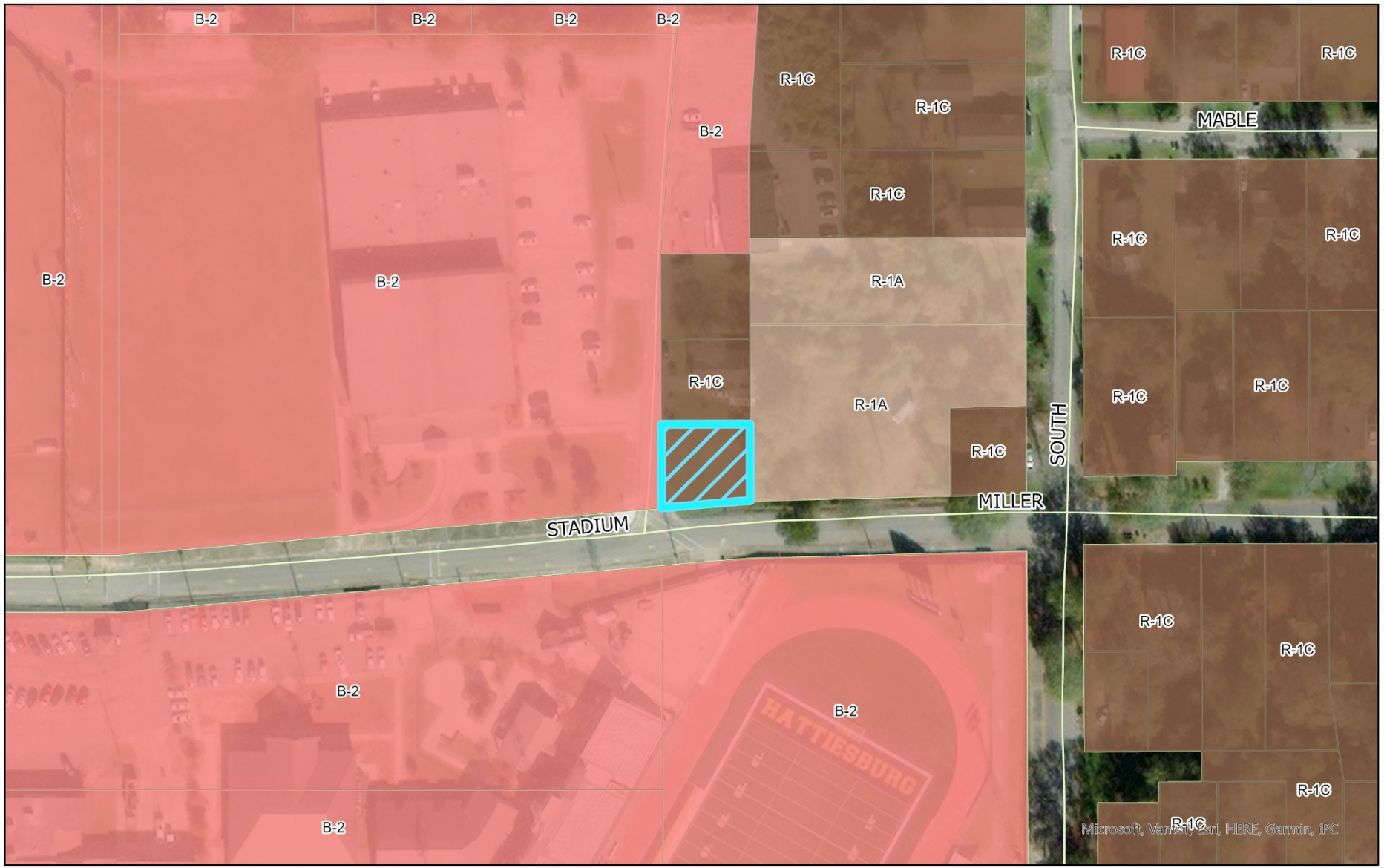
1. Hardship.
    a. The hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant.
    b. There are exceptional conditions creating an undue hardship applicable only to the property involved or the intended use which do not apply generally to the other land areas or uses within the same zoning district.
2. Special Privilege.
    a. A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district.
3. Literal Interpretation.
    a. The literal interpretation of the provisions of the regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant
4. Reasonable Use.
    a. The applicant cannot make reasonable use of the property without the requested variance.
5. Minimum Required.

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

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

PRELIMINARY SITE PLAN LAYOUT





Zoning Legend

- R-1A
- R-1C
- B-2
- 609 Miller Street

Variance Request
609 Miller Street
PPIN: 26645
Flood Zone: X
Ward 4, Forrest County

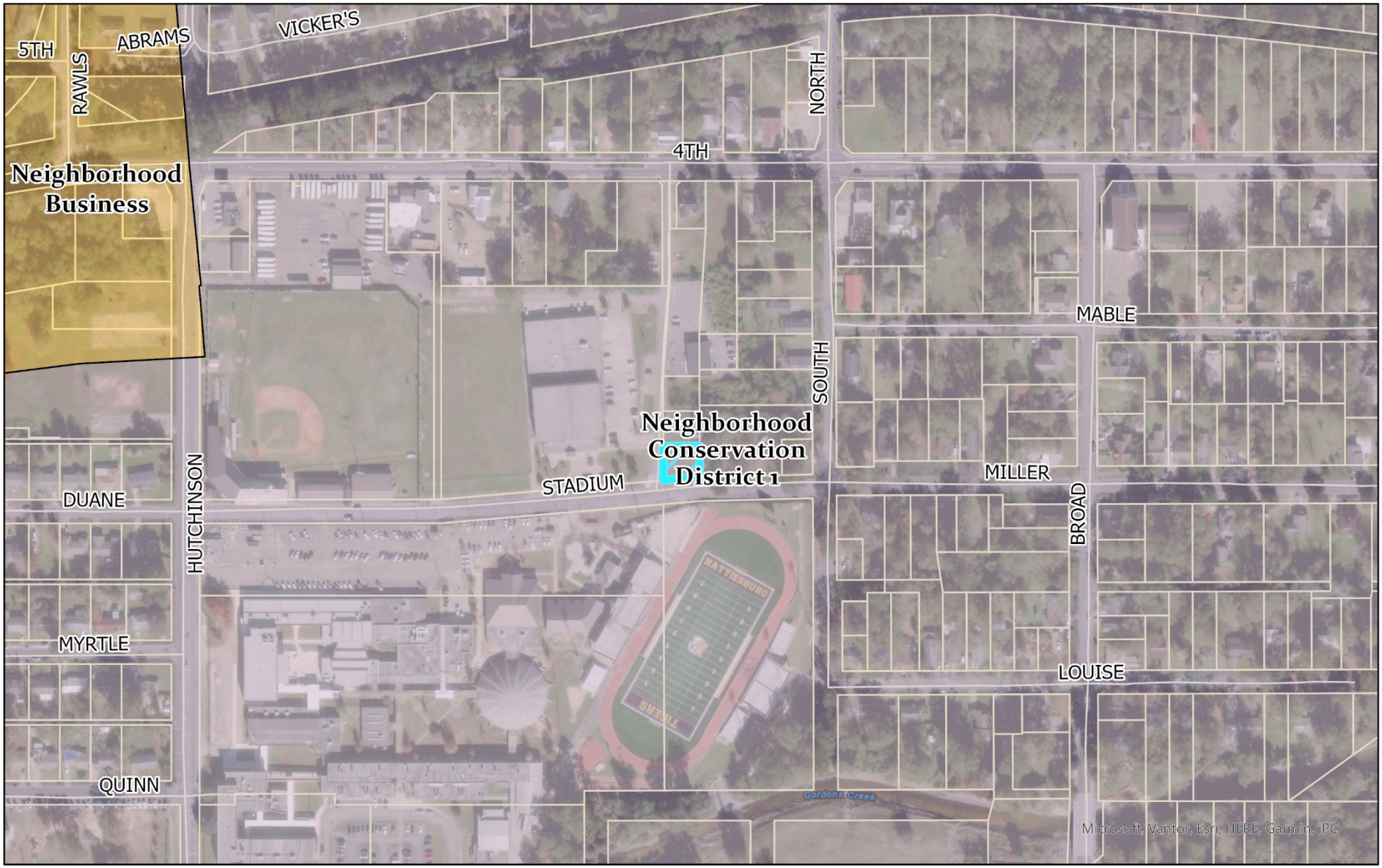
0 250 Feet

N

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°18'24"W 31°19'49"N

DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data.
This information CANNOT be used as a substitute for legal, business, tax or other professional advice.
Map Exported on: 2/3/2026 11:57 AM



Future Land Use Map

- Neighborhood Business
- Neighborhood Conservation District 1
- 609 Miller Street

Variance Request
609 Miller Street
PPIN: 26645
Flood Zone: X
Ward 4, Forrest County

0 500 Feet

N

URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°18'24"W 31°19'50"N

DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data.
This information CANNOT be used as a substitute for legal, business, tax or other professional advice.
Map Exported on: 2/3/2026 12:00 PM

Stadium Dr
Stadium Dr
Miller St
South St
South St
Mable St
HATTIESBURG
701
611
609
605
603
601
107
105
506
545
504
543
541
502
204
202
542
540

Surrounding Area Image

Surrounding Area Image

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: Jeffrey Mack **Project Name:** _____

Municipal Address of Site: 609 Miller Street **PPIN #:** 026645

Parcel Number(s): 2-029L-09-009.00

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: Minimum Lot Size
☐ 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)
☐ Street or Alley Renaming (fill out pages 13 & 14)
☐ Vacating Street or Alley (fill out pages 13 & 14)
☐ Text Amendment
☐ Overlay District
☐ 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 #:			

Updated Version 05/22/25

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 $_____

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.

Public Hearing Fees	
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: Jeffrey D Mack _____ **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

_____,
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____.

_____
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

_____,
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 VARIANCE APPLICANTS:

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

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

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

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

   See attached file "Variance Requests".

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

   See attached file "Variance Requests".

3. **Literal Interpretation**. The literal interpretation of the provision of the regulation would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.

   See attached file "Variance Requests".

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

   See attached file "Variance Requests".

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

See attached file "Variance Requests".

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

See attached file "Variance Requests".

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

FOR CONDITIONAL USE APPLICANTS:

Section 12.3.3.1 Compliance Required. Uses requiring Planning Commission approval as noted in the Tables of Uses in Section 5 of this Code, shall be approved subject to this Section.

Any application for such use must comply with: all applicable standards that apply to similar uses and properties in the zoning district in general, the specific conditions listed for that use in Section 5, and the following criteria. *Where conflicts exist, the Planning Commission shall determine which criteria apply on a case-by-case basis.*

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

_____

_____

_____

_____

_____

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

_____

_____

_____

_____

_____

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

_____

_____

_____

_____

_____

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

_____

_____

_____

_____

_____

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

_____

_____

_____

_____

_____

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

_____

_____

_____

_____

_____

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

_____

_____

_____

_____

_____

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

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

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

FOR RE-ZONING APPLICANTS:

As stated in Section 12.3 in the Land Development Code, one of the following conditions must be met before a rezoning can be recommended. Check the condition(s) most applicable to your request and explain in writing:

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

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

FOR SUBDIVIDING OF LOT, PARCEL OR TRACT

Property Data

- Parent Parcel / Existing lot/parcel/tract contains: _____ Square Footage/Acres
- Lot Area Requirement:
- Lot Frontage Requirement:
- Existing use of lot/parcel/tract
- To be subdivided into_____ lots/parcels (including parent parcel) – outlined below.

Use extra copies of this form if needed for additional lots

Newly Subdivided Parcels	New lot size in square footage (SF) or acres (A)	New lot has public road frontage	New lot has private road frontage	Indicate name of public of private road(s)	**STAFF ONLY** Lot area & frontage requirements comply?
1.		☐Yes ☐ No	☐Yes ☐ No		☐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
Be sure to include information on the remainder of "existing" lot after splits made – identify as "Parent Parcel"					
Parent Parcel					
		Total square footage of new lots (verify total matches existing parcel prior to splits)			

Infrastructure required: (Check all that apply)

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

FOR STREET/ALLEY RENAMING, CLOSING, OR VACATING

1. **Indicate the specific request(s):**

   ☐ **Street** ☐ **Alley** ☐ **Closing** ☐ **Vacating** ☐ **Naming** ☐**Renaming**

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

   _____

3. **Proposed name of street/alley to be named/renamed (If Applicable):**

   _____

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

   _____

   _____

   _____

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

   _____

   _____

   _____

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

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

Any Additional Information: _____

_____

_____

7. **Describe the effect the proposed change will have on existing development and the transportation system within the affected area:** _____

   _____

   _____

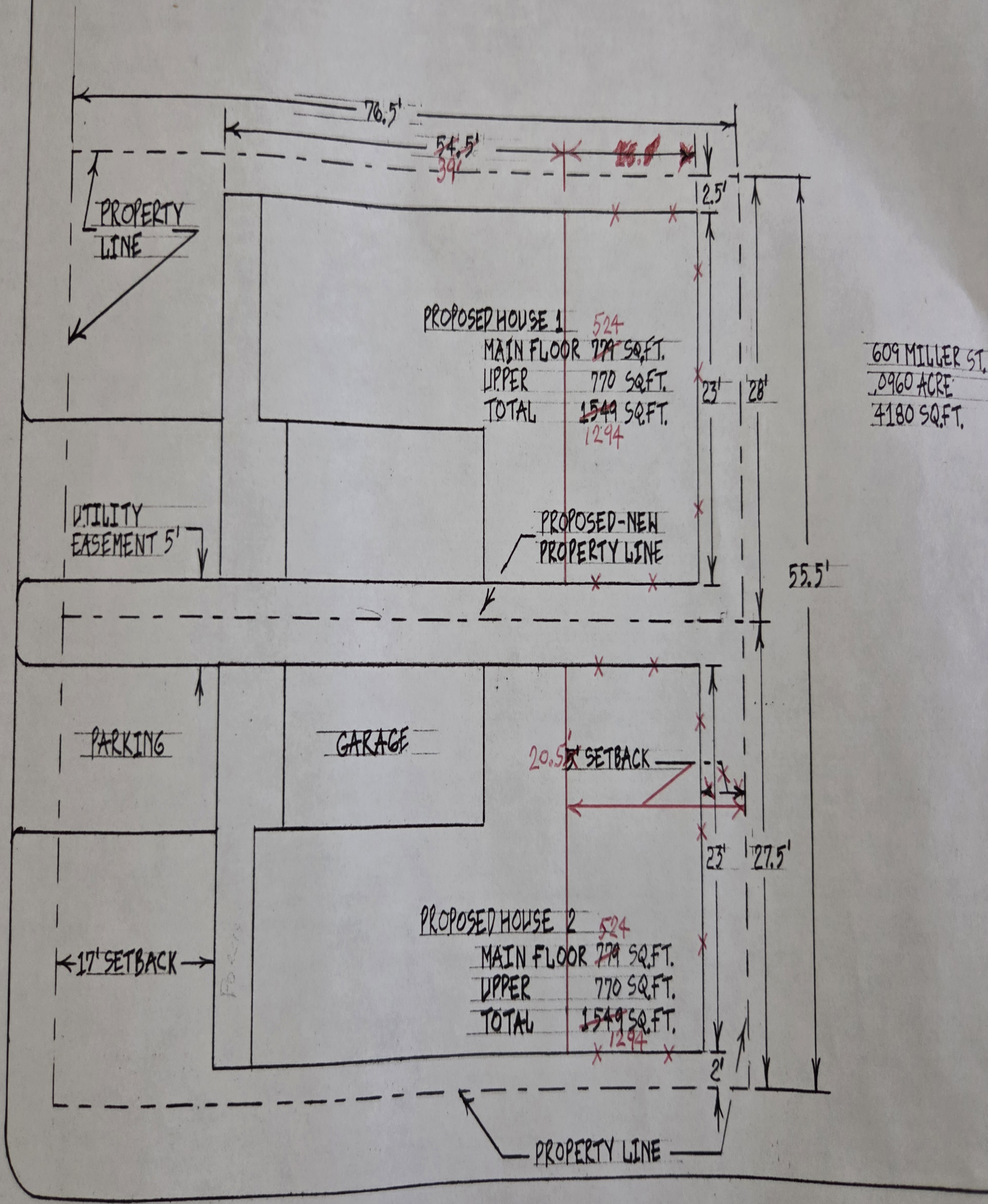
8. **Have applications for zoning, variance, building permit, or other applications been filed?**

   ☐ **Yes (If so, provide reference #s and dates: _____)**

   ☐ **No**

9. **Acknowledgement of property owners affected by the street/alley renaming. Include all names and addresses. <u>Please attach these as additional page(s).</u>**

10. **Obtain from City's Engineering Department the legal description of the street/alley or portion thereof to be closed, vacated, named, or renamed (electronic copy required)**


76.5'
54.5'
39'
2.5'
PROPERTY LINE
PROPOSED HOUSE 1
524
MAIN FLOOR 779 SQ.FT.
UPPER 770 SQ.FT.
TOTAL 1549 SQ.FT.
1294
23'
28'
609 MILLER ST.
.0960 ACRE
4180 SQ.FT.
UTILITY EASEMENT 5'
PROPOSED-NEW PROPERTY LINE
55.5'
PARKING
GARAGE
20.5' SETBACK
23'
27.5'
PROPOSED HOUSE 2
524
MAIN FLOOR 779 SQ.FT.
UPPER 770 SQ.FT.
TOTAL 1549 SQ.FT.
1294
17' SETBACK
2'
PROPERTY LINE

URBAN DEVELOPMENT
PLANNING DIVISION

PRE-APPLICATION MEETING SUMMARY NOTES

Meeting Date: Thursday, January 16, 2025
Pre-App Number: 0125-0882

Staff Present: Nathan Satcher (Senior Planner), Jerald Little (Engineering Technician), Shawn Whitaker (Fire Marshal), Meridian McDaniel (Planner I).

Project: Proposed Single Family Homes

Address: 609 Miller Street

Presented by: Percy and Jeffrey Mack

Project Type: New Construction

PPIN: 26645

Flood Zone: None

Historic District: N/A

Elevation Certificate Required: No

County: Forrest

Ward: 2

Estimated Cost: TBD

Zoning: R-1C

Designated Use: TBD

PROJECT SUMMARY:

- Applicant Summary
  - Wanting to build two structures with garage – two floors each for a total of 1549 sqft. 3 bedrooms, 3 bathrooms.
- Planning
  - Zoning of the property is R-1C
    - R-1C requires a 5000 sqft lot size minimum and 40ft lot frontage
      - Lot cannot be split because it would not meet the lot size minimum.
        - Would require a zoning change and multiple variances.
          - Zoning change goes before the Planning Commission
          - Variances go before the Board of Adjustment
            - Variances would be for the lot size, rear setback variances, frontage requirements, and impervious surface lot coverage variance.
      - Could be one single-family home—could do this now and start pulling permits.
    - Could consider rezoning the property to R-2 to make a duplex
      - Rezoning would require a public hearing
- Building
  - Not present at this meeting.
- Engineering
  - Water meters would need to be set off Stadium Drive.
- Fire
  - No comments at this meeting.

NEXT STEPS:

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.

- Additional information
    - Schedule another pre-application meeting when ready—to discuss the public hearing that would be needed.

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.

URBAN DEVELOPMENT
PLANNING DIVISION

PRE-APPLICATION MEETING SUMMARY NOTES
Meeting Date: Thursday, February 12, 2026
VARI- Number: 0226-0030

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: **UPDATE APPLICATION & RESOLVE STREET ISSUES**

Project: New Build Homes

Address: 609 Miller Street

Presented by: Jeffrey Mack and Percy Mack

Use Designation: Dwelling, Single-Family

PPIN: 26645

Flood Zone: X

Historic District: N/A

Elevation Certificate Required: No

County: Forrest

Ward: 4

Construction type: New Construction

Zoning: R-1C

Estimated Cost: TBD

Project Summary:

- Applicant Summary
  - Wanting to subdivide the lot to put two houses on the lots. All bedrooms are all now upstairs. Goal is to rent to students. 1294 sqft.
- Planning
  - Staff recommendation to hold moving forward until street issue is resolved.
  - Public Hearing Advertisement:
    - Jeffrey Mack, Applicant, requests the following variances for a proposed subdivision and house construction for an R-1C zoned property on the corner of Miller Street and Stadium Drive (PPIN 26645, Ward 4, Forrest County):
      - Lot 1 (north)
        - Variance from the minimum lot size requirement of 5000sqft to allow 2100sqft
        - Variance from the minimum front setback requirement of 20ft to allow for 17ft
        - Variance from the minimum side setback requirement of 10ft to allow for 2.5ft
        - Variance from the minimum side setback requirement of 10ft to allow for 2.5ft
        - Variance from the minimum rear setback requirement of 25ft to allow for 20.5ft
        - Variance from the maximum impervious surface lot coverage requirement of 50% to allow for 52%
      - Lot 2 (south)
        - Variance from the minimum lot size requirement of 5000sqft to allow 2100sqft
        - Variance from the minimum front setback requirement of 20ft to allow for 17ft
        - Variance from the minimum front setback requirement of 20ft to allow for 2.5ft
        - Variance from the minimum side setback requirement of 10ft to allow for 2.5ft
        - Variance from the maximum impervious surface lot coverage requirement of 50% to allow for 52%
- Building

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.

- No comments at this meeting.

- Engineering
  - Stadium Drive—Appears not to be a public street
    - Engineering to double-check that Stadium Drive is not a public street—will get back to the applicant with findings.
    - Applicant would need to obtain an access easement with the school district, which will need to be filed with Forrest County if it is not a public street
      - Contact for Hattiesburg Public Schools- Kimberly Nelms, (601) 582-5078 Ext. 1015
- Fire
  - Not present at this meeting.

NEXT STEPS:

- Additional information
  - Public Hearing Information
    - Update public hearing application
    - As of now, variances are published for the March 4, 2026, at 3:30 pm in the Jackie Dole Sherrill Community Center
- Permits
  - Apply for the 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 BOARD OF ADJUSTMENT

May 6th, 2026

Board Members Roll Call:

Members Present:

1. Sandi Boykins
2. Herman Dungan
3. John Eye
4. Bernard Green, Vice Chair
5. Shawn Harris, Chair
6. Stacey Ready, Secretary

Members Absent

1. Richard Conville
2. Ronda Norris
3. Brandon Williams
4. Jessica Cathey
5. James Hughes

Staff Present:

1. Cory Long, Planning Manager
2. Nathan Satcher, Senior Planner
3. David Miller, Esq.
4. Meridian McDaniel, Planner I

Shawn Harris, Chair, declared the Hattiesburg Board of Adjustment meeting open and in session at 3:42 pm.

AGENDA REVIEW

The May 2026 agenda was reviewed.

Motion:

Herman Dungan motioned to approve the agenda.

Second:

Bernard Green.

Vote:

Board Member	Yea	Nay	Other
Sandi Boykins	X		

Jessica Cathey			ABSENT
Richard Conville			ABSENT
Herman Dungan	X		
John Eye	X		
Bernard Green	X		
Shawn Harris	X		
James Hughes			ABSENT
Ronda Norris			ABSENT
Stacey Ready	X		
Brandon Williams			ABSENT

MINUTES REVIEW

The minutes from the March and April meeting was reviewed.

Motion:

Stacey Ready motioned to approve both March and April's meeting minutes.

Second:

Herman Dungan.

Vote:

Board Member	Yea	Nay	Other
Sandi Boykins	X		
Jessica Cathey			ABSENT
Richard Conville			ABSENT
Herman Dungan	X		
John Eye	X		
Bernard Green	X		
Shawn Harris	X		

James Hughes			ABSENT
Ronda Norris			ABSENT
Stacey Ready	X		
Brandon Williams			ABSENT

BUSINESS MEETING

1. Planning Report:
2. Chair's Report:

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Board of Adjustment

Item A:

Jeffrey Mack, Applicant, requests the following variances for a proposed subdivision and house construction for an R-1C zoned property on the corner of Miller Street and Stadium Drive (PPIN 26645, Ward 4, Forrest County):

A. Lot 1 (north)
   a. Variance from the minimum lot size requirement of 5000sqft to allow 2100sqft
   b. Variance from the minimum front setback requirement of 20ft to allow for 17ft
   c. Variance from the minimum side setback requirement of 10ft to allow for 2.5ft
   d. Variance from the minimum side setback requirement of 10ft to allow for 2.5ft
   e. Variance from the minimum rear setback requirement of 25ft to allow for 20.5ft
   f. Variance from the maximum impervious surface lot coverage requirement of 50% to allow for 52%

B. Lot 2 (south)
   a. Variance from the minimum lot size requirement of 5000sqft to allow 2100sqft
   b. Variance from the minimum front setback requirement of 20ft to allow for 17ft
   c. Variance from the minimum front setback requirement of 20ft to allow for 2.5ft
   d. Variance from the minimum side setback requirement of 10ft to allow for 2.5ft
   e. Variance from the maximum impervious surface lot coverage requirement of 50% to allow for 52%

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - Jeffrey Mack

- **Proponents:**
  - None
- **Opponents:**
  - None

Motion:

Stacey Ready motioned to recommend approval for all the requested variances.

Second:

Bernard Green.

Vote:

Board Member	Yea	Nay	Other
Sandi Boykins	X		
Jessica Cathey			ABSENT
Richard Conville			ABSENT
Herman Dungan		X	
John Eye		X	
Bernard Green	X		
Shawn Harris	X		
James Hughes			ABSENT
Ronda Norris			ABSENT
Stacey Ready	X		
Brandon Williams			ABSENT

Motion to recommend approval of the requested variance passed with a 4-2 vote.

Item B:

Pedesco, Inc/Perry Doleac, Property Owner/Applicant, requests the following variances at a B-5 zoned property located at 1725 Byron Street (PPIN 23329, Forrest County, Ward 5):

A. A variance from the fence height requirement of a maximum of 4ft in a front yard to instead allow for 8ft.

B. A variance from the requirement of the maximum outdoor equipment storage space of 50% of the side and rear lot area to instead allow for 100%.

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - Perry Doleac
- **Proponents:**
  - None
- **Opponents:**
  - None

Motion:

Herman Dungan motioned to recommend approval of all the requested variances.

Second:

Stacey Ready.

Vote:

Board Member	Yea	Nay	Other
Sandi Boykins	X		
Jessica Cathey			ABSENT
Richard Conville			ABSENT
Herman Dungan	X		
John Eye		X	
Bernard Green	X		
Shawn Harris	X		
James Hughes			ABSENT
Ronda Norris			ABSENT
Stacey Ready	X		
Brandon Williams			ABSENT

Motion to recommend approval of the requested variance passed with a 5-1 vote.

Item C:

Felicia McIntyre, Applicant/Property Owner, requests a variance from the minimum lot size requirement for an A-2 zoned property of 43,560 sqft (1 acre) to allow for 21,780 (0.5 acre) for a property located on N Hattiesburg Avenue (PPIN 47150, Forrest County, Ward 5).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - Felicia McIntyre
- **Proponents:**
  - None
- **Opponents:**
  - None

Motion:

Stacey ready motioned to recommend approval contingent upon the approval of the zoning change to A-2.

Second:

Bernard Green.

Vote:

Board Member	Yea	Nay	Other
Sandi Boykins	X		
Jessica Cathey			ABSENT
Richard Conville			ABSENT
Herman Dungan		X	
John Eye	X		
Bernard Green	X		
Shawn Harris	X		
James Hughes			ABSENT
Ronda Norris			ABSENT
Stacey Ready	X		
Brandon Williams			ABSENT

Motion to recommend approval of the requested variance passed with a 5-1 vote.

Item D:

John Anglin, Applicant, requests a variance from the maximum two-way driveway width of 24ft

to allow for 50ft for a property located at 4879 Hwy 49 (PPINs 27634, 27635, 27636, Forrest County, Ward 5).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - John Anglin
- **Proponents:**
  - None
- **Opponents:**
  - None

Motion:

Sandi Boykins motioned to recommend approval of both variance requests.

Second:

Herman Dungan.

Vote:

Board Member	Yea	Nay	Other
Sandi Boykins	X		
Jessica Cathey			ABSENT
Richard Conville			ABSENT
Herman Dungan	X		
John Eye	X		
Bernard Green	X		
Shawn Harris	X		
James Hughes			ABSENT
Ronda Norris			ABSENT
Stacey Ready	X		
Brandon Williams			ABSENT

Motion to recommend approval of the requested variance passed with a 6-0 vote.

BUSINESS MEETING

- Nominating committee will meet before the June meeting.

Adjournment:

The meeting was adjourned at 5:23pm.

Motion:

Stacey Ready motioned to adjourn.

Second:

Herman Dungan.

Vote:

Board Member	Yea	Nay	Other
Sandi Boykins	X		
Jessica Cathey			ABSENT
Richard Conville			ABSENT
Herman Dungan	X		
John Eye	X		
Bernard Green	X		
Shawn Harris	X		
James Hughes			ABSENT
Ronda Norris			ABSENT
Stacey Ready	X		
Brandon Williams			ABSENT

_____

Rebekah Ray, Secretary

_____

Cory Long, AICP, Planning Division Manager

Memorandum

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

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

cc: **Ann Jones**

Date: **Tuesday, May 19, 2026**

Re: **Accept the Board of Adjustment's recommendation for approve a variance from the maximum two-way driveway width of 24ft to allow for 50ft for a property located at 4879 Hwy 49 (PPINs 27634, 27635, 27636, Forrest County, Ward 5).**
File Number: 2026-373
Minute Book #

Summary
Accept the Board of Adjustment's recommendation for approve a variance from the maximum two-way driveway width of 24ft to allow for 50ft for a property located at 4879 Hwy 49 (PPINs 27634, 27635, 27636, Forrest County, Ward 5). The Board of Adjustment voted to recommend approval on May 6th, 2026.

Recommendation Statement
The Board of Adjustment voted to recommend approval on May 6th, 2026.

Please place this on the May 19, 2026 City Council meeting for consideration.

URBAN DEVELOPMENT
PLANNING DIVISION

Quick Facts:

Applicant:

John Anglin

Address:

4879 Hwy 49

Zoning:

B-5 (Regional Business)

Future Land Use:

Regional Business District

Historic District:

N/A

Overlay District(s):

N/A

Flood Zone:

X

Ward:

5

County:

Forrest

PPIN Number(s):

27634, 27635, 27636

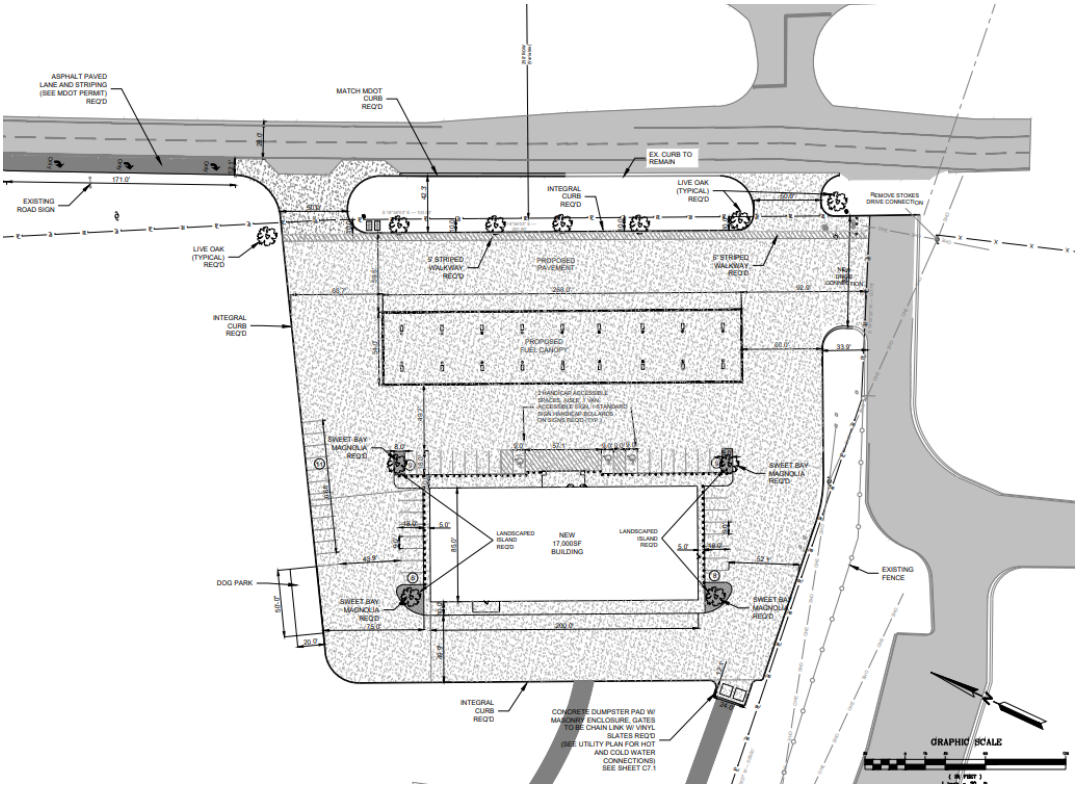
Parcel Number(s):

2-049E-02-020.00, 2-049E-02-021.00, 2-049E-02-022.00

Hattiesburg Board of Adjustment
Planning Division
Item D - Staff Report
May 6, 2026

Applicant's Requests:

John Anglin, Applicant, requests a variance from the maximum two-way driveway width of 24ft to allow for 50ft for a property located at 4879 Hwy 49 (PPINs 27634, 27635, 27636, Forrest County, Ward 5).



Background and History

The applicants met with staff at pre-application and site plan review meetings to review proposed plans for a new KeithCo Fueling station. The subject property is located at the intersection of Highway 49 and Stokes Drive and consists of multiple B-5 zoned parcels. Staff reviewed a variety of code standards and discussed the proposed 50ft driveway width in detail. The LDC requires two-way driveways to be a maximum of 24ft wide, 26ft less than what was proposed on the applicant's site plan.

The applicants explained that they had been in contact with MDOT (Mississippi Department of Transportation) regarding the closure of Stokes Drive and the alignment of the driveway with the median of Hwy 49 to improve traffic safety in the area. MDOT has requested the driveways be 50ft wide to accommodate the larger trucks turning into the gas station to access Stokes Drive and the gas station. The applicants are seeking a variance from the two-way driveway requirement to meet MDOT's request. As a note, the City Council has asked staff to review changes to the Land Development Code to specifically address these conflicts with MDOT's requirements. Staff is actively working on a solution, but as of now, the code includes only the ability to request a variance.

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

4.5.12 B-5 Regional Business District

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

SECTION 7: Standards of Design

7.5.2.3 Two-way driveway entrances shall be a maximum of 24 feet wide

Considerations and Basis for Approval

Option:

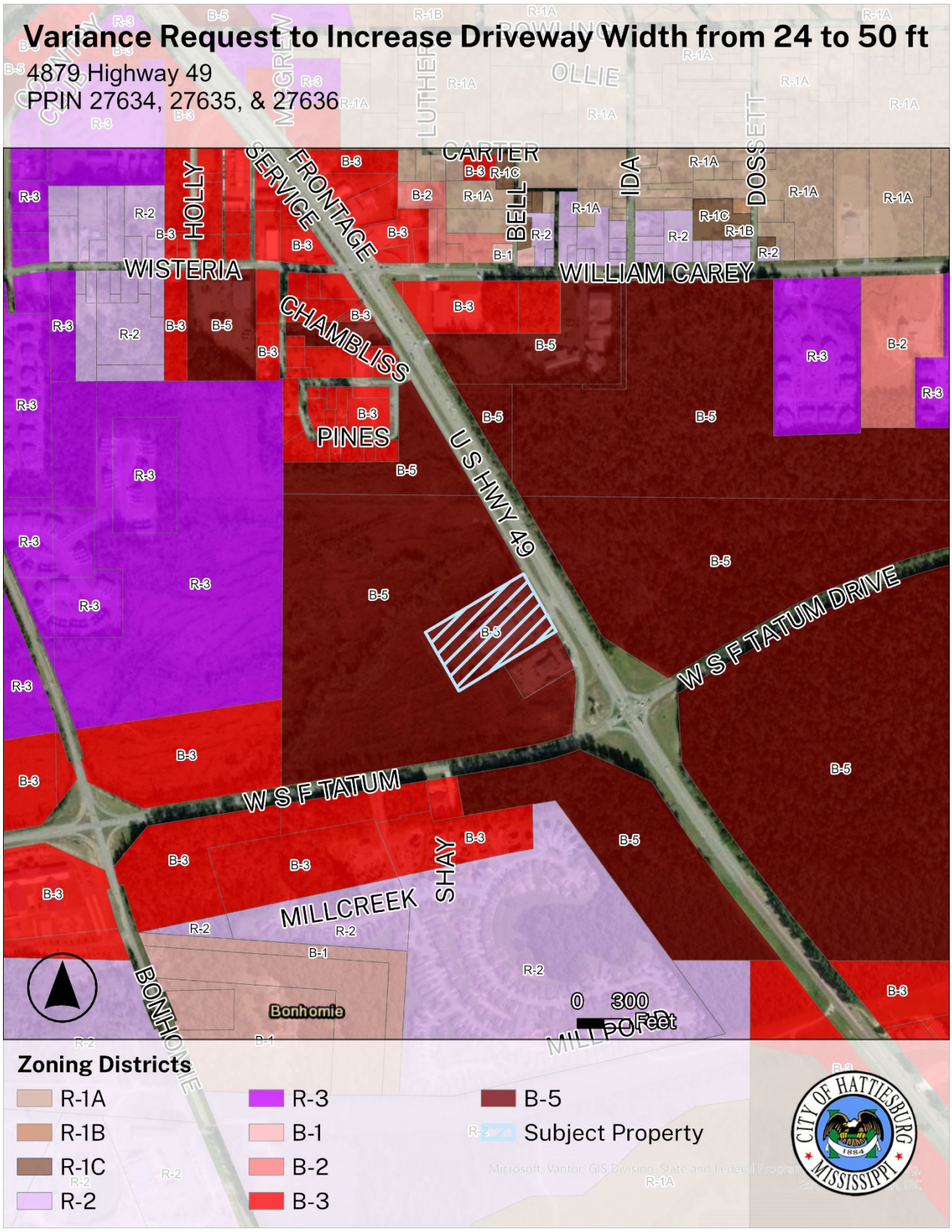
Recommend approval or denial of variance from the maximum two-way driveway width of 24ft to allow for 50ft for a property located at 4879 Hwy 49 (PPINs 27634, 27635, 27636, Forrest County, Ward 5).

Basis for Approval:

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

b. There are exceptional conditions creating an undue hardship applicable only to the property involved or the intended use which do not apply generally to the other land areas or uses within the same zoning district.

2. Special Privilege.
   a. A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district.
3. Literal Interpretation.
   a. The literal interpretation of the provisions of the regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant
4. Reasonable Use.
   a. The applicant cannot make reasonable use of the property without the requested variance.
5. Minimum Required.
   a. The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.
6. Conformance with the Purposes of this Code.
   a. The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

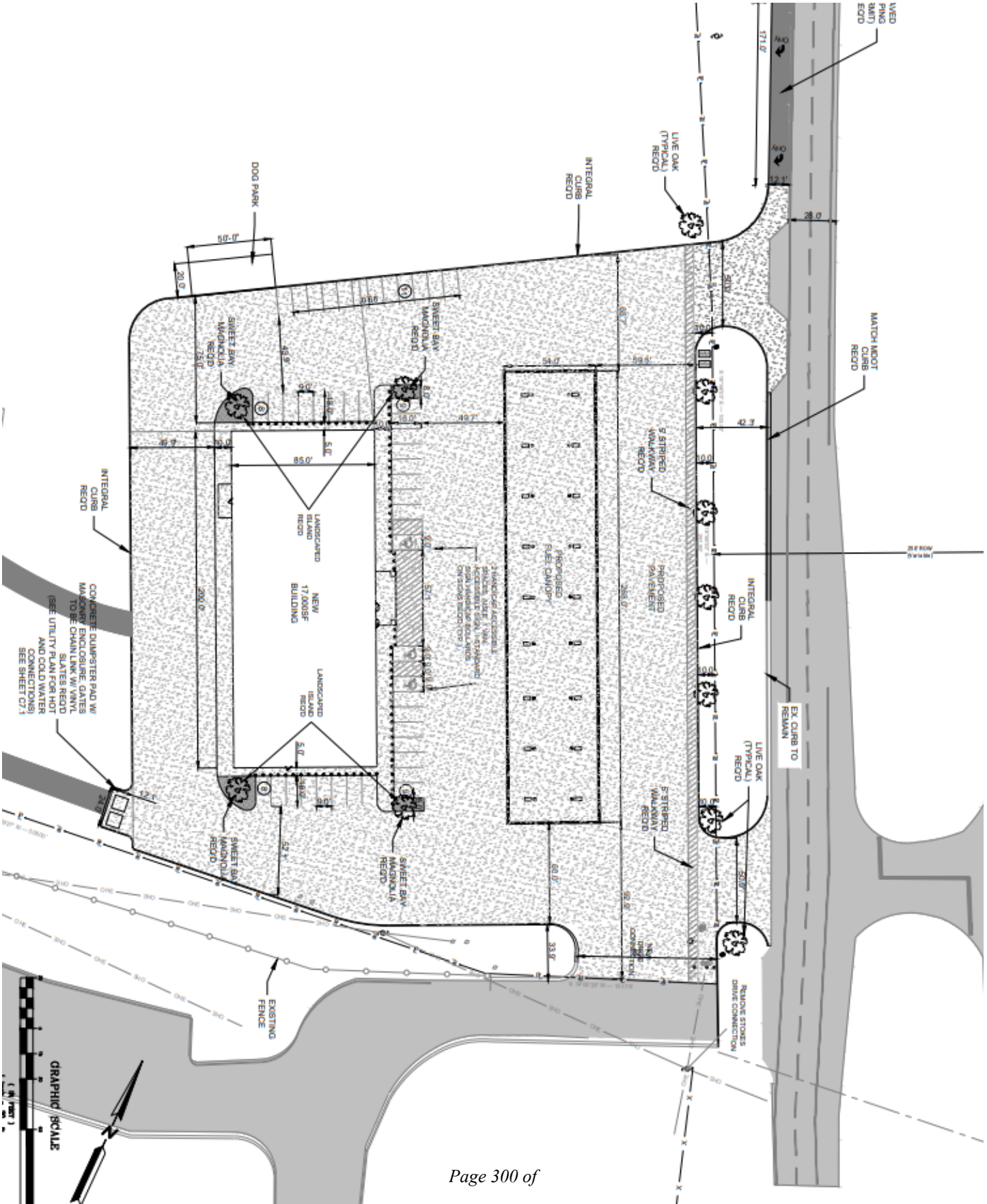

Variance Request to Increase Driveway Width from 24 to 50 ft
4879 Highway 49
PPIN 27634, 27635, & 27636
HOLLY
SERVICE
FRONTAGE
CARTER
BELL
IDA
DOSSETT
WISTERIA
WILLIAM CAREY
CHAMBLISS
PINES
U S HWY 49
W S F TATUM DRIVE
W S F TATUM
SHAY
MILLCREEK
BONHOMIE
Bonhomie
0 300 Feet
Zoning Districts
R-1A
R-1B
R-1C
R-2
R-3
B-1
B-2
B-3
B-5
Subject Property
CITY OF HATTIESBURG MISSISSIPPI

Variance Request to Increase Driveway Width from 24 to 50 ft
4879 Highway 49
PPIN 27634, 27635, & 27636
Neighborhood Conservation District 1
Neighborhood Conservation District 2
Community Business A
Neighborhood Conservation District 2
Community Business A
University/College District
Neighborhood Conservation District 2
0 300 Feet
Future Land Use
Community Business A
Neighborhood Business
Neighborhood Conservation District 1
Neighborhood Conservation District 2
Regional Business A
University/College District
Subject Property
CITY OF HATTIESBURG MISSISSIPPI

Variance Request to Increase Driveway Width from 24 to 50 ft
4879 Highway 49
PPIN 27634, 27635, & 27636
Bonhomie
0 300
Feet
Flood Zones & Wetlands
Marsh, Swamp, Bog, Prairie
River
FLOODWAY AREA IN ZONE AE
ZONE A (100 yr flood - no elevation)
ZONE AE (100 yr flood w / elevation)
ZONE SX (500 yr flood)
Subject Property
CITY OF HATTIESBURG
MISSISSIPPI
1884

Site Aerial

Preliminary Site Plan



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 Anglin, PE (for Keithco) **Project Name:** Keithco Store at Hwy 49 & Hwy 98

Municipal Address of Site: Previous address listed: 4879 US Hwy 49 (at Stokes Dr) **PPIN #:** 27634 27635 27636

Parcel Number(s): 2-049E-02-020.00 2-049E-02-021.00 2-049E-02-022.00

Type of Public Hearing	Additional Information Needed:
■ Variance	☐ Sign ☐ Setback ☐ Off-Site Parking ☐ Lot Width ☐ Lot Coverage Area ☐ Buffer ☐ Open Space ■ Other: Driveway Width at Hwy
☐ Rezoning	Existing Zoning: _____ Proposed Zoning: _____
☐ Conditional Use	☐ Automotive Filling Station ☐ Digital Billboard, New ☐ Digital Billboard, Replacement ☐ Telecommunications ☐ Restaurant ☐ Solar Farm ☐ Other: _____
Other Application types: ☐ Subdividing of lot, Parcel, or Tract ☐ Street or Alley Renaming ☐ Vacating Street or Alley	☐ Minor/Major Subdivision ☐ Overlay District ☐ 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 #:			

Updated Version 12/04/24

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: _Mon. March 30, 2026 _____
Hattiesburg Planning Commission Meeting Date: _Wed. May 6, 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 $_____

Pd by check: Piercon

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.

Public Hearing Fees	
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 *Fees for replacement street signs shall be paid after City Council approval but prior to the effective date. *	**$300.00** per application. **$100.00** per required street name sign *if approved*
Street / Alley Closing	**$200.00** 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.	**$250.00** 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: Stacey Odom **Signature:** Stacey Odom

Updated Version 03/25/2025

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

Hwy 49 @ Stokes Dr H'burg MS
Street Address City State

on this the 27th day of March, 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.

_____

on this the 27th day of March, 2026.

Keith Saucier
Property Owner (Print)

Keith Saucier
Property Owner (Signature)

STATE OF Mississippi

COUNTY OF Forrest

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 27th day of March, 2026.

Loretta Williams
NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID# 108136 LORETTA WILLIAMS Commission Expires Feb. 23, 2030 JONES COUNTY

My Commission Expires:
Feb 23, 2030

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

Hwy 49 at Stokes Dr (Street Address) Hattiesburg (City) MS (State),

on this the 27th day of March, 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.

John Anglin, P.E. of Clearpoint Engineers

on this the 27th day of March, 2026.

John Anglin
Applicant (Print)

Applicant (Signature)

STATE OF MS

COUNTY OF Lamar

Personally came and appeared before me, the within named Keitth Saucier,

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 27th day of March, 2026.

Stacey Odom
NOTARY PUBLIC

My Commission Expires:
10/18/27

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

FOR VARIANCE APPLICANTS:

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

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

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

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

   The two required 24 ft driveways are a hazard in allowing large semi trucks with 5o+ ft trailers to turn into the large entrance lot off of Hwy 49.

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

   There would be no special privilege. In comparison, the truck stop across the highway has several paved driveways as highway entrances. There are also no green spaces between the drives.

3. **Literal Interpretation**. The literal interpretation of the provision of the regulation would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.

   MDOT has approved the 50 ft driveway as opposed to two 24 ft, so a denial itself would be part of the hardship

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

   With the speed in which the trucks and other vehicles would be traveling, a wider drive would aid in the turning ease of the larger semi trucks.

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

This variance would at the least help with the abrupt stopping of vehicles which are on Hwy 49 while trying to enter the lot

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

If the sole purpose of the two 24 ft driveways are for safety reasons, then the MDOT approved 50 ft driveway would certainly aid in that.

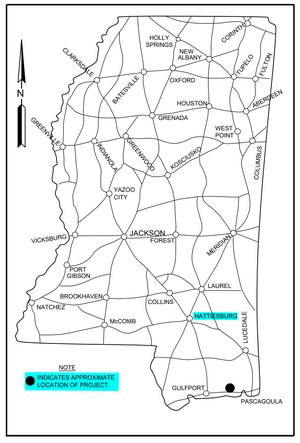
12.4.1.2 Conditions of Approval. In recommending the granting of a variance, the Board of Adjustment may require appropriate conditions and safeguards in conformity with this Code. Violation of such conditions and safeguards, when made a part of the terms under which a variance is granted, shall be deemed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

Site Improvements

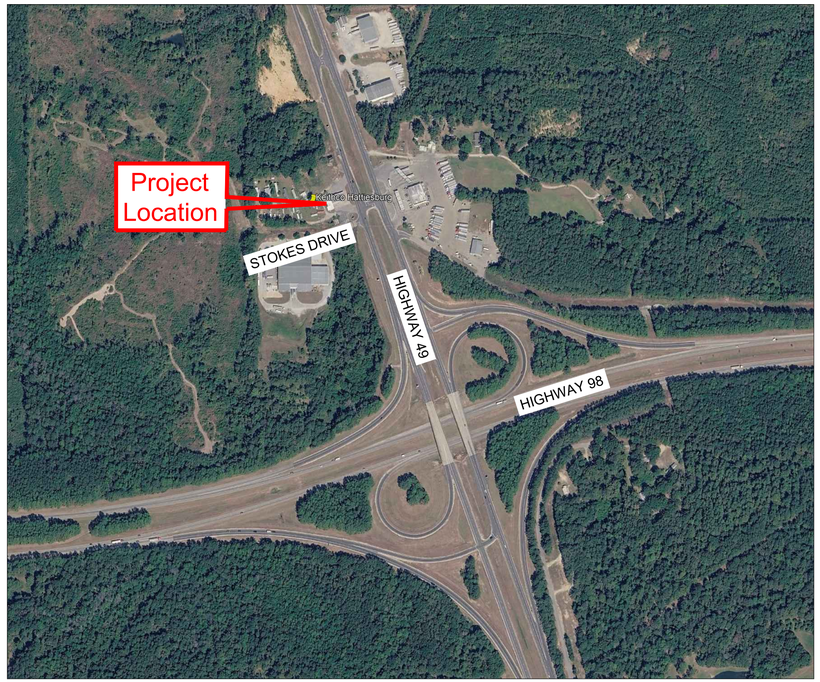
For

Keith's Superstore
Highway 49 / Stokes Drive
City of Hattiesburg, Forrest County, Mississippi

MARCH 16, 2026



LOCATION MAP



VICINITY MAP

NOT TO SCALE

DRAWING INDEX	
Sheet No.	Description
C1.0	Title Sheet
C1.1	Notes, Legend, and Abbreviations
S1	Boundary Topographic Survey
C2.0	Existing Conditions and Demolition Plan
C3.0	Erosion Control Plan
C4.0	Site Plan
C5.0	Grading and Drainage Plan
C6.0	Utility Plan
C6.1	Lighting Plan
C7.0	Erosion Control Details
C7.1	Miscellaneous Details
C7.2	Drainage Details
C7.3	Water and Sewer Details
L101	Landscaping (By Others)

811

Utility Notes:

- The location of utilities are approximate only. Excavation near utilities shown should be done with caution. The Mississippi One-Call Network (1-800-227-6477) should be notified prior to commencing with excavation activities.
- Additional underground utilities may exist. Lacking excavation, however, the exact location of underground utilities cannot be accurately, completely, and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation may be necessary.

PREPARED FOR:
PIERCON, INC.
23 LIBERTY PLACE, HATTIESBURG, MS 39402
(601) 264-6800

PERMIT SET FOR REVIEW PURPOSES ONLY

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	2/19/26	PERMIT SET	SM

CLEARPOINT ENGINEERS
6652 Highway 98 | Hattiesburg, MS 39402
t 601.261.2609 | clearpointengineers.com

TITLE SHEET

KeithCo, Inc.
US Highway 49 / Stokes Drive
City of Hattiesburg,
Forrest County, Mississippi

SHEET NO. C1.0

PROJ. NO.: 74622122 | DRAWN BY: SDM | CHECKED BY: JCA | SCALE: NONE | DATE: FEB., 2026

Drawing Location: C:\Users\smurray\Desktop\Clearpoint\74622122-Keithco Hattiesburg\DWG\74622122-CIVIL.dwg

GENERAL NOTES:

1. The location of utilities shown is based on field surveys of utility markings and/or information provided by utility company personnel. Their location should be considered as approximate only, and other utilities may exist that are not shown on these drawings. Excavation near utilities shown should be done with caution. Prior to construction operations, the Contractor shall verify the location of existing utilities on the project site, and at the Contractor's expense, shall promptly repair those which are damaged by his construction operations. The Mississippi One-Call Network (1-800-227-5477) should be notified prior to commencing with excavation activities.

2. Specifications for all materials and construction methods for street, driveway, or parking lot construction shall conform to the applicable provisions of the Mississippi Standard Specifications for State Aid Road and Bridge Construction, Latest Edition.

3. The Contractor must have written approval from the City Engineer and/or Project Engineer of record before any change in the design is made.

4. All requirements specified in the technical specifications, the Storm Water Pollution Prevention Plan (SWPPP), all MDOT permit(s), and the geotechnical report shall be considered to be included within the Contractor's scope of work for the project, and the Contractor shall be responsible for full compliance therein.

5. The Contractor shall warrant all materials and labor for a period of one (1) year for all work performed by the Contractor and Sub-contractor(s).

6. Contractor shall provide a minimum 24 hour notice to the engineer prior to commencing any construction operations, sampling, or testing.

7. Contractor shall provide all necessary fittings and appurtenances necessary for complete installation of all items whether specifically indicated or not.

8. Any local, state, or federal permitting required for construction shall be the responsibility of the Contractor to obtain.

9. CONSTRUCTION SAFETY IS A PROJECT REQUIREMENT. The Contractor shall be responsible for providing safety equipment and/or methods necessary for the safe prosecution of the work by his personnel and the personnel of any Sub-contractors, as well as providing safe access and site conditions to all elements of the project for the Owner, Engineer and their representatives. Such safety requirement shall meet OSHA guidelines.

10. The Contractor shall assign a competent, experienced, and employed superintendent to be on site at all times during all phases of construction. Work on the project site shall cease if the superintendent is not on site for an extended period of time.

11. It is the responsibility of the Contractor to protect existing structures and utilities that are to remain such as pipes, inlets, paved ditches, gas pipelines, water mains, sewer mains, underground power/fiber, 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 to Contractor will be made for replacement or repair of damaged items.

12. All existing signs, fences, mailboxes, and other incidental structures located with the project construction limits shall be temporarily removed and reestablished as required by construction activities. Any damaged items shall be replaced at the Contractor's expense.

13. To prevent damage to adjacent properties, Contractor shall properly establish the property boundaries of the subject property site prior to any construction activities within the subject property. The Contractor shall not enter upon or cause damage to adjacent properties without written permission from adjacent property owner(s).

14. Contractor shall seed, fertilize, and mulch all areas (not proposed as paved or under roof) disturbed by construction activities and insure a complete stand of grass. Apply per seasonal limitations.

15. The Contractor shall be responsible for completing all sampling and testing of materials incorporated into the project and for submission of same to the Engineer for review. All phases of testing, including but not limited to sampling, transporting, and testing of materials, must be performed by a certified testing laboratory. Prior use test results, manufacturer's certificates, or proposed mix designs shall be submitted to the Engineer for review before incorporation into the project. This shall include embankment, back fill, seed, and all other items specified by the Engineer. Quality control/testing shall be the responsibility of the Contractor.

16. Construction staking shall be provided by the Contractor.

17. Contractor shall provide proper traffic control (signs, barricades, flagmen, etc.) when working within highway or county right-of-way. Appropriate personnel shall be notified at least 48 hours prior to commencing any construction operations within highway right-of-way. All traffic control materials and procedures shall be in full compliance with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD). Contractor shall also ensure that access to existing residences and businesses is maintained during all phases of construction, and shall be responsible for all related coordination.

18. Material submittals shall be made to the Owner through the Engineer prior to use, for approval. All materials shall be new; used materials shall not be installed.

19. The Contractor is required to remove all spoil material on a daily basis.

20. The Contractor is responsible for coordinating with existing residences or businesses regarding temporary interruption of access and/or utility service, if required, and shall sequence construction operations as necessary to ensure that said interruption of access and/or utility service is kept to a minimum.

21. The Contractor is responsible for coordinating with the power company regarding establishment of temporary and permanent power, and shall include all required connection and meter fees in their bid.

22. No construction activities shall commence until all approvals and permits have been obtained from governing authorities, including but not limited to those required by the City, County, MS Department of Health, MS Department of Environmental Quality, Mississippi Department of Transportation (MDOT), Corps of Engineers, Utility Associations). Any work performed prior to obtaining said permits and approvals shall occur at the risk of the Contractor and/or Owner.

23. Contractor shall provide minimum 48 hours to M.D.O.T. personnel prior to performing any working within highway right-of-way. Contractor shall keep a copy of the MDOT permit on site at all times (if required).

24. All costs associated with dewatering (if required) shall be absorbed by the Contractor. Contractor shall employ dewatering methods as required for complete installation of storm drainage and utilities. Prior to bid, it is the Contractor's responsibility to consult the geotechnical report and make site visits necessary in order to determine costs required for dewatering effort.

25. At project completion, the Contractor shall provide as-built "markup" drawings to the Engineer, based on field measurements, that accurately show the location of all subsurface utility and drainage improvements (i.e. roof drain/downspout collection, water mains/service lines, sewer service lines, sewer force mains, irrigation, power, communication, gas, etc.).

26. Existing conditions and topography shown on these construction drawings are representative of conditions on February 2, 2026, and may not be representative of existing conditions as of the date of these drawings. Prior to execution of a contract, the Contractor is responsible for visiting the site to determine the scope of work.

27. Prior to construction layout of proposed building(s), the architectural drawings shall be used to verify the building dimensions shown on civil drawings. Should discrepancies exist between architectural drawings and civil drawings, then architectural drawings shall control.

WATER NOTES:

1. Construction and materials for the water distribution system shall conform to the specifications of the Mississippi Department of Health and the local water service provider.

2. Water mains and services shall be installed at least 10 feet horizontally and 18 inches vertically from any sewer main or service or sewer manhole. The bottom of the water pipe shall be at least 18 inches from the top of the sewer pipe. Water mains/services shall always be constructed above sewer mains/services. Where local conditions prevent adequate horizontal and vertical separation, the Bureau of Water Supply may allow the water main/service to be laid closer to the sewer main/service if supported by adequate design data from the design engineer. Each situation will be reviewed by the Bureau of Water Supply on a case by case basis. A detailed drawing shall be included in the plans for water line construction submitted to the Bureau of Water Supply for review and approval. Where adequate horizontal and/or vertical separation cannot be maintained, the following requirements shall apply:

- If the 10 foot horizontal separation between water and sewer pipes cannot be maintained then the water pipe should be ductile iron with the water pipe joints located at the maximum distance possible from sewer pipe joints. PVC pipe may be used if it is protected by steel casing. Also, the water and sewer pipes must be in separate trenches with adequate space for maintenance. In some cases, special sewer pipe construction procedures may be required.
- Where the 10 foot horizontal and 18 inch vertical separation cannot be maintained, condition 1 above must be met and the sewer pipe shall be constructed according to water main standards.
- NOTE: Where water pipes cross sewer pipes, the above requirements will be waived if pipe segments are centered to provide a maximum spacing of the joints of both water and sewer pipes and a vertical separation of at least 18 inches (water over sewer) is maintained.

3. Location and size of existing water mains are based on information provided by others and by MS One-Call. The Contractor shall verify location and size of existing water mains prior to commencing boring or connection operations, and shall provide necessary adjustments to both new and existing water lines to allow for connection and installation.

4. Contractor shall refer to mechanical / plumbing drawings to verify locations and sizes of fire and domestic services prior to installation. Adjustments to fire services; domestic services and post indicator valves; and remote fire department connections shown on these drawings shall be made as necessary through coordination with the Project Engineer. For domestic and fire services, the scope of these drawings terminates at a location five feet (5') outside of the exterior building wall. Refer to mechanical / plumbing drawings for continuation into the building.

5. Water mains and services must be buried a minimum of 36" below finished grade.

6. All water pipe shall be PVC C-900, Class 235 (DR 18) pipe, and all service pipe shall be C.T.S. tubing. All fittings shall be ductile iron mechanical joint (MJ) fittings. Concrete thrust blocking and Megalug fittings are required at all bends and tees. All water mains and services located under roadways shall be encased in Schedule 40 PVC casing.

7. All items shown on water lines (i.e. hydrants, valves, fittings) are shown in general locations only and may be slightly adjusted in the field as warranted by installation requirements. Where possible, valves and hydrants are to be installed in unpaved locations.

8. Locator wire (12 gage copper) shall be placed along and attached to all new water mains. Tracer wire to be a minimum of 3 feet in all valve boxes.

9. A ductile iron cap is required at the end of all water mains.

10. Backflow prevention measures for fire services are to be installed within the buildings (see architectural / mechanical drawings).

11. The Contractor is responsible for coordinating with the utility service provider prior to connecting to existing water or relocation of existing water (if required). The Contractor is responsible for ensuring that utility service personnel are present during critical phases of installation (i.e. connection, relocation, testing, etc.). Cost of connection fees and meters shall be responsibility of the Contractor.

12. Prior to being placed into service, all new water mains must be pressure tested and disinfected according to the specifications, A pressure test shall be conducted using a minimum of 150 psi or 1.5 times the working pressure, whichever greater, for two (2) hours under the inspection of an Engineer's representative. Using samples obtained by the water service provider 24 hours apart, two (2) consecutive bacteriological tests are required to be determined as satisfactory by a laboratory certified by the Mississippi State Department of Health.

13. Unsuitable material (i.e. expansive clay, high moisture content) incapable of achieving compaction requirements shall not be used to backfill water pipe trenches.

SEWER NOTES:

1. Construction and materials for sanitary sewer improvements shall conform to the specifications of the Mississippi Department of Environmental Quality and the local sewer service provider.

2. All sanitary sewer mains and services shall be PVC SDR-26. Sewer services shall be 6" in diameter, and shall be installed on a minimum 1% slope.

3. Bedding material shall be required beneath all sanitary sewer mains, and beneath all sanitary sewer services located under roadways and paved areas. Bedding material shall be a gravel-sand mixture, all of which passes a 1 1/2 inch sieve, not more than 30 percent of which passes a No. 4 sieve, and not more than 5 percent of which passes a No. 200 sieve.

4. Unsuitable material (i.e. expansive clay, high moisture content) incapable of achieving compaction requirements shall not be used to backfill sewer pipe trenches.

5. A manhole drop connection is required if the vertical distance between an influent sanitary sewer main or service and the bottom of the manhole exceeds two feet.

6. Sewer mains and services must be buried a minimum of 36" below finished grade.

7. Locator wire (14 gage copper) shall be placed along and attached to all new sewer mains.

8. The Contractor shall verify location, size, and invert elevation of existing sewer mains and/or manholes prior to commencing connection operations. The Contractor shall coordinate with the Engineer regarding any necessary adjustments to new sewer lines as necessary to allow for proper connection and installation.

9. Contractor shall refer to mechanical / plumbing drawings to verify locations and sizes of sewer services prior to installation. Adjustments to sewer service location(s) and invert elevation(s); and grease trap locations (if required) shown on these drawings shall be made as necessary through coordination with the Project Engineer. For sewer services, the scope of these drawings terminates at a location five feet (5') outside of the exterior building wall. Refer to mechanical / plumbing drawings for continuation into the building.

10. The Contractor is responsible for coordinating with the utility service provider prior to connecting to existing sewer or relocation of existing sewer (if required). The Contractor is responsible for ensuring that utility service personnel are present during critical phases of installation (i.e. connection, relocation, testing, etc.). Cost of connection fees shall be responsibility of the Contractor.

11. Prior to being placed into service, all new sewer mains must be tested according to the specifications.

12. The Contractor shall be responsible for providing minimum 48 hours notice to the sewer service provider during critical phases of sewer installation (i.e. connections, relocations, pressure tests, etc.) to allow opportunity for on-site observation.

GRADING AND DRAINAGE NOTES:

1. All available topsoil within the construction limits shall be stripped, stockpiled in a designated area to be approved by the Engineer, and replaced on slopes or as directed by the Engineer. Upon completion of grading, the Contractor shall place a sufficient quantity of topsoil (4" minimum) to insure grass growth on the designated area. Topsoil shall be used to achieve final grades on roadway slopes and on slopes outside of paving limits. Any excess topsoil shall remain stockpiled for future use by the Owner.

2. Finished contours are intended to show a general representation of drainage patterns and slopes after paving, grading, replacement of topsoil, and/or placement of sod. Regardless of the level of grading detail shown on these drawings, Contractor shall take whatever steps necessary to ensure that positive drainage occurs on all areas of project site, specifically away from buildings. Prior to final grading, Contractor shall make allowances for placement of sod and landscape beds to ensure final design grades are achieved and that these areas are free of debris. Contractor shall coordinate with landscaping personnel to ensure that landscape beds are placed sufficiently below building finished floor elevations and that they do not trap water against buildings. Where roof drains are discharged onto the surface, Contractor shall extend downspouts along finished grade beyond landscape areas as needed for free discharge.

3. At the expense of the Contractor, the Contractor shall maintain existing drainage patterns and construct temporary structures, embankments, and culverts as required to maintain the drainage system and capacity in the work area. Any and all temporary structures, embankments, and culverts constructed during the progress of work shall be removed and the area restored to its original condition.

4. The Contractor shall furnish, place, and maintain all sheeting, shoring, and bracing required to support the sides of the required trench excavations. The Contractor shall be responsible for the sufficiency of any such supports to prevent any movement which can in any way damage or delay the work; endanger or cause damage to adjacent pavements, buildings, or other structures; or create undue hazards to workmen.

5. Existing ground elevations are based on survey data, and are a general representation of existing ground topography prior to demolition operations.

6. In cases where adjacent grades are higher than the building finished floor elevations, then Contractor shall coordinate with the architect regarding special design accommodations and waterproofing.

7. Contractor shall notify Engineer of any conflicts between civil drawings and architectural drawings regarding proposed grading at doorways and entrances.

8. Spot elevations shown adjacent to curb and gutter and/or adjacent to sidewalk are referenced to edge of pavement. Where shown along edge of sidewalks, add 6" for adjacent top of sidewalk elevation.

9. A.D.A. REQUIREMENTS:
- For handicap spaces and aisles, finished grade slopes shall not exceed 2% in anydirection.
- Longitudinal slopes along sidewalks and handicap accessible routes shall not exceed 5%.
- Transverse slopes across sidewalks and handicap accessible routes shall not exceed 2%.

10. A geotechnical report for the project has been prepared by NOT PROVIDED AT THIS TIME. Refer to said report for a description of in-situ soils and all phases of site preparation and testing requirements. Specifically, the report reveals a consistent presence of expansive soils on-site, and recommends a minimum buffer between the expansive clay and the bottom of building slab and between the expansive clay and the bottom of pavement structure. It is highly recommended that a representative of NOT PROVIDED AT THIS TIME be present during earthwork operations to ensure the buffer requirements are met and to ensure proper compaction of backfill.

11. Structural design of retaining walls, including backfill and drainage requirements, is not included within the scope of these construction drawings. Structural design of retaining walls shall be provided by the Contractor, and the Contractor is responsible for coordinating with the Owner and Landscape Architect regarding colors, block styles, etc. Retaining wall design shall be performed by a Professional Engineer registered in the State of Mississippi.

12. See detail sheet for bedding requirements for High Performance (HP) storm drainage pipe.

13. With the exception of curb inlet tops, drainage structures may be pre-cast or cast-in-place. Brick or block inlets are not allowed. Curb inlet or grate inlet tops shall conform to the longitudinal top of curb grade and must be cast-in-place. Precast curb inlet tops are not permitted. For curb inlets on longitudinal grade, precast tops are not permitted. Curb inlet top elevations shown are referenced to the top of curb elevation at the center of the curb inlet box. Where located adjacent to curb and gutter, grate inlet tops shall be set equal to flowline elevation of gutter.

14. All sizes of flared end sections may be furnished with either bell and spigot or tongue and groove joints.

15. The Contractor shall verify location, size, and invert elevation of existing storm drainage pipes, structures, and ditches prior to commencing connection operations. The Contractor shall provide necessary adjustments to new storm drainage lines as necessary to allow for connection and installation.

16. Any accumulated sediment inside new or existing storm drain lines within project construction limits shall be flushed prior to completion of project.

17. No slopes shall be constructed steeper than 3:1, unless specifically noted on drawings.

18. Prior to placement of fill and sub-base course, areas which are at final subgrade or are to receive fill should be proof-rolled with a loaded tandem axle truck to demonstrate stability.

19. Unsuitable material (i.e. expansive clay, high moisture content) incapable of achieving compaction requirements shall not be used to backfill storm drainage trenches.

20. The Contractor is responsible for field-verifying existing invert elevations or existing ground elevations prior to connecting to existing drainage structures, existing drainage pipes, or existing ground.

DEMOLITION NOTES:

1. Prior to demolition operations, the Contractor shall coordinate with the Owner regarding materials or equipment to be salvaged by the Owner.

2. Prior to demolition operations, the Contractor shall coordinate with adjacent property owner(s) regarding removal of items near common property lines that are designated to be removed.

3. The Contractor shall remove and dispose of all existing buildings and foundations, structures, utilities, fences, and other obstructions within the property limits, except for utilities for which provisions have been made for removal outside of this contract, and except those which are specifically designated on these drawings to remain. Other structures, obstructions, and utilities not shown on these drawings may require removal. The Contractor is responsible for visiting the site to determine the required scope of demolition work.

4. All removed material from demolition operations (except for those items to be salvaged by the Owner) and removed cleared and grubbed rubbish shall be become the property of the Contractor and shall be disposed of off-site in a responsible manner. The Contractor shall be responsible for determining location of off-site disposal. On-site burying of said material and rubbish is not permitted.

5. The Contractor shall be responsible for coordinating with utility companies regarding removal and abandonment of existing utilities within the project construction limits, and shall coordinate any adjustments required to prevent or minimize interruption of service or damage to existing underground utilities.

6. The Contractor is responsible for adhering to all federal, state, and local regulations regarding the removal and disposal of hazardous materials or materials that pose environmental risks (i.e. asbestos, septic tanks, propane, butane, etc.).

7. Voids created by the removal of posts, concrete anchors, footings, storm drainage and utility pipes, etc. shall be backfilled and tamped in accordance with the specifications.

8. On-site burning of cleared and grubbed rubbish shall not be permitted unless allowed by both the Owner and municipality. The Contractor is responsible for all coordination and permitting pertaining to on-site burning (if permitted). If on-site burning is prohibited by either the Owner or municipality, then all cleared and grubbed rubbish will be disposed of off-site by the Contractor in a responsible manner. Contractor is responsible for all coordination pertaining to off-site disposal of cleared and grubbed rubbish.

9. All existing trees that are not specifically shown on this plan to be removed are to remain in place and are to be protected during construction operations. Every effort shall be made to preserve the integrity of existing trees during construction operations.

EROSION CONTROL NOTES:

1. Contractor is responsible for full compliance with the Storm Water Pollution Prevention Plan (SWPPP) for the project, and for following all local, state, and federal storm water regulations. The Contractor is responsible for installing erosion control measures shown on plans, as well as any additional erosion control measures required to prevent off-site sediment discharge. The Contractor is responsible for monitoring, and record keeping required by the SWPPP. A copy of the SWPPP is to remain on site at all times. All requirements specified in the SWPPP shall be included in the Contractor's scope of work under contract for the project.

2. Erosion control measures shall be installed before any ground disturbance, and must be maintained throughout the lifetime of the project. All temporary controls shall be removed once permanent stabilization is achieved, except for those controls specifically noted on drawings to remain.

3. Additional erosion and sediment controls may be required to prevent sediment from leaving site. These can be found in the latest version of the "Planning and Design Manual for the Control of Erosion, Sediment, and Storm Water" available from MDEQ.

4. The construction entrance shall be 1.5 inch to 3.5 inch coarse aggregate, 25 feet wide, a minimum of 50 feet long, and a minimum of 5 inches thick laid on top of filter fabric. If needed, a vehicle washing rack shall be included. No vehicle tracking on existing pavements is allowed.

5. All roadways are to be swept free of sediment and debris daily and at substantial completion of project. Dust control shall be implemented as required.

6. The site is to be cleaned daily for debris and accumulated sediment that may enter the roadway ditches or storm drainage system.

7. When capacity of structural controls (i.e. silt fence, hay bales, wattles, sediment basins if applicable, etc.) has been reduced by 50%, remove sediment, regrade, and establish vegetative cover according to seasonal limitations. Sediment should be removed from structural controls when it reaches one-third (1/3) to one-half (1/2) of the height of the control.

8. All controls shall be inspected prior to any storm events, after all events significant enough to produce a discharge, and at least once every 7 days. If there are problems repairs shall be done within 7 days of discovery.

9. Any disturbed areas that will be left undisturbed for 14 or more days shall be seeded and mulched immediately after time of final disturbance.

10. Final stabilization is to be achieved by establishing a complete stand of grass as per engineering recommendations and according to seasonal limitations. The applicable method(s) of vegetation shall be implemented immediately after time of final disturbance.

11. CONSTRUCTION SEQUENCE
   a. Construct Temporary Construction Entrance
   b. Equipment Maintenance and Storage Areas
   c. Install Silt Fence (down slope of demo area)
   d. Removal of Existing Buildings and Pavement
   e. Undercut and Backfill Areas as Described in Geotechnical Report (if applicable)
   f. Site Grading
   g. Storm Drainage Installation with Inlet/Outlet Protection
   h. Plant Temporary Vegetation on Disturbed Areas
   i. Install Utilities
   j. Install Curb and Gutter and Complete Asphalt and Concrete Paving
   k. Building and Sidewalk Construction
   l. Apply Topsoil to Disturbed Areas and Plant Permanent Vegetation and Ditch Treatment as Needed (Sod, Concrete Ditch Paving, Etc.)
   m. After Site is Stabilized, Remove all Temporary Measures (Silt Fence, Hay Bales, Brush Barriers, Construction Entrance, Etc.)

PAVING NOTES:

1. Specifications for all materials and construction methods for paving work, subbase and subgrade construction, and striping shall conform to the applicable provisions of the Mississippi Standard Specifications for Road and Bridge Construction, latest edition. Specifically, minimum and maximum asphalt lift thickness requirements shall conform to Section 401 of the Mississippi Standard Specifications for Road and Bridge Construction, latest edition.
2. The Contractor is responsible for verifying existing pavement grades at tie-in locations, and with the prior approval of the Project Engineer, shall adjust subgrade elevations prior to placement of sub-base so that final paving provides a smooth transition.
3. Traffic and parking striping shall not be placed within 14 days of placement of final lift of asphalt surface course.
4. Contractor shall apply tack coating prior to placing lifts of asphalt and along existing edge of pavement in widening areas.
5. The location and spacing of signs, shown on the traffic control plan, are approximate and may be adjusted as necessary to fit field conditions.
6. All post lengths for signs shall be verified in the field prior to fabrication.
7. All raised objects shall be placed a minimum of 2 feet behind the face of curb.
8. All proposed pavement markings and permanent signing shall be installed prior to opening the facility.

ABBREVIATIONS

AC.	ACRES	F.G.	FINISHED GROUND	PM	PLAN MEASURE
AEA	AVERAGE END AREA	FL.	FLOW LINE	PMH	PROPOSED MANHOLE
AH	ABSORBED HAUL	FM	FINAL MEASURE	POB	POINT OF BEGINNING
APR	AS PER RECORD	FME	FINAL MEASURE EMBANKMENT	POC	POINT OF COMMENCEMENT
APS	AS PER SURVEY	GA	GAUGE	PRC	POINT OF REVERSE CURVATURE
BC-1	BRANCH CONNECTION	GP	GROUP	PROP.	PROPOSED
C.B.	CHORD BEARING	H.D.	HEAVY DUTY	PT	POINT OF TANGENCY
C.L.	CHORD LENGTH	HP	HIGH POINT	R	CURVE RADIUS
CL	CLASS	HYD	HYDRANT	R.D.	ROOF DRAIN
CMP	CORRUGATED METAL PIPE	INV.	INVERT	R.O.W.	RIGHT-OF-WAY
CONT.	CONTINUOUS	IPF	IRON PIN FOUND	RCAP	REINFORCED CONCRETE ARCH PIPE
CP	CONTROL POINT	IPS	IRON PIN SET	RCP	REINFORCED CONCRETE PIPE
CPP	CORRUGATED PLASTIC PIPE	L	CURVE LENGTH	REQ'D	REQUIRED
CY	CUBIC YARDS	LB	POUNDS	RT	RIGHT
DS	DOWNSTREAM	LF	LINEAR FEET	SF	SQUARE FOOT
E=	EASTING	LP	LOW POINT	STA.	STATION
E.W.	EACH WAY	LS	LUMP SUM	SY	SQUARE YARD
EA.	EACH	LT.	LEFT	TEMP.	TEMPORARY
E.G.	EXISTING GROUND	MPF	METAL PIPE FOUND	T.O.C.	TOP OF CURB
ELEV.	ELEVATION	N=	NORTHING	TYP.	TYPICAL
EMH	EXISTING MANHOLE	O.A.	ON CENTER	U.G.	UNDERGROUND
EX.	EXISTING	OS	OFFSET	US	UPSTREAM
F.B.	FLAT BOTTOM	PC	POINT OF CURVATURE	V.C.	VERTICAL CURVE
FCM	FOUND CONCRETE MARKER	PC-1	PIPE COLLAR	VF	VERTICAL FOOT
FES	FLARED END SECTION	PKF	PINE KNOT FOUND	WV	WATER VALVE

LEGEND

	TEMPORARY HAY BALES		SUBJECT PROPERTY BOUNDARY
FDC	PROP. REMOTE FIRE DEPT. CONNECTION		PROP. RIGHT-OF-WAY OR EASEMENT
WV	PROP. FIRE HYDRANT WITH VALVE		EX. RIGHT-OF-WAY OR EASEMENT
	PROP. GATE VALVE		PUBLIC LAND SYSTEM (40/SECTION) LINES
WV	EX. FIRE HYDRANT		PROP. CENTERLINE
	EX. GATE VALVE	SF	PROP. TEMPORARY SILT FENCE
WM	EX. WATER METER		CENTERLINE OF DITCH OR SWALE
PV	PROP. PUMP STATION & VALVE PIT	295	PROP. CONTOUR
S	PROP. SEWER MANHOLE	295	EX. MAJOR TOPOGRAPHIC CONTOUR
	PROP. SEWER CLEAN-OUT	294	EX. MINOR TOPOGRAPHIC CONTOUR
	PROP. GREASE TRAP		PROP. SETBACKS
W	PROP. DOMESTIC WATER SERVICE		PROP. CONSTRUCTION LIMITS
FP	PROP. FIRE PROTECTION SERVICE		RAILROAD TRACKS
S	PROP. SEWER SERVICE		WOOD FENCE
PV	EX. PUMP STATION WITH VALVE PIT		EX. CHAIN LINK FENCE
S	EX. SEWER MANHOLE	X	EX. BARBED-WIRE FENCE
	EX. SEWER CLEAN-OUT		EX. TREE LINE
	PROP. LIGHT POLE		EX. EDGE OF PAVEMENT
	EX. LIGHT POLE		EX. 100 YEAR FLOODPLAIN BOUNDARY (*PLOTTED FROM FIRM*)
	EX. UTILITY POLE		PROP. ROADWAY DAYLIGHT LINE
	EX. GUY WIRE		PROP. STORM DRAINAGE PIPE WITH F.E.S.
T	EX. POWER TRANSFORMER		EX. STORM DRAINAGE PIPE WITH F.E.S.
	PROP. HEAVY-DUTY GRATE INLET		PROP. WATER LINE (WITH SIZE)
	PROP. LIGHT-DUTY YARD INLET		PROP. GRAVITY SEWER MAIN (WITH SIZE)
	PROP. JUNCTION BOX		PROP. FORCE MAIN (WITH SIZE)
	PROP. CURB INLET WITH EXTENSION	8"W	EX. WATER MAIN (WITH SIZE)
	EX. HEAVY-DUTY GRATE INLET	8"SS	EX. GRAVITY SEWER MAIN (WITH SIZE)
	EX. LIGHT-DUTY YARD INLET	4"FM	EX. SEWER FORCE FORCE MAIN (WITH SIZE)
	EX. JUNCTION BOX	4"G	EX. GAS LINE (WITH SIZE)
	EX. CURB INLET WITH EXTENSION	HG	EX. HIGH PRESSURE GAS LINE
260.40	FINISHED GRADE SPOT ELEVATION	P	EX. OVERHEAD POWER LINE
	DIRECTION OF SURFACE FLOW	UP	EX. UNDERGROUND POWER LINE
	HORIZONTAL/VERTICAL CONTROL POINT	T	EX. OVERHEAD TELEPHONE
UGF	BURIED FIBER OPTIC MARKER	UT	EX. UNDERGROUND TELEPHONE LINE
	BENCHMARK	FBO	EX. UNDERGROUND FIBER OPTIC LINE
	HANDICAP	BC	EX. BURIED CABLE (UNKNOWN)
	TRAFFIC ARROW		PROP. IRRIGATION SLEEVE
	ROADWAY SIGN		HEAVY DUTY PAVEMENT
	BORE HOLE		LANDSCAPED SURFACE
	CONCRETE RIGHT-OF-WAY MARKER		CONCRETE SURFACE
	PROPERTY CORNER		RIP-RAP SURFACE
	HVAC UNIT		FLEXAMAT SURFACE
	FLAG POLE		
	WHEEL STOP		

PERMIT SET FOR REVIEW PURPOSES ONLY

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	2/19/26	PERMIT SET	SM

CLEARPOINT ENGINEERS
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t 601.261.2609 | clearpointengineers.com

NOTES, LEGEND AND ABBREVIATIONS

KeithCo, Inc.
US Highway 49 / Stokes Drive
City of Hattiesburg,
Forrest County, Mississippi

SHEET NO. C1.1

PROJ. NO.: 74622122 | DRAWN BY: SDM | CHECKED BY: JCA | SCALE: NONE | DATE: FEB., 2026

Drawing Location: C:\Users\smurray\Desktop\Clearpoint\74622122-Keithco Hattiesburg\DWG\74622122-CIVIL.dwg

EX. CURB TO REMAIN

CURB TO BE REMOVED REQ'D

CURB TO BE REMOVED REQ'D

SIGNS AND FOUNDATIONS, AIR VACUUM TO BE REMOVED REQ'D

ASPHALT TO BE REMOVED REQ'D

EX. 18" RCP TO BE REMOVED
INV.=U/S=265.68'
INV. D/S=264.99'
REQ'D

BILLBOARD SIGN TO BE REMOVED REQ'D

CONCRETE TO BE REMOVED REQ'D

GAS LINE TO BE REMOVED REQ'D

CONCRETE TO BE REMOVED REQ'D

ASPHALT TO BE REMOVED REQ'D

ASPHALT TO BE REMOVED REQ'D

SEWER LINE TO BE REMOVED REQ'D

EX. POWER POLES TO BE REMOVED

CONCRETE TO BE REMOVED REQ'D

EX. SEWER MANHOLE TO BE REMOVED
RIM=270.34'
8" PVC(NE)=264.34'

OVERHEAD TELEPHONE TO BE REMOVED REQ'D

TANKS TO BE REMOVED REQ'D

Apparent 18" RCP Inverts not visible

GRAVEL TO BE REMOVED REQ'D

POWER POLE TO BE REMOVED REQ'D

EX. POWER POLES TO BE REMOVED

OVERHEAD TELEPHONE TO BE REMOVED REQ'D

EX. 12" HDPE TO BE REMOVED
INV.=U/S=262.08'
INV. D/S=260.34'
REQ'D

OVERHEAD ELECTRIC TO BE REMOVED REQ'D

UNDERGROUND TELEPHONE TO BE REMOVED REQ'D

CONCRETE TO BE REMOVED REQ'D

BUILDING TO BE REMOVED REQ'D

GRAVEL TO BE REMOVED REQ'D

EX. GRAVEL

EX. GRAVEL

NOTE: REMOVA... CONSTRUCTION LIMITS AS REQUIRED ... CONSTRUCTION OF PROPOSED IMPROVEMENT... INDICATED ON THIS PLAN OR NOT...

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

PERMIT SET FOR REVIEW PURPOSES ONLY

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	2/19/26	PERMIT SET	SM

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EXISTING CONDITIONS AND DEMOLITION PLAN

KeithCo, Inc.
US Highway 49 / Stokes Drive
City of Hattiesburg,
Forrest County, Mississippi

SHEET NO. C2.0

PROJ. NO.: 74622122 | DRAWN BY: SDM | CHECKED BY: JCA | SCALE: NONE | DATE: FEB., 2026

Drawing Location: C:\Users\smurray\Desktop\Clearpoint\74622122-Keithco Hattiesburg\DWG\74622122-CIVIL.dwg

SILT FENCE REQ'D (TYPICAL)

ADD TURN LANE REQ'D

TEMPORARY CONSTRUCTION EXIT REQ'D

10 TONS 200 POUND RIPRAP REQ'D

REMOVE STOKES DRIVE CONNECTION

NEW DRIVE CONNECTION

PROPOSED KEITHCO BUILDING (17,000 SF) FFE = 273.0'

EOP=271.2'

EOP=273.0'

EOP=271.6'

EOP=272.4'

EOP=272.4'

STRAW WATTLES (TYPICAL) AT ALL INLETS REQ'D

SILT FENCE REQ'D (TYPICAL)

SEWER MANHOLE
RIM=270.14'
8" PCV(SW)=263.64'
8" PCV(NE)=263.54'

SEWER MANHOLE
RIM=267.20'
8" PCV(SE)=246.70'
8" PCV(SW)=247.00'
8" PCV(NW)=246.60'

SEWER MANHOLE
RIM=269.48'
8" PCV(SW)=263.39'
8" PCV(NE)=263.29'

SEWER MANHOLE
RIM=271.73'
8" PCV(SW)=250.33'
8" PCV(NW)=250.23'

Benchmark-North Flange Bolt of FH
EL=272.45'

Benchmark-NE Flange Bolt
EL=271.30'

Underground Power from Pole

EX. OVERHEAD ELECTRIC

EX. GRAVEL

Gate

Michael Rowell and Jennifer Rowell DB 1819, PG 69

Mississippi Dept. of Transportation DB 484, PG 853

Mecaslin and Company DB 1591, PG 386

Thomas A. Stokes and Jimmie Sue Thomas Walker DB 838, PG 242

Cindy Hollingsworth DB 1483, PG 378

Lizzie Knox DB 1800, PG 1914

S 20d53'13" E 400.44 ft

N 6f40'43" E 395.57 ft

N 0d33'46" W 365.72 ft

N 0d08'51" E — 278.00'

SECTION 2, T3N, R13W

SECTION 3, T3N, R13W

N 89d25'47" W — 597.16'

N 89d21'07" W — 599.00'

NW 1/4 - SW 1/4

SW 1/4 - SW 1/4

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

PERMIT SET FOR REVIEW PURPOSES ONLY

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	2/19/26	PERMIT SET	SM

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EROSION CONTROL PLAN

KeithCo, Inc.
US Highway 49 / Stokes Drive
City of Hattiesburg,
Forrest County, Mississippi

SHEET NO. C3.0

PROJ. NO.: 74622122 | DRAWN BY: SDM | CHECKED BY: JCA | SCALE: NONE | DATE: FEB., 2026

Drawing Location: C:\Users\smurray\Desktop\Clearpoint\74622122-Keithco Hattiesburg\DWG\74622122-CIVIL.dwg

ASPHALT PAVED LANE AND STRIPING (SEE MDOT PERMIT) REQ'D

MATCH MDOT CURB REQ'D

259' ROW (Variable)

EX. CURB TO REMAIN

28.0'

Only

Only

Only

12.1'

87.2'

171.0'

EXISTING ROAD SIGN

50.0'

42.3'

S 18°56'03" E — 103.50'

INTEGRAL CURB REQ'D

LIVE OAK (TYPICAL) REQ'D

50.0'

REMOVE STOKES DRIVE CONNECTION

10.0'

S 18°56'03" E — 291.90'

10.0'

10.0'

10.0'

10.0'

S 20d53'13" E 400.44 ft

LIVE OAK (TYPICAL) REQ'D

5' STRIPED WALKWAY REQ'D

PROPOSED PAVEMENT

5' STRIPED WALKWAY REQ'D

59.5'

NEW DRIVE CONNECTION

68.7'

268.0'

92.9'

INTEGRAL CURB REQ'D

54.0'

PROPOSED FUEL CANOPY

60.0'

33.9'

49.7'

2 HANDICAP ACCESSIBLE SPACES, AISLE, 1 VAN ACCESSIBLE SIGN, 1 STANDARD SIGN HANDICAP BOLLARDS ON SIGNS REQ'D (TYP.)

SWEET BAY MAGNOLIA REQ'D

8.0'

18.0'

9.0'

57.1'

9.0'

9.0'

9.0'

8.0'

SWEET BAY MAGNOLIA REQ'D

10.0'

66.0'

18.0'

5.0'

85.0'

LANDSCAPED ISLAND REQ'D

NEW 17,000SF BUILDING

LANDSCAPED ISLAND REQ'D

9.0'

5.0'

18.0'

43.9'

52.1'

EXISTING FENCE

DOG PARK

50'-0"

SWEET BAY MAGNOLIA REQ'D

10.0'

SWEET BAY MAGNOLIA REQ'D

75.0'

200.0'

20.0'

49.9'

12.1'

24.0'

INTEGRAL CURB REQ'D

CONCRETE DUMPSTER PAD W/ MASONRY ENCLOSURE, GATES TO BE CHAIN LINK W/ VINYL SLATES REQ'D (SEE UTILITY PLAN FOR HOT AND COLD WATER CONNECTIONS) SEE SHEET C7.1

N 69d07'47" E 395.57 ft

N 03d33'48" W 365.72 ft

S 14°07'23" W — 1.15'

N 85°49'27" W — 309.00'

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)

1 inch = 30 ft.

PERMIT SET FOR REVIEW PURPOSES ONLY

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	2/19/26	PERMIT SET	SM

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SITE PLAN

KeithCo, Inc.
US Highway 49 / Stokes Drive
City of Hattiesburg,
Forrest County, Mississippi

SHEET NO. C4.0

PROJ. NO.: 74622122 | DRAWN BY: SDM | CHECKED BY: JCA | SCALE: NONE | DATE: FEB., 2026

Drawing Location: C:\Users\smurray\Desktop\Clearpoint\74622122-Keithco Hattiesburg\DWG\74622122-CIVIL.dwg

GRATE INLET REQ'D
TOP = 267.10'
INV = 262.70'

GRATE INLET REQ'D
TOP = 268.80'
INV = 263.00'

18" HP PIPE
INV = 261.00'

40 L.F. 12" HP PIPE
@ 0.5% REQ'D
INV. IN = 259.80'
INV. OUT= 259.60'

18" HP PIPE
INV = 262.00'

120 L.F.-18" HP PIPE @1.0%

GRATE INLET REQ'D
TOP = 270.50'
INV = 267.50'

350 L.F.-15" HP PIPE @1.0%

EOP=271.2'

REMOVE STOKES
DRIVE CONNECTION

NEW
DRIVE
CONNECTION

GRATE INLET REQ'D
TOP = 270.50'
INV = 267.50'

106 L.F.-15" HP PIPE @0.5%

HIGH
POINT

GRATE INLET REQ'D
TOP = 270.50'
INV = 268.00'

FLUSH CONNECTION
AT SIDEWALK AND
PAVEMENT REQ'D

BUILDING
FFE=273.0'

EOP=273.0'

EOP=271.6'

EOP=272.4'

300 L.F.-15" HP PIPE @0.33%

EOP=272.4'

GRATE INLET REQ'D
TOP = 271.00'
INV = 268.50'

SWALE @ 1.0%
SLOPE REQ'D

S 20d53'13" E
400.44 ft

N 69d07'43" E
395.57 ft

N 0d33'46" W
365.72 ft

SECTION 3, T3N, R13W

SECTION 2, T3N, R13W

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

PERMIT SET FOR REVIEW
PURPOSES ONLY

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	2/19/26	PERMIT SET	SM

CLEARPOINT ENGINEERS
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GRADING PLAN

KeithCo, Inc.
US Highway 49 / Stokes Drive
City of Hattiesburg,
Forrest County, Mississippi

SHEET NO.
C5.0

PROJ. NO.: 74622122 | DRAWN BY: SDM | CHECKED BY: JCA | SCALE: NONE | DATE: FEB., 2026

Drawing Location: C:\Users\smurray\Desktop\Clearpoint\74622122-Keithco Hattiesburg\DWG\74622122-CIVIL.dwg

SEWER MANHOLE
RIM=270.14'
8" PCV(SW)=263.64'
8" PCV(NE)=263.54'

SEWER MANHOLE
RIM=271.73'
8" PCV(SW)=250.33'
8" PCV(NW)=250.23'

SEWER MANHOLE
RIM=267.20'
8" PCV(SE)=246.70'
8" PCV(SW)=247.00'
8" PCV(NW)=246.60'

SEWER MANHOLE
RIM=269.46'
8" PCV(SW)=263.39'
8" PCV(NE)=263.29'

EX. HDD OPTIC

Benchmark-North Flange Bolt of FH
EL=271.30'

Benchmark-North Flange Bolt of FH
EL=272.45'

EX. OVERHEAD ELECTRIC

REMOVE STOKES DRIVE CONNECTION

Underground Power from Pole

CONNECT TO EXISTING SEWER MANHOLE @ INV 12" ABOVE BOTTOM OF MANHOLE (COORDINATE WITH CITY OF HATTIESBURG FOR CONNECTION DETAILS, AND FEES

1" IRRIGATION METER (COORDINATE WITH CITY OF HATTIESBURG FOR SPECIFICATIONS, CONNECTION DETAILS, AND FEES. CONTACT CITY OF HATTIESBURG WATER (601-545-4542)

2" WATER METER & SERVICE (COORDINATE WITH CITY OF HATTIESBURG FOR SPECIFICATIONS, CONNECTION DETAILS, AND FEES. CONTACT CITY OF HATTIESBURG WATER (601-545-4542)

NEW DRIVE CONNECTION

S 20d53'13" E
400.44 ft

6" SEWER SERVICE REQ'D @ 1.0% MIN SLOPE

PROPOSED 2" SCH. 40 PVC WATER SERVICE REQ'D. (SEE ARCH./MECH. DRAWINGS FOR CONTINUATION)

Michael Powell and Raul Christopher Powell
DB 3019, PG 80

N 6640'43" E
395.57 ft

SEE M.E.P. DRAWINGS FOR CONTINUATION

BUILDING
FFE=273.0'

1,000 GALLON GREASE TRAP REQ'D

CO

6" SEWER SERVICE REQ'D @ 1.0% MIN. SLOPE

6" SEWER SERVICE (GREASE LINE) REQ'D @ 1.0% MIN SLOPE

HOT AND COLD WATER SUPPLY FROM EXISTING BUILDING REQ'D (SEE MECH. DRAWINGS FOR CONTINUATION)

2"SCHEDULE 40 PVC WATER SERVICE (COLD) REQ'D

2"SCHEDULE 40 PVC WATER SERVICE (HOT) REQ'D

SEWER CLEAN-OUT (TRAFFIC RATED) REQ'D (TYP) INV = 27.00

6" SEWER SERVICE REQ'D @ 1.0% MIN. SLOPE

HOT AND COLD WATER HOSE BIBS REQ'D (SEE MECH. DRAWINGS FOR CONTINUATIO

SEWER CLEAN-OUT (TRAFFIC RATED) REQ'D (TYP) INV = 31.50

6" SEWER SERVICE REQ'D @ 1.0% MIN. SLOPE

NOTE: COORDINA
GRINDER PUMP
(MG200 OR APPR
GREASE INTERC
REQ'D

RAP

EX. GRAVEL

EX. GRAVEL

N 89d39'27" W — 500.00'

N 0d33'48" W
365.72 ft

N 0d36'51" E — 278.00'

Laura Knox
DB 3800, PG 1914

SECTION 3, T3N, R13W

SECTION 2, T3N, R13W

NW 1/4 - SW 1/4

SW 1/4 - SW 1/4

Thomas A. Stokes and James Spencer Walker
DB 836, PG 242

Gate

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

PERMIT SET FOR REVIEW PURPOSES ONLY

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	2/19/26	PERMIT SET	SM

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UTILITY PLAN

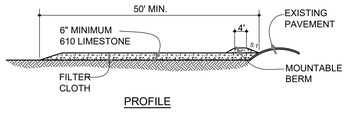
KeithCo, Inc.
US Highway 49 / Stokes Drive
City of Hattiesburg,
Forrest County, Mississippi

SHEET NO.
C6.0

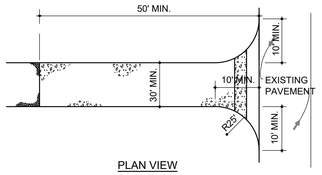
PROJ. NO.: 74622122 | DRAWN BY: SDM | CHECKED BY: JCA | SCALE: NONE | DATE: FEB., 2026

Drawing Location: C:\Users\smurray\Desktop\Clearpoint\74622122-Keithco Hattiesburg\DWG\74622122-CIVIL.dwg

610 LIMESTONE IS NOT REQUIRED
FOR CONSTRUCTION EXIT



PROFILE

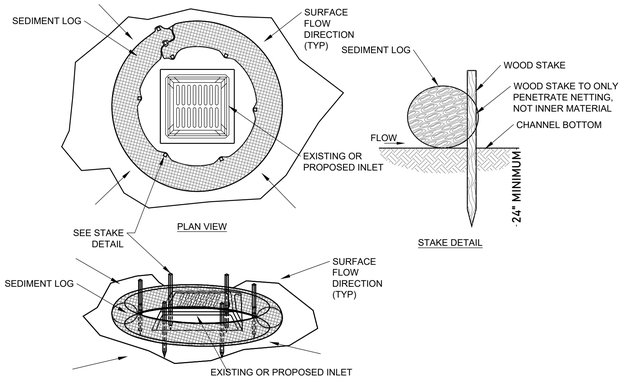


PLAN VIEW

STABILIZED CONSTRUCTION EXIT

1. STONE SIZE - USE #2 STONE, OR RECLAIMED OR RECYCLED CONCRETE EQUIVALENT.
2. LENGTH - AS REQUIRED, BUT NOT LESS THAN 50 FEET.
3. DEPTH - NOT LESS THAN SIX (6) INCHES.
4. WIDTH - THIRTY (30) FOOT MINIMUM, BUT NOT LESS THAN THE FULL WIDTH AT POINTS WHERE INGRESS OR EGRESS OCCURS.
5. FILTER CLOTH - WILL BE PLACED OVER THE ENTIRE AREA PRIOR TO PLACING OF STONE.
6. SURFACE WATER - ALL SURFACE WATER FLOWING OR DIVERTED TOWARD CONSTRUCTION ENTRANCES SHALL BE PIPED ACROSS THE ENTRANCE. IF PIPING IS IMPRACTICAL, A MOUNTABLE BERM WITH 5:1 SLOPES WILL BE PERMITTED.
7. MAINTENANCE - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEAN OUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHT-OF-WAY MUST BE REMOVED IMMEDIATELY.
8. WASHING - WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHTS-OF-WAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE AND WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.
9. PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN.

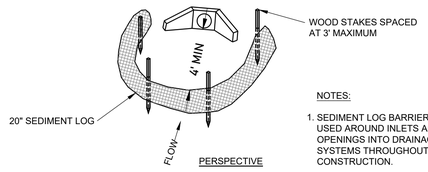
1 TEMPORARY CONSTRUCTION EXIT
SCALE: NOT TO SCALE



PLAN VIEW

STAKE DETAIL

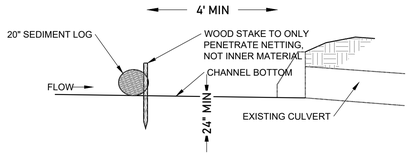
3 SEDIMENT LOG INLET PROTECTION
SCALE: NOT TO SCALE



PERSPECTIVE

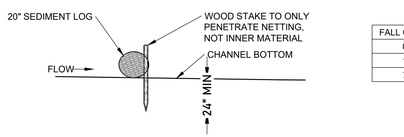
NOTES:

1. SEDIMENT LOG BARRIER TO BE USED AROUND INLETS AND OTHER OPENINGS INTO DRAINAGE SYSTEMS THROUGHOUT CONSTRUCTION.

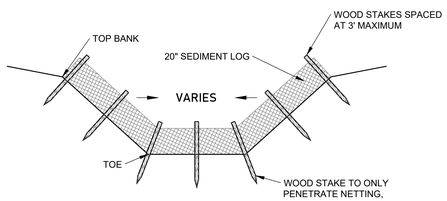


CROSS SECTION

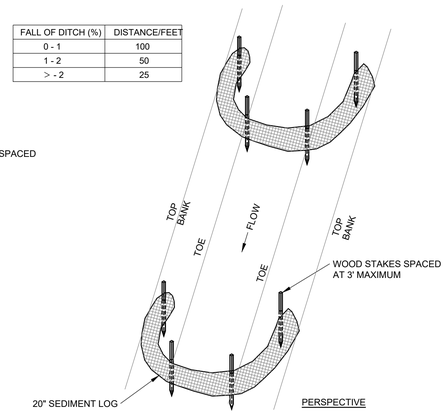
4 SEDIMENT LOG CULVERT SEDIMENT BARRIER
SCALE: NOT TO SCALE



FALL OF DITCH (%)	DISTANCE/FEET
0 - 1	100
1 - 2	50
> - 2	25



CROSS SECTION



PERSPECTIVE

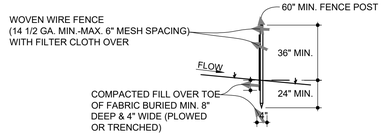
2 SEDIMENT LOG DITCH CHECK
SCALE: NOT TO SCALE

CONSTRUCTION NOTES FOR FABRICATED SILT FENCE

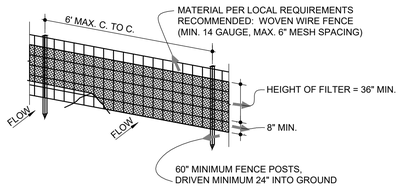
1. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR STAPLES.
2. FILTER CLOTH TO BE FASTENED SECURELY TO SILT FENCE WITH TIES SPACED EVERY 24" AT TOP AND MID-SECTION.
3. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED BY (6) INCHES AND FOLDED.
4. LOCATE POSTS DOWNSLOPE OF FABRIC FOR FENCE SUPPORT.
5. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE.

   POSTS: STEEL EITHER "T" OR "U" TYPE
   POSTS: LOCATED MAXIMUM 6' O. C.
   FENCE: PER LOCAL REQUIREMENTS OR WOVEN WIRE, 14 GA. 6" MAX. MESH OPENING
   FILTER CLOTH: FILTER X, MIRAFI 100X, STABI-LINKA T140N OR APPROVED EQUAL.
   PREFABRICATED UNIT: GEOFAB, ENVIROFENCE, OR APPROVED EQUAL.

6. INDICATED ON EROSION CONTROL PLANS AS "SF"



WIRE BACKING NOT REQUIRED ON SILT FENCE.



7 SILT FENCE EROSION PROTECTION
SCALE: NOT TO SCALE

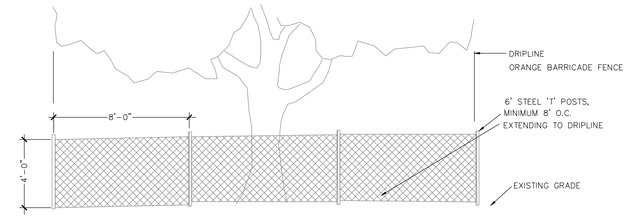
1. ALL NEWLY CUT AND/OR FILLED AREAS LACKING ADEQUATE VEGETATION SHALL BE SEEDED, FERTILIZED, MULCHED AND/OR SODDED AS REQUIRED TO EFFECTIVELY PREVENT SOIL EROSION.
2. SILT FENCES AND HAY BALES SHALL BE USED AS SHOWN AND AS DIRECTED BY THE ENGINEER TO CONTROL SOIL EROSION.
3. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN EROSION CONTROL DURING CONSTRUCTION BY THE PLACEMENT OF SILT FENCES AND/OR HAY BALES WHERE NECESSARY TO PREVENT DOWNSTREAM SILTATION OF ANY DITCHES, PIPES, DRAINAGE STRUCTURES, OR ADJACENT PROPERTIES. THE CONTRACTOR SHALL PROVIDE ANY ADDITIONAL EROSION CONTROL AS NEEDED OR AS DIRECTED BY THE ENGINEER.
4. THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING TO THE STATE OF MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY (MDEQ) OFFICE OF POLLUTION CONTROL (OPC) STORM WATER CONSTRUCTION GENERAL PERMIT FOR ALL EROSION CONTROL DURING CONSTRUCTION ACTIVITIES.
5. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING EROSION CONTROL DEVICES AND REPORTING ANY MAINTENANCE AS REQUIRED BY THE STATE OF MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY (MDEQ) OFFICE OF POLLUTION CONTROL (OPC) STORM WATER CONSTRUCTION GENERAL PERMIT DURING CONSTRUCTION ACTIVITIES.
6. PROVISIONS SHALL BE MADE TO PROTECT DOWNSTREAM WATERCOURSES (I.E., STORM SEWER SYSTEMS, DITCHES, WETLANDS, ETC.) FROM SEDIMENT RUNOFF DEVELOPED FROM THE CONSTRUCTION PROCESS. PROVISIONS INCLUDE, BUT ARE NOT LIMITED TO, STRUCTURAL CONTROLS SUCH AS SILT FENCING, GEOTEXTILE FABRIC PROTECTION OF STORM SEWERS, HAY BALES, DIKES AND SANDBAG BERMS; AND/OR VEGETATION CONTROLS SUCH AS SEEDING OR EXISTING VEGETATIVE BUFFER STRIPS (MINIMUM 25 FEET WIDE).
7. PRIOR TO START OF CONSTRUCTION, CONTRACTOR SHALL INSTALL EROSION AND SEDIMENTATION CONTROLS AT LOCATIONS SHOWN ON PLANS.
8. CONTRACTOR SHALL PERFORM DAILY STREET CLEANING ON ROADS AND STREETS ADJACENT TO THE PROJECT WHICH ARE USED AS ACCESS ROUTES FOR CONSTRUCTION TRAFFIC IF DIRT AND MUD IS NOT ADEQUATELY REMOVED FROM VEHICLES AT THE STABILIZED CONSTRUCTION EXITS.
9. LOCATE FUEL/MATERIAL STORAGE AREAS AWAY FROM STORMWATER CONVEYANCE SYSTEMS. USE A MINIMUM 60 MIL POLYETHYLENE LINER UNDER ABOVE GROUND STORAGE TANKS. USE 2 FOOT HIGH BERMS AROUND FUEL STORAGE AREAS.
10. CONTRACTOR WILL ADVISE OWNER IMMEDIATELY, VERBALLY, AND IN WRITING, OF ANY FUEL SPILLS ONTO THE PROJECT/CONSTRUCTION AREA AND THE ACTIONS TAKEN TO REMEDY THE PROBLEM.
11. CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL ENVIRONMENTAL LAWS.
12. CONTRACTOR IS RESPONSIBLE FOR DISPOSING OF FUELS, MATERIALS AND CONTAMINATED EXCAVATIONS IN A LEGALLY APPROVED MANNER.
13. CONTRACTOR SHALL INSPECT ALL STRUCTURAL CONTROLS WITHIN 24 HOURS AFTER ANY STORM EVENT THAT MEETS OR EXCEEDS 0.5 INCHES OF RAINFALL IN A 24 HOUR PERIOD. DURING PROLONGED RAINFALL EVENTS, CONTRACTOR SHALL INSPECT STRUCTURAL CONTROLS ON A DAILY BASIS. AT A MINIMUM, STRUCTURAL CONTROLS SHOULD BE INSPECTED ONCE EVERY 14 CALENDAR DAYS. A QUALIFIED REPRESENTATIVE OF THE CONTRACTOR, AS APPROVED BY THE OWNER, SHALL PROVIDE THESE INSPECTIONS. SHOULD CONTROLS BECOME INEFFECTIVE, NECESSARY REPAIRS SHALL BE PERFORMED TO RETURN THE INTEGRITY OF THE STRUCTURAL CONTROLS. REMOVE ALL SEDIMENT IF IT ACCUMULATES TO 1/3 THE HEIGHT OF THE SILT FENCE.
14. CONTRACTOR SHALL MAINTAIN, REPAIR AND/OR REPLACE DAMAGED EROSION AND SEDIMENTATION CONTROL SYSTEMS THROUGHOUT THE DURATION OF THE CONTRACT, NO SEPARATE PAY.
15. CONTRACTOR WILL PROVIDE PROTECTED STORAGE AREAS FOR CHEMICALS, PAINTS, SOLVENTS, FERTILIZERS AND OTHER POTENTIALLY TOXIC MATERIALS.
16. EQUIPMENT STAGING AREA TO BE DESIGNATED BY CONTRACTOR AND APPROVED BY OWNER PRIOR TO CONSTRUCTION.
17. AT COMPLETION OF THE CONTRACT, OWNER AND/OR OWNER'S REPRESENTATIVE WITH THE CONTRACTOR SHALL EXAMINE EROSION AND SEDIMENTATION CONTROL SYSTEMS BEFORE RELIEVING CONTRACTOR OF HIS MAINTENANCE RESPONSIBILITIES.
18. CONTRACTOR SHALL SOLID SOD DISTURBED AREAS IMMEDIATELY AFTER REACHING FINAL GRADE.

5 EROSION CONTROL NOTES
SCALE: NOT TO SCALE

TREE PROTECTION NOTES:
1. THE CRITICAL ROOT AREA OF THE TREES THAT ARE INDICATED TO REMAIN MUST BE PROTECTED, AT A MINIMUM, BY A PROTECTIVE FENCE LOCATED AT A RADIUS MEASURED 1.25 FEET FOR EVERY INCH IN DIAMETER OF THE TREE, OR AT THE DRIP LINE, WHICHEVER IS GREATER. FOR A GROUP OF TREES, A PROTECTIVE FENCE SHALL BE PLACED OUTSIDE THE CRITICAL ROOT RADIUS OF ALL TREES IN THE GROUP.

2. AFTER THE AREAS TO BE SELECTIVELY CLEARED ARE COMPLETED, THE CONTRACTOR SHALL INSTALL THE TREE BARRIER AS INDICATED AROUND THOSE AREAS.

3. ALL TREE PROTECTION FENCING SHALL BE IN PLACE PRIOR TO THE ISSUANCE OF A GRADING PERMIT AND SHALL BE MAINTAINED IN GOOD WORKING ORDER UNTIL ALL CONSTRUCTION ACTIVITY IS COMPLETED. ANY REQUIRED EROSION CONTROL MEASURES SHALL BE PLACED OUTSIDE OF ANY TREE PROTECTION FENCING.



6 TREE PROTECTION - ORANGE BARRIER DETAIL
SCALE: NOT TO SCALE

PERMIT SET FOR REVIEW PURPOSES ONLY

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	2/19/26	PERMIT SET	SM

CLEARPOINT ENGINEERS
6652 Highway 98 | Hattiesburg, MS 39402
t 601.261.2609 | clearpointengineers.com

EROSION CONTROL DETAILS

KeithCo, Inc.
US Highway 49 / Stokes Drive
City of Hattiesburg,
Forrest County, Mississippi

SHEET NO. C7.0

PROJ. NO.: 74622122 | DRAWN BY: SDM | CHECKED BY: JCA | SCALE: NONE | DATE: FEB., 2026

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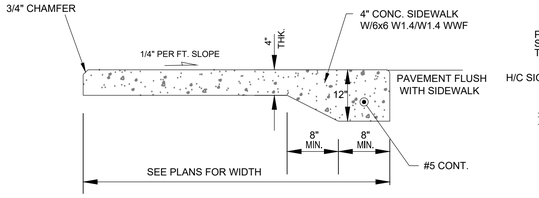
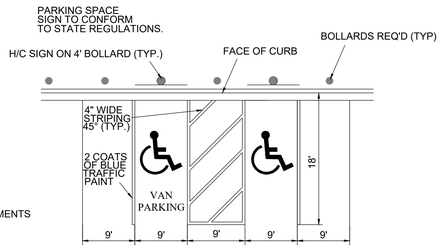
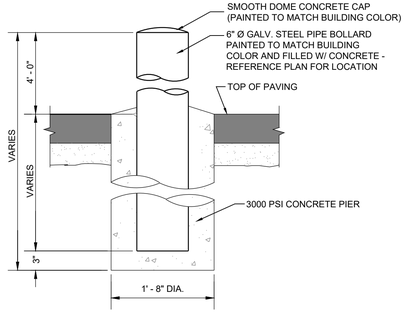


NOTES:
1. PROVIDE CONTRACTION JOINTS AT 5'-0" O.C. MAX
2. ALL SIDEWALK SLOPES AND WIDTHS SHALL MEET ADA REQUIREMENTS

SIDEWALK DETAIL

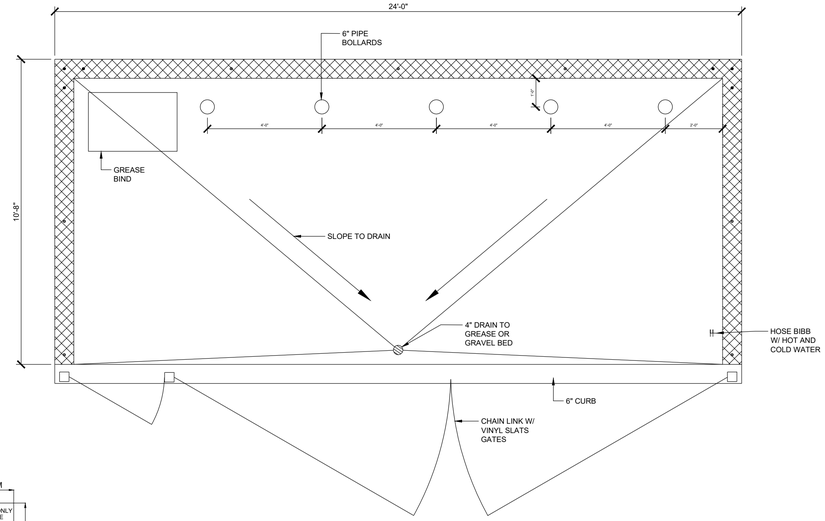


HANDICAP STRIPING



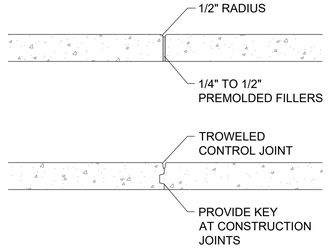
EXTERIOR PIPE BOLLARD DETAIL

NOT TO SCALE

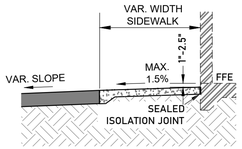


DUMPSTER PLAN

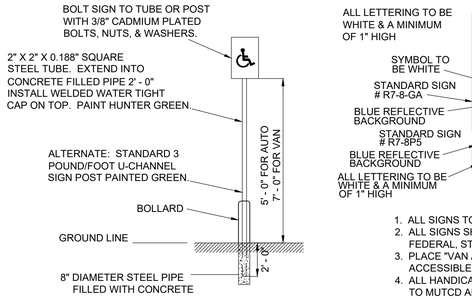
NOT TO SCALE

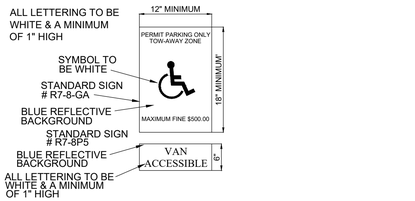


TYPICAL SIDEWALK JOINTS



SECTION FOR PAVED SIDEWALK ADJACENT TO BUILDING

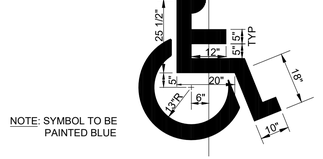




1. ALL SIGNS TO BE 0.080" THICK ALUMINUM.
2. ALL SIGNS SHALL CONFORM WITH ALL CURRENT A.D.A., FEDERAL, STATE, AND LOCAL CODES & REGULATIONS.
3. PLACE "VAN ACCESSIBLE" SIGN IN FRONT OF VAN ACCESSIBLE SPACES ONLY.
4. ALL HANDICAP STRIPING AND SIGNAGE SHALL CONFORM TO MUTCD AND ADA STANDARDS.

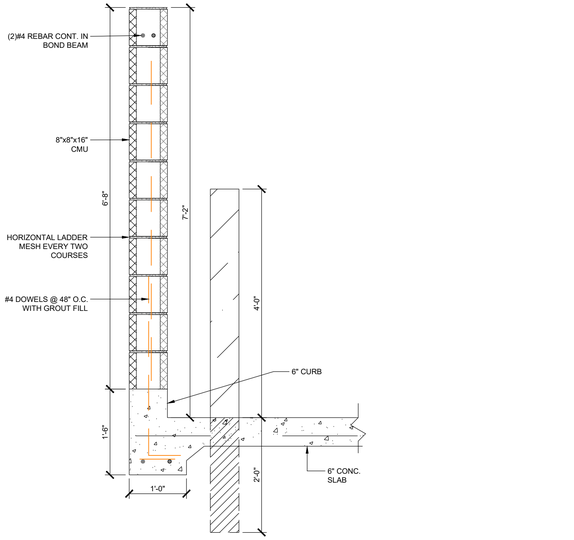
HANDICAPPED
PARKING SIGN

HANDICAP SIGN DETAILS



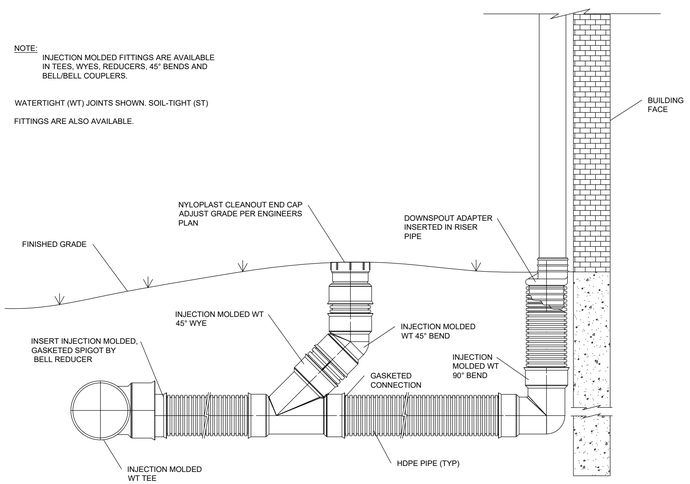
NOTE: SYMBOL TO BE PAINTED BLUE

INTERNATIONAL SYMBOL OF ACCESS



DUMPSTER PAD WALL DETAIL

NOT TO SCALE

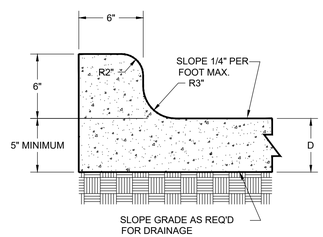


ROOF DRAIN INLET DETAIL

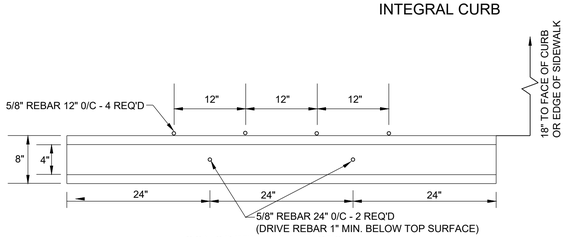
GEOMETRY OF RAISED CURB TO
VARY WITH LOCAL PRACTICE

TRANSVERSE JOINTS IN PAVEMENT TO EXTEND
THROUGH INTEGRAL CURB

SEE CURB DESIGN FOR REINFORCING DETAILS
DISCONTINUE REINFORCING AT JOINTS



INTEGRAL CURB



CONCRETE WHEEL STOP

(6'L X 8"W X 6"H)

PERMIT SET FOR REVIEW PURPOSES ONLY

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	2/19/26	PERMIT SET	SM

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MISCELLANEOUS DETAILS

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US Highway 49 / Stokes Drive
City of Hattiesburg,
Forrest County, Mississippi

SHEET NO. C7.1

PROJ. NO.: 74622122 | DRAWN BY: SDM | CHECKED BY: JCA | SCALE: NONE | DATE: FEB., 2026

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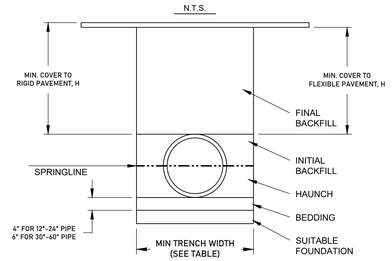


NOTES:

1. ALL PIPE SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ASTM D2321, "STANDARD PRACTICE FOR UNDERGROUND INSTALLATION OF THERMOPLASTIC PIPE FOR SEWERS AND OTHER GRAVITY FLOW APPLICATIONS", LATEST ADDITION, WITH THE EXCEPTION THAT THE INITIAL BACKFILL MAY EXTEND TO THE CROWN OF THE PIPE. SOIL CLASSIFICATIONS ARE PER THE LATEST VERSION OF ASTM D2321. CLASS IVB MATERIALS (MH, CH) AS DEFINED IN PREVIOUS VERSIONS OF ASTM D2321 ARE NOT APPROPRIATE BACKFILL MATERIALS.

2. MEASURES SHOULD BE TAKEN TO PREVENT MIGRATION OF NATIVE FINES INTO BACKFILL MATERIAL, WHEN REQUIRED.

3. FOUNDATION: WHERE THE TRENCH BOTTOM IS UNSTABLE, THE CONTRACTOR SHALL EXCAVATE TO A DEPTH REQUIRED BY THE ENGINEER AND REPLACE WITH SUITABLE MATERIAL AS SPECIFIED BY THE ENGINEER. AS AN ALTERNATIVE AND AT THE DISCRETION OF THE DESIGN ENGINEER, THE TRENCH BOTTOM MAY BE STABILIZED USING A GEOTEXTILE MATERIAL.

4. BEDDING: SUITABLE MATERIAL SHALL BE CLASS I, II, III, OR IV. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FOR MATERIAL SPECIFICATION TO ENGINEER. COMPACTION SHALL BE SPECIFIED BY THE ENGINEER IN ACCORDANCE WITH TABLE 3 FOR THE APPLICABLE FILL HEIGHTS LISTED. UNLESS OTHERWISE NOTED BY THE ENGINEER, MINIMUM BEDDING THICKNESS SHALL BE 4" (100mm) FOR 12"-24" (300mm-600mm) DIAMETER PIPE; 6" (150mm) FOR 30"-60" (750mm-900mm) DIAMETER PIPE. THE MIDDLE 1/3 BENEATH THE PIPE INVERT SHALL BE LOOSELY PLACED. PLEASE NOTE, CLASS IV MATERIAL HAS LIMITED APPLICATION AND CAN BE DIFFICULT TO PLACE AND COMPACT; USE ONLY WITH THE APPROVAL OF A SOIL EXPERT.

5. INITIAL BACKFILL: SUITABLE MATERIAL SHALL BE CLASS I, II, III, OR IV IN THE PIPE ZONE EXTENDING TO THE CROWN OF THE PIPE. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FOR MATERIAL SPECIFICATION TO ENGINEER. MATERIAL SHALL BE INSTALLED AS REQUIRED IN ASTM D2321, LATEST EDITION. COMPACTION SHALL BE SPECIFIED BY THE ENGINEER IN ACCORDANCE WITH TABLE 3 FOR THE APPLICABLE FILL HEIGHTS LISTED. PLEASE NOTE, CLASS IV MATERIAL HAS LIMITED APPLICATION AND CAN BE DIFFICULT TO PLACE AND COMPACT; USE ONLY WITH THE APPROVAL OF A SOIL EXPERT.

6. MINIMUM COVER: MINIMUM COVER, H, IN NON-TRAFFIC APPLICATIONS (GRASS OR LANDSCAPE AREAS) IS 12" (300mm) FROM THE TOP OF PIPE TO GROUND SURFACE. ADDITIONAL COVER MAY BE REQUIRED TO PREVENT FLOTATION. FOR TRAFFIC APPLICATIONS; CLASS I OR II MATERIAL COMPACTED TO 85% SPD AND CLASS III COMPACTED TO 90% SPD IS REQUIRED. FOR TRAFFIC APPLICATIONS, MINIMUM COVER, H, IS 12" (300mm) UP TO 48" (1200mm) DIAMETER PIPE AND 24" (600mm) OF COVER FOR 60" (1500mm) DIAMETER PIPE, MEASURED FROM TOP OF PIPE TO BOTTOM OF FLEXIBLE PAVEMENT OR TO TOP OF RIGID PAVEMENT.

TABLE 1, RECOMMENDED MINIMUM TRENCH WIDTHS

PIPE DIAM.	MIN TRENCH WIDTH
12" (300mm)	30" (750mm)
15" (375mm)	34" (860mm)
18" (450mm)	39" (990mm)
24" (600mm)	48" (1200mm)
30" (750mm)	56" (1420mm)
36" (900mm)	64" (1620mm)
42" (1050mm)	72" (1830mm)
48" (1200mm)	80" (2030mm)
60" (1500mm)	96" (2440mm)

TABLE 2, MINIMUM RECOMMENDED COVER BASED ON VEHICLE LOADING CONDITIONS

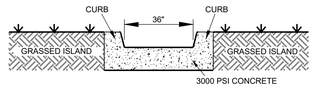
	SURFACE LIVE LOADING CONDITION	
PIPE DIAM.	H-25	HEAVY CONSTRUCTION (75T AXLE LOAD) *
12" - 48" (300mm - 1200mm)	12" (300mm)	48" (1200mm)
60" (1500mm)	24" (600mm)	60" (1500mm)

* VEHICLES IN EXCESS OF 75T MAY REQUIRE ADDITIONAL COVER

TABLE 3, MAXIMUM COVER FOR ADS HP STORM PIPE, ft

		CLASS I	CLASS II		CLASS III		CLASS IV
PIPE DIA	COMPACTED	95%	90%	85%	95%	90%	95%
12" (300mm)	41 (12.5m)	29 (8.8m)	21 (6.4m)	10 (3.0m)	22 (6.7m)	12 (3.7m)	11 (3.4m)
15" (375mm)	44 (13.4m)	30 (9.1m)	22 (6.7m)	10 (3.0m)	23 (7.0m)	13 (4.0m)	12 (3.7m)
18" (450mm)	38 (11.6m)	26 (7.9m)	19 (5.8m)	9 (2.7m)	20 (6.1m)	12 (3.7m)	11 (3.4m)
24" (600mm)	32 (9.8m)	23 (7.0m)	16 (4.9)	9 (2.7m)	17 (5.2m)	11 (3.4m)	10 (3.0m)
30" (750mm)	35 (10.7m)	25 (7.6m)	18 (5.5m)	9 (2.7m)	18 (5.5m)	12 (3.7m)	11 (3.4m)
36" (900mm)	31 (9.5m)	22 (6.7m)	15 (4.6m)	9 (2.7m)	16 (4.9m)	11 (3.4m)	10 (3.0m)
42" (1050mm)	33 (10.1m)	23 (7.0m)	17 (5.2m)	8 (2.4m)	17 (5.2m)	11 (3.4m)	10 (3.0m)
48" (1200mm)	31 (9.5m)	22 (6.7m)	15 (4.6m)	8 (2.4m)	16 (4.9m)	11 (3.4m)	10 (3.0m)
60" (1500mm)	36 (11.0m)	25 (7.6m)	17 (5.2m)	8 (2.4m)	18 (5.5m)	11 (3.4m)	10 (3.0m)

FILL HEIGHT TABLE GENERATED USING AASHTO SECTION 12, LOAD RESISTANCE FACTOR DESIGN (LRFD) PROCEDURE WITH THE FOLLOWING ASSUMPTIONS:
NO HYDROSTATIC PRESSURE
UNIT WEIGHT OF SOIL (γs) = 120 PCF



CURBED FLUME DETAIL

ADS, Inc. Drainage Handbook
Table 5-2
Classes of Embedment and Backfill Materials

ASTM D2321(A) (CSA B182.11) Class		ASTM D2487 Notation	ASTM D2487 Description	AASHTO M43 Notation	AASHTO M145 Notation	BNQ 2560	ASTM Dm 2321 (A) (CSA B182.11) Percentage Passing Sieve Sizes 1 ½ in. (40mm)	3/8" (9.5mm)	No. 4 (4.75mm)	No. 200 (0.075 mm)	Atterberg Limits LL	PI	Coefficients Cu	Cc
I(B)	Crushed rock, angularC	N/A	Angular crushed stone or rock, crushed gravel, crushed slag; large voids with little or no fines	5, 56, 57(D), 6, 67(D)	N/A		100%	≤25%	≤15%	<12%	Non Plastic		N/A	
II	Clean, coarse-grained soils	GW	Well-graded gravel, gravel-sand mixtures; little or no fines	5, 6	A1, A3	CG-14 , MG-20	100%		<50% of "Coarse Fraction"	<5%	Non Plastic		>4	1 to 3
		GP	Poorly-graded gravels, gravel-sand mixtures; little or no fines	56, 57, 67									<4	<1 or >3
		SW	Well-graded sands, gravelly sands; little or no fines						>50% of "Coarse Fraction"				>6	1 to 3
		SPF	Poorly-graded sands, gravelly sands; little or no fines										<6	<1 or >3
	Coarse- Grained Soils, borderline clean to w/fines	GW- GC, SP-SM	Sands and gravels which are borderline between clean and with fines	N/A			100%		Varies	5% to 12%	Non Plastic		Same as for GW, GP, SW and SP	
III	Coarse-grained soils with fines	GM	Silty gravels, gravel-sand-silt mixtures	Gravel & sand with <10% fines	A-2-4, A-2-5, A-2-6, or A-4 or A-6 soils with more than 30% retained on #200 sieve		100%		<50% of "Coarse Fraction"	12% to 50%	N/A	<4 or <"A" Line	N/A	
		GC	Clayey gravels, gravel-sand-clay mixtures									<7 & >"A" Line		
		SM	Silty sands, sand-silt mixtures						>50% of "Coarse Fraction"			>4 or <"A" Line		
		SC	Clayey sands, sand- clay mixtures									>7 & >"A" Line		
	Inorganic fine-grained soils	ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands, silts with slight plasticity						100%	> 30% (Retained)	<50	<4 or <"A" Line		
		CL	Inorganic clays of low to medium plasticity; gravelly, sandy, or silty clays; lean clays							> 30% (Retained)		>7 & >"A" Line		
IV(E)	Inorganic fine-grained soils	ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands, silts with slight plasticity	N/A	A-2-7 or A-4 or A-6 soils with 30% or less retained on #200 sieve		100%		100%	< 30% (Retained)	<50	<4 or <"A" Line	N/A	
		CL	Inorganic clays of low to medium plasticity; gravelly, sandy, or silty clays; lean clays	N/A								>7 & >"A" Line		
V (G)	Inorganic fine-grained soils	MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts	N/A	A5, A7		100%		100%	>50%	>50	<"A" Line	N/A	
		CH	Inorganic clays of high plasticity, fat clays	N/A								>"A" Line		
	Organic soils or Highly organic soils	OL	Organic silts and organic silty clays of low plasticity	N/A			100%		100%	>50%	<50	<4 or <"A" Line	N/A	
		OH	Organic clays of medium to high plasticity, organic silts	N/A							>50	<"A" Line		
		PT	Peat and other high organic soils	N/A										

ADS, Inc. Drainage Handbook
Notes:
A) Refer to ASTM D2321 / CSA B182.11/ BNQ 2560 for more complete soil descriptions.
B) Class I materials allow for a broader range of fines than previous versions of D2321 / B182.11. When specifying class I material for infiltration systems, the engineering shall include a requirement for an acceptable level of fines.
C) All particle faces shall be fractured.
D) Assumes less than 25% passes the 3/8" sieve.
E) Class IV materials require a geotechnical evaluation prior to use and should only be used as backfill under the guidance of a qualified engineer.
F) Uniform fine sands (SP) with more than 50%%% passing a 100 sieve behave like silts and should be treated as Class III soils if allowed.
G) Class V materials shall not be permitted as bedding and backfill material.

ADS, Inc., August 2016

HIGH PERFORMANCE (HP) STORM TRENCH INSTALLATION DETAILS AND BACKFILL SPECIFICATIONS

PERMIT SET FOR REVIEW PURPOSES ONLY

REVISIONS

NO.	DATE	DESCRIPTION	BY
1	2/19/26	PERMIT SET	SM

CLEARPOINT ENGINEERS
6652 Highway 98 | Hattiesburg, MS 39402
t 601.261.2609 | clearpointengineers.com

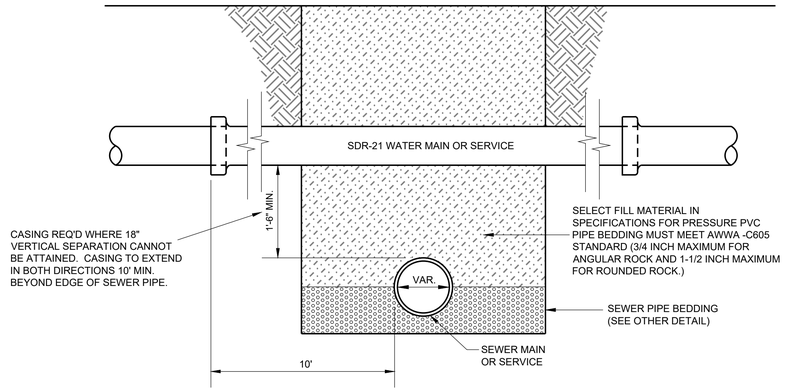
DRAINAGE DETAILS

KeithCo, Inc.
US Highway 49 / Stokes Drive
City of Hattiesburg,
Forrest County, Mississippi

SHEET NO. C7.2

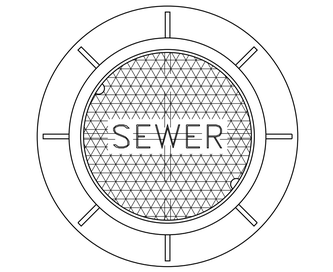
PROJ. NO.: 74622122 | DRAWN BY: SDM | CHECKED BY: JCA | SCALE: NONE | DATE: FEB., 2026

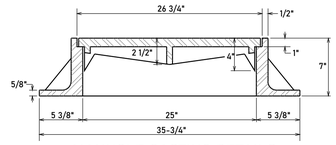
Drawing Location: C:\Users\smurray\Desktop\Clearpoint\74622122-Keithco Hattiesburg\DWG\74622122-CIVIL.dwg



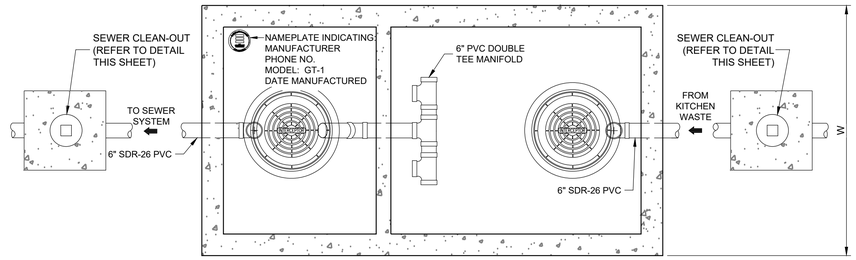
WATER-SEWER SEPARATION

NOTE: MANHOLE RING & COVER TO RATED FOR HEAVY DUTY TRAFFIC LOADING AND SHALL CONFORM TO LOCAL MUNICIPALITY STANDARDS.

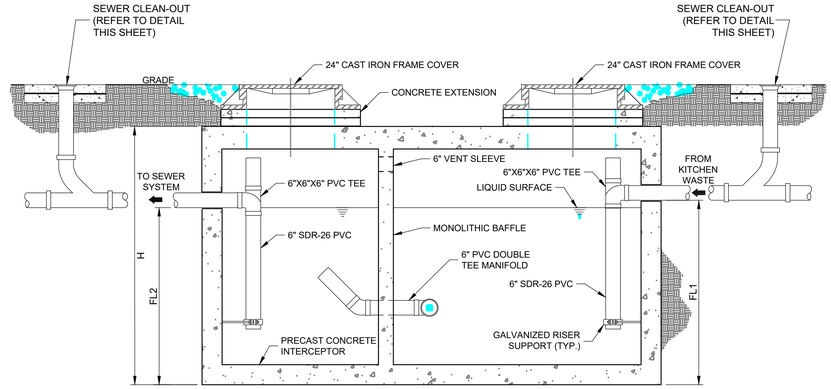




MANHOLE CASTING DETAILS



PLAN VIEW



ELEVATION VIEW

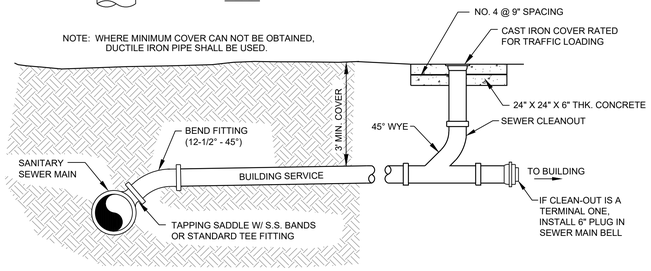
GREASE INTERCEPTOR SCHEDULE

I.D.	CAPACITY USGal	GREASE CAP. (LBS)	EMPTY WT (LBS)	LENGTH L	WIDTH W	HEIGHT H	INLET FL1	OUTLET FL2
GT-1	1,000	2,300	13,350	8'-8"	5'-0"	6'-0"	4'-9"	4'-6"

GREASE TRAP DETAIL

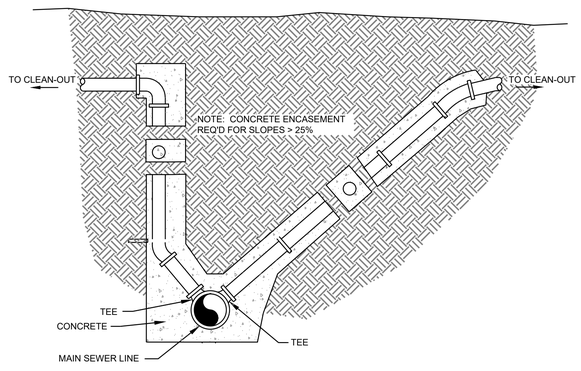
PIPE BEDDING DETAILS

PLAN

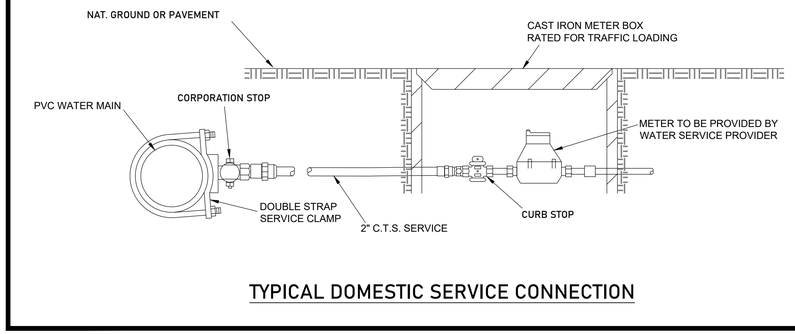


ELEVATION

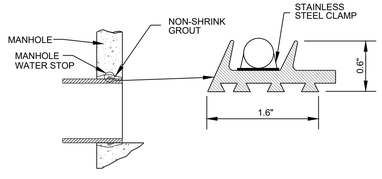
SEWER SERVICE CONNECTION AND CLEAN-OUT DETAILS



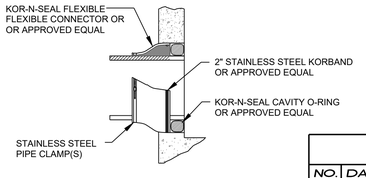
SEWER SERVICE DETAILS FOR DEEP SEWERS



TYPICAL DOMESTIC SERVICE CONNECTION



WATERSTOP CONNECTION (EXISTING AND STRADDLE MANHOLES)



FLEXIBLE CONNECTION (NEW MANHOLES)

PIPE CONNECTION TO MANHOLE DETAILS

PERMIT SET FOR REVIEW PURPOSES ONLY

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	2/19/26	PERMIT SET	SM

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t 601.261.2609 | clearpointengineers.com

WATER AND SEWER DETAILS

KeithCo, Inc.
US Highway 49 / Stokes Drive
City of Hattiesburg,
Forrest County, Mississippi

SHEET NO. C7.3

PROJ. NO.: 74622122 | DRAWN BY: SDM | CHECKED BY: JCA | SCALE: NONE | DATE: FEB., 2026

Drawing Location: C:\Users\smurray\Desktop\Clearpoint\74622122-Keithco Hattiesburg\DWG\74622122-CIVIL.dwg

URBAN DEVELOPMENT
PLANNING DIVISION

Site and Design Review Committee Minutes

Today's Date: 3/26/2026

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: RESUMBIT

SITE: 0326-0340

Project: Keiths Fueling Station

Address: Hwy 49 and Stokes Drive

Presented by: John Anglin, Keith Conerly, Josh Lanehart

Use Designation: Fueling Station

PPIN: 27634, 27635, 27636, 37556

Flood Zone: X

Historic District: N/A

Elevation Certificate Required: No

County: Forrest

Ward: 5

Construction type: New Construction

Zoning: B-5

Estimated Cost: TBD

ADDITIONAL APPROVAL NOTES:

1. **Planning Division:**
    a. **Requirement 1** – Curb Cut and Driveways
        i. Driveways- 50ft wide is too wide
            1. *LDC 7.5.2.3 "Two-way driveway entrances shall be a maximum of 24 feet wide."*
            2. *LDC 7.5.2.4 "Three-way driveway entrances shall be a maximum of 36 feet wide."*
        ii. Mississippi Department of Transportation (MDOT) permit for any work in MDOT ROW required for site plan approval.
            1. Staff are currently working on changes to code for flexibility for MDOT required drives, but it is not in place currently
            2. The current solution would be to seek a variance for the driveway width for each driveway
                a. Public Hearing Information
                    i. May 6th Public Hearing
                        1. Application Deadline- March 30, 2026
    b. **Requirement 2** – Sidewalk
        i. Sidewalk Requirement
            1. *LDC 7.6.1.1 "Sidewalks shall be provided along all public streets on the entire frontage of a development site and align with existing sidewalks on adjacent properties including both frontages on corner lots. Minimum sidewalk width is five feet. Additional width may be required as determined by Site and Design Review. Where on-site construction is impractical or unnecessary, developers may contribute to the Sidewalk Bank Fee-in-Lieu Program, subject to approval."*
                a. Sidewalk Bank Fee-in-Lieu Information (eligible by right)- 450 ft frontage
                    i. In lieu of building the sidewalk on the property, a fee can be paid to contribute to the sidewalk bank.
                    ii. City will provide a quote for the sidewalk, if it were to be built on the property.
                        1. Applicant can also get 3 quotes from contractors (quote would be the same level of sidewalk work), and an average can be taken in lieu of the city's quote.

2. *LDC 7.6.1.3 "Where sidewalks are not yet present on adjacent sites, sidewalks shall be constructed at least five feet behind the curb to allow for landscaping and street trees. If sidewalks are present on adjacent properties, the new sidewalk shall connect to the existing sidewalk."*

ii. Sidewalks required to go to edge of property line

iii. Sidewalks cannot be just a painted striped walkway as proposed on site plan

1. *LDC 7.6.1.5 "Sidewalks shall be composed of broom finished. Asphalt sidewalks are prohibited."*

iv. Sidewalk on ROW to connect to the building.

1. *7.6.2.1 "Internal pedestrian circulation shall be provided to create interconnected walkways safely conveying pedestrians from adjacent streets and parking areas to the site destination."*
2. *7.6.2.2 "Material may include brick, pavers, tile, stone, or stamped or brush finished concrete. The use of asphalt, cinderblock, and gravel is prohibited."*
3. *7.6.2.3 "Crosswalks shall be designated by white pavement striping or materials of a different color and texture from the surrounding surface but conforming to the overall color scheme of the development."*

v. Installation of sidewalk option:

1. Mississippi Department of Transportation (MDOT) permit for any work in MDOT ROW required for site plan approval.
2. If MDOT does not approve the sidewalk, the sidewalk can be placed on private property, and a maintenance easement and public access can be recorded with the county for the city to maintain.

vi. Fee in Lieu option:

1. The City Engineer will provide a quote to applicants for the fee in lieu. Applicants will have 45 days to pay the city. Payment must be received before site plan approval can be granted.

c. Requirement 3 – Landscaping

i. End Cap Landscape Islands

1. *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)"*
2. Landscape islands with 1 large tree each are needed on each end of north parking spaces
3. Landscape islands needed on all parking end caps—240sqft

ii. Interior Landscaping

1. Confirm interior landscaping calculation is exclusive of landscape islands.
    a. See LDC 7.10.1
    b. Show on the landscape plan the calculations for all (landscape islands, non-landscape islands, etc.)
    c. 720sqft of landscaping needed for 36 proposed parking spaces

d. Requirement 4 – Other Plans Needed

i. Landscaping Plan

ii. Lighting Plan

1. See LDC 7.7 Site Lighting and Building Illumination for lighting requirements
    a. *LDC 7.7.1.2. "Site lighting shall not extend beyond site boundaries. Luminaries shall be shielded, shaded, or directed to prevent light from being cast on ad- jacent property."*
    b. *LDC 7.7.1.1. "Streets, driveways, parking lots, walks and service areas shall be adequately illuminated as evenly as possible,* ***not exceeding an average of .3 foot-candles diminishing to zero at a site's boundary.*** *Lighting intensity shall be demonstrated by means of a site lighting plan illustrating compliance."*
2. Show calculations for the lighting across the site—make sure to include the entire site.

iii. Building and Canopy Architectural Plans

1. *LDC 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.)"*
2. *LDC 7.8.2.1 "Building materials shall suit the architectural style of a building and be consistent or*

complementary throughout. Exterior surface materials shall be selected from among the following: brick, cementitious stucco, stone, vertical board and batten, wood, or cementitious siding and approved architectural concrete masonry unit. EFIS may only be used in banding, decorator strips, cornice lines and wall capping."

3. *LDC 7.8.3.1 "Wall surfaces shall be composed of at least 75% a single material and color. With the exception of decorator accents, colors shall be subtle, neutral, or earth tone or relate to appropriate historic building colors found within the City."*

2. **Engineering Department:**
    a. **Requirement 1 –** Address
        i. Consult with Mr. Gerry Burns at the Emergency Operations Center at (601)545-4615 on the address.
    b. **Requirement 2 –** Stokes Drive
        i. Written letter from Stokes for access/closure of Stokes Drive
        ii. Staff recommendation for access easement for landlocked property owners who would access off of Stokes Drive
            1. Or a potential public access easement
            2. Contact the City Engineer to discuss this further
        iii. City Engineer discussing the Stokes Drive situation with the administration
        iv. Mississippi Department of Transportation (MDOT) permit for any work in MDOT ROW required for site plan approval.
    c. **Requirement 3 –** Bollard detail needed
3. **Fire Marshall:**
    a. Requirement 1 – No additional comments.
4. **Building**
    a. Requirement 1 – Sprinkler System required
        i. Show fire water lines on the site plan.

MINUTES OF THE

REGULAR MEETING OF THE

HATTIESBURG BOARD OF ADJUSTMENT

May 6th, 2026

Board Members Roll Call:

Members Present:

1. Sandi Boykins
2. Herman Dungan
3. John Eye
4. Bernard Green, Vice Chair
5. Shawn Harris, Chair
6. Stacey Ready, Secretary

Members Absent

1. Richard Conville
2. Ronda Norris
3. Brandon Williams
4. Jessica Cathey
5. James Hughes

Staff Present:

1. Cory Long, Planning Manager
2. Nathan Satcher, Senior Planner
3. David Miller, Esq.
4. Meridian McDaniel, Planner I

Shawn Harris, Chair, declared the Hattiesburg Board of Adjustment meeting open and in session at 3:42 pm.

AGENDA REVIEW

The May 2026 agenda was reviewed.

Motion:

Herman Dungan motioned to approve the agenda.

Second:

Bernard Green.

Vote:

Board Member	Yea	Nay	Other
Sandi Boykins	X		

Jessica Cathey			ABSENT
Richard Conville			ABSENT
Herman Dungan	X		
John Eye	X		
Bernard Green	X		
Shawn Harris	X		
James Hughes			ABSENT
Ronda Norris			ABSENT
Stacey Ready	X		
Brandon Williams			ABSENT

MINUTES REVIEW

The minutes from the March and April meeting was reviewed.

Motion:

Stacey Ready motioned to approve both March and April's meeting minutes.

Second:

Herman Dungan.

Vote:

Board Member	Yea	Nay	Other
Sandi Boykins	X		
Jessica Cathey			ABSENT
Richard Conville			ABSENT
Herman Dungan	X		
John Eye	X		
Bernard Green	X		
Shawn Harris	X		

James Hughes			ABSENT
Ronda Norris			ABSENT
Stacey Ready	X		
Brandon Williams			ABSENT

BUSINESS MEETING

1. Planning Report:
2. Chair's Report:

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Board of Adjustment

Item A:

Jeffrey Mack, Applicant, requests the following variances for a proposed subdivision and house construction for an R-1C zoned property on the corner of Miller Street and Stadium Drive (PPIN 26645, Ward 4, Forrest County):

A. Lot 1 (north)
    a. Variance from the minimum lot size requirement of 5000sqft to allow 2100sqft
    b. Variance from the minimum front setback requirement of 20ft to allow for 17ft
    c. Variance from the minimum side setback requirement of 10ft to allow for 2.5ft
    d. Variance from the minimum side setback requirement of 10ft to allow for 2.5ft
    e. Variance from the minimum rear setback requirement of 25ft to allow for 20.5ft
    f. Variance from the maximum impervious surface lot coverage requirement of 50% to allow for 52%

B. Lot 2 (south)
    a. Variance from the minimum lot size requirement of 5000sqft to allow 2100sqft
    b. Variance from the minimum front setback requirement of 20ft to allow for 17ft
    c. Variance from the minimum front setback requirement of 20ft to allow for 2.5ft
    d. Variance from the minimum side setback requirement of 10ft to allow for 2.5ft
    e. Variance from the maximum impervious surface lot coverage requirement of 50% to allow for 52%

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
    - Jeffrey Mack

- **Proponents:**
  - None
- **Opponents:**
  - None

Motion:

Stacey Ready motioned to recommend approval for all the requested variances.

Second:

Bernard Green.

Vote:

Board Member	Yea	Nay	Other
Sandi Boykins	X		
Jessica Cathey			ABSENT
Richard Conville			ABSENT
Herman Dungan		X	
John Eye		X	
Bernard Green	X		
Shawn Harris	X		
James Hughes			ABSENT
Ronda Norris			ABSENT
Stacey Ready	X		
Brandon Williams			ABSENT

Motion to recommend approval of the requested variance passed with a 4-2 vote.

Item B:

Pedesco, Inc/Perry Doleac, Property Owner/Applicant, requests the following variances at a B-5 zoned property located at 1725 Byron Street (PPIN 23329, Forrest County, Ward 5):

A. A variance from the fence height requirement of a maximum of 4ft in a front yard to instead allow for 8ft.

B. A variance from the requirement of the maximum outdoor equipment storage space of 50% of the side and rear lot area to instead allow for 100%.

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - Perry Doleac
- **Proponents:**
  - None
- **Opponents:**
  - None

Motion:

Herman Dungan motioned to recommend approval of all the requested variances.

Second:

Stacey Ready.

Vote:

Board Member	Yea	Nay	Other
Sandi Boykins	X		
Jessica Cathey			ABSENT
Richard Conville			ABSENT
Herman Dungan	X		
John Eye		X	
Bernard Green	X		
Shawn Harris	X		
James Hughes			ABSENT
Ronda Norris			ABSENT
Stacey Ready	X		
Brandon Williams			ABSENT

Motion to recommend approval of the requested variance passed with a 5-1 vote.

Item C:

Felicia McIntyre, Applicant/Property Owner, requests a variance from the minimum lot size requirement for an A-2 zoned property of 43,560 sqft (1 acre) to allow for 21,780 (0.5 acre) for a property located on N Hattiesburg Avenue (PPIN 47150, Forrest County, Ward 5).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - Felicia McIntyre
- **Proponents:**
  - None
- **Opponents:**
  - None

Motion:

Stacey ready motioned to recommend approval contingent upon the approval of the zoning change to A-2.

Second:

Bernard Green.

Vote:

Board Member	Yea	Nay	Other
Sandi Boykins	X		
Jessica Cathey			ABSENT
Richard Conville			ABSENT
Herman Dungan		X	
John Eye	X		
Bernard Green	X		
Shawn Harris	X		
James Hughes			ABSENT
Ronda Norris			ABSENT
Stacey Ready	X		
Brandon Williams			ABSENT

Motion to recommend approval of the requested variance passed with a 5-1 vote.

Item D:

John Anglin, Applicant, requests a variance from the maximum two-way driveway width of 24ft

to allow for 50ft for a property located at 4879 Hwy 49 (PPINs 27634, 27635, 27636, Forrest County, Ward 5).

Discussion and Vote :

The planning staff introduced the case.

- **Presented by:**
  - John Anglin
- **Proponents:**
  - None
- **Opponents:**
  - None

Motion:

Sandi Boykins motioned to recommend approval of both variance requests.

Second:

Herman Dungan.

Vote:

Board Member	Yea	Nay	Other
Sandi Boykins	X		
Jessica Cathey			ABSENT
Richard Conville			ABSENT
Herman Dungan	X		
John Eye	X		
Bernard Green	X		
Shawn Harris	X		
James Hughes			ABSENT
Ronda Norris			ABSENT
Stacey Ready	X		
Brandon Williams			ABSENT

Motion to recommend approval of the requested variance passed with a 6-0 vote.

BUSINESS MEETING

- Nominating committee will meet before the June meeting.

Adjournment:

The meeting was adjourned at 5:23pm.

Motion:

Stacey Ready motioned to adjourn.

Second:

Herman Dungan.

Vote:

Board Member	Yea	Nay	Other
Sandi Boykins	X		
Jessica Cathey			ABSENT
Richard Conville			ABSENT
Herman Dungan	X		
John Eye	X		
Bernard Green	X		
Shawn Harris	X		
James Hughes			ABSENT
Ronda Norris			ABSENT
Stacey Ready	X		
Brandon Williams			ABSENT

_____

Rebekah Ray, Secretary

_____

Cory Long, AICP, Planning Division Manager

Memorandum

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

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

cc: **Whit Sanguinetti, Division Manager**

Date: **Tuesday, May 19, 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: 2026-376
Minute Book #

Summary
Adopt Resolutions of Adjudication 05 19 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 May 19, 2026 City Council meeting for consideration.

MAYOR
Toby Barker

COUNCIL - WARD ONE	COUNCIL - WARD TWO	COUNCIL - WARD THREE	COUNCIL - WARD FOUR	COUNCIL - WARD FIVE
Jeffrey George	*Eric Boney*	*LeAnn Vance*	*Dave Ware*	*Nicholas Brown*

TO: Mayor and City Council

FR: Wiley Quinn, Urban Development Director

DATE: May 19th, 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	Clean Up Costs	WARD	PPIN
Gates Farms Attn: Norma Gates	0 7th Street	$3,386.00	2	25849
Philip and Elise Dickerson	210 South 34th Avenue	$5,606.00	3	22645
S Lavon Evans Jr Realty, LLC	523 Louise Street	$13,239.87	2/HIST	19604
Property Savers LLC	112 Kensington Drive	$231.50	3	12743

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 19th day of May, 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, 0 7TH STREET - PPIN 25849

INDEXING INSTRUCTIONS: THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS ON A PT NW 1/4 OF SW 1/4 SEC 3 T4N R13W

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by Sunshine Construction 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
Gates Farms Attn: Norma Gates	0 7th Street - PPIN 25849	2-029G-03-322.00	Filing Fee: $26.00 Lot Clear: $1,860.00 Penalty: $1,500.00 **Total:** $3,386.00

0 EAST 7TH STREET, HATTIESBURG, MS 39401, PPIN: 25849, PARCEL: 2-029G-03-322.00, AND BETTER DESCRIBED AS: ALL THAT PT. NW ¼ SW ¼ LYING E. OF G&S I RR E & S OF MERIDIAN FERT FACT W TO GRAVEL LINE OF NO & NERR & N OR 7TH ST. & VC 7TH ST. S OF SD LAND & S OF HATTIESBURG GIN, STR 3-4N-13W PREVIOUS # 1H1004-00-002.

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 19th day of May, 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 19th day of May, 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 19th day of May, 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 uncleanliness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by Sunshine Construction 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 Tree cutting: $3,600.00 Tipping: $480.00 Penalty: $1,500.00 **Total:** $5,606.00

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 19th day of May, 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 19th day of May, 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 19th day of May, 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, 523 LOUISE STREET

INDEXING INSTRUCTIONS: THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS ON THE LOT 18, BLOCK ONE (1) OF THE JOHN KAMPER SUBDIVISION OF BLOCKS "D" AND "E" OF THE JOHN KAMPER ADDITION, 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 uncleanliness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP 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
S Lavon Evans Jr Realty, LLC	523 Louise Street	2-029K-09-197.00	Filing Fee: $26.00 Demo: $7,161.87 Tipping: $4,552.00 Penalty: $1,500.00 **Total:** $13,239.87

523 LOUISE STREET, HATTIESBURG, MS, 39401, PPIN: 19604, PARCEL: 2-029K-09-197.00, AND BETTER DESCRIBED AS: LOT 18, BLOCK ONE (1) OF THE JOHN KAMPER SUBDIVISION OF BLOCKS "D" AND "E" OF THE JOHN KAMPER ADDITION TO THE CITY OF HATTIESBURG AS PER THE MAP OR PLAT THEREOF 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 19th day of May, 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 19th day of May, 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 19th day of May, 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, 112 KENSINGTON DRIVE

INDEXING INSTRUCTIONS: THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS ON THE LOT 7, KENSINGTON WOODS SUBDIVISION, CITY OF HATTIESBURG, LAMAR 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 uncleanliness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by Code Enforcement Remediation Team: Scott Riles 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
Property Savers LLC	112 Kensington Drive	056A-13-085.000	Filing: $26.00 Expedited Lot Clearing: $102.75 Penalty: $102.75 **Total:** $231.50

112 KENSINGTON DRIVE, HATTIESBURG, MS 39402, PPIN: 12743, PARCEL: 056A-13-085.000, AND BETTER DESCRIBED AS: LOT SEVEN (7), OF KENSINGTON WOODS SUBDIVISION IN THE CITY OF HATTIESBURG, COUNTY OF LAMAR, STATE OF MISSISSIPPI, AS PER THE MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF LAMAR COUNTY, MISSISSIPPI; 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 Lamar 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 19th day of May, 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 19th day of May, 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, May 19, 2026**

Re: **Adopt a Resolution setting Public Hearing on Monday, June 15th, 2026 at 4:00 p.m. in the City Council Chambers located at City Hall to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.**
File Number: 2026-377
Minute Book #

Summary
Set Public Hearing 06 15 2026, Unsafe Properties

Recommendation Statement
I recommend the setting of a Public Hearing to consider the state of the listed attached properties to determine if these properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

Please place this on the May 19, 2026 City Council meeting for consideration.

MAYOR
Toby Barker

COUNCIL - WARD ONE	COUNCIL - WARD TWO	COUNCIL - WARD THREE	COUNCIL - WARD FOUR	COUNCIL - WARD FIVE
Jeffrey George	*Eric Boney*	*LeAnn Vance*	*Dave Ware*	*Nicholas Brown*

MEMORANDUM

TO: Mayor and City Council

FROM: Wiley Quinn, Urban Development Director

DATE: May 19, 2026

RE: Set Public Hearing

The Code Enforcement Division requests that the City Council hold a Public Hearing on Monday, June 15, 2026 to determine if the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provisions of MS Code 1972, Section 21-19-11.

	Address	PPIN	Ward	Violations	Proposed Actions	Estimated Cost	Estimated Penalty
1.	144 Geneva Street	22231	2	DS, US, VS, DB, PT, GAR/RUB, OGL	Cut, Clean, Demo	$8,000	$1,500
2.	210 Alcorn Avenue	26830	2	VS, US, DS, DB, PT, GAR/RUB, OS, OGL, AV	Cut, Clean, Secure	$25,000	$1,500
3.	404 E 7th Street	25740	2	DS, US, VS, DB, PT, GAR/RUB, OGL	Cut, Clean, Demo	$9,800	$1,500

4.	607 Hall Avenue	12858	2/HIST	DS, US, VS, DB, PT, GAR/RUB, OGL	Cut, Clean, Demo	$28,800	$1,500
5.	918 Mobile Street	25681	2	VS, US, DS, DB, PT, GAR/RUB, OGL	Cut, Clean, Secure, Demo	$10,700	$1,500
6.	920 Whitney Street	25590	2	VS, US, DS, DB, PT, OGL	Clean, Close, Secure, Demo	$12,100	$1,500
7.	1009 Dewey Street	15180	2	VS, US, DS, DB, GAR/RUB, OS, OGL	Cut, Clean, Tow, Secure, Demo	$6,800	$1,500
8.	5422 Highway 42 Bypass	20645	2	VS, US, DS, DB, PT, GAR/RUB, OGL	Cut, Clean, Secure, Demo	$23,700	$1,500

Garbage & Rubbish=GAR/RUB
Dilapidated Building=DB
Dangerous Structure=DS
Imminent Danger=ID
Overgrown Lot=OGL
Open Storage=OS
Unsafe Structure=US
Abandoned Vehicle=AV
Abandoned Structure=AS
Vacant Structure=VS
Owner Responsibility=OR

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

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

RESOLUTION

WHEREAS, complaint has been made to the City of Hattiesburg, Mississippi, that the following properties to wit:

	Address	PPIN	Ward	Violations
1.	144 Geneva Street	22231	2	DS, US, VS, DB, PT, GAR/RUB, OGL
2.	210 Alcorn Avenue	26830	2	VS, US, DS, DB, PT, GAR/RUB, OS, OGL, AV
3.	404 E 7th Street	25740	2	DS, US, VS, DB, PT, GAR/RUB, OGL
4.	607 Hall Avenue	12858	2/HIST	DS, US, VS, DB, PT, GAR/RUB, OGL
5.	918 Mobile Street	25681	2	VS, US, DS, DB, PT, GAR/RUB, OGL
6.	920 Whitney Street	25590	2	VS, US, DS, DB, PT, OGL
7.	1009 Dewey Street	15180	2	VS, US, DS, DB, GAR/RUB, OS, OGL
8.	5422 Highway 42 Bypass	20645	2	VS, US, DS, DB, PT, GAR/RUB, OGL

are in such a state of uncleanliness so as to be a menace to the health and safety of the community; and

WHEREAS, it is in the public interest that the City Council, on its own motion, hold hearings as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the above properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, that the owners of the above-described properties be notified, as provided by law, of a hearing to be held by the City Council in the City Council Chambers located at City Hall in Hattiesburg, Mississippi, at 4:00 p.m. on Monday, June 15, 2026, to determine whether or not the above-described properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

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

YEAS: NAYS: ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 19th day of May, 2026.

(SEAL)

ATTEST: ADOPTED:

_____ _____
CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 19th day of May, 2026.

ATTEST: APPROVED:

_____ _____
CITY CLERK MAYOR

Memorandum

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

From: **Kristen Wilson, Grants Coordinator**

cc:

Date: **Tuesday, May 19, 2026**

Re: **Adopt a Resolution authorizing submission of a grant application to the Mississippi Department of Wildlife, Fisheries, and Parks Land and Water Conservation Fund Program, and approve commitment of local matching funds.**

File Number: 2026-374
Minute Book #

Summary

FY26 Mississippi Department of Wildlife, Fisheries, and Parks Outdoor Recreation Grant

Recommendation Statement

I recommend authorization of the submission of a grant application to the Mississippi Department of Wildlife, Fisheries, and Parks Land and Water Conservation Fund program, and adoption of a resolution committing local match support for the same.

Please place this on the May 19, 2026 City Council meeting for consideration.

RESOLUTION

WHEREAS, the City of Hattiesburg, Mississippi works to provide outdoor recreational opportunities to its citizens.

WHEREAS, the City of Hattiesburg desires to submit an application for grant assistance to carry out crucial repairs to the C.E. Roy Community Center swimming and basketball facilities, including resurfacing, adding an accessible walk-in ramp, and improved lighting structures, and requests this assistance from the federal Land and Water Conservation Fund (LWCF) program.

WHEREAS, the City of Hattiesburg is aware that there is a 50/50 grant match required for this grant program with a maximum award amount of $250,000 and certifies that the City of Hattiesburg has that match available.

NOW, THEREFORE, IT BE RESOLVED, that Mayor Toby Barker be authorized to apply for funding, and that he be authorized to act as representative of the City in this matter and to execute all necessary forms and documents on behalf of the City of Hattiesburg.

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 roll call vote, to

wit: YEAS: NAYS:

The President thereby declared the motion carried and the resolution adopted, this the 19th day of May, 2026.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 19th day of May, 2026.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

Land and Water Conservation Fund

National Park Service, U.S. Department of the Interior
State and Local Assistance Programs

Outdoor Recreational Grants
Mississippi Department of Wildlife, Fisheries, and Parks

2026 Funding Opportunity

Opening January 2026 – Closes May 21, 2026
LWCF Funding Levels: Minimum $25,000 – Maximum $250,000
Types of Project: Combination or Development

1. Combination Project: Acquisition of property and recreational development of same property.
2. Development Project: Recreational development or renovation of existing public property.

Required submission includes two (2) complete LWCF Applications, one (1) complete digital set on a flash drive with application and attachments in the correct file format (application in Microsoft Word format). Submission by email will not be accepted.

Applications should not be stapled and should only be bound by a binder clip and enclosed in an envelope labeled, "*LWCF Grant Application - Name of Local Sponsor.*"

Applications are due at the MDWFP office no later than 4:00 PM of the closing date.

Applications can be mailed or hand-delivered to:
Outdoor Recreational Grants
Mississippi Department of Wildlife, Fisheries, and Parks
1505 Eastover Drive
Jackson, MS 39211 – 6374

If you have any questions, the Outdoor Recreational Grants office can be contacted by phone at (601) 432-2227 or by email at Terry.McDill@wfp.ms.gov.

Land and Water Conservation Fund

National Park Service, U.S. Department of the Interior
State and Local Assistance Programs

Outdoor Recreational Grants
Mississippi Department of Wildlife, Fisheries, and Parks

2026 LWCF Application

Date Prepared:	
Local Sponsor:	
Name of Project:	
LWCF Funding Request Amount:	

APPLICANT INFORMATION:

Local Sponsor (sub-recipient) information (copy/paste below if needed for co-sponsors)

Local Sponsor:			
Point of Contact:		Title:	
Mailing Address:			
City, State, Zip Code:			
Phone:		Email:	
Applicant's Federal Employer ID#:			

Person to contact regarding preparation of application, review questions, & inquiries:

Organization:			
Contact Person:		Title:	
Mailing Address:			
City, State, Zip:			
Phone:		Email:	

LEGISLATIVE INFORMATION

US Congressional District	#	Name	
US Congressional District	#	Name	
MS State Senate District	#	Name	
MS State House District	#	Name	

PROJECT SITE LOCATION INFORMATION

County Name:		Township, Range, Section:	
Municipality where project is located or closest to site:			
Physical address of site:			
Zip Code of Site:		Total Acreage of Site:	
GPS Coordinates of Site Entrance Provided in Degrees, Minutes, Seconds, & Bearing Example: Latitude 0°00'00.0"N, Longitude 0°00'00.0"W			
Latitude:		Longitude:	

Directions from The Mississippi Department of Wildlife, Fisheries, & Parks

In the space provided below, provide written directions from Jackson (1505 Eastover Drive) to the project site. Text and font should be legible. Font size of 12 is preferred**.**

SECTION 1.0: NEW PROJECT GRANT APPLICATION

1. **Type of Proposal (Select one):**

☐ Combination: Acquisition and Development/Renovation ☐ Development/Renovation

Note: For a Combination Proposal contact the Outdoor Recreational Grants office for preliminary review and guidance, prior to "yellow book" appraisal and submission of application.

Project Abstract:
The next page of this document is intentionally blank for you to provide a brief description of the proposal that summarizes the project scope and overall project context. See examples below.

Project Scope Summary:
Succinctly describe the project in plain language that the public can understand and use without the full proposal.
Provide the proposed project's description

1. Detail recreation element description (sport field, trail, playground, etc.)
2. Detail support element description (restroom, parking, etc.)
3. Detail ancillary element description (fences, shade, landscape, etc.).

Project Context:
How many of these types of recreation facilities exist under sub-sponsor jurisdiction? Will the disadvantaged community benefit? Size of population within 1/2 mile. Which age groups will be served? Describe the recreation activities each age group is expected to engage in.

Examples of Abstract, Scope Summary, & Project Context:

(1.) The California Department of Parks and Recreation will subgrant the LWCF award to the City of Bell Gardens to restore and expand its pool facility. This is the city's only public pool; however, it is currently out of service. The project will involve renovating and expanding the existing pool to create a new 50-meter, 9-lane, accessible pool with a warm-up area; constructing a smaller (~2,500sf) therapeutic pool; and renovating the existing pool house into a changing facility with restrooms and showers. The complex will also be improved with bleachers, fencing, shade canopies, and landscaping. The project will benefit a disadvantaged community. More than 12,000 residents live within a half mile of this facility. Children, seniors, and at-risk youth are particularly expected to benefit from the opportunity to take swimming lessons, aquatic-based fitness classes, and other water-based recreation activities.
(2.) The California Department of Parks and Recreation will subgrant the LWCF award to the City of Moorpark to renovate and expand Magnolia Park. The project will replace the antiquated playground with a new accessible and inclusive playground with age-specific play structures, as well as innovative features designed for individuals with mobility, developmental, and sight impairments, such as a sensory play wall and friendship swing. Other improvements include new surfacing, additional shaded picnic areas, expanded parking, and landscaping. The project will provide play and recreation opportunities for children of all ages and abilities in the city of Moorpark and eastern Ventura County. The nearest opportunity similar to this is 20 miles away, and the community has long desired this park amenity.

Project Abstract:

(Provide Below)

(A) Project Competition:

1. Explain how this project specifically meets the Mississippi State Comprehensive Outdoor Recreation Plan (SCORP) priorities. The SCORP is available on the webpage www.mdwfp.com/parks-destinations/outdoor-recreational-grants

(B) Risk Assessment:

1. Describe any financial risk the applicant has that could impact the project, and describe the applicant's capacity to deliver this project.

2. Describe the applicant's ability to complete the project as scoped and within the proposed time frame.

3. What is the applicant's recent experience completing similar projects with federal grant funding (LWCF or other)? Were reports submitted on time? Was the project completed to the satisfaction of the grantor?

4. Has the applicant received Land and Water Conservation Fund assistance in the past?

☐ NO

☐ YES, list each site, name of the project, & condition of the site facility and grounds

Site Name	LWCF Project Number	Condition of Facility and Grounds

(C) Financial:
The Land and Water Conservation Fund is a 50-50, matching reimbursement program. The local sponsor must have funding in place to complete the project. The project period is typically no more than 24 months.

Pre-award Cost: Costs incurred before approval by the National Park Service (NPS) and an executed Project Agreement between MDWFP – Outdoor Recreation Grants Division (ORG) and the Project Sponsor (grantee) is formalized are not eligible for reimbursement, except for pre-award costs approved by ORG and NPS. Pre-award costs must be clearly identified in the application and budget. *Pre-award costs can only be costs such as engineering for the plans and estimates used for the preparation of the proposal. Administrative cost associated with completion of the application are not eligible as pre-award costs.*

Post Award Reimbursement of Project Costs: All project costs incurred after award must be paid by the grantee before requesting reimbursement. No partial or progress reimbursements will be accepted. Once a project has been completed, a request to close out the project and a reimbursement request will be accepted and reviewed. At that time, a final inspection will be scheduled, and elements listed in the Project Agreement will be reviewed. After final inspection, acceptance, and all close-out documentation is finalized and approved by the National Park Service, a request for reimbursement will be processed.

Source of Funds: The LWCF is a reimbursable program. In the table below, identify how the total project will be funded to completion prior to reimbursement of the federal share. Funds must result in a viable outdoor recreation area and not rely on other funds that are not identified. List funding sources, amounts, and the percentage of the total project.

Example: City General Fund / $150,000 / 75%
City Labor (in-kind) / $30,000 / 15%
City Equipment (in-kind) / $20,000 / 10%
Project Total: $200,000 / 100%

Source of Project Funding	Amount Committed	Percent of Total Project

SECTION 2.0 SITE-BASED PROJECT GRANTS

(A) Public Benefit:

1. Describe both short-term and long-term outdoor recreation benefits that will be achieved as a result of this project.

2. Explain how this project fits as a part of any other projects in progress or planned for this same site in the next three years.

3. Describe the process that led to the development of this proposal and how the public was involved in establishing the need.

4. Explain the recreation demand of the area and how this proposal addresses the recreation needs of the community.

5. Provide the income per capita and describe if and how the proposal benefits recreationally underserved populations. These populations may include minority groups, individuals with disabilities, and specific age groups, such as the elderly, and others.

5. Provide a map of the governmental unit with the location of all public recreation areas and parks, shown with the name of the park. Indicate any previous LWCF assistance by including LWCF in parentheses with the park's name. The map should be legible and no larger than 17 x 11 inches (ledger-size).

6. Provide a list of all public parks, indicate the condition of the park, acreage of the park in recreational use, type of recreational elements provided, quantity of specific elements, and conditions of each element. Indicate any previous LWCF assistance by including LWCF in parentheses with the appropriate park names.

Section 2.1 Acquisition

(A) Need

1. Why is this acquisition (whether attained via purchase or donation) needed?

2. Describe the current existing resources and features of the site that make it desirable for public outdoor recreation.

(B) Acquisition Schedule & Appraisal

Reproduce the table as needed for multiple parcels

Parcel Name	
Parcel Size	
Parcel Value	
Anticipated Acquisition Date:	

1. Provide a digital (PDF) copy of the appraisal meeting the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), commonly known as "Yellow Book".

(C) Property Information

1. From whom is this property being purchased?

2. Are any buildings or structures being purchased along with the property?

☐ No

☐ Yes – Describe what is planned for those structures (e.g., retain for future recreation-supporting use, demolish) and whether the project cost includes the value of those structures.

3. How will the site be made open and accessible for public outdoor recreation use (signage, entries, parking, site improvements, allowable activities, etc.)?

4. When will access to the site for public outdoor recreation become available?

5. Describe the development planned for the site in order to open the acquisition area for public outdoor recreation, as this will impact National Historic Preservation Act (NHPA) and National Environmental Policy Act (NEPA) compliance.

6. Is this acquisition an addition to an existing park or other recreation area?

☐ No

☐ Yes – How will it support and enhance the existing park?

(D) Acquisition Approach

1. Is this property being acquired under threat of condemnation?

☐ No

☐ Yes – Explain:

2. Was the property listed for public sale?

☐ No

☐ Yes – Explain how the property owner was made aware of the grant sponsor's interest in the property.

3. Does this project involve donated property?

☐ No

☐ Yes – Include evidence that the seller was offered the fair market value of the property as just compensation and willingly chose to donate the property instead. (If the donation is subject to a waiver of retroactivity, the evidence must pre-date the donation.)

Section 2.2 Development / Renovation

(A) Grant Elements:

1. What new facilities will be constructed as a part of the project (grant-funded and/or used as match)?

2. What existing facilities will be renovated or replaced (specify which) as part of this project?

3. What general site improvements (e.g., demolition, site preparation, landscaping, habitat improvements, etc.) will be completed as part of this project?

4. What is the anticipated life span of the facilities that will be funded as a part of this project?

5. Does the project scope include facilities that are also eligible for Dingell-Johnson or Wallop-Breaux Act Funding? (i.e., boat/fish access)

☐ NO

☐ YES – Please explain:

6. Does this project involve the new development of a sheltered/enclosed swimming pool, ice-skating rink, or the sheltering/enclosure of an existing outdoor pool or rink?

☐ NO

☐ YES

i. Explain how it was determined that the site meets the cold climatic criteria described in the LWCF manual. Provide a copy of the cold climatic data used to make the eligibility determination with the application (see LWCF manual).

ii. Explain the nature of the project – is this a new sheltered facility, or construction of the shelter only? If the pool or ice rink already exists, was it LWCF-funded? If yes, what year was it built, and how much LWCF assistance was provided?

iii. What is the total cost of the sheltered facility, and what amount of grant funding will be spent on the actual shelter/enclosure structure itself (if any)?

iv. Explain the significantly increased public use that will be made possible by the shelter/enclosure to justify the construction of such a facility.

(B) Design Elements:

1. How will access required by the Americans with Disabilities Act (ADA) and Architectural Barriers Act (ABA) be addressed for each element of this project?

2. What design elements are included that contribute to preserving environmental resources as part of ensuring a quality outdoor recreation experience for present and future generations?

SECTION 3.0 SITE INFORMATION

(A) Basic Information:

1. Will this proposal create a new public park/recreation area where none previously existed?

☐ NO

☐ YES – Explain:

2. Is this an existing LWCF-protected park/recreation area?

☐ NO

☐ YES

3. If this is an existing LWCF park/recreation area, has the name changed since the last grant?

☐ NO

☐ YES – Provide the previous and new names of the park/recreation area.

4. Is this project located in a FEMA Special Flood Hazard Area (floodplain)?

☐ NO

☐ YES – Explain and confirm that you have met applicable federal insurance requirements.

5. Is your site contiguous with or connected to any federally owned recreation area?

☐ NO

☐ YES – Explain:

6. Is your site part of a larger management area, such as a greenway or regional recreation area?

☐ NO

☐ YES – Explain:

7. Describe the existing site conditions.

8. Explain why the site is suitable for the type(s) of outdoor recreation being proposed.

9. Does the site include any features that visually detract (cell tower, overhead power lines, dilapidated structures and equipment, billboards, solar panels) from the outdoor recreation experience or that will represent a potential public safety hazard?

☐ NO

☐ YES – Explain and describe whether this project will help to address those concerns.

10. What is/will be the applicant's type of ownership and control of the property?

☐ Fee Simple Ownership

☐ Less than fee simple. Explain what rights the applicant has or will have, and what entity holds the underlying fee title.

☐ Lease. Include a copy of the lease with the application. Must be legible.

(B) Stewardship Considerations:

1. Is this a multi-use site (i.e., school, reservoir, state forest, etc.)?

☐ NO

☐ YES – Explain:

2. How often will the public have recreational access to the site?

3. What kinds of restrictions on public outdoor recreation will occur?

4. Who will manage and operate the site?

5. Describe any rights-of-way, easements, reversionary interests, etc. within the proposed LWCF boundary area here and as appropriate, show them on the LWCF Boundary Area Map.

6. Are there any pre-existing or planned indoor facilities that would not themselves be eligible for LWCF grant funding and need a public facility request or should be excluded from the LWCF boundary?

☐ NO

☐ YES – Describe and explain if/how the structure(s) support public outdoor recreation or not.

7. Is the proposed LWCF boundary the same as the boundary of the park/recreation area as it exists in its totality?

☐ YES

☐ NO – Explain any area proposed for exclusion and why (rationale must be in accord with the LWCF Manual), and ensure it is clearly depicted on the proposed LWCF boundary map.

8. Are there any pre-existing or planned resource management practices (i.e., timber management, grazing, etc.)?

☐ NO

☐ YES – Describe the nature of the practice, the anticipated duration, and how the practice supports outdoor recreation:

9. Are there any pre-existing or planned uses on site that are incompatible with LWCF requirements that should be excluded from the LWCF boundary?

☐ NO

☐ YES – Describe the nature of the use and ensure it is clearly depicted on the proposed LWCF boundary map. Clarify whether the future intent is for the area to become subject to LWCF once the use is terminated, or if the intent is for the use to continue within the park in perpetuity.

SECTION 4.0 ENVIRONMENTAL CONSIDERATIONS

The following information may take some time to acquire. Start the process early.

(A) Endangered and Threatened Species Regulatory Review:

Provide documentation of the U.S. Fish and Wildlife Service regulatory review of the project area by using the USFWS IPaC Planning Tool. The IPaC Planning Tool is available at the website: https://ipac.ecosphere.fws.gov/

The IPaC Planning Tool will allow you to 1) delineate the project area, 2) see potentially affected species, & 3) acquire a regulatory review. Attach a copy of the review to the application.

(B) Coastal Barrier Resources System:

1. Is the project located in a Gulf Coast county?

☐ NO – no action required

☐ YES – Determine if the site is within the Coastal Barrier System by using the CBRS Validation Tool. Provide a copy of the CBRS Mapper Documentation showing the pin drop location.

2. Is the site within the Coastal Barrier System?

☐ NO – no action required

☐ YES – Provide documentation of review with the USFWS. Official maps and data are available at the website: www.fws.gov/program/coastal-barrier-resources-act. The CBRS Validation Tool is available at www.fws.gov/service/coastal-barrier-resources-system-property-documentation.

(C) Cultural and Historic Resources Review:

1. Have there been any previous cultural and/or historic resource surveys completed (prior to this application) that included this site within the area of potential effect that was assessed?

☐ NO – Describe any construction planned as part of this project that will extend beyond the pre-existing disturbance area (including the surface area depth).

☐ YES – Attach the survey and summarize findings, including page-number references below.

2. Provide a brief summary of consultation initiated with the State Historic Preservation Office (SHPO) for this application, including date(s) and recommendations.

3. Provide a copy of the Section 106 review from the State Historic Preservation Office (SHPO), Mississippi Department of Archives and History. Include a copy of the Request for Cultural Resource Assessment, correspondence, any required surveys, and the approval letter from SHPO.
Website: www.mdah.ms.gov/historic-preservation/section-106-review

(D) Environmental Resources Survey:

The tables below serve as a record of the environmental resources present at the site, whether the proposed action is likely to have a significantly negative impact on those resources, and whether further information is needed to determine the potential impact. Review the listed resources and identify any resources that the action may significantly impact. The Environmental Resources Survey should be completed with professional input from resource experts and in consultation with relevant local, state, tribal, and federal governments, as appropriate.

Table 1 – For each resource, indicate if positive or negative impacts are anticipated to result from the action. Or indicate if the resource will not be impacted or is not present.

Plus Sign: indicates positive impacts are anticipated to result from the action.
Minus Sign: indicates negative impacts are anticipated to result from the action.
No Impact: Indicates the project will have an insignificant impact, positive or negative.
No Present: Indicates the resource does not exist on site.
Unknown: Indicates more research is needed to determine impacts. (May indicate the need for an Environmental Assessment)

#	How will the project affect the following resources?	+	-	No Impact	Not Present	Unknown
1	Air Quality	☐	☐	☐	☐	☐
2	Circulation & Transportation	☐	☐	☐	☐	☐
3	Climate	☐	☐	☐	☐	☐
4	Contamination or Hazardous Material, even if remediated	☐	☐	☐	☐	☐
5	Endangered Species: listed or proposed threatened or endangered) including associated habitat	☐	☐	☐	☐	☐
6	Geological resources: soils, bedrock, slopes, streambeds, landforms, etc.	☐	☐	☐	☐	☐
7	Historic or cultural resources	☐	☐	☐	☐	☐
8	Invasive species	☐	☐	☐	☐	☐
9	Land use plans or policies from other agencies, including tribes	☐	☐	☐	☐	☐
10	Light-scapes, especially the night sky	☐	☐	☐	☐	☐
11	Migratory birds and/or Bald and Golden Eagles	☐	☐	☐	☐	☐
12	Recreation resources	☐	☐	☐	☐	☐
13	Socioeconomics: changes to the tax base or competition with the private sector	☐	☐	☐	☐	☐
14	Sound (noise impacts)	☐	☐	☐	☐	☐
15	Unique ecosystems, such as biosphere reserves, World Heritage sites, and old-growth forests.	☐	☐	☐	☐	☐
16	Water quality and/or quantity	☐	☐	☐	☐	☐
17	Water: coastal barrier resources or coastal zones	☐	☐	☐	☐	☐
18	Water: marine and/or estuarine	☐	☐	☐	☐	☐
19	Water: stream flow characteristics	☐	☐	☐	☐	☐
20	Water: wetlands and floodplains	☐	☐	☐	☐	☐
21	Other important resources Explain:	☐	☐	☐	☐	☐

Table 2 – This is a list of mandatory impact criteria that preclude the use of a categorical exclusion. If you answer "yes" to any of the mandatory criteria, you must develop an EA or EIS regardless of your answers in Table 1.

	Will your proposal:	**Yes**	**No**
1	Have significant negative impacts on public health or safety?	☐	☐
2	Have significant negative impacts on unique natural resources or geographic characteristics such as historic or cultural resources; park, recreation, or refuge lands; wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands; floodplains; national monuments; migratory birds; and other ecologically significant or critical areas?	☐	☐
3	Have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources?	☐	☐
4	Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks?	☐	☐
5	Establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?	☐	☐
6	Have a direct relationship to other actions with individually insignificant but cumulatively significant environmental effects?	☐	☐
7	Have significant adverse effects on properties listed or eligible for listing in the National Register of Historic Places as determined by NPS?	☐	☐
8	Have significant negative impacts on the species listed, or proposed to be listed, on the List of Endangered or Threatened Species, or have significant impacts on designated critical habitat for these species?	☐	☐
9	Violate a federal law, or a state, local, or tribal law or requirement imposed for the protection of the environment?	☐	☐
10	Limit access to and ceremonial use of Indian sacred sites on federal lands by Indian religious practitioners, or significantly adversely affect the physical integrity of such sacred sites?	☐	☐
11	Contribute to the introduction, continued existence, or spread of noxious weeds or nonnative invasive species known to occur in the area, or actions that may promote the introduction, growth, or expansion of the range of such species?	☐	☐

1. Have there been any previous NEPA/SEPA reviews that are relevant to the grant project or this site?

☐ No

☐ Yes – Summarize the findings and determinations below. If you are attaching documentation, please clearly cite the document name and page number below.

2. Who contributed to filling out the Environmental Resources Survey (include name, title, agency), and what qualifications do they have that provide the necessary resource expertise to determine impact significance?

3. List all required federal permit(s)/approval(s) needed for the grant project and the date(s) acquired.

4. Explain any negative or unknown impacts identified in Table 1 of the Environmental Resources Survey, and any boxes marked "yes" in Table 2 (mandatory criteria).

5. How was the information identified in the tables derived, and what source(s) of data were used to justify the impact selection?

6. List all state and local permits/approvals needed for the grant project, including their current status and timeline for approval if not yet acquired.

Scope of environmental review as required by the National Park Service:

Early in the conceptual development of an LWCF proposal, the State shall encourage LWCF project sponsors to document their planning and analysis process, including all efforts to reach out to the interested and affected public and agencies. The public and agencies should be invited to provide input early in the planning process and before any environmental analysis formally begins, so the sponsor can clearly communicate the purpose and need for the project and allow the public and agencies to provide any information that could be useful for scoping out the LWCF proposal and considering its potential impact on resources. This scoping step in the planning process will yield information for use in defining the scope of the LWCF proposal and possible associated environmental impacts.

The application shall be used by all potential LWCF project sponsors and for any LWCF proposal requiring federal action. The application is designed for use as a tool during project scoping, planning, and proposal development to document environmental information and consider the LWCF proposal's possible environmental impacts at the time it is discussed, presented, or discovered in the field rather than as a "compliance exercise" after a decision is made, and an application for federal assistance is being prepared.

As a result of early project scoping and planning, the State/sponsor develops a final proposal for possible federal assistance or action, including a completed Environmental Review Survey. The scope of the environmental review under NEPA, i.e., the extent of resources that may be affected by the project, depends on the type of LWCF proposal under consideration as follows:

a. **New acquisition projects**. The scope of the environmental review shall include the lands to be acquired, and the proposed public outdoor recreation uses intended for the property to be completed within three years from the date of acquisition.
b. **Development projects.** The scope of the environmental review shall be the proposal to provide or improve facilities for public outdoor recreation use and associated activities resulting from these improvements.
c. **Section 6(f)(3) Conversions.** Pursuant to 36 CFR 59.3, the scope of the environmental review for Section 6(f)(3) conversions is the entire Section 6(f)(3) park proposed for conversion, including partial conversion, and lands proposed for replacement, including the proposed development for public outdoor recreation use and associated activities. Resources beyond the existing Section 6(f)(3) area are not subject to review unless required by other federal compliance programs.
d. **Other LWCF proposals.** To determine the scope of the environmental review for other types of LWCF proposals, consult your NPS Regional Office LWCF Program Manager. The scope of the environmental review determines which resources must be screened for possible environmental impacts from the LWCF proposal.

NEPA Pathway Options

The completed application and Environmental Resources Survey (ERS) will guide the state/project sponsor along the appropriate NEPA pathway to produce the level of environmental analysis and documentation required for the proposed undertaking. The application and ERS will document and support the NEPA analysis pathway option chosen for the proposal. States are required to include the completed application with their formal LWCF proposal submission to the NPS.

The NEPA analysis pathway options available to States are:

a. Categorical Exclusion for which a record is needed. These Categorical Exclusions (CE) are for federal actions that, under normal circumstances, are not considered major federal actions and have the potential for minor or no measurable impacts on the human environment. Before submitting a proposal to the NPS for federal review and decision, it is the State's responsibility to review the LWCF proposal to determine if the project meets the criteria for a CE determination. If the LWCF proposal meets the criteria for a CE, the State provides sufficient documentation on the application and ERS to support the CE by indicating that all potential impacts will be minor or less, and NPS agrees with the CE selection, NPS will sign its own CE form signifying the proposal is categorically excluded from further NEPA analysis.

   A CE is not applicable if the ERS indicates that the proposal may result in more than minor impacts on resources.

   Note that in addition to the CE criteria, the State must also consult the list of exceptions to the CE criteria listed in the NEPA. These exceptions describe additional circumstances that may be relevant to the proposal and could result in adverse impacts on the human environment, and, therefore, preparation of an EA would be required.

b. Environmental Assessment. **An Environmental Assessment (EA) is required when** 1) the significance of impacts on any resource is unknown, **(A SITE THAT HAS NO DEVELOPMENT ON IT)** or 2) the proposed action does not meet the criteria for CE and is not included in the list of actions that normally require an EIS, or 3) the proposed action needs several CE categories to fully describe the action, would involve one or more CE criteria exceptions, or would involve unresolved conflicts concerning the use of resources. An Environmental Assessment will consist of 5 Chapters.

Chapter 1 – Purpose, Need, Background. This chapter describes the purpose of the EA so that the interested and affected public, including other agencies and decision makers, understand the type and nature of the proposal that needs a federal LWCF decision. This chapter needs to explain that the EA will provide a framework for the NPS to evaluate the environmental consequences of the proposed action on the human environment. It must also include any information to help the interested and affected public and decision-makers understand the context for the proposed action, including a clear explanation of the role of the LWCF Act Section 6(f)(3) in the proposal and the scope of the environmental review.

Chapter 2 - Description of Alternatives. This chapter must provide enough information for the interested and affected public and decision-makers to understand the proposed alternative (federal approval of the LWCF proposal) and the no-action alternative. This chapter should begin with an evaluation of all considered alternatives, including the reasons for selecting the proposed alternative and rejecting the others.

At a minimum, the proposed alternative should be described in detail, along with the public outdoor recreation resources and opportunities provided by the proposal, including maps clearly depicting the creation or changes to the LWCF Section 6(f) boundary. New and/or existing Section 6(f) parkland must be described in detail. This chapter must include an explanation of the status of any other approvals, permits, or other factors needed to implement the proposal.

Chapter 3 - Affected Environment. The affected environment is a detailed description of the current state of resources expected to experience environmental impacts. Using the resource impact information documented on the Environmental Review Survey (ERS) and other means of collecting information about affected resources, delineate an analysis area boundary for each resource and describe its existing status (location, nature, condition, scope, size, etc.). The existing status of these resources will serve as baseline information upon which impacts will be compared in the next EA chapter.

This includes a detailed description of any existing public outdoor recreation resources and opportunities at the affected site(s), including a clear depiction of any existing Section 6(f) boundary.

This chapter must also describe the park/recreation area's population service area and demographics, including information about minority and low-income populations pursuant to Executive Order 12898, Environmental Justice in Minority and Low-Income Populations.

Also, this chapter must include a description of any existing easements, rights-of-ways, leases, and any other agreements about the use of the Section 6(f)(3) area. If the proposal includes land with a history of contamination, this chapter should describe the contamination and current condition/remediation status.

For Section 6(f)(3) conversions, this chapter must include a description of the existing resources associated with the Section 6(f)(3) parkland proposed for whole or partial conversion, including associated outdoor recreation facilities and opportunities, and a description of the existing resources at the replacement site(s). The description must include a detailed description of existing outdoor recreation resources, facilities, and opportunities for all affected areas, as well as the existing population served by the converted park and the existing population to be served by the new replacement parks.

For conversions, resources beyond the existing and proposed Section 6(f)(3) areas are not subject to review unless required by other federal compliance programs.

Any resources and issues to be dismissed from further analysis must be described in this chapter.

Chapter 4 - Environmental Impacts. This chapter analyzes the degree to which the resources described in Chapter 3 (above) will be impacted by the proposal. The analysis should be presented to the interested and affected public, agencies, and decision-makers to understand the potential impacts, both beneficial and adverse, and should include qualitative and quantitative data that consider the context, intensity, duration, and timing of these impacts. The presentation of data must be presented objectively, accurately, and factually. Resource impacts within the proposed Section 6(f)(3) boundary must be described, including any future easements, right of ways, leases, and agreements about the use of the Section 6(f)(3) area.

This chapter must also include a detailed discussion of the proposed impacts, both beneficial and adverse, on the provision of public outdoor recreation for the populations served by the proposal including impacts to minority and low income populations pursuant to Executive Order 12898, Environmental Justice in Minority and Low-Income Populations, and a clear depiction of any Section 6(f) boundary changes, especially for expansion of existing Section 6(f) areas and conversions, including a description of any easements, rights-of-way, leases, and any other agreements about the use of the Section 6(f)(3) area as a result of the proposal. If Chapter 3 (above)

includes information that any of the land resources in the proposal has a history of contamination, this chapter must include information on the impacts of the proposal on this land, considering its status, including the land's suitability to support healthy and safe outdoor recreation activities in perpetuity.

For Section 6(f)(3) conversions, an analysis of impacts to the affected resources described in Chapter 4 must be presented in this chapter. Resources beyond the existing and proposed Section 6(f)(3) areas are not subject to review unless required by other federal compliance programs.

Chapter 5 - Coordination and Consultation. This chapter must list persons, organizations, and agencies contacted for information and for identifying critical issues, developing alternatives, or analyzing impacts. Any scoping or other public involvement efforts should also be detailed. A list of preparers and their qualifications should also be included.
(1) Opportunity for public review and comment. At a minimum, States are required to ensure the interested and affected public has had an opportunity to review and provide written comments on completed environmental assessments for LWCF proposals. This public comment period shall be no less than 30 days. The notice that an EA is available for review shall be published in the local newspapers and community notices, posted on the sponsoring agency's website, and made broadly known to the public in such a way that the interested and affected public has ample notice of the public comment period. The State/project sponsor is responsible for reviewing the public comments. These comments and the responses that address all substantive comments are to be included in the proposal's submission to NPS.

If the proposal is revised in response to substantive public comments or for any other reason, States should consult with NPS to determine if the public needs another opportunity to review the revised EA.

Environmental Impact Statement. An Environmental Impact Statement (EIS) is required when the potential for significant impact to the human environment exists and is indicated by an EA or through the A&R Form. The State should contact NPS for further guidance as soon as there is an indication that an EIS may be required.

SECTION 5.0 PROPERTY

(A) LWCF Boundary Map:
Provide (2) hand-signed and dated LWCF boundary maps as described.

The LWCF boundary area map shall clearly delineate the area subject to the provisions of the LWCF Act (54 U.S.C. § 2003). An acceptable LWCF boundary area map is required for all development and combination projects prior to NPS approval. The LWCF Boundary establishes the area that will be protected, operated, and maintained in accordance with the LWCF Act as a public outdoor recreation area by the project sponsor. A "Limitation of Use" will be required to be recorded on the property deed prior to reimbursement of an awarded project.

The LWCF boundary area, subject to the provisions of the LWCF Act, must encompass a viable public outdoor recreation area that is capable of being self-supporting without reliance upon adjoining or additional areas not identified in the scope of the project (such as for access, utilities, park support facilities, etc.). Consistent with the intent of the LWCF Act, the Program expectation is that the entirety of the park or recreation area being acquired, developed, or expanded will be included within the LWCF boundary area. Exceptions for boundaries that would apply to a lesser area may be considered only when it can be shown that the area is self-supporting (as described above). These requests will be reviewed on a case-by-case basis by the NPS LWCF Washington Office prior to award of a grant.

Applicants should consider any existing or potential non-recreational uses of the park property that should be excluded ("carved out") from the LWCF area. It is highly recommended that applicants consult with the Mississippi Department of Transportation to determine if any planned road construction or improvement projects might impact the proposed LWCF boundary. If an impact is foreseen, the LWCF boundary should, if possible, be delineated to avoid being affected by the road construction, such as expansion of the Right Of Way, so as not to create a future conversion of use.

Prior to final reimbursement for development and combination projects, the State and NPS may mutually agree to alter the LWCF boundary area to provide for the most satisfactory unit intended to be administered under the provisions of the LWCF Act.

The LWCF boundary area map and/or attachments, as appropriate, shall depict the following:

a. Official Park/site name, location, and LWCF project number.

b. Sufficient detail to legally identify the lands to be subject to the provisions of the LWCF Act. The following methods of identification are acceptable: deed references; adjoining ownerships; adjoining easements and rights-of-way; public streets; adjoining water bodies or other natural landmarks; metes and bounds; and surveys. A legal description with metes and bounds is recommended.

c. All known outstanding rights and interests in the area held by others. Known easements, deed/lease restrictions, reversionary interests, etc., are to be documented, including any area(s) under lease, name(s) of lessor and lessee, and term remaining on the lease(s).

When, at the time of project application, it is known that outstanding property rights held by others are being or will be exercised in the foreseeable future and impact only a portion of the area to be subject to the provisions of the LWCF Act, the impacted area must be clearly excluded from the LWCF boundary area depicted on the map and accompanied by an explanation. The remaining project area must meet all LWCF program criteria for eligibility and be a viable public outdoor recreation area.

d. Total acreage of the area within the LWCF boundary and subject to the provisions of the LWCF Act.

e. North arrow.

f. Signature of the project sponsor, a public official such as the Mayor for a municipality or the President for a county board of supervisors. Also, the date of signature.

g. Maps of up to 11-inch x 17-inch format are highly preferred for future administrative use, such as copying and scanning. Avoid the use of color as the only means to delineate areas. The map should be legible when printed in black and white.

(B) Property Ownership and Description:

The project sponsor must possess sufficient title and adequate legal control of the property to be within the LWCF boundary area in order to provide reasonable assurances that a conversion pursuant to the LWCF Act (54 U.S.C. § 200305(f)(3)) will not occur without its knowledge, state review, and NPS decision.

1. Provide a legal description with acreage of the LWCF Boundary Area

2. Provide a copy of the property deed with description and acreage.

3. If the property boundary as described in the deed is different from the LWCF Boundary, then provide a plat of the property with the proposed LWCF boundary delineated within the property.

SECTION 6.0 PROJECT BUDGET, NARRATIVE, & TIMELINE:

Provide a budget estimate and a budget narrative of the LWCF proposal. The budget estimate and budget narrative must provide a complete estimated cost of the project. If the LWCF-assisted elements are a component of a much larger project, your estimate must consider only the elements that will receive federal assistance or be used as part of the match to maintain a 50/50 cost share.

A sample budget estimate and narrative are provided below. Applicants may create their own budget forms; however, it is imperative to provide a detailed budget with the percentages of the federal and non-federal shares.

Applicants must clearly identify their match. Non-federal grants may be used as a match but must be in hand to be eligible.

(A) Cost Estimate Information:

1. How was the cost estimate (budget) derived?

2. What assurances are there that the costs listed are reasonable?

3. Describe any project elements or costs that will improve site resiliency and facility longevity, if any.

4. Are any eligible pre-award costs included as part of the grant request?

☐ No

☐ Yes – Indicate the date from when those costs started being incurred, the funding category/categories, the total amount of pre-award costs anticipated to be incurred before the grant start date, and whether they are included for match purposes or for reimbursement. (Note: these should also be presented in the budget narrative.)

(B) Cost Estimate Notes:

- Include only LWCF Eligible Items in the budget estimate. Non-eligible items cannot be used in the local share or the LWCF share.
- If the overall project cost is greater than the grant, only show the total project equaling grant funds for a 50/50 share. To show the overall project cost exceeding available grant funds for informational purposes, provide a separate cost estimate as prepared by an estimator or engineer.
- Material purchased or construction prior to the grant award is not eligible for reimbursement. Do not include in the budget estimate.
- Pre-award Engineering Cost for Design and Cost Estimates to be identified separately from other engineering fees that will occur after project award.
- Design and Engineering Fees include design, estimates, project administration, and inspections.
- The eligible amount of the Design and Engineering Fee is limited to 8% of the related construction cost.
- Contingency budget line items are not allowed. Do not list contingencies or similar entries as a budget item. A contingency percent can be incorporated within the cost of construction elements, but it cannot be shown as a line item in the cost estimate/budget.

(C) LWCF Project Budget Estimate

Applicant:			
Project Name:			
Prepared By:		Date Prepared:	

List specific elements of the Proposed Budget, such as playground equipment, tennis courts, pavilions, etc.

Element Description	**Quantity & Unit**	**Unit Cost**	**Total Cost (100%)**	**LWCF 50% Share**	**Local 50% Share**
Design & Engineering Fee (Pre-award of project)					
Design & Engineering Fee (after Award of Project)					
List Construction Elements Below					
Total					

In addition to the above Project Budget Estimate, include an Excel spreadsheet of the Project Budget. Estimate on the Flash (USB) Drive

(D) Budget Narrative

Provide a narrative description of the items included in the project budget. The budget narrative should clearly identify all project costs and should align with the scope of work identified in the project narrative. Provide detailed information on all cost categories, including the value of any in-kind contributions of goods and services provided to complete the project and to be counted for matching purposes. Unit costs shall be provided for all budget items, including the cost of work provided by contractors or sub-recipients. Do not show contingencies as a line item.

The example below is in Appendix N - Budget and Budget Narrative:

Element	Unit	Cost	Fed Share	Match Share	Total
Acquisition	1.5ac	100,000	$50,000	$50,000	$100,000
"Playground for All"	750sf	8.00	$23,665	$23,500	$47,165
Poured-in-place surface			$3,000	$3,000	$6,000
Play elements			$20,665	$20,500	$41,165
Bathroom Renovation		12,500	$12,500	$25,000	
Picnic areas	3	11,750	$17,625	$17,625	$35,250
Accessible tables	12	350	-	$4,200	$4,200
Shelters	3	8,950	$15,525	$11,325	$26,850
Concrete surface	1,200sf	3.50	$2,100	$2,100	$4,200
Parking Renovation	4,500 sf	2.25	$19,110	$17,265	$36,375
Demolish existing lot	7,000 sf	3.75	$5,062	$5,063	$10,125
Install a new surface lot			$14,408	$12,202	$26,250
Goals for multi-use field	2	2,100	$2,100	$2,100	$4,200
Site work (3 staff)	120 h	16.75	-	$2,010	$2,010
Total		125,000	$125,000	$250,000	$25,0000

(E) Budget Narrative Example

(Review comments provided for clarification when preparing narrative)

The Hamilton Parks Department expects to execute this project using a combination of in-house labor and contracting with one or more outside companies. We hope to use a single firm to install the playground surface as well as the concrete for the picnic areas and the parking lot. We have reached out to several prospective companies that typically bid for this type of work to obtain general estimates for our budget proposal.
Commented: *Explain how the budget was developed*?

Public engagement efforts and site plan development for the project have occurred over the past several years and were completed in 2018. The costs of this work are not included in our budget proposal.
***Commented*:** *Note what's in and what's out*

Land acquisition: The 1.5-acre portion of the former school property to be acquired has already been appraised to the federal standards, and the value has been determined to be $100,000.

Playground for all children: A new playground with a variety of elements that will be accessible for both non-disabled and disabled children of a range of ages will be built. The playground will have safety surfacing and features such as swings, slides, climbing apparatus, and a 12-foot-long suspension bridge.
Commented: *Explain how value was derived – from appraisal or some other method of estimating (explain!)*

Bathroom renovation: The existing bathroom building, which includes men's and women's areas, will be renovated to reconfigure sink areas and some toilet cubicles, ensuring both areas meet contemporary accessible design standards.
Commented*: The limited scope of work explains why the cost is lower than what might be expected for a typical park bathroom renovation.*

Picnic areas: Three picnic areas will be developed around the park, including 20-foot-diameter steel-framed gazebo shelters, concrete surfaces, and accessible picnic tables. The picnic tables will be donated to the project by a local hardware store in Hamilton and will count toward the match.
Commented*: Any donations to the project should identify the source, amount, and item/service contributed to the project.*

Parking Area with Permeable Pavement: A small existing asphalt parking lot serving the school playfield area and accessible to one of the new picnic areas will be demolished and expanded to create a new lot using porous concrete, accommodating 20 cars, including 3 parking spaces for people with disabilities.
Commented*: Extra detail about this concrete to explain why it's more expensive than the concrete for the picnic area surfaces*

Multi-use field: The land being acquired comprises former school playfields, so minimal work is needed. However, for full usability, new goals will need to be installed.

Site work: Fencing and vegetation that separates the existing park from the former school site will be cleared or demolished. The park's maintenance staff will perform this work. We estimate the work will take about 120 hours, or 3 staff each, for one week at an average salary of $16.75/hour.
Commented*: If people/labor will be paid for, the narrative must detail the position(s), the work they will perform, the amount of time involved, and actual or average salary as appropriate (e.g., hourly, annual)*

Budget Narrative:
(Provide below)

(F) Project Timeline:
Provide an estimated timeline showing project milestones and progress from award to completion. Provide the total estimated time of the project. Typically, projects are not funded for more than two years.

Name of Project:

Timeline:

Attachments Checklist

The following items must be included with the Application:

☐ Application Certification Page.

☐ Governing Body Resolution (Appendix E – example).

☐ LWCF Application.

☐ Location maps (3 separate maps).

1. Locality within the State of Mississippi (State of Mississippi map).
2. Location within the jurisdiction (County or City Map).
3. Local Location Map showing the property, street names, and entrance to the recreation area.

☐ Recreation map showing existing outdoor recreation sites in the city or county.

☐ Recreation Inventory List of existing recreation facilities in the city or county, with (LWCF) by the appropriate parties.

☐ Site Development Plan – Identify which elements are to be assisted by Land and Water Conservation Funds and location on the site. (Appendix M – example).

☐ Building floor plan(s) if structure is grant-funded.

☐ LWCF boundary map (provide 2 signed maps).

☐ Budget narrative and cost estimate of proposed LWCF project showing local share and federal share. Provide a narrative explaining the budget and cost estimate (See example).

☐ Project Timeline.

☐ Deed and legal description showing ownership of Property.

☐ Property plat with LWCF Boundary Area shown.

☐ USFWS documentation for Endangered Species Act.

☐ State Historic Preservation Office (MDAH) documentation for Section 106.

☐ Assurances for Construction Programs (SF-424D).

Download the link here: www.grants.gov/forms/forms-repository/sf-424-family

☐ Pictures of site – submit pictures showing existing site conditions.

☐ Documentation of any public comment period and summary of comments received during any public comment period. If the applicant responded to the comments received, include those responses as well.

Additional Documents, if deemed applicable:

☐ Coastal Barrier Resource System documentation, if applicable

☐ Environmental Impact Statement

☐ Compliance with Executive Order 11988, Floodplain Management, if applicable.

☐ Flood Insurance, if applicable

☐ Compliance with Executive Order 11990 Protection of Wetlands, if applicable.

☐ NHPA documentation for Historic Preservation Act, if applicable.

☐ Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA) Yellow Book Appraisal for acquisitions, if applicable.

LWCF APPLICATION CERTIFICATION

On behalf of the [insert name of applicant/local sponsor],

I hereby certify that the information contained in the attached application is true and correct. I understand this application will be rated based on the information submitted, and the submission of incorrect data or an incomplete application can result in this application being withdrawn from consideration for funding.

I hereby certify that the applicant will comply with all applicable local, state, and Federal laws and regulations.

I hereby certify the availability of funding for the total project costs as represented in this application.

I hereby certify that the applicant understands that the LWCF program reimburses at 50% and that documentation of expenditures must be submitted to MDWFP-ORG to receive reimbursement. Further, it is understood that no partial reimbursements will be requested. When the project is 100% complete, the required paperwork is received, a final inspection is conducted, and National Park Service approval is obtained, a first and final reimbursement will be processed.

I hereby certify that upon completion and prior to reimbursement, the property will be placed under Section 6(f) protection of the Land & Water Conservation Act and will have "Limitation of Use" wording to such effect recorded in the deed of the property.

I hereby certify that upon completion, the property will be operated and maintained in accordance with the LWCF program.

Further, I certify that necessary coordination with interested parties was involved during the development of the LWCF area.

Signed this _____ day of _____ , 2026

By: _____

Title: _____

Organization _____

Date: _____

Attested by: _____

Memorandum

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

From: **Ann Jones**

cc:

Date: **Tuesday, May 19, 2026**

Re: **Approve advertising sponsorship for 2026 Star Spangled Celebration on the River, July 2, 2026, in accordance with Mississippi 17-3-1, in the amount of $9,800.00, and authorize issuance of manual check for the same.**
File Number: 2026-378
Minute Book #

Summary
Approve advertising sponsorship for 2026 Star Spangled Celebration on the River, July 2, 2026, in accordance with Mississippi 17-3-1, in the amount of $9,800.00, and authorize issuance of manual check for the same.

Recommendation Statement
I recommend that this item be approved.

Please place this on the May 19, 2026 City Council meeting for consideration.

INVOICE

Hattiesburg Downtown Assn.
PO Box 150
Hattiesburg, MS 39403-0150

emily@downtownhattiesburg.com
+1 (601) 583-4329
www.downtownhattiesburg.com

Bill to
Mayor Toby Barker
City of Hattiesburg

Invoice details
Invoice no.: 0117
Terms: Net 30
Invoice date: 05/04/2026
Due date: 06/03/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Star-Spangled Sponsor**	Fireworks	1	$9,800.00	$9,800.00

Total **$9,800.00**

Ways to pay

View and pay

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, May 19, 2026**

Re: **Approve the Subrecipient Agreement with Breakthrough Community Services, Inc. in response to the City's Public Services Request for Proposals for 2025/26 CDBG Public Service funding, not to exceed $25,000. The program will provide utility assistance to eligible low-to-moderate income elderly households age 62 and older in accordance with HUD CDBG Public Services requirements.**
File Number: 2026-381
Minute Book #

Summary
Approve the Subrecipient Agreement with Breakthrough Community Services, Inc. in response to the City's Public Services Request for Proposals for 2025/26 CDBG Public Service funding, in an amount not to exceed $25,000. The program will provide utility assistance to eligible low-to-moderate income elderly households age 62 and older in accordance with HUD CDBG Public Services requirements; and authorize the Mayor to execute the agreement in duplicate.

Recommendation Statement
I recommend approval of this item.

Please place this on the May 19, 2026 City Council meeting for consideration.

CITY OF HATTIESBURG

COMMUNITY DEVELOPEMNT BLOCK GRANT (CDBG)
SUBRECIPIENT AGREEMENT

BREAKTHROUGH COMMUNITY SERVICES
UTILITY ASSISTANCE PROGRAM

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this **nineteenth (19th) day of May, 2026** by and between the CITY OF HATTIESBURG, MISSISSIPPI, (herein called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and **Breakthrough Community Services, Inc.**, (herein called the "Subrecipient"), located in the City of Hattiesburg (**1313 Country Club Rd., Hattiesburg, MS 39401**) for an amount not to exceed **$25,000.00** and which shall terminate on or before the **31st day of December 2026**, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds for: **establishing the Subrecipient's "Utility Assistance" program – an initiative intended to provide Subsistence Payments (within CDBG guidelines) to pay certain utilities for low to moderate income limited clientele – targeting elderly persons age 62 and older – that are at risk of homelessness and/or utility shut-off.**

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will utilize the CDBG funding to pay utility bills for low to moderate-income individuals. Payments may only be made for electricity service and gas service, and payments must be made directly to the utility provider. Payment(s) for any one household may not exceed three (3) months, which may be made up of one payment for payments in arrears or three consecutive monthly payments to a utility. Payments may be made to both gas and electric utilities for the time period allowed. Payments may not be made for service not yet incurred and billed to the client. The Subrecipient will serve a minimum of 100 low-to-moderate households consisting of elderly persons age 62 and older households.

Program Delivery

One hundred percent (100%) of the households served must be low- to moderate income as defined by HUD. The Subrecipient will track the total number of

households served, will collect demographic and income data on all households served, and will maintain appropriate client files. Any other data based on other aspects of the program such as volunteer participation, additionally community needs identified, and participant progress in continued case management, etc. will be reported to the Grantee, and ultimately to HUD, in a narrative format.

The Subrecipient will provide the Grantee with Quarterly Reports, due June 20th, September 20th, and December 20th, reporting all of the data listed above. The Subrecipient will additionally submit ad hoc reports as may be requested by the Grantee.

General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG Program.

Non-compliance with the CDBG program, financial requirements, eligibility requirements, reporting requirements, or any part of the agreement contained herein may result in the Grantee requiring the return of some, or all, funds drawn by the Subrecipient.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet the CDBG Program's National Objective of Benefiting Low to Moderate Income individuals as an eligible public service activity under 24 CGR 570.201(e) meeting the Low-to-Moderate Income Limited Clientele national objective pursuant to 24 CFR 570.208(a)(2).

C. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/PROGRAM GOAL	DATE
Grant Award	5/19/2026
Implement Program	5/19/2026 – 12/21/2026
Complete and Submit Final Report	12/21/2026

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within (10) days after being notified by the Grantee, contract termination will begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the **nineteenth day of May 2026** and end on the **31st day, December 2026**. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

III. BUDGET

The budget for the activity outlined herein is limited to $25,000.00. The proposed allocation of this budget is as follows, but may be adjusted as allowed in Part VI below.

PUBLIC SERVICE – UTILITY ASSISTANCE PROGRAM

Line Item	Amount
Utility Assistance Payments	$ 20,000.00
Personnel (Intake/Eligibility/Program Delivery)	$ 4,500.00
Program Supplies	$ 500.00
TOTAL	**$ 25,000.00**

Personnel cost shall be limited to staff directly involved in intake, eligibility verification, client file maintenance, and coordination of utility assistance services. Supplies shall be limited to consumable program-related materials necessary for administration of the program.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (A) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content

prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

Any Program Income generated as a result of this award must be returned to the Grantee within 30-days.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$25,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance. The Subrecipient will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses is provided.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient's financial management system in accordance with the acceptable standards specified in OMB Circular A-110.

Payment to the Subrecipient may only be made as a reimbursement for costs incurred, attributed to a line item of the approved budget in Part III, and justified with appropriate documentation.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	Subrecipient
City of Hattiesburg Department of Urban Development *Community Development Division* Dequandra Johnson, Division Manager P. O. Box 1898 Hattiesburg, MS 39403 - 1898 Phone: (601) 554-1006	Arthur Siggers, Chairman Breakthrough Community Services 1313 Country Club Rd. Hattiesburg, MS 39401 Phone: (601) 582-3475 Email: tamekiamobc@aol.com

VI. SPECIAL CONDITIONS

The Subrecipient is expected to make every effort to fulfill the terms of the award, to include the proposed accomplishments and the amounts expended according to the budgeted line items in Part III. It is understood that there may be circumstances

that lead to a budget adjustment. Cumulative adjustments to budget line items that are less than 10% may be made without prior approval, but should be noted in the next periodic report. Cumulative adjustments of 10% or more require prior written approval.

Exhibit A, attached, includes the Subrecipient's Application for CDBG funding and proposal as originally submitted. The Exhibit is included strictly as a reference of the broader purpose of the agency and/or the program and its budget information, which may serve as evidence that the program will receive other financial resources. Significant portions of the proposed program may have been added to or taken away in drafting the final Subrecipient Agreement, contained herein.

Utilization of Funds

If the Subrecipient fails to comply with the terms of this Agreement, such as C. Implementation Schedule or the expenditure of 50% of obligated funds by the 3rd Quarterly Report, the Grantee can terminate this without giving a 30-day notice. See Section H. Suspension or Termination.

Facility Improvements

This Agreement is limited to public service activities only. Facility improvements, rehabilitation, construction activities, and equipment purchases are not eligible under this aware unless otherwise approved by written amendment.

Any improvements made to the facility, or fixtures or equipment purchased as part of this agreement are to remain as permanent additions to the facility and property of the City's CDBG Program as long as the Subrecipient maintains the facility and in the event that the Subrecipient discontinues its program and/or vacates the facility.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the Department of Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)]. The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Liability and Hold Harmless

The Subrecipient shall not, without prior written permission of the City specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the City of Hattiesburg

D. Workers' Compensation and Insurance Requirements

The Subrecipient shall maintain adequate workers' compensation and liability coverage in accordance with applicable state and local requirements.

E. Grantor Recognition

The Subrecipient shall insure recognition of the role the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include reference to the support provided herein in all publications made possible with funds available under this Agreement.

F. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such

modifications will be incorporated only by written amendments signed by both Grantee and Subrecipient.

This Agreement contains the entire understanding of the parties, and any change of any term or provision of the Agreement can be approved by the by the City Council. Any such amendment shall be attached to and made a part of this Agreement.

G. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date of such termination. Partial termination of the Scope of Services in Paragraph I. A above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience and at any time, at the Grantee's option, all finished or unfinished documents, carpenter's materials, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part without notice, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds to be paid for past work until such time as the Subrecipient is found to be incompliance by the Grantee, or is otherwise adjudicated to comply.

H. Networking and Coordination

There will be periodic networking and coordination meetings of all agencies receiving CDBG Public Services funds from the City of Hattiesburg. The Community Development Administrator or his designee will chair meetings. These meetings will provide opportunities for information sharing, technical assistance, updates of Federal, State and local requirements. The meeting will be approximately one hour at a mutually agreed upon time.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all cost incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circular A-122 "Cost Principles for Non-Profit, or A-21 "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

If the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local governments," and OMB Circular A-87 would apply to this Agreement.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, which are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this must be retained for four (5) years after final disposition of

such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall conduct all activities related to determining the eligibility of its program participants. Such determinations must adhere to the same guidelines, policies, procedures and regulations used by the Grantee when determining eligibility for its several other CDBG programs. The Grantee and Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not limited to, client name, address, income level or other basis for determining eligibility, and description of service provided.

4. Disclosures

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in case of a minor, that of a responsible parent/guardian.

5. Property Records

The Subrecipient shall maintain real material inventory records which clearly identify materials purchased, improved properties.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials and determining the custodian ship of records.

7. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable OMB Circular A-133.

C. Reporting and Payment Procedures

1. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with an approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually paid by the Subrecipient (reimbursement). Payments will be adjusted by the Grantee in accordance with program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

2. Progress Report

The Subrecipient shall submit progress reports to the Grantee in the form, content and frequency as required by the Grantee. The Progress Reports are due quarterly and/or whenever payment requests are submitted.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of materials and shall maintain inventory records.

2. OMB Standards

The Subrecipient shall procure all materials in accordance with the requirements of OMB Circular A-110, Procurement Standards, as well as, applicable sections of 24 CFR Part 85. Further, any subcontracts executed in connection with the implementation of this grant must adhere to the same standards.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil rights of 1964 as amended, title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are limited to the following: hiring, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and of 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of

land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected thereon, providing that the City of Hattiesburg and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits the discrimination against persons with disabilities in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Plan

The Subrecipient agrees that it shall be committed to carrying out pursuant to the Grantee's specifications and Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

2. W/MBE

The subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business that is at least fifty (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of and independent investigation.

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3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD, or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontracting Provisions

The Subrecipient will include the provisions of Paragraph IX. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

C. Employment Restrictions

1. Prohibited Activity

The subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage and/or nepotism activities.

2. Labor Standards

The Davis-Bacon Act and related labor standards provisions apply only to applicable construction or rehabilitation activities funded under this Agreement. As this Agreement is solely for public service activities, Davis-Bacon requirements are not anticipated to apply unless the scope of work is amended to include covered construction activities.

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation of residential property containing less than eight (8) units, all contracts engaged in under in excess of $2,000.00 for repair work financed in whole or part with the assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreements/Contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journeyman workers; provide, that if wages higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement.

> "The work to be performed under this contract is a project assisted under a program providing direct federal funding from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low-and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or public construction project are given to low-and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; and where feasible, priority should be given to low-and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low-and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG funded projects are located; and where feasible, priority should be given to business concerns which provide economic opportunities to low-and very low-income residents within the service area or neighborhood in which projects are located, and to low-and very low-income participants in other HUD programs.

The subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. <u>Notifications</u>

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with

documented evidence of follow-up actions to correct areas of noncompliance.

c. Content

The sub-recipient shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way to any extent be engaged in the conduct of political activities in violation of Chapter 15 of the Title V of the United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in performance of this Agreement; no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement Program.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer of 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 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 agency, a Member of congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form- LLL, "Disclosure form to Report Lobbying," in accordance with its instructions.

c. It will require that the language of paragraph (d) of this certification be included in award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification – Paragraph d

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

6. Copyright

If this Agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for governmental purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements in so far as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead Based Paint

The Subrecipient agrees that any repair of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood level screening for children under the age of seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on the Federal, state or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected hereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS THEREOF,

The City of Hattiesburg and the AWARDEE have caused their signatures to be hereunto affixed and duly attested:

City of Hattiesburg, Mississippi

By: _____
Toby Barker, Mayor

Date: _____

Attest: _____
Kermas Eaton, City Clerk

Date: _____

Breakthrough Community Services

By: Arthur L. Siggers
Arthur Siggers, Executive Director

Date: 5-19-26

Attest: _____

Date: _____

Memorandum

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

From: **Ann Jones**

cc:

Date: **Tuesday, May 19, 2026**

Re: **Approve a Sponsorship Agreement between the City of Hattiesburg and the Hattiesburg Concert Association in accordance with MS Code Section 17-3-1, for advertising and promoting the City of Hattiesburg through events such as FestivalSouth in an amount not to exceed $35,000.00. Authorize issuance of manual check for the same.**
File Number: 2026-350
Minute Book #

Summary
Approve a Sponsorship Agreement between the City of Hattiesburg and the Hattiesburg Concert Association in accordance with MS Code Section 17-3-1, for advertising and promoting the City of Hattiesburg through events such as FestivalSouth in an amount not to exceed $35,000.00. Authorize issuance of manual check for the same.

Recommendation Statement
I recommend this sponsorship agreement.

Please place this on the May 19, 2026 City Council meeting for consideration.

AGREEMENT BETWEEN
HATTIESBURG CONCERT ASSOCIATION
AND
THE CITY OF HATTIESBURG

This contract between the City of Hattiesburg (City) and Hattiesburg Concert Association is established as a partnership whereby the City agrees to pay $35,000 in consideration of the following provision of service and authorized pursuant to MS Code 17-3-1 in which to bring into favorable notice the opportunities, possibilities and resources of the City of Hattiesburg:

- Sponsorship of FestivalSouth Events
- Development and Sponsorship of Community Concerts
- Provision of Community-based Arts Education and Outreach Efforts

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

_____ _____

Toby Barker Hattiesburg Concert Association

Mayor

City of Hattiesburg

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HATTIESBURG CONCERT ASSOCIATION
AND
THE CITY OF HATTIESBURG

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_____ _____

Toby Barker Hattiesburg Concert Association

Mayor

City of Hattiesburg

THE CITY OF HATTIESBURG

One of America's Great Small Cities!

April 28, 2026

Department of Finance
City of Hattiesburg
Mayor and City Council

RE: Motorola Watch Guard In-Car Video Systems

Our Police Department is requesting the purchase of the Motorola Watch Guard In-Car 4RE Systems from Motorola, doing business as Motorola Solutions. This system is specifically designed to integrate seamlessly with our existing in-car video systems and will also be compatible with our current Watch Guard body cameras. The compatibility of the video recording system with our current Watch Guard products is a key factor in this acquisition. Watch Guard has ensured the necessary technology for both systems to work together effectively.

While other companies offer similar systems, the Watch Guard system uniquely allows our users to save recordings directly to our existing evidence library. This feature is not available with the competitor's systems, which do not support such selective data saving. Furthermore, this product is exclusively available through Motorola Watch Guard, as the patent for the product is owned by this company.

We would like to submit this as a sole-source request, as obtaining comparative or competitive quotations is not possible. Watch Guard stands as the sole manufacturer and exclusive distributor of this essential product.

Sincerely,
Hardy Sims
Chief of Police

HS/srh

(601) 545-4903 HATTIESBURG POLICE DEPARTMENT FAX (601) 545-4952
1 GOVERNMENT PLAZA• HATTIESBURG, MS 39401
CRIME STOPPERS (601) 582-STOP (582-7867) CELLULAR * C.S.

MOTOROLA SOLUTIONS

QUOTE-3579797
Copy of Qty 10 M500 plus 3 Acce Points

Billing Address:
HATTIESBURG POLICE DEPT
1 GOVERNMENT PLZ
HATTIESBURG, MS 39401
US

Quote Date:04/07/2026
Expiration Date:06/06/2026
Quote Created By:
Richard Carter
rickcarter@
motorolasolutions.com

End Customer:
HATTIESBURG POLICE DEPT
Shannon Harris
sweaver@hattiesburgms.com
601.544.7900

Contract: 36874 - SOURCEWELL MOBIL VIDEO-101223-MOT
AGREEMENT: WG AGREEMENT
Freight Terms:FREIGHT PREPAID
Payment Terms:30 NET

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
	M500					
1	WGB-0703A	M500 ICV SYSTEM, V300 WIFI DOCK, SPS*	10		$5,260.00	$52,600.00
2	WGB-0189A	MTIK CONF KIT,802.11AC,M500POE,5GHZ ANT	10		$328.00	$3,280.00
3	LSV07S05297A	5Y ESSENTIAL WITH ADVANCED REPLACEMENT M500	10	5 YEARS	$1,215.00	$12,150.00
4	WGP01566-350	ACCESS POINT, MIKROTIK, 802.11AC, 5GHZ	3		$200.00	$600.00
	VideoManager EL or EX: Video Evidence Management					
5	PSV00S05489A	MOBILE VIDEO REMOTE ON PREMISE DEPLOYMENT	1		$10,098.00	$10,098.00
6	PSV00S05492A	MOBILE VIDEO EQUIPMENT INVENTORY	1		$0.00	$0.00
7	WGP02400-510	VIDEOMANAGER EL, IN-CAR VIDEO SYSTEM ANNUAL LICENSE	10	5 YEAR	$975.00	$9,750.00

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 – #: 36-1115800

MOTOROLA SOLUTIONS

QUOTE-3579797
Copy of Qty 10 M500 plus 3 Acce
Points

Subtotal	$108,073.00
Total Discount Amount	$19,595.00
Grand Total	$88,478.00(USD)

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

April 28, 2026

Major Shannon Harris
Hattiesburg Police Department
300 Klondyke Street
Hattiesburg, MS 39401

RE: Motorola Solutions Products

Motorola Solutions, Inc. (Motorola) appreciates the opportunity to provide Hattiesburg Police Department with an overview of our body-worn and in-car cameras, digital evidence management solutions (DEMS), and integrations with our overall public safety technology portfolio.

Motorola recognizes that you have many options and vendors from whom to buy solutions and services. We believe that our products are not only the best available, their integration with one another through an integrated technology platform enhances their value exponentially when compared to other, superficially similar solutions.

Our In-Field Video Recording Solutions

Our V700 and SVX, body-worn cameras as well as our M500 in-car camera systems capture crystal-clear video and audio of every encounter from the perspectives that matters most. We've designed these cameras specifically to meet law enforcement's needs, with features that provide ultimate recording flexibility without disrupting your officers' focus on their mission.

Record-After-The-Fact – All of our cameras include our unique Record-After-The-Fact® (RATF) feature, which provides continuous recording and retrieval of video even days after an incident occurs. With RATF, officers can prioritize fast response to immediate threats over remembering to activate their camera.

V700 Body-Worn Camera - Motorola's next generation body worn camera, with built-in LTE, enables location sharing, live video streaming and wireless video upload from anywhere cell service is available. The V700 also features: exceptional video quality in low light conditions that mimic the human eye, a detachable battery that can easily be replaced during long shifts, the ability to integrate with and M500 in-car systems, Motorola's P25 land mobile radios, and our suite of CommandCentral solutions. The V700 has 128 GB storage, large enough to support Record-After-The-Fact for up to 110 Hours at 480P resolution, so events are never missed. The camera also includes customizable user preferences, multiple mounting options, and the SmartControl mobile app to review recorded events and change camera settings. The V700 also features a top LCD display with large icons for easy menu navigation and quick viewing of device status.

SVX VRSM - The SVX Video Remote Speaker Microphone is an industry differentiator device. The SVX can reduce the number of devices worn by law enforcement offices, allowing them to focus on safety rather than equipment. The SVX leverages the capabilities of APX NEXT and N70 radios, from clear, background noise reduced two way radio communication, to mission-critical ergonomics

and ViQi virtual partner information lookup over a shared LTE service - and adds the ability to capture detailed evidential video footage. The patented audio processing technology captures evidentiary video with both environmental audio and radio communications simultaneously, adding more context of how and when an officer responded. Leveraging the Voice Control capabilities of a paired APX NEXT or N70 radio, officers can now easily apply an event category to a recording video by simply uttering a voice command. This eliminates scrolling through a long list of events, either on a small body camera screen, phone app or back at the station after a shift.

M500 In-Car Video – The M500 is a purpose-built powerful ALPR and video analytics platform designed not just to capture video evidence but to keep you safer and more efficient in the moment. M500 display's intuitive user interface makes it simple to operate, with no function more than three taps away, and even if your vehicle is in a serious collision, the system can switch to a built-in UPS to continue capturing evidence for those vital extra seconds. The front camera is able to capture panoramic and focused views simultaneously, save footage of critical incidents in high resolution, and routine events in lower resolution to enable automatic storage management per individually configured retention policy, so you never have to compromise between quality and efficiency.

Body-Worn/In-Car Integrated Recording System – When deployed together, our body-worn cameras and M500 can form an integrated system that simplifies your officer's operational and administrative workflows. Once one camera in the system is activated or triggered, every camera in the system will begin recording. This ensures that incidents are captured from multiple vantage points, with video and audio that is synced and automatically tagged with GPS and time-stamp data. Footage can be managed in-vehicle through a touchscreen interface or in-car computer before uploading via WiFi or LTE to your digital evidence management system.

Motorola's Digital Evidence Management Solutions

To store, manage, and retrieve your video and audio evidence, we offer your agency a range of DEMS—on-premise, cloud-based, or hybrid—so that you can choose which option works best for your agency's needs.

On-Premise Hardware Deployment – Our on-premise DEMS, Evidence Library, is a powerful, server-based video evidence management system that scales to support thousands of simultaneous users. This makes it ideal for every law enforcement agency, regardless of size. Its intuitive user interface makes finding, managing and sharing video and audio evidence easy for the most casual user, and its wide range of customizable options and user permissions makes for flexible and secure use across the organization.

Cloud Software-as-a-Service (SaaS) Solution – Our Cloud DEMS, CommandCentral Evidence, aggregates and intelligently organizes all of your agency's digital content in one place — simplifying content management and streamlining workflows. It stores video, audio, images, incident data, and other digital content in a central, cloud-based location, streamlining access and management across your organization. This unified storage framework reduces the complexities of record management, and will allow your personnel to make informed decisions based on a complete case evidence view presented to them via a single interface. CommandCentral Evidence uses the Azure GovCloud, securing data at rest and in transit to protect communications. This complies with CJIS guidelines,the NIST framework, and is audited annually against the Service Organization Control 1 and 2 reporting framework.

Regardless of whether you choose on-premise, cloud, or hybrid implementation, you can be confident that your body-worn and in-car recorded footage will be easy to review, manage, store, and aggregate through an intuitive, flexible digital evidence management solution.

M500 Interview Recording System

The Interview Recording System offers agencies a secure way to record interviews, live-stream from a laptop or PC, and store and manage recorded content. This enables public safety agencies to build a reliable library of evidence through an accessible and streamlined method of participating in interviews and capturing important conversations. The solution offers a mix of camera options, including: Pelco Dome, Pelco Covert, and standard M500 cameras. These are powered by the M500 base unit. When set in 'Interview' mode, the base unit has specialized functionality designed for interview rooms, such as the ability to use a wall mounted rocker switch to activate recording. All recorded audio and video will be securely stored on the agency's VideoManager system, following the same evidentiary flow as evidence collected from body-worn cameras and in-car video systems.

Seamless Integration with Motorola's Full Public Safety Portfolio

Motorola's mission is to help our customers be the best in the moments that matter. To accomplish that mission, we develop solutions that provide law enforcement and other public safety responders with the means to keep themselves and their citizens safe. From body worn and vehicle mounted video cameras, to data recording and storage, to evidence retrieval, management, and analytics, the products we offer your agencies and its members are part of an end-to-end portfolio focused on the needs of public safety.

The V700, SVX, Interview Room Solution, body-worn-cameras as well as our M500 in-car video systems and microphone, and DEMS are only a part of this portfolio. Because they are elements in Motorola's single, unified platform, they will also integrate with the products that your agency may already have, including LMR infrastructure and devices, dispatch and command center software, and broadband infrastructure and devices including our PremierOne, Flex CAD and RMS solutions as well as any Vigilant solutions. Motorola has developed this integrated platform to make our customers' workflows more efficient, optimize decision-making, and improve outcomes.

For example, an officer with a Motorola APX portable radio can now automatically activate recording on their V700/SVX and M500 in-car cameras when that APX radio enters emergency mode. Similarly, the M500 camera can now automatically run license plates of vehicles captured on the M500 against the billions of license plates stored in the Vigilant LPR system offered by Motorola. If a plate has been flagged, the Car Detector software offered as part of the LPR system will immediately notify the officers in the vehicle.

Should you select a Cloud or hybrid DEMS, CommandCentral Evidence integrates with the rest of Motorola's portfolio, including (but not limited to) the following specific capabilities: Aware Live streaming, Records Management, Analytics, Orchestrate, Reports, Community, CommandCentral Interview Room and many more. This means that your personnel will be able to see all of the available evidence for a specific incident through a single, unified interface, regardless of where that evidence is stored.

As our portfolio evolves, so will the ability of our customers to deploy new capabilities, in order to move to a proactive, predictive public safety model that improves the safety of our communities and the personnel who protect them.

The Benefit of a Motorola Purchase

Beyond simply selling products, solutions, and services, Motorola Solutions offers our customers a partnership with a company that is dedicated to your success. When an agency selects Motorola to provide a solution, they can be sure of our commitment to help law enforcement and other public safety responders meet their objectives and be the best in the moments that matter most.

Motorola Solutions is the exclusive and sole manufacturer of the M500 Digital In-Car Video System, the High-Fidelity Wireless Microphone System, and the V700 and SVX wearable camera systems. **These products are represented and sold only by Motorola and its manufacturers representatives via direct or applicable national, state or regional contracts**. Those contracts allow customers to purchase Motorola products under the terms of those contract agreements. The Body Camera Systems include "No-Fault Warranties" and Motorola is the only company able to provide warranties and maintenance for the above-mentioned products.

We look forward to working with you to develop a customized, integrated solution that meets your specific needs and provides you with the most value for your investment. To move ahead with this process, we invite you to contact Account Manager Name, Account Manager Title at Account Manager Phone, Account Manager Email. We thank you for your attention to this letter, and we look forward to working with you to develop and implement a solution that meets your needs.

Sincerely,

Nicole Talton

Appointed Vice President of Sales, Video
MOTOROLA SOLUTIONS, INC.

About Motorola

Motorola Solutions is a global leader in public safety and enterprise security. Our solutions in land mobile radio mission-critical communications, video security and access control and command center software, bolstered by managed and support services, create the most integrated technology ecosystem to make communities safer and help businesses stay productive and secure. At Motorola Solutions, we're ushering in a new era in public safety and security. Learn more at www.motorolasolutions.com.

Memorandum

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

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

cc:

Date: **Tuesday, May 19, 2026**

Re: **Authorize the disposal of Council Agenda Files dated from December 7, 2020, through May 17, 2022, in accordance with Ordinance #3342 and the State of Mississippi Records Retention Schedule for Municipalities General Schedule as provided for in MS Code Ann. § 21-15-37.**
File Number: 2026-384
Minute Book #

Summary

Authorization for disposal of records under MS Code Ann. § 21-15-37.

- City Council Agenda Files (GSL 01 02) dated from December 7, 2020, to May 17, 2022.

  Total: 9 boxes

Recommendation Statement

I recommend athorization for the disposal of requested records.

Please place this on the May 19, 2026 City Council meeting for consideration.

Memorandum

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

From: **Kristen Wilson, Grants Coordinator**

cc:

Date: **Tuesday, May 19, 2026**

Re: **Authorize submission of a grant application to Cincinnati Children's Hospital Medical Center for the Buckle Up for Life Community Grant and Gift of Safety to purchase and distribute car seats to families within the City of Hattiesburg; and authorize the Mayor to execute the same. No match is required.**

File Number: 2026-379
Minute Book #

Summary
FY26 Buckle Up for Life Grant Application

Recommendation Statement

I recommend authorizing submission of a grant application to Cincinnati Children's Hospital Medical Center for the Buckle Up for Life Community Grant and Gift of Safety to purchase and distribute car seats to families within the City of Hattiesburg; and authorize the Mayor to execute the same. No match is required.

Please place this on the May 19, 2026 City Council meeting for consideration.

PARTNERSHIP ALERT (2026-2027)

Applicant Region: North America

Apply through May 25, 2026, 8:00 p.m. ET

Buckle Up for Life

TOYOTA | Cincinnati Children's

Executive Summary

About Buckle Up for Life:

Buckle Up for Life is an international child passenger safety education program, created in 2004 by Cincinnati Children's and Toyota to empower all people to buckle up and go safely—one family, one car seat, one lesson at a time.

Opportunities:

Buckle Up for Life is accepting applications throughout North America for two flagship opportunities, to help reduce the risk of motor vehicle-related injury and death during the 2026-2027 program year, as summarized in the table, below, and as described in further detail on the following pages.

	Community Grant	***Gift of Safety***
Key Benefits	• $20,000	• 50 Free Convertible Car Seats
Key Deliverables	• Distribute at least 150 car seats, for free, with education and installation assistance, to families in need • Educate at least 225 people on child passenger safety	• Distribute all 50 car seats, for free, with education and installation assistance, to families in need
Reporting	• Rolling/Real-Time Reporting • Mid-Year Report • Final Report	• Rolling/Real-Time Reporting

General Eligibility*
 	
**Additional eligibility rules may apply to specific partnerships. For more information, visit: www.buckleupforlife.org/become-a-partner/*
	• Must operate in North America, anywhere ***except*** *the following eight (8) counties that comprise the Cincinnati Children's primary service area: Butler, Clermont, Hamilton, or Warren counties in Ohio; Boone, Campbell, or Kenton counties in Kentucky; or Dearborn County in Indiana.*
	• Must be one of the following, operating under its own unique EIN/TIN or equivalent:
	  ○ 501(c)(3) or 509(a).
	  ○ Public service agency or governmental entity (E.g., fire/police department, local health department, public school, Etc.) and, as such, is tax-exempt under Section 115(1) of the IRS Code.
	  ○ Tribal nation that is a sovereign government recognized by the United States under federal law and is treated as a state for certain tax purposes under Section 7871 of the IRS Code.
	• Must have at least one certified child passenger safety technician (CPST) on staff, at the time of application.
	• Must serve families in the community. *Buckle Up for Life does not fund or resource hospital-based in-patient programs.*
	• Must not apply on behalf of a coalition that does not operate under it's own unique EIN/TIN. *Organizations who manage local safety coalition chapters (E.g., Safe Kids, Injury Free, Etc.) should apply on their own organization's behalf.*	

Program Period	August 1, 2026 – July 31, 2027	
Application Period	April 20, 2026 – May 25, 2026 (8:00 p.m. ET)	
How to Apply	First, complete a Buckle Up for Life *Partner Registration* (www.buckleupforlife.org/register) for your organization. This one-time registration comes with free, optional benefits, and has no associated obligations. *After you have registered*, you may proceed to our *Common Partnership Application* (www.buckleupforlife.org/apply) during the submission period, to apply for either opportunity (or both), based on interest and eligibility. Please visit www.buckleupforlife.org/become-a-partner to learn more about our partnerships.	
Review & Notification	All organizations will be considered for each opportunity for which they apply, and each will be assessed for best fit. *Note that an organization cannot be simultaneously awarded both partnerships during the same program year.* Applicants that are not offered a *Community Grant* or *Gift of Safety* partnership may still take advantage of the limited free benefits awarded to all Buckle Up for Life *Registered Partners*. Notifications will be sent to all applicants, via email, on or around July 1, 2026.	

Note: Buckle Up for Life partnerships are designed as community interventions and have been exempted by the Institutional Review Board at Cincinnati Children's. Neither Cincinnati Children's nor Toyota provide liability insurance coverage for Buckle Up for Life partners and affiliates.

Community Grant Details

Program Period:

August 1, 2026 – July 31, 2027

Overview:

Buckle Up for Life's *Community Grant* is a highly competitive opportunity that provides seasoned child passenger safety programs across North America with financial support to either sustain or grow their community-based programs. While there are limits on certain spending categories, budgets are generally flexible and are applicant designed and proposed.

Buckle Up for Life aims to provide up to twenty (20) *Community Grants* during the 2026-2027 program year, as prime award funding allows.

Eligibility:

To qualify, *Community Grant* applicants:

- Must operate in North America, anywhere ***except*** *the following eight (8) counties that comprise the Cincinnati Children's primary service area: Butler, Clermont, Hamilton, or Warren counties in Ohio; Boone, Campbell, or Kenton counties in Kentucky; or Dearborn County in Indiana.*
- Must be one of the following, operating under its own unique EIN/TIN or equivalent:
  - 501(c)(3) or 509(a).
  - Public service agency or governmental entity (e.g., fire/police department, local health department, public school, etc.) and, as such, is tax-exempt under Section 115(1) of the IRS Code.
  - Tribal nation that is a sovereign government recognized by the United States under federal law and is treated as a state for certain tax purposes under Section 7871 of the IRS Code.
- Must have a pre-existing child passenger safety program, with intent to sustain or expand. Note: organizations aiming to launch a new child passenger safety program should instead consider applying for *Gift of Safety.*
- Must have at least one certified child passenger safety technician (CPST) on staff at the time of application.
- Must serve families in the community. *Buckle Up for Life does not fund or resource hospital-based in-patient programs.*
- Must not already be in their second year of consecutive *Community Grant* funding. After two consecutive years, organizations must wait one year before applying again. During the interim, they may still apply for *Gift of Safety* and/or other Buckle Up for Life partnerships.
- Must not apply on behalf of a coalition that does not operate under it's own unique EIN/TIN. *Organizations who manage local safety coalition chapters (E.g., Safe Kids, Injury Free, Etc.) should apply on their own organization's behalf.*
- Must have organizational capacity (self-attestation) to meet all deliverables and reporting expectations.

Partner Benefits:

Each *Community Grant* partner will receive $20,000.

Community Grant partners also receive program training and support, and access to online tools (including an optional, personalized *Virtual Safety Station* microsite), as well as Buckle Up for Life's educational resources and curricula.

Additionally, *Community Grant* partners will have access to Buckle Up for Life's online Swag Shop where they can select a limited supply of branded materials (E.g., tablecloths, banners, safety vests, jackets, shirts, giveaways, literature, Etc.) to enhance their program. These items are provided in-kind and are not paid from grant funds.

Note: No in-kind car seats are provided directly to Community Grant partners. Car seats to be distributed, and credited toward program deliverables must be purchased by the grantee, using grant funds.

Budget:

Applying institutions must submit a budget with their application, to be approved by Buckle Up for Life. Acceptable program expenditures include salary support, supplies, marketing, and administrative costs. *Note that some budget sections, including salary and administrative costs are each capped at 25% ($5000) of the total grant amount.*

Budget instructions must be followed exactly and fully to avoid application disqualification. See full budget instructions and access budget template by visiting www.buckleupforlife.org/apply.

Minimum Expectations:

Community Grant partners are expected to meet and report the following deliverables:

- Distribute at least 150 car seats, for free, with education and installation assistance, to families in need
- Educate at least 225 people on child passenger safety

Ideal grant partners will surpass these minimums, by providing multiple educational sessions and outreach opportunities to serve as many people as possible, in accordance with the guidelines outlined below.

Car Seat Distribution Guidelines:

- Car seats should be purchased directly by the grantee using subaward funding.
- Buckle Up for Life does not mandate make, model, or type of car seats to be distributed; grantees should consider cost, value, and expected output goals when purchasing seats.
- Car seats may be distributed at the organization's discretion–although the focus should be on at-risk populations. Each partner may assess and determine local need.
- Car seats must be installed with the assistance of a CPST.
- Car seats provided by Buckle Up for Life must be given away to selected families for FREE. Partners may not sell or solicit donations for Buckle Up for Life-funded car seats.

Child Passenger Safety Education Guidelines:

- Reported totals should only reflect the true number of individuals that received high-quality passenger safety education, provided by a CPST. *Only include meaningful interactions like classroom instruction, demonstrations, or carside assistance. Do not include activities like handing out fliers at a health fair. Do not include social media likes or website clicks, Etc.*
- As a resource, Buckle Up for Life provides the curricula and supporting materials necessary for a CPST to deliver age-appropriate education as follows:
    - Children: seat belts, where to sit in a car, and proper passenger behavior.
    - Teens: crash dynamics, seat belts, and sound decision-making.
    - Adults: crash dynamics, seat belts, distracted driving, and child-passenger safety.
- Education can be provided in-person or virtually; and in any language as needed to accommodate the learner(s).

Community Grant partners are also expected to fully participate in brief, monthly status calls with Buckle Up for Life, as well as all-partner, quarterly webinars.

Reporting:

Community Grant partners will submit regular reports to Buckle Up for Life summarizing their outputs and finances in real time throughout the program year. Mid-Year and/or Year-End Reports; and/or Action Plans may also be required.

How to Apply:

First, complete a Buckle Up for Life *Partner Registration* for your organization (www.buckleupforlife.org/register). This one-time registration comes with free, optional benefits, and has no associated obligations.

After you have registered, you may proceed to our *Common Partnership Application* (www.buckleupforlife.org/apply) during the submission period. The smart, web-based application utilizes branching logic questioning to route applicants to relevant sections based on each organization's eligibility and interest.

All applicants will be assessed and considered for each opportunity for which they apply.

Please visit www.buckleupforlife.org/become-a-partner to learn more about our partnerships.

Notification and Acceptance:

Notifications will be sent to all applicants, via email, on or around July 1, 2026.

If conditionally offered a *Community Grant* partnership, that offer may be contingent upon additional steps, up to and including successful and timely completion of additional forms and complete execution of a standard, non-negotiable sub-award contract between your institution and Cincinnati Children's Hospital Medical Center—which requires certain terms, including liability coverage, to be met. No revisions or changes to the standard subaward contract can be accepted. Actual availability and disbursement of funds may also depend on availability of funding from the prime award sponsor, as well as other factors, which can change. Prior to actual funding, any preliminary offer may be rescinded at any time and for any reason.

Orientation:

Buckle Up for Life *Community Grant Partner Orientation* will be offered virtually in late summer 2026.

Attendance is mandatory. Only one person from each partner organization is required to attend, but there is no limit to how many additional team members can join.

Program Period:

August 1, 2026 – July 31, 2027

Overview:

Buckle Up for Life's *Gift of Safety* is a highly competitive opportunity that provides both new and seasoned child passenger safety programs across North America with free car seats and access to Buckle Up for Life educational resources.

Buckle Up for Life aims to provide up to sixty (60) *Gift of Safety* partnerships during the 2026-2027 program year, as prime award funding allows.

Eligibility:

To qualify, *Gift of Safety* applicants:

- Must operate in North America, anywhere ***except*** *the following eight (8) counties that comprise the Cincinnati Children's primary service area: Butler, Clermont, Hamilton, or Warren counties in Ohio; Boone, Campbell, or Kenton counties in Kentucky; or Dearborn County in Indiana.*
- Must be one of the following, operating under its own unique EIN/TIN or equivalent:
  - 501(c)(3) or 509(a).
  - Public service agency or governmental entity (e.g., fire/police department, local health department, public school, etc.) and, as such, is tax-exempt under Section 115(1) of the IRS Code.
  - Tribal nation that is a sovereign government recognized by the United States under federal law and is treated as a state for certain tax purposes under Section 7871 of the IRS Code.
- Must also have a pre-existing child passenger safety program, with intent to sustain or expand; or, must have an intention to leverage the *Gift of Safety* partnership to help launch a new child passenger safety program.
- Must have at least one certified child passenger safety technician (CPST) on staff at the time of application.
- Must serve families in the community. *Buckle Up for Life does not fund or resource hospital-based in-patient programs.*
- Must not apply on behalf of a coalition that does not operate under it's own unique EIN/TIN. *Organizations who manage local safety coalition chapters (E.g., Safe Kids, Injury Free, Etc.) should apply on their own organization's behalf.*
- Must have organizational capacity (self-attestation) to meet all deliverables and reporting expectations.

Partner Benefits:

Each *Gift of Safety* partner will receive a direct shipment of 50 convertible car seats (shipping and handling included), in-kind.

Gift of Safety partners also receive program training and support, and access to online resources (including an optional, personalized *Virtual Safety Station* microsite), as well as Buckle Up for Life's educational tools and curricula.

Note: No direct funding is provided to Gift of Safety partners.

Minimum Expectations:

Gift of Safety partners are expected to meet and report the following deliverables:

- Distribute at least 50 car seats, for free, with installation assistance, to families in need
- Educate every family that receives a Buckle up for Life car seat on child passenger safety

Gift of Safety partners must adhere to the guidelines outlined below.

Car Seat Distribution Guidelines:

- Car seats may be distributed at the organization's discretion–although the focus should be on at-risk populations. Each organization may assess and determine local need.
- Car seats must be installed with the assistance of a CPST.
- Car seats provided by Buckle Up for Life must be given away to selected families for FREE. Partners may not sell or solicit donations for Buckle Up for Life car seats.

Child Passenger Safety Education Guidelines:

- Reported totals should only reflect the true number of individuals that received high-quality passenger safety education, provided by a CPST. *Only include meaningful interactions like classroom instruction, demonstrations, or carside assistance. Do not include activities like handing out fliers at a health fair. Do not include social media likes or website clicks, Etc.*
- As a resource, Buckle Up for Life provides the curricula and supporting materials necessary for a CPST to deliver age-appropriate education as follows:
    - Children: seat belts, where to sit in a car, and proper passenger behavior.
    - Teens: crash dynamics, seat belts, and sound decision-making.
    - Adults: crash dynamics, seat belts, distracted driving, and child-passenger safety.
- Education can be provided in-person or virtually; and in any language as needed to accommodate the learner(s).

Reporting:

Gift of Safety partners will submit regular reports to Buckle Up for Life summarizing their outputs in real time throughout the program year. Additional reporting, including Action Plans, may also be required.

How to Apply:

First, complete a Buckle Up for Life *Partner Registration* for your organization (www.buckleupforlife.org/register). This one-time registration comes with free, optional benefits, and has no associated obligations.

After you have registered, you may proceed to our *Common Partnership Application* (www.buckleupforlife.org/apply) during the submission period. The smart, web-based application utilizes branching logic questioning to route applicants to relevant sections based on each organization's eligibility and interest.

All applicants will be assessed and considered for each opportunity for which they apply.

Please visit www.buckleupforlife.org/become-a-partner to learn more about our partnerships.

Notification and Acceptance:

Notifications will be sent to all applicants, via email, on or around July 1, 2026.

If conditionally offered a *Gift of Safety* partnership, that offer may be contingent upon additional steps, up to and including successful and timely completion of additional forms. Actual shipment of free car seats may also depend on availability of funding from the prime award sponsor, as well as other factors, which can change. Prior to final delivery of car seats, any preliminary offer may be rescinded at any time and for any reason.

Orientation:

Gift of Safety partners will be required to attend a virtual *Welcome Webinar* in late summer 2026, as a general introduction to the program; and to receive an overview of educational materials and program logistics, including data collection and reporting.

Attendance is mandatory. Only one person from each partner organization is required to attend, but there is no limit to how many additional team members can join.

Memorandum

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

From: **Ann Jones**

cc:

Date: **Tuesday, May 19, 2026**

Re: **Acknowledge the request for renewal of an appropriation from the Southern Mississippi Symphony Orchestra and the Arts Institute of Mississippi in the amount of $30,000.00 for the 2025-2026 fiscal year and authorize issuance of a manual check for the same.**
File Number: 2026-349
Minute Book #

Summary
Acknowledge the request for renewal of an appropriation from the Southern Mississippi Symphony Orchestra and the Arts Institute of Mississippi in the amount of $30,000.00 for the 2025-2026 fiscal year and authorize issuance of a manual check for the same.

Recommendation Statement
I recommend that this funding be approved.

Please place this on the May 19, 2026 City Council meeting for consideration.

THE UNIVERSITY OF
SOUTHERN MISSISSIPPI

OFFICE OF RESEARCH SUPPORT AND DEVELOPMENT
118 College Drive #5157 | Hattiesburg, MS 39406-0001
Phone: 601.266.4119 | Fax: 601.266.4312 | www.usm.edu/ora

March 27, 2026

Ann Jones, Chief Administrative Officer City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Dear Ms. Jones,

I am sending this annual letter to request continued funding in the amount of $30,000 for our Educational and Community Outreach Program. Our project year will be from March 1, 2026 through February 28, 2027. These funds are to be used for our ongoing citywide educational and community outreach program, which includes FestivalSouth.

We look forward to our continued partnership with The City of Hattiesburg as we strive to bring high quality education to our city's youth and enriching entertainment to our aging residents. If I may be of any assistance, please do not hesitate to contact me via email Margaret.S.Jones@usm.edu or by phone 601 266-4119.

Sincerely,

Margaret Jones
Contracts and Grants Administrator
Office of Research Support and Development
The University of Southern Mississippi

Memorandum

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

From: **Marybeth Bergin, Director of Transportation and Engineering**

cc:

Date: **Tuesday, May 19, 2026**

Re: **Acknowledge bids received on May 7th,2026 for the Fourth St Improvements Phase IV (38th to 34th) and accept bid from R&J Construction as the best and lowest bid and authorize the Mayor to execute contracts upon preparation.**
File Number: 2026-380
Minute Book #

Summary
Acknowledge bids received on May 7th,2026 for the Fourth St Improvements Phase IV (38th to 34th) and accept bid from as the best and lowest bid and authorize the Mayor to execute contracts upon preparation.

Recommendation Statement
I recommend approval of this item.

Please place this on the May 19, 2026 City Council meeting for consideration.

Checklist to award project to the lowest bidder

If the LPA recommendation is to award the project to the lowest bidder, the following initialed items must be submitted to the MDOT District LPA Engineer.

1. ✓ One (1) original of Non-Collusion Affidavit for the recommended bidder.
   a. **This cannot be printed on the front and back**
2. ✓ One (1) original Bidding Statement from the ***LPA's Consultant*** stating that the bidding procedures were performed in accordance with State law.
3. ✓ Two (2) original signed certified Bid Tabulations for all bidders, including the ***LPA's*** construction estimate.
4. ✓ A detailed evaluation of bids and recommendation to award the bids subject to authorization by ***MDOT***. The ***LPA*** and its ***professional*** must sign this document. An example can be found here.
5. ✓ One (1) copy of the **entire** Section 905 Proposal bid sheets for the recommended bidder including the DBE commitment.
6. NA One (1) legible copy of the OCR-481-LPA(s) to be completed by the successful bidder according to the instructions on the form. This form must be approved, signed and dated by the ***LPA*** and included in the data packet submission to ***MDOT***. An Example of the supporting documentation can be found here. **The form shall be stamped or dated to verify it was received within the required 3 days.**
7. NA One (1) copy of the completed original OCR-485-LPA(s) from all bidders on the project.
8. ✓ One (1) copy of the Sworn Proof of Publication.
9. ✓ A copy of the executed contract between the LPA and the ***LPA's CE&I Engineer/Architect.***
10. ✓ The name of the **Traffic *Control Supervisor*** (if required by the ***MDOT*** District LPA Engineer) assigned to the project. A copy of the certification(s) must be included. Training must meet the requirements, and training frequency set forth in **section 618.01.2** (*Contractors and Consultants are both required to meet these requirements*).
11. ✓ The name of the Certified Stormwater Inspector. A copy of the Certification by a ***MDOT*** approved certifying agency must be included.
12. ✓ The names and signatures of three (3) publicly employed persons authorized to sign estimates for the ***LPA***. One of these must be the assigned ***Project Director*** or ***Project Manager***.
13. ✓ A copy of the official Minutes of the ***LPA*** **ACCEPTING THE BID OF THE RECOMMENDED BIDDER AND GIVING THE CHIEF LPA OFFICIAL APPROVAL TO EXECUTE THE CONTRACT**. These Minutes do not have to be APPROVED prior to submission.
14. ✓ A copy of the completed contractor's UEI form.

15. ✓ A P.E. Reimbursement request or denial must accompany the PS&E package along with all supporting backup documentation for ***MDOT*** review. **A Preliminary Engineering Reimbursement checklist can be found here detailing required items for approval.** If allowed, P.E. Reimbursement will be authorized at the same time project funds are approved by FHWA. P.E. Reimbursement cannot be requested after a project has been authorized. Costs of the ***professional's*** services during the receiving, checking, and certifying of bids cannot be included.

Chief LPA Official

LPA Professional

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*

Evaluation of Bids

Project Number: STP-7194-00(004)LPA / 109376-701000

Local Public Agency: City of Hattiesburg, Mississippi

Bid Opening: Thursday, May 7, 2026

LPA Contact Person:
Marybeth Bergin, P.E.
Project Director
212 W. Front Street
Hattiesburg, MS 39401

Engineer/Consultant:
Dustin Gatlin, PE
Neel-Schaffer
704 Hardy Street
Hattiesburg, MS 39401

The City of Hattiesburg received four (4) bids for the above referenced project. The bid proposals have been examined and the apparent lowest responsive bidder is R & J Construction, Inc. with a total bid amount of $ 746,231.07.

Based on the results of the bid tabulations, R & J Construction, Inc., was the lowest responsive bidder for the project. Their bid was approximately 15.98% lower than the Engineer's Estimate for the total bid. The Engineer's Estimate is included with the bid tabulation.

The Bidding Certification has been provided that certifies that the bidding process was accomplished in accordance with the Project Development Manual for Local Public Agencies, and that the Procedures for Advertising were followed.

Marybeth Bergin, P.E.
Project Director

Dustin Gatlin, PE
Project Engineer

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

May 19, 2026

200 Forrest Street
Hattiesburg, MS 39401
601-545-4501

Chuck Starita, PE
District 6 LPA Engineer
Mississippi Department of Transportation
16499#B Highway 49
Saucier, Mississippi 39574-9740

Dear Mr. Starita,

Please be informed that I, Toby Barker, Mayor, have the authority to sign on behalf of the City of Hattiesburg regarding any contracts.

Sincerely,

Toby Barker
Mayor

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*

May 19, 2026

Chuck Starita, PE
District 6 LPA Coordinator
Mississippi Department of Transportation
16499#B Highway 49
Saucier, MS 39574-9740

REFERENCE: FOURTH STREET IMPROVEMENTS PHASE IV
PROJECT NO. STP-7194-00(004)LPA / 109376-701000
CITY OF HATTIESBURG – FORREST COUNTY, MISSISSIPPI

Dear Mr. Starita:

Enclosed for your review are the following:
1) One original of the checklist to award project to the lowest bidder
2) One original of Non-Collusion Affidavit for the recommended bidder
3) One original bidding statement
4) Two originals of the bid tabulation for all bidders, including the engineers estimate
5) One detailed evaluation of bids and recommendation to award subject to authorization
6) One certified copy of the Section 905 proposal for the low bidder
7) One copy of the sworn proof of publication
8) One copy of the executed Construction Engineering and Inspection contract
9) One copy of the Traffic Control Supervisor's certification
10) One copy of the Stormwater Inspector's certification
11) One copy of the Minutes accepting the bid of the recommended bidder
12) One completed copy of the contractor's UEI form
13) One copy of the PE Reimbursement Letter

The assigned personnel for this project are as follows:
- The Project Engineer for this project will be Dustin Gatlin, PE.
- The Safety Officer for this project will be Mack Shattles.
- The Storm Water Inspector for this project will be Mack Shattles.
- Marybeth Bergin, Director of Transportation and Engineering, a full-time LPA employee, will serve as the Project

Director and will sign estimates for the LPA.

- Ann Jones, Chief Administrative Officer, a full-time LPA employee can also sign estimates for the LPA.
- Toby Barker, Mayor, a full-time LPA employee can also sign estimates for the LPA.

We request concurrence from the Mississippi Department of Transportation in award of this contract.

Please contact Dustin Gatlin at Neel-Schaffer at (601) 545-14565 if additional information is needed.

Sincerely,

CITY OF HATTIESBURG

_____
Toby Barker
Mayor

_____
Marybeth Bergin, P.E.
Director of Transportation and Engineering

_____
Ann Jones
Chief Administrative Officer

NEEL-SCHAFFER, INC.

_____
Dustin Gatlin, P.E.
Project Engineer

Enclosures

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*

May 19, 2026

Chuck Starita, PE
District 6 LPA Coordinator
Mississippi Department of Transportation
16499#B Highway 49
Saucier, MS 39574-9740

Re: Project No. STP-7194-00(004)LPA/109376-701000
FOURTH STREET IMPROVEMENTS PHASE IV
CITY OF HATTIESBURG, FORREST COUNTY

Dear Mr. Starita,

This letter is to inform you that the City of Hattiesburg will not be seeking reimbursement for preliminary engineering.

Please contact me if you have any questions.

Sincerely,

Toby Barker
Mayor

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

JEFFREY PAUL CROSS
LICENSED PROFESSIONAL ENGINEER
19984
STATE OF MISSISSIPPI
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
#5570:	Special Provisions Related to Concrete
#5866 LPA:	Payroll Requirements
#6000 LPA:	Requirements for Traffic Control Personnel
#6195:	Retroreflectivity Requirements
#7011:	Contract Time
#7200:	Specialty Items
#7578:	Obligation Date
#8500:	Non-roadway Density Requirements

Section 906 - County Wage Rates
Supplement to Form FHWA-1273

Section 907 -

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907-102-4 LPA:	Bidding Requirements and Conditions
907-104-2:	Minor Alterations to the Contract
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907-108-4:	Subletting of Contract
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907-705-1:	Stone Riprap
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907-711-2:	Plain Steel Wire
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907-714-4:	Miscellaneous Materials
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907-720-4:	Acceptance Procedure for Glass Beads
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907-799-1:	Hydraulic Cement Concrete Mixtures w/ Supplement
907-804-13:	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

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, **May 7**, 2026 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.hattiesburgmsbids.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.hattiesburgmsbids.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:

April 5, 2026
April 12, 2026

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, Mississsippi)*, 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.

Brad White
Executive Director
Jeff Ely, P.E.
Chief of Staff

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Earl Glenn, Jr., P.E.
Deputy Executive Director/Chief Engineer
Lisa M. Hancock, CPA
Deputy Executive Director/Administration

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.

P. O. Box 1850 • Jackson, MS 39215-1850
Telephone (601) 359-7249 • FAX (601) 359-7050 • GoMDOT.com

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	
	X	(1) The LPA certifies that all project activities will take place on existing ROW and no ROW was acquired.
X		(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.
X		(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.
X		(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.
X		(5) The LPA certifies that the project right of way does not contain structures that required asbestos abatement.
	X	(6) The LPA certifies that there are no utilities in conflict with the project.
X		(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

Mary E Bergin

Signature

8/1/2025
Date

Sheffield, Jason
District Utility Coordinator Concurrence

Jason Sheffield

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

Mary E Bergin

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/Tenent	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 relcoated by the utility owner prior to notice to proceed to construction

Bergin, Mary
Project Director

Mary E Bergin
Signature

8/1/2025
Date

District Utility Coordinator Concurrence:

Jeseon Shaffer
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 a 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

Page	Subsection	Change
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 "AASHTO" to "AASHTO's LRFD".
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.

DEPARTMENT OF REVENUE
STATE OF MISSISSIPPI

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.

This fact sheet is intended to help you become more familiar with Mississippi tax laws and your rights and responsibilities under the laws. Nothing in this fact sheet supersedes, alters, or otherwise changes any provisions of the tax law, regulations, court decisions, or notices.

Revised March 2017

Petroleum Tax Bureau
P. O. Box 1033
Jackson, MS 39215-1033
Phone: (601) 923-7150

DEPARTMENT OF REVENUE
STATE OF MISSISSIPPI

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.

This fact sheet is intended to help you become more familiar with Mississippi tax laws and your rights and responsibilities under the laws. Nothing in this fact sheet supersedes, alters, or otherwise changes any provisions of the tax law, regulations, court decisions, or notices.

Revised March 2017

Petroleum Tax Bureau
P. O. Box 1033
Jackson, MS 39215-1033
Phone: (601) 923-7150

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

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/m^2/lx is hereby revised to 225 mcd/m^2/lx.

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 _____ 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 _____ 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.

_____ 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

Pay Item	Description
699-A001	Roadway Construction Stakes

Category: Concrete

Pay Item	Description
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

Pay Item	Description
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. 7578 **CODE: (IS)**

DATE: 12/16/2025

SUBJECT: Obligation Date

With respect to the obligation date referenced in Special Provision No. 907-700-2 (Materials and Tests), bidders are advised that this project will be obligated on or after October 1, 2025, and before October 1, 2026.

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:

Minimum allowable density = specified minimum density - 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: MS20260131 01/23/2026

Superseded General Decision Number: MS20250131

State: Mississippi

Construction Type: Highway

County: Forrest County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/02/2026
1	01/23/2026

* ELEC0903-006 12/01/2025

	Rates	Fringes
ELECTRICIAN	$ 32.90	7.89+9.75%

SUMS2010-054 08/04/2014

	Rates	Fringes
CARPENTER (Form Work Only)	$ 12.00	0.00
CEMENT MASON/CONCRETE FINISHER	$ 11.54	1.63
HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck)	$ 14.55	0.00
INSTALLER - SIGN	$ 12.19	0.00
INSTALLER: Guardrail	$ 12.39	0.00
IRONWORKER, REINFORCING	$ 16.44	0.00
LABORER: Common or General, Including Asphalt Raking, Shoveling, Spreading	$ 10.34	0.00
LABORER: Flagger	$ 11.42	0.00
LABORER: Grade Checker	$ 14.82	0.00
LABORER: Luteman	$ 12.88	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.57	0.00
LABORER: Pipelayer	$ 14.50	0.00
LABORER: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper	$ 12.17	0.00
OPERATOR: Asphalt Spreader	$ 14.71	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 14.20	0.00

OPERATOR: Bobcat/Skid Steer/Skid Loader.....$ 11.86 0.00

OPERATOR: Broom/Sweeper.....$ 10.94 0.00

OPERATOR: Bulldozer.....$ 13.99 0.00

OPERATOR: Concrete Saw.....$ 13.93 0.00

OPERATOR: Crane.....$ 14.80 0.00

OPERATOR: Distributor.....$ 11.46 0.00

OPERATOR: Grader/Blade.....$ 16.09 0.00

OPERATOR: Loader.....$ 13.99 0.00

OPERATOR: Mechanic.....$ 13.00 0.00

OPERATOR: Milling Machine.....$ 16.96 0.00

OPERATOR: Oiler.....$ 12.22 0.00

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....$ 11.56 0.00

OPERATOR: Roller (All Types)....$ 12.17 0.00

OPERATOR: Scraper.....$ 14.00 0.00

OPERATOR: Tractor.....$ 12.00 0.00

SURVEYOR (Staking, Marking and Brush Clearing).....$ 11.56 0.00

TRUCK DRIVER: Flatbed Truck.....$ 14.72 0.00

TRUCK DRIVER: Lowboy Truck.....$ 14.18 0.00

TRUCK DRIVER: Mechanic.....$ 12.31 0.00

TRUCK DRIVER: Water Truck.....$ 17.08 0.00

TRUCK DRIVER: Dump Truck (All Types).....$ 11.58 0.00

TRUCK DRIVER: Semi/Trailer Truck.....$ 14.36 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is

like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, 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 the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (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 reprocurement 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/WHD/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 reprocurement 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 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).

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)
SHSA Cities:	
Pascagoula - Moss Point	16.9
Biloxi - Gulfport	19.2
Jackson	30.3
SMSA Counties:	
Desoto	32.3
Hancock, Harrison, Stone	19.2
Hinds, Rankin	30.3
Jackson	16.9
Non-SMSA Counties:	
George, Greene	26.4
Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Clay, Coahoma, Grenada, Itawamba, Lafayette, Lee, Leflore, Marshall, Monroe, Montgomery, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Washington, Webster, Yalobusha	26.5
Attala, Choctaw, Claiborne, Clarke, Copiah, Covington, Franklin, Holmes, Humphreys, Issaquena, Jasper, Jefferson, Jefferson Davis, Jones Kemper, Lauderdale, Lawrence, Leake, Lincoln, Lowndes, Madison, Neshoba, Newton, Noxubee, Oktibbeha, Scott, Sharkey, Simpson, Smith, Warren, Wayne, Winston, Yazoo	32.0
Forrest, Lamar, Marion, Pearl River, Perry, Pike, Walthall	27.7
Adams, Amite, Wilkinson	30.4

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 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 coplete 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 bidders 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 subsitute 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. 907-106-4 **CODE: (IS)**

DATE: 12/16/2025

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 was currently required for steel and iron products.

Articles, materials, or supplies will only be classified under one of the following categories: iron or steel products, construction materials, manufactured products, or excluded materials (as further described in subsection 907-700.01.1). An article, material, or supply shall not be considered to fall under multiple categories. The applicable classification of the article, material, or supply being permanently incorporated into a construction project will be based on the status at the time the article, material, or supply is brought to the project work site.

Any iron or steel products, construction materials, and manufactured products that are permanently incorporated into a construction project, shall be domestically manufactured and compliant with current requirements of the Act, including 2 CFR 184, 2 CFR 200.322, 0MB 24-02 Memo and related requirements therein, and with the current requirements within 23 CFR 635.410.

It is the prime Contractor's responsibility to ensure all submittals and/or certifications required by the above listed Buy America provisions are submitted to the Project Engineer prior to the article, material, or supply being incorporated into the work.

Buy America provisions do not apply to temporarily used articles, materials, or supplies 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.

The following categories, as described above, require Domestic Materials Self-Certification Form (as described within Subsection 907-700.01.2) on construction projects:

Iron or Steel Products
Construction Materials
Manufactured Products.

Buy America provisions do not apply to excluded materials.

A list of items that must comply with the above listed Buy America requirements and require Buy America Certificate of Conformance may be viewed at www.goMDOT.com under Business Center ➔ Engineering Standards/Guides/Manuals ➔ Construction Materials.

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 StandardSpecifications for Road and Bridge Construction is hereby amended as follows.

907-109.01--Measurement of Quantities. Delete the sixth full paragraph of Subsection 109.01on 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.

Properties	Test Value	Test Method
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 alkyd 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 (½") 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 ±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/m²/lx	Rumble Stripe mcd/m²/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

skips 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, Type	- per each
907-637-C:	Traffic Signal Conduit, Underground, Type, Size	- per linear foot
907-637-D:	Traffic Signal Conduit, Underground Drilled or Jacked, Type, Size	- per linear foot
907-637-E:	Traffic Signal Conduit, Structural Conduit, Type, Size	- per linear foot
907-637-F:	Traffic Signal Conduit, Aerial Supported, Type, No, Size	- per linear foot
907-637-G:	Traffic Signal Conduit, Underground Encased in Concrete, Type, Size	- per linear foot
907-637-H:	Traffic Signal Conduit Bank, Underground, Type, No., Size	- per linear foot
907-637-I:	Traffic Signal Conduit Bank, Underground Drilled or Jacked, Type, No., Size	- per linear foot
907-637-J:	Traffic Signal Conduit Bank, Structural Conduit, Type, No., Size	- per linear foot
907-637-K:	Traffic Signal Conduit Bank, Aerial Supported, Type, Size and Number	- per linear foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-700-2 **CODE: (IS)**

DATE: 10/01/2025

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.

Delete fourth, fifth, sixth, and seventh paragraph of Subsection 700.01 on page 713, and add the following.

907-700.01.1--Buy America Requirements.

Iron or Steel Products. Iron or steel or wire products (including prestressed cables and strands) are products that consist wholly or predominantly of iron or steel or a combination of both.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of the iron and steel components.

Iron or steel or wire products, as described above, that are permanently incorporated into a construction project must be produced domestically. All manufacturing processes for iron or steel or wire products, from the initial melting stage through the application of coatings, that are permanently incorporated into a construction project, must occur domestically. However, pig iron and processed, pelletized, and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for iron and/or steel and/or wire products. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Construction Materials. Construction materials are articles, materials, or supplies that consist of only one of the items listed (non-ferrous metals, plastic and polymer-based products, glass, fiber-optic cables (including drop cables), optical fibers, lumber, drywall, and engineered woods). Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material. All manufacturing processes for the listed construction materials, from the initial processes as described within 2 CFR 184.6 to the final processes as described within 2 CFR 184.6, that are permanently incorporated into a construction project, must occur domestically.

Manufactured Products. Manufactured products are articles, materials, or supplies that have been processed into a specific form or shape; or when combined with other articles, materials, or supplies create a product with different properties than the individual articles, materials, or supplies. An item that is classified as an iron or steel product, a construction material, or an excluded material is not a manufactured product. However, an article, material, or supply classified as a manufactured product

may include components that are iron or steel products, excluded materials, or other product categories as specified by law or in 2 CFR part 184. Mixtures of excluded materials delivered to a work site without final form for incorporation into a project are not a manufactured product. For construction projects obligated on or after October 1, 2025, the manufactured product must be manufactured domestically. For construction projects obligated on or after October 1, 2026, the manufactured product must be manufactured domestically and the cost of the components of the manufactured product that are mined, produced, or manufactured domestically is greater than 55 percent of the total cost of all components of the manufactured product.

Excluded Materials. Excluded materials, as listed in Section 70917(c) of the Build America, Buy America Act, are cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. However, an article, material, or supply classified as a manufactured product may include components that are iron or steel products, excluded materials, or other product categories as specified by law or in 2 CFR part 184. Mixtures of excluded materials delivered to a work site without final form for incorporation into a project are not a manufactured product.

Domestically shall be understood to mean all States of the United States, District of Columbia, Puerto Rico, American Samoa, Guam, and Virgin Islands and any other place subject to the jurisdiction of the United States.

907-700.01.2—Certificate of Compliance Requirements. Prior to incorporation into the work, the Contractor shall furnish the Project Engineer with a Domestic Materials Self-Certification Form documenting conformance to the requirements of Subsection 907-106.14. Attached hereto is the Domestic Materials Self-Certification Form that shall be furnished by the Contractor to the Project Engineer.

Domestic Materials
Self-Certification Form

This certification is for a manufacturer/supplier to certify the below articles, materials, or supplies are in compliance with the applicable domestic material content procurement preferences found in the Buy America Act requirements (23 CFR 635.410) and the Build America, Buy America Act (BABA) requirements (2 CFR part 184). The individual completing this form takes full responsibility for the information included in the form. State agencies have the authority to request additional details related to the information provided in the form. All forms shall be submitted via AASHTO DataMine for delivery to authorized governmental users through the Industry Document Repository. The manufacturer/supplier is required to include updates to process changes within 10 days of the change occurring via uploading a revised form into DataMine.

PART 1: COMPANY CONTACT INFORMATION

Company/Producer/Manufacturer Name:

Supplier Representative Name:

Contact Email Address: Contact Phone Number:

Date Form is Being Submitted:

PART 2: DETAILS OF THE ARTICLE, MATERIAL, OR SUPPLY:

Using Table 1 below, provide the classification of the article, material, or supply as one of the following: (1) iron or steel product; (2) construction material (3) manufactured product; or (4) excluded materials including Section 70917(c) materials.

Classification	
Producer of the Article, Material, or Supply:	
Product/Model/Part/Material:	
Manufacturing Address:	
Manufacturing City:	
Manufacturing State:	
Manufacturing Zip Code:	
DataMine # (if applicable):	
Federal/State/Local Project number(s):	
Pay Code Number (PCN):	
Project Item code:	
Project Item Description:	
Quantity Certified:	

TABLE 1: Material Classifications

(1) Iron or Steel Product	
Wholly or predominantly Iron or Steel, or a combination of both (23 CFR 635.410(b)(1)(ii))	Certification requires predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.
(2) Construction Material	
Non-Ferrous Metals (2 CFR 184.6(a)(1))	Certification requires all manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
Plastic and Polymer based products (including polyvinyl chloride, composite building materials, and polymers used in fiber optic cables) (2 CFR 184.6(a)(2))	Certification requires all manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
Glass (including optic glass) (2 CFR 184.6(a)(3))	Certification requires all manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
Fiber Optic Cable (including drop cable) (2 CFR 184.6(a)(4))	Certification requires all manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacking, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastics and polymer-based products, or any others.
Optical Fiber (2 CFR 184.6(a)(5))	Certification requires all manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States
Lumber (2 CFR 184.6(a)(6))	Certification requires all manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
Drywall (2 CFR 184.6(a)(7))	Certification requires all manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
Engineered Wood (2 CFR 184.6(a)(8))	Certification requires all manufacturing processes, from initial combination of constituent materials until the wood product is in its final form, occurred in the United States.
(3) Manufactured Product	
Manufactured Products other than Precast Concrete Products and Intelligent Transportation Systems and Other Electronic Hardware Systems Installed on the Highway ROW or Other Real Property (23 CFR 635.410(c)(1)(vii)) and 23 CFR 635.410(c)(1)(iv)	• Certification requires for projects obligated before October 1, 2025, no certification is required (excludes EV chargers). • Certification requires for projects obligated on or after October 1, 2025, certification requires the final manufacturing process occurred in the United States (excludes EV chargers). • Certification requires for projects obligated on or after October 1, 2026, and all EV chargers , certification requires the final manufacturing process occurred in the United States and the cost of the components that are mined,

	produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.
Precast Concrete Products (23 CFR 635.410(c)(2)(i))	Classified as a manufactured product must comply with both the wholly or predominantly iron or steel or a combination of both product and manufactured product certification requirements as stated above.
Intelligent Transportation Systems and Other Electronic Hardware Systems Installed on the Highway ROW or Other Real Property (23 CFR 635.410(c)(2)(ii))	Classified as a manufactured product must comply with both the wholly or predominantly iron or steel or a combination of both product certification requirements for any iron or steel enclosures as well as the manufacturing certification requirements as stated above.
(4) Excluded Materials	
Excluded Materials Including Section 70917(c) Materials (23 CFR 635.410(c)(1)(ii))	No certification is required for excluded materials including Section 70917(c) materials. Section 70917(c) materials means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

PART 3: DECLARATION OF SUBMITTAL

Do the articles, materials, or supplies submitted in this form comply with applicable domestic materials content procurement preferences found in the Buy America Act requirements (23 CFR 635.410) and the Build America, Buy America Act requirements (2 CFR part 184) (Y/N)? _____

PART 4: CERTIFICATION (Read and check all boxes before signing)
Note: State Departments of Transportation may have different language requirements for this section.

☐ I certify that the description above is a true and accurate description of the article, material, or supply provided, and that the undersigned is in a position to legally bind the Company/Organization represented in this form.

☐ I certify that the iron or steel product, construction material, or manufactured product complies with the applicable Buy America or BABA requirements.

Signature: Date:

Printed Name:
Title:
Company/Organization:
Company/Organization address:

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 (C_3A) 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

	LD-7		CHPF-1		
Test Requirements	**Min.**	**Max.**	**Min.**	**Max.**	**Test Method**
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 ±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 ±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	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	ASTM D 4595

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 Supsec

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/ft^2)
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 overlaminate 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	Concrete
Bulk Specific Gravity	Water Content
Moisture	Slump or Slump Flow
Gradation	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.

$$\overline{X} \geq f'_{cr}$$

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 ±¾ 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.

Aggregates	Concrete
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 10ºF 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	Monthly	
a. Tared	Daily	
b. Calibrate	Every 6 months	
c. Check Calibration	Weekly	
3. Gauges & Meters - Plant & Truck		
a. Calibrate	Every 6 months	
b. Check Calibration	Weekly	
4. Admixture Dispenser		
a. Calibrate	Every 6 months	
b. Check Operation & Calibration	Daily	
B. AGGREGATES		
1. Sampling		T 2
2. Fine Aggregate		
a. Gradation / FM	250 yd^3 concrete	T 27
b. Moisture	Check meter against test results weekly	T 255
c. Specific Gravity / Absorption	2500 yd^3 concrete	T 84
3. Coarse Aggregates		
a. Gradation	250 yd^3 concrete	T 27
b. Moisture	Minimum of once daily or more as needed to control production. Check meter against test results weekly.	T 255
c. 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
C. PLASTIC CONCRETE		
1. Sampling		R 60
2. Air Content	First load then one per 50 yd^3	T 152* or T 196*
3. Slump or Flow*	First load then one per 50 yd^3	T 119* or C 1611*
4. Static Segregation*	2500 yd^3 Concrete	C 1610*
5. Density (Unit Weight)	100 yd^3 or when cylinders are made	T 121
6. Compressive Strength	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.	T 22*, T 23*, T 231
7. Yield	Each 400 yd^3 Concrete	T 121*
8. 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 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.

Section	Description
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	Monthly	
2. Scales		
a. Tared	Daily	
b. Calibrate	Every 6 months	
c. Check Calibration	Weekly	
3. Gauges & Meters - Plant & Truck		
a. Calibrate	Every 6 months	
b. Check Calibration	Weekly	
4. Admixture Dispenser		
a. Calibrate	Every 6 months	
b. Check Operation & Calibration	Daily	
B. AGGREGATES		
1. Sampling		R 76
2. Fine Aggregate		
a. Gradation / FM	250 yd^3 concrete	T 27
b. Moisture	Check meter against test results weekly	T 255
c. Specific Gravity / Absorption	2500 yd^3 concrete	T 84
3. Coarse Aggregates		
a. Gradation	250 yd^3 concrete	T 27
b. Moisture	Minimum of once daily or more as needed to control production. Check meter against test results weekly.	T 255
c. 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
C. PLASTIC CONCRETE		
1. Sampling		R 60
2. Air Content	First load then one per 50 yd^3	T 152 or T 196
3. Slump	First load then one per 50 yd^3	T 119
4. Unit weight	100 yd^3 or when cylinders are made	T 121
5. Compressive Strength	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.	R 100, T 22, T 231
6. Yield	Each 400 yd^3 concrete	T 121
7. Temperature	With each sample	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 (±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 (±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.

Form CSD-612LPA
Rev. 1/2021

PROGRESS SCHEDULE

PROJECT NUMBER STP-7194-00(004)LPA/109376-701000

COUNTY Forrest

WORK PHASE NO.	DESCRIPTION	LINE NUMBERS	YEAR 2025 JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV	DEC	YEAR 2026 JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV	DEC
1	Miscellaneous	10-70, 100-140, 340-410, 480															0					90				
2	Excavation and Drainage	80, 90, 190-260															11		23							
3	Base and Pavement																									
4	Pedestrian Facilities	150-180, 270-310																24				77				
5	Traffic Safety	320, 330																			78	80				
6	Pavement Markings	420																			8[illegible]	81				
7	Bridges/Retaining Walls																									
	Add Option #1																									
5	Traffic Safety	430-490																			9[illegible]			115		

LET: 10/31/2[illegible]
Anticipated NOA: 01/01/26
Anticipated NTP/BCT: 03/01/26
Working Days: 90 (Base)

MONTH	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV	DEC	172 WORKING DAYS PER YEAR
ANTICIPATED WORKING DAYS PER MONTH	6	7	11	15	19	20	2[illegible]	2[illegible]	20	16	11	5	6	7	11	15	19	20	2[illegible]	2[illegible]	20	16	11	5	

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.

S E C T I O N 9 0 5 - P R O P O S A L

Date 05/07/2026

TO: City of Hattiesburg

Sirs: The following proposal is made on behalf of BARNETT CONCRETE WORK, LLC of 4906 Old Hwy 11 Suite A2

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 Neel-Schaffer Inc South Mississippi, 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 City Clerk located at 200 Forrest Street Hattiesburg, MS 39401 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 Project owner. This signature does not cure deficiencies in any required certifications, disclosures and/or affidavits. I (We) also acknowledge the right of the Project owner to require full and final execution on any certification, disclosure or affidavit contained in the proposal at the Project owner 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. N/A DATED _____ ADDENDUM NO. N/A DATED _____
ADDENDUM NO. N/A DATED _____ ADDENDUM NO. N/A DATED _____

TOTAL ADDENDA: 0
(Must agree with total addenda issued prior to opening of bids)

Respectfully submitted,

DATE: 05/07/2026

BARNETT CONCRETE WORK, LLC
Contractor

BY: Kevin Barnett

TITLE: Estimator

ADDRESS: 4906 Old Hwy 11 Suite A2

CITY: Hattiesburg

PHONE: (601) 530-5384

FAX: _____

EMAIL: kevin@barnettconcretework.com

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	$5,750.00
20	202-B073	230	SY	Removal of Concrete Pavement, All Depths	$68.00	$15,640.00
30	202-B080	5	SY	Removal of Concrete Sidewalk	$227.00	$1,135.00
40	202-B089	450	LF	Removal of Curb &/or Curb and Gutter, All Types	$25.00	$11,025.00
50	202-B090	3	EA	Removal of Curb Inlet	$2,814.00	$8,442.00
60	202-B129	3	EA	Removal of Flared End Section, All Sizes	$575.00	$1,725.00
70	202-B240	280	LF	Removal of Traffic Stripe	$6.90	$1,932.00
80	202-B244	13	EA	Removal of Trees	$1,782.73	$23,175.49
90	203-EX020	1,400	CY	Borrow Excavation, AH, FME, Class B9	$21.00	$29,400.00
100	203-G001	200	CY	Excess Excavation, FM, AH	$11.50	$2,300.00
110	211-B001	170	CY	Topsoil for Slope Treatment, Contractor Furnished	$376.87	$64,067.90
120	216-B002	1,550	SY	Solid Sodding, Centipede	$10.75	$16,662.50
130	219-A001	310	KGAL	Watering	20.00	$6,200.00
140	907-234-A001	1,150	LF	Temporary Silt Fence	$3.15	$3,622.50
150	246-B002	200	LF	Rockbags	$55.00	$11,000.00
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	$156.00	$1,872.00
				OR		
180	304-G003	12	CY	Size 825B Crushed Stone Base, AEA		
190	907-417-A001	160	SY	Polymer Cement Surface System	$51.64	$8,262.40

200	601-B001	13	CY	Class "B" Structural Concrete, Minor Structures	$461.46	$5,998.98
210	602-A001	920	LBS	Reinforcing Steel	$1.75	$1,610.00
220	603-CA012	40	LF	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	$161.00	$6,440.00
230	603-CA056	16	LF	36" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	$287.50	$4,600.00
240	603-CB003	2	EA	18" Reinforced Concrete End Section	$1,840.00	$3,680.00
250	603-CB006	1	EA	36" Reinforced Concrete End Section	$2,875.00	$2,875.00
260	604-A001	464	LBS	Castings	$8.15	$3,781.60
270	604-B001	180	LBS	Gratings	$10.58	$1,904.40
280	608-A001	1,100	SY	Concrete Sidewalk, Without Reinforcement	$64.58	$71,038.00
290	907-608-C001	224	SF	Detectable Warning Panels	$47.73	$10,691.52
300	907-608-D001	22	SY	Colored Concrete Sidewalk Scoring Pattern	$146.63	$3,225.86
310	907-608-D002	192	SF	Stamped and Colored Concrete Sidewalk Brick Pattern	$16.14	$3,098.88
320	907-608-D002	1,365	SF	Stamped and Colored Concrete Sidewalk Brick Pattern, Driveway	$12.20	$16,653.00
330	609-B002	125	LF	Concrete Curb, Header	$34.16	$4,270.00
340	609-D002	205	LF	Combination Concrete Curb and Gutter Type 1 Modified	$38.57	$7,906.85
350	613-D009	2	EA	Adjustment of Utility Appurtenance Fire Hydrant	$891.25	$1,782.50
360	613-D009	4	EA	Adjustment of Utility Appurtenance Fiber Box	$1,753.75	$7,015.00
370	613-D010	2	EA	Adjustment of Water Meter	$632.50	$1,265.00
380	613-D011	2	EA	Adjustment of Water Valve	$632.50	$1,265.00
390	614-B003	65	SY	Concrete Driveway, With Reinforcement, 6-inch Thickness	$93.00	$6,045.00
400	907-618-A001	1	LS	Maintenance of Traffic	XXXXX	$30,000.00
410	618-B001	1	SF	Additional Construction Signs	10.00	$10.00
420	620-A001	1	LS	Mobilization	XXXXX	$70,189.82
430	907-626-E006	160	LF	6" Thermoplastic Traffic Stripe, Continuous Yellow	$5.75	$920.00
440	907-626-H010	780	LF	Thermoplastic Legend, White	$6.90	$5,382.00
450	907-630-O002	4	EA	Remove and Reset Sign, 1 U-post	$287.50	$1,150.00
510	699-A001	1	LS	Roadway Construction Stakes	XXXXX	$5,200.00
					Total Base Bid Amount	$490,210.20

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"	$71.00	$3,550.00
470	682-A039	1,125	LF	Underground Branch Circuit, AWG 8, 3 Conductor	$17.82	$20,047.50
480	682-B037	100	LF	Underground Branch Circuit, Jacked or Bored, AWG 8, 3 Conductor	$130.25	$10,325.00
490	682-F001	1	EA	Secondary Power Controller	$24,987.87	$24,987.87
500	907-684-PP001	42	CY	Pole Foundation, Per Plans	$1,659.92	$69,716.64
520	L00016 - 683-B500	17	EA	Lighting Assembly, Low Mast, LED, TYPE 15-1-0-96	$8,135.38	$138,301.46
					Total Add Option No. 1 Amount	$226,928.47

Total Base Bid $ 490,210.20

Total Add Option No. 1 $ 226,928.47

Total Bid $ 717,138.67

1. I/We agree that no less than 5 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) X 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.

Kevin Barnett

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.

BARNETT CONCRETE WORK, LLC
(COMPANY)

BY Kevin Barnett

Project Manager
(TITLE)

DATE: 05/07/2026

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, Kevin Barnett,
(Name of person signing affidavit)

individually, and in my capacity as Project Manager of
(Title)

BARNETT CONCRETE WORK, LLC 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 _____

BARNETT CONCRETE WORK, LLC, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. STP-7194-00(004)LPA/109376/701000,

in Forrest 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 05/07/2026 Kevin Barnett

Signature

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

NON-COLLUSION AFFIDAVIT
(Execute in duplicate)

I, Kevin Barnett,
(Name of person signing affidavit)

individually, and in my capacity as Project Manager of
(Title)
BARNETT CONCRETE WORK, LLC 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 _____
BARNETT CONCRETE WORK, LLC, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. STP-7194-00(004)LPA/109376/701000,

in Forrest 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 05/07/2026 Kevin Barnett

Signature

SECTION 902

CONTRACT FOR BARNETT CONCRETE WORK, LLC
LOCATED IN THE COUNTY(IES) OF Lamar
STATE OF MISSISSIPPI, Hattiesburg

This Contract is entered into by and between the Local Public Agency BARNETT CONCRETE WORK, LLC (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 7 day of May, 2026.

BARNETT CONCRETE WORK, LLC

Contractor

By: Kevin Barnett

Title: Project manager

Signed and sealed in the presence of: (name and address of witness)

Cedrick Edmonson

4906 Old Hwy 11 Suite A2

(LPA)

LPA Official

LPA Clerk

Award authorized by the LPA in session on the ____ day of _____, _____, Minute Book No._____, Page No. _____.

Rev. 10/6/2023

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

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:_____ MS Insurance ID # _____
Name: _____
Title: _____
Address: _____
_____

SURETY (if applicable)
Company: _____

Signature:_____ MS Insurance ID # _____
Name: _____
Title: _____
Address: _____
_____

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.		
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

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).

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 (Yes / No)

I (We) have a SAM Unique Entity ID. Yes (Yes / No)

SAM Unique Entity ID: Z3NTJKMETDS7

Company Name: BARNETT CONCRETE WORK, LLC

Company e-mail address: barnettconcretework@gmail.com

(3/2022F)

Notice Content

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, MS, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, MS, 39401, until 10:00 A.M., Local Time, Thursday, May 7, 2026 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.hattiesburgmsbids.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 MS 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.hattiesburgmsbids.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 (601) 336-6378. 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 MS Standard Specifications for Road and Bridge Construction, adopted by the MS Dept of Transportation, as referred to herein, may be purchased from the MS Dept 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 MS, 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 MS 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, MS 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 "MS 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, MS Dates of Publication: April 5, 2026 April 12, 2026 April 5, 12 2026 LMSS0490618

17245 City of Hattiesburg - 4th Street Improvements Phase IV

Hattiesburg, MS (H-NR-E)

May 7

Bids in
30 days

Plan Holders

Date	Company	Contact
4/2/26 8:15 am	**City of Hattiesburg** P.O. Box 1898 Hattiesburg, MS 39403	**Chris Crenshaw** Tel: 601-545-4540 ccrenshaw@hattiesburgms.com
4/2/26 8:04 am	**Mississippi Procurement Technical Assistance Program (MPTAP)** 501 N. West Street Room 442 Jackson, MS 39201	**Agency Bid Bank (Advertisement Only)** Tel: 601-359-2700 Fax: 601-359-5290 bidbank@mississippi.org
4/2/26 8:04 am	**Neel-Schaffer | Hattiesburg** 704 Hardy Street Hattiesburg, MS 39401	**Geoffrey Crosby** Tel: 601-545-1565 Fax: 601-545-2667 geoffrey.crosby@neel-schaffer.com
4/2/26 8:04 am	**Plan House - Hattiesburg Office** 1 Churchill Street Hattiesburg, MS 39402	**Andy Demarest** Tel: 601-336-6378 info@planhouseprinting.com
4/2/26 8:04 am	**Statewide Plan Room** 605 West Main Street Tupelo, MS 38804	**Statewide Plan Room** Tel: 662-407-0193 mail@statewideplans.com

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Barnett Concrete Work, LLC

4906 Old Hwy 11, Suite A2
Hattiesburg, MS 39402

OWNER:
(Name, legal status and address)
City Of Hattiesburg

200 Forrest Street
Hattiesburg, MS 39401

SURETY:
(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

MAILING ADDRESS FOR NOTICES:
Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% of Bid Amount Five Percent of Bid Amount

PROJECT:
(Name, location or address, and Project number, if any)
Fourth Steet Improvements phase IV

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of May , 2026 .

(Witness)

Kiana M. Pumphrey

(Witness) Kiana M. Pumphrey

Barnett Concrete Work, LLC
(Contractor as Principal) *(Seal)*

Kevin Barnett
(Title)

The Ohio Casualty Insurance Company
(Surety)

(Title) Carolyn Banks, Assistant Secretary

POWER OF ATTORNEY

The Ohio Casualty Insurance Company

Principal: Barnett Concrete Work, LLC
Agency Name: Evans Agency, Inc Bond Number: BID-0036236
Obligee: City Of Hattiesburg
Bid Bond Amount: (5% of Bid Amount) Five Percent of Bid Amount

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Carolyn Banks in the city and state of Seattle, WA, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 4th day of May, 2026.

The Ohio Casualty Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY ss

On this 4th day of May, 2026, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 4th day of May, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/01/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Liberty Mutual Insurance Compa
175 Berkeley Street
Boston, MA 02116

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ategrity	
INSURER B : Appalachian	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Barnett Concrete
4906 Old Hwy 11 suite 2-A
Hattiesburg, MS 39402

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			01cpkp200950600	01/08/2026	12/25/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		5716757	01/08/2026	12/25/2026	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kenneth Myricks

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State of Mississippi

Board of Contractors

ACTIVE

BARNETT CONCRETE WORK, LLC
4906 OLD HWY 11 SUITE 2A
HATTIESBURG, MS 39402

is duly registered and entitled to perform

1) ASBESTOS ABATEMENT OR REMOVAL 2) CONCRETE
3) REMODELING

We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 14 day of Aug., 2025

BOARD OF CONTRACTORS
STATE OF MISSISSIPPI

CERTIFICATE OF RESPONSIBILITY
No. 18159-SC
Expires Aug. 14, 2026

Joel A. Cundiff

CHAIRMAN OF THE BOARD

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

JEFFREY PAUL CROSBY
LICENSED PROFESSIONAL ENGINEER
19984
STATE OF MISSISSIPPI
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
#5570:	Special Provisions Related to Concrete
#5866 LPA:	Payroll Requirements
#6000 LPA:	Requirements for Traffic Control Personnel
#6195:	Retroreflectivity Requirements
#7011:	Contract Time
#7200:	Specialty Items
#7578:	Obligation Date
#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
	907-104-2:	Minor Alterations to the Contract
	907-105-2:	Control of Work
	907-106-4:	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
907-626-12:	Thermoplastic Traffic Markings
907-637-3:	Traffic Signal Conduit and Pull Boxes
907-700-2:	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
907-714-4:	Miscellaneous Materials
907-718-1:	Timber and Dimension Lumber
907-720-4:	Acceptance Procedure for Glass Beads
907-721-4:	Materials for Signing
907-799-1:	Hydraulic Cement Concrete Mixtures w/ Supplement
907-804-13:	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

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, **May 7**, 2026 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.hattiesburgmsbids.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.hattiesburgmsbids.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:

April 5, 2026
April 12, 2026

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, Mississsippi)*, 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.

Brad White
Executive Director
Jeff Ely, P.E.
Chief of Staff

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Earl Glenn, Jr., P.E.
Deputy Executive Director/Chief Engineer
Lisa M. Hancock, CPA
Deputy Executive Director/Administration

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.

P. O. Box 1850 • Jackson, MS 39215-1850
Telephone (601) 359-7249 • FAX (601) 359-7050 • GoMDOT.com

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	
	X	(1) The LPA certifies that all project activities will take place on existing ROW and no ROW was acquired.
X		(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.
X		(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.
X		(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.
X		(5) The LPA certifies that the project right of way does not contain structures that required asbestos abatement.
	X	(6) The LPA certifies that there are no utilities in conflict with the project.
X		(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

Mary E Bergin

Signature

8/1/2025
Date

Sheffield, Jason
District Utility Coordinator Concurrence

Jason Sheffield

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

Mary E Bergin

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/Tenent	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 relcoated by the utility owner prior to notice to proceed to construction

Bergin, Mary
Project Director

Mary E Bergin
Signature

8/1/2025
Date

District Utility Coordinator Concurrence:

Jeseon Shuffield
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 a 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

Page	Subsection	Change
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 "AASHTO" to "AASHTO's LRFD".
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.

DEPARTMENT OF REVENUE
STATE OF MISSISSIPPI

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.

This fact sheet is intended to help you become more familiar with Mississippi tax laws and your rights and responsibilities under the laws. Nothing in this fact sheet supersedes, alters, or otherwise changes any provisions of the tax law, regulations, court decisions, or notices.

Revised March 2017

Petroleum Tax Bureau
P. O. Box 1033
Jackson, MS 39215-1033
Phone: (601) 923-7150

DEPARTMENT OF REVENUE
STATE OF MISSISSIPPI

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.

This fact sheet is intended to help you become more familiar with Mississippi tax laws and your rights and responsibilities under the laws. Nothing in this fact sheet supersedes, alters, or otherwise changes any provisions of the tax law, regulations, court decisions, or notices.

Revised March 2017

Petroleum Tax Bureau
P. O. Box 1033
Jackson, MS 39215-1033
Phone: (601) 923-7150

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

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/m^2/lx is hereby revised to 225 mcd/m^2/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

Pay Item	Description
699-A001	Roadway Construction Stakes

Category: Concrete

Pay Item	Description
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

Pay Item	Description
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. 7578 **CODE: (IS)**

DATE: **12/16/2025**

SUBJECT: **Obligation Date**

With respect to the obligation date referenced in Special Provision No. 907-700-2 (Materials and Tests), bidders are advised that this project will be obligated on or after October 1, 2025, and before October 1, 2026.

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:

Minimum allowable density = specified minimum density - 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: MS20260131 01/23/2026

Superseded General Decision Number: MS20250131

State: Mississippi

Construction Type: Highway

County: Forrest County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/02/2026
1	01/23/2026

* ELEC0903-006 12/01/2025

	Rates	Fringes
ELECTRICIAN	$ 32.90	7.89+9.75%

SUMS2010-054 08/04/2014

	Rates	Fringes
CARPENTER (Form Work Only)	$ 12.00	0.00
CEMENT MASON/CONCRETE FINISHER	$ 11.54	1.63
HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck)	$ 14.55	0.00
INSTALLER - SIGN	$ 12.19	0.00
INSTALLER: Guardrail	$ 12.39	0.00
IRONWORKER, REINFORCING	$ 16.44	0.00
LABORER: Common or General, Including Asphalt Raking, Shoveling, Spreading	$ 10.34	0.00
LABORER: Flagger	$ 11.42	0.00
LABORER: Grade Checker	$ 14.82	0.00
LABORER: Luteman	$ 12.88	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.57	0.00
LABORER: Pipelayer	$ 14.50	0.00
LABORER: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper	$ 12.17	0.00
OPERATOR: Asphalt Spreader	$ 14.71	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 14.20	0.00

OPERATOR: Bobcat/Skid Steer/Skid Loader.....$ 11.86 0.00

OPERATOR: Broom/Sweeper.....$ 10.94 0.00

OPERATOR: Bulldozer.....$ 13.99 0.00

OPERATOR: Concrete Saw.....$ 13.93 0.00

OPERATOR: Crane.....$ 14.80 0.00

OPERATOR: Distributor.....$ 11.46 0.00

OPERATOR: Grader/Blade.....$ 16.09 0.00

OPERATOR: Loader.....$ 13.99 0.00

OPERATOR: Mechanic.....$ 13.00 0.00

OPERATOR: Milling Machine.....$ 16.96 0.00

OPERATOR: Oiler.....$ 12.22 0.00

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....$ 11.56 0.00

OPERATOR: Roller (All Types)....$ 12.17 0.00

OPERATOR: Scraper.....$ 14.00 0.00

OPERATOR: Tractor.....$ 12.00 0.00

SURVEYOR (Staking, Marking and Brush Clearing).....$ 11.56 0.00

TRUCK DRIVER: Flatbed Truck.....$ 14.72 0.00

TRUCK DRIVER: Lowboy Truck.....$ 14.18 0.00

TRUCK DRIVER: Mechanic.....$ 12.31 0.00

TRUCK DRIVER: Water Truck.....$ 17.08 0.00

TRUCK DRIVER: Dump Truck (All Types).....$ 11.58 0.00

TRUCK DRIVER: Semi/Trailer Truck.....$ 14.36 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is

like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, 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 the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (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 reprocurement 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/WHD/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 reprocurement 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.

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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 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).

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.

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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)
SHSA Cities:	
Pascagoula - Moss Point	16.9
Biloxi - Gulfport	19.2
Jackson	30.3
SMSA Counties:	
Desoto	32.3
Hancock, Harrison, Stone	19.2
Hinds, Rankin	30.3
Jackson	16.9
Non-SMSA Counties:	
George, Greene	26.4
Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Clay, Coahoma, Grenada, Itawamba, Lafayette, Lee, Leflore, Marshall, Monroe, Montgomery, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Washington, Webster, Yalobusha	26.5
Attala, Choctaw, Claiborne, Clarke, Copiah, Covington, Franklin, Holmes, Humphreys, Issaquena, Jasper, Jefferson, Jefferson Davis, Jones Kemper, Lauderdale, Lawrence, Leake, Lincoln, Lowndes, Madison, Neshoba, Newton, Noxubee, Oktibbeha, Scott, Sharkey, Simpson, Smith, Warren, Wayne, Winston, Yazoo	32.0
Forrest, Lamar, Marion, Pearl River, Perry, Pike, Walthall	27.7
Adams, Amite, Wilkinson	30.4

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 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 coplete 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 bidders 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 subsitute 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. 907-106-4 **CODE: (IS)**

DATE: **12/16/2025**

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 was currently required for steel and iron products.

Articles, materials, or supplies will only be classified under one of the following categories: iron or steel products, construction materials, manufactured products, or excluded materials (as further described in subsection 907-700.01.1). An article, material, or supply shall not be considered to fall under multiple categories. The applicable classification of the article, material, or supply being permanently incorporated into a construction project will be based on the status at the time the article, material, or supply is brought to the project work site.

Any iron or steel products, construction materials, and manufactured products that are permanently incorporated into a construction project, shall be domestically manufactured and compliant with current requirements of the Act, including 2 CFR 184, 2 CFR 200.322, 0MB 24-02 Memo and related requirements therein, and with the current requirements within 23 CFR 635.410.

It is the prime Contractor's responsibility to ensure all submittals and/or certifications required by the above listed Buy America provisions are submitted to the Project Engineer prior to the article, material, or supply being incorporated into the work.

Buy America provisions do not apply to temporarily used articles, materials, or supplies 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.

The following categories, as described above, require Domestic Materials Self-Certification Form (as described within Subsection 907-700.01.2) on construction projects:

Iron or Steel Products
Construction Materials
Manufactured Products.

Buy America provisions do not apply to excluded materials.

A list of items that must comply with the above listed Buy America requirements and require Buy America Certificate of Conformance may be viewed at www.goMDOT.com under Business Center ➔ Engineering Standards/Guides/Manuals ➔ Construction Materials.

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 StandardSpecifications for Road and Bridge Construction is hereby amended as follows.

907-109.01--Measurement of Quantities. Delete the sixth full paragraph of Subsection 109.01on 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.

Properties	Test Value	Test Method
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 alkyd 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 (½") 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 ±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/m²/lx	Rumble Stripe mcd/m²/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

skips 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, Type	- per each
907-637-C:	Traffic Signal Conduit, Underground, Type, Size	- per linear foot
907-637-D:	Traffic Signal Conduit, Underground Drilled or Jacked, Type, Size	- per linear foot
907-637-E:	Traffic Signal Conduit, Structural Conduit, Type, Size	- per linear foot
907-637-F:	Traffic Signal Conduit, Aerial Supported, Type, No, Size	- per linear foot
907-637-G:	Traffic Signal Conduit, Underground Encased in Concrete, Type, Size	- per linear foot
907-637-H:	Traffic Signal Conduit Bank, Underground, Type, No., Size	- per linear foot
907-637-I:	Traffic Signal Conduit Bank, Underground Drilled or Jacked, Type, No., Size	- per linear foot
907-637-J:	Traffic Signal Conduit Bank, Structural Conduit, Type, No., Size	- per linear foot
907-637-K:	Traffic Signal Conduit Bank, Aerial Supported, Type, Size and Number	- per linear foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-700-2 **CODE: (IS)**

DATE: 10/01/2025

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.

Delete fourth, fifth, sixth, and seventh paragraph of Subsection 700.01 on page 713, and add the following.

907-700.01.1--Buy America Requirements.

Iron or Steel Products. Iron or steel or wire products (including prestressed cables and strands) are products that consist wholly or predominantly of iron or steel or a combination of both.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of the iron and steel components.

Iron or steel or wire products, as described above, that are permanently incorporated into a construction project must be produced domestically. All manufacturing processes for iron or steel or wire products, from the initial melting stage through the application of coatings, that are permanently incorporated into a construction project, must occur domestically. However, pig iron and processed, pelletized, and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for iron and/or steel and/or wire products. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Construction Materials. Construction materials are articles, materials, or supplies that consist of only one of the items listed (non-ferrous metals, plastic and polymer-based products, glass, fiber-optic cables (including drop cables), optical fibers, lumber, drywall, and engineered woods). Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material. All manufacturing processes for the listed construction materials, from the initial processes as described within 2 CFR 184.6 to the final processes as described within 2 CFR 184.6, that are permanently incorporated into a construction project, must occur domestically.

Manufactured Products. Manufactured products are articles, materials, or supplies that have been processed into a specific form or shape; or when combined with other articles, materials, or supplies create a product with different properties than the individual articles, materials, or supplies. An item that is classified as an iron or steel product, a construction material, or an excluded material is not a manufactured product. However, an article, material, or supply classified as a manufactured product

may include components that are iron or steel products, excluded materials, or other product categories as specified by law or in 2 CFR part 184. Mixtures of excluded materials delivered to a work site without final form for incorporation into a project are not a manufactured product. For construction projects obligated on or after October 1, 2025, the manufactured product must be manufactured domestically. For construction projects obligated on or after October 1, 2026, the manufactured product must be manufactured domestically and the cost of the components of the manufactured product that are mined, produced, or manufactured domestically is greater than 55 percent of the total cost of all components of the manufactured product.

Excluded Materials. Excluded materials, as listed in Section 70917(c) of the Build America, Buy America Act, are cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. However, an article, material, or supply classified as a manufactured product may include components that are iron or steel products, excluded materials, or other product categories as specified by law or in 2 CFR part 184. Mixtures of excluded materials delivered to a work site without final form for incorporation into a project are not a manufactured product.

Domestically shall be understood to mean all States of the United States, District of Columbia, Puerto Rico, American Samoa, Guam, and Virgin Islands and any other place subject to the jurisdiction of the United States.

907-700.01.2—Certificate of Compliance Requirements. Prior to incorporation into the work, the Contractor shall furnish the Project Engineer with a Domestic Materials Self-Certification Form documenting conformance to the requirements of Subsection 907-106.14. Attached hereto is the Domestic Materials Self-Certification Form that shall be furnished by the Contractor to the Project Engineer.

Domestic Materials
Self-Certification Form

This certification is for a manufacturer/supplier to certify the below articles, materials, or supplies are in compliance with the applicable domestic material content procurement preferences found in the Buy America Act requirements (23 CFR 635.410) and the Build America, Buy America Act (BABA) requirements (2 CFR part 184). The individual completing this form takes full responsibility for the information included in the form. State agencies have the authority to request additional details related to the information provided in the form. All forms shall be submitted via AASHTO DataMine for delivery to authorized governmental users through the Industry Document Repository. The manufacturer/supplier is required to include updates to process changes within 10 days of the change occurring via uploading a revised form into DataMine.

PART 1: COMPANY CONTACT INFORMATION

Company/Producer/Manufacturer Name:

Supplier Representative Name:

Contact Email Address: Contact Phone Number:

Date Form is Being Submitted: mm/dd/yyyy

PART 2: DETAILS OF THE ARTICLE, MATERIAL, OR SUPPLY:

Using Table 1 below, provide the classification of the article, material, or supply as one of the following: (1) iron or steel product; (2) construction material (3) manufactured product; or (4) excluded materials including Section 70917(c) materials.

Classification	
Producer of the Article, Material, or Supply:	
Product/Model/Part/Material:	
Manufacturing Address:	
Manufacturing City:	
Manufacturing State:	
Manufacturing Zip Code:	
DataMine # (if applicable):	
Federal/State/Local Project number(s):	
Pay Code Number (PCN):	**Pay Item Number**
Project Item code:	**Line Item Number**
Project Item Description:	**Pay Item Description**
Quantity Certified:	

TABLE 1: Material Classifications

(1) Iron or Steel Product	
Wholly or predominantly Iron or Steel, or a combination of both (23 CFR 635.410(b)(1)(ii))	Certification requires predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.
(2) Construction Material	
Non-Ferrous Metals (2 CFR 184.6(a)(1))	Certification requires all manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
Plastic and Polymer based products (including polyvinyl chloride, composite building materials, and polymers used in fiber optic cables) (2 CFR 184.6(a)(2))	Certification requires all manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
Glass (including optic glass) (2 CFR 184.6(a)(3))	Certification requires all manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
Fiber Optic Cable (including drop cable) (2 CFR 184.6(a)(4))	Certification requires all manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacking, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastics and polymer-based products, or any others.
Optical Fiber (2 CFR 184.6(a)(5))	Certification requires all manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States
Lumber (2 CFR 184.6(a)(6))	Certification requires all manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
Drywall (2 CFR 184.6(a)(7))	Certification requires all manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
Engineered Wood (2 CFR 184.6(a)(8))	Certification requires all manufacturing processes, from initial combination of constituent materials until the wood product is in its final form, occurred in the United States.
(3) Manufactured Product	
Manufactured Products other than Precast Concrete Products and Intelligent Transportation Systems and Other Electronic Hardware Systems Installed on the Highway ROW or Other Real Property (23 CFR 635.410(c)(1)(vii)) and 23 CFR 635.410(c)(1)(iv)	• Certification requires for projects obligated before October 1, 2025, no certification is required (excludes EV chargers). • Certification requires for projects obligated on or after October 1, 2025, certification requires the final manufacturing process occurred in the United States (excludes EV chargers). • Certification requires for projects obligated on or after October 1, 2026, and all EV chargers , certification requires the final manufacturing process occurred in the United States and the cost of the components that are mined,

	produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.
Precast Concrete Products (23 CFR 635.410(c)(2)(i))	Classified as a manufactured product must comply with both the wholly or predominantly iron or steel or a combination of both product and manufactured product certification requirements as stated above.
Intelligent Transportation Systems and Other Electronic Hardware Systems Installed on the Highway ROW or Other Real Property (23 CFR 635.410(c)(2)(ii))	Classified as a manufactured product must comply with both the wholly or predominantly iron or steel or a combination of both product certification requirements for any iron or steel enclosures as well as the manufacturing certification requirements as stated above.
(4) Excluded Materials	
Excluded Materials Including Section 70917(c) Materials (23 CFR 635.410(c)(1)(ii))	No certification is required for excluded materials including Section 70917(c) materials. Section 70917(c) materials means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

PART 3: DECLARATION OF SUBMITTAL

Do the articles, materials, or supplies submitted in this form comply with applicable domestic materials content procurement preferences found in the Buy America Act requirements (23 CFR 635.410) and the Build America, Buy America Act requirements (2 CFR part 184) (Y/N)? _____

PART 4: CERTIFICATION (Read and check all boxes before signing)
Note: State Departments of Transportation may have different language requirements for this section.

☐ I certify that the description above is a true and accurate description of the article, material, or supply provided, and that the undersigned is in a position to legally bind the Company/Organization represented in this form.

☐ I certify that the iron or steel product, construction material, or manufactured product complies with the applicable Buy America or BABA requirements.

Signature: Date: mm/dd/yyyy

Printed Name:
Title:
Company/Organization:
Company/Organization address:

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 (C_3A) 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

	LD-7		CHPF-1		
Test Requirements	**Min.**	**Max.**	**Min.**	**Max.**	**Test Method**
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 ±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 ±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	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	ASTM D 4595

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/ft^2)
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 overlaminate 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	Concrete
Bulk Specific Gravity	Water Content
Moisture	Slump or Slump Flow
Gradation	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.

$$\overline{X} \geq f'_{cr}$$

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 ±¾ 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.

Aggregates	Concrete
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	Monthly	
a. Tared	Daily	
b. Calibrate	Every 6 months	
c. Check Calibration	Weekly	
3. Gauges & Meters - Plant & Truck		
a. Calibrate	Every 6 months	
b. Check Calibration	Weekly	
4. Admixture Dispenser		
a. Calibrate	Every 6 months	
b. Check Operation & Calibration	Daily	
B. AGGREGATES		
1. Sampling		T 2
2. Fine Aggregate		
a. Gradation / FM	250 yd^3 concrete	T 27
b. Moisture	Check meter against test results weekly	T 255
c. Specific Gravity / Absorption	2500 yd^3 concrete	T 84
3. Coarse Aggregates		
a. Gradation	250 yd^3 concrete	T 27
b. Moisture	Minimum of once daily or more as needed to control production. Check meter against test results weekly.	T 255
c. 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
C. PLASTIC CONCRETE		
1. Sampling		R 60
2. Air Content	First load then one per 50 yd^3	T 152* or T 196*
3. Slump or Flow*	First load then one per 50 yd^3	T 119* or C 1611*
4. Static Segregation*	2500 yd^3 Concrete	C 1610*
5. Density (Unit Weight)	100 yd^3 or when cylinders are made	T 121
6. Compressive Strength	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.	T 22*, T 23*, T 231
7. Yield	Each 400 yd^3 Concrete	T 121*
8. 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 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.

Section	Description
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	Monthly	
2 Scales		
a Tared	Daily	
b Calibrate	Every 6 months	
c Check Calibration	Weekly	
3 Gauges & Meters - Plant & Truck		
a Calibrate	Every 6 months	
b Check Calibration	Weekly	
4 Admixture Dispenser		
a Calibrate	Every 6 months	
b Check Operation & Calibration	Daily	
B AGGREGATES		
1 Sampling		R 76
2 Fine Aggregate		
a Gradation / FM	250 yd^3 concrete	T 27
b Moisture	Check meter against test results weekly	T 255
c Specific Gravity / Absorption	2500 yd^3 concrete	T 84
3 Coarse Aggregates		
a Gradation	250 yd^3 concrete	T 27
b Moisture	Minimum of once daily or more as needed to control production. Check meter against test results weekly.	T 255
c 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
C PLASTIC CONCRETE		
1 Sampling		R 60
2 Air Content	First load then one per 50 yd^3	T 152 or T 196
3 Slump	First load then one per 50 yd^3	T 119
4 Unit Weight	100 yd^3 or when cylinders are made	T 121
5 Compressive Strength	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.	R 100, T 22, T 231
6 Yield	Each 400 yd^3 concrete	T 121
7 Temperature	With each sample	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 (±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 (±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.

Form CSD-612LPA
Rev. 1/2021

PROGRESS SCHEDULE

PROJECT NUMBER STP-7_94-00(004)LPA/109375-701000

COUNTY Forrest

YEAR 2025 YEAR 2026

WORK PHASE NO.	DESCRIPTION	LINE NUMBERS	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV	DEC	
1	Miscellaneous	10-70, 100-140, 340-410, 480															0					90					
2	Excavation and Drainage	80, 90, 190-260															11		23								
3	Base and Pavement																										
4	Pedestrian Facilities	150-180, 270-310																24				77					
5	Traffic Safety	320, 330																			78	80					
6	Pavement Markings	420																			81	81					
7	Bridges/Retaining Walls																										
	Add Option #1																										
5	Traffic Safety	430-490																			91			115			
	LET:	10/31/25																									
	Anticipated NOA:	01/01/26																									
	Anticipated NTP/BCT:	03/01/26																									
	Working Days:	90 (Base)																									

MONTH	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV	DEC	172 WORKING DAYS PER YEAR
ANTICIPATED WORKING DAYS PER MONTH	6	7	11	15	19	20	21	21	20	16	11	5	6	7	11	15	19	20	21	21	20	16	11	5	

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

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

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. _____.

Rev. 10/6/2023

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

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: _____ MS Insurance ID # _____
Name: _____
Title: _____
Address: _____
_____

SURETY (if applicable)
Company: _____

Signature: _____ MS Insurance ID # _____
Name: _____
Title: _____
Address: _____
_____

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: _____
_____

Rev. 10/6/2023

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.		
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

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).

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: _____

(3/2022F)

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	12,000.00XXXX	12,000.00
20	202-B073	230	SY	Removal of Concrete Pavement, All Depths	15.00	3,450.00
30	202-B080	5	SY	Removal of Concrete Sidewalk	25.00	125.00
40	202-B089	450	LF	Removal of Curb &/or Curb and Gutter, All Types	20.00	9,000.00
50	202-B090	3	EA	Removal of Curb Inlet	2,500.00	7,500.00
60	202-B129	3	EA	Removal of Flared End Section, All Sizes	150.00	450.00
70	202-B240	280	LF	Removal of Traffic Stripe	5.00	1,400.00
80	202-B244	13	EA	Removal of Trees	3,079.00	40,027.00
90	203-EX020	1,400	CY	Borrow Excavation, AH, FME, Class B9	20.00	28,000.00
100	203-G001	200	CY	Excess Excavation, FM, AH	13.00	2,600.00
110	211-B001	170	CY	Topsoil for Slope Treatment, Contractor Furnished	30.00	5,100.00
120	216-B002	1,550	SY	Solid Sodding, Centipede	12.00	18,600.00
130	219-A001	310	KGAL	Watering	20.00	$6,200.00
140	907-234-A001	1,150	LF	Temporary Silt Fence	8.00	9,200.00
150	246-B002	200	LF	Rockbags	20.00	4,000.00
160	304-G001	12	CY	Size 3/4" and Down Crushed Stone Base, AEA	210.00	2,520.00
				OR	—	
170	304-G002	12	CY	Size 610 Crushed Stone Base, AEA	200.00	2,400.00
				OR	—	
180	304-G003	12	CY	Size 825B Crushed Stone Base, AEA	190.00	2,280.00
190	907-417-A001	160	SY	Polymer Cement Surface System	250.00	40,000.00

200	601-B001	13	CY	Class "B" Structural Concrete, Minor Structures	3,000.00	39,000.00
210	602-A001	920	LBS	Reinforcing Steel	5.00	4,600.00
220	603-CA012	40	LF	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	145.00	5,800.00
230	603-CA056	16	LF	36" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	150.00	2,400.00
240	603-CB003	2	EA	18" Reinforced Concrete End Section	2,000.00	4,000.00
250	603-CB006	1	EA	36" Reinforced Concrete End Section	2,500.00	2,500.00
260	604-A001	464	LBS	Castings	10.00	4,640.00
270	604-B001	180	LBS	Gratings	10.00	1,800.00
280	608-A001	1,100	SY	Concrete Sidewalk, Without Reinforcement	250.00	275,000.00
290	907-608-C001	224	SF	Detectable Warning Panels	60.00	13,440.00
300	907-608-D001	22	SY	Colored Concrete Sidewalk Scoring Pattern	300.00	6,600.00
310	907-608-D002	192	SF	Stamped and Colored Concrete Sidewalk Brick Pattern	25.00	4,800.00
320	907-608-D002	1,365	SF	Stamped and Colored Concrete Sidewalk Brick Pattern, Driveway	25.00	34,125.00
330	609-B002	125	LF	Concrete Curb, Header	40.00	5,000.00
340	609-D002	205	LF	Combination Concrete Curb and Gutter Type 1 Modified	65.00	13,325.00
350	613-D009	2	EA	Adjustment of Utility Appurtenance Fire Hydrant	3,000.00	6,000.00
360	613-D009	4	EA	Adjustment of Utility Appurtenance Fiber Box	1,500.00	6,000.00
370	613-D010	2	EA	Adjustment of Water Meter	750.00	1,500.00
380	613-D011	2	EA	Adjustment of Water Valve	750.00	1,500.00
390	614-B003	65	SY	Concrete Driveway, With Reinforcement, 6-inch Thickness	340.00	22,100.00
400	907-618-A001	1	LS	Maintenance of Traffic	50,000.00 XXXXX	50,000.00
410	618-B001	1	SF	Additional Construction Signs	10.00	$10.00
420	620-A001	1	LS	Mobilization	50,000.00 XXXXX	50,000.00
430	907-626-E006	160	LF	6" Thermoplastic Traffic Stripe, Continuous Yellow	7.50	1,200.00
440	907-626-H010	780	LF	Thermoplastic Legend, White	7.50	5,850.00
450	907-630-O002	4	EA	Remove and Reset Sign, 1 U-post	350.00	1,400.00
510	699-A001	1	LS	Roadway Construction Stakes	10,000.00 XXXXX	10,000.00
					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"	25.00	1,250.00
470	682-A039	1,125	LF	Underground Branch Circuit, AWG 8, 3 Conductor	18.00	20,250.00
480	682-B037	100	LF	Underground Branch Circuit, Jacked or Bored, AWG 8, 3 Conductor	75.00	7,500.00
490	682-F001	1	EA	Secondary Power Controller	19,800.00	19,800.00
500	907-684-PP001	42	CY	Pole Foundation, Per Plans	1,800.00	75,600.00
520	L00016 - 683-B500	17	EA	Lighting Assembly, Low Mast, LED, TYPE 15-1-0-96	8,000.00	136,000.00
					Total Add Option No. 1 Amount	

Total Base Bid $ 767,442.00

Total Add Option No. 1 $ 260,400.00

Total Bid $ 1,027,842.00

1. I/We agree that no less than 0 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 John W. Chain, President/CEO.

OCR-485-LPA
REV. 04/09

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: STP 7194-00(004)/LPA 109376-701000
County: Forrest

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: N/A.
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
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)

J.W. Chain Contractors, LLC

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.

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 _x__, proposed Subcontractor ____, hereby certifies that he has __x_, 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 _x__, 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.

_____J.W. Chain Contractors, LLC_____
(COMPANY)

BY _____

____John W. Chain, President/CEO_____
(TITLE)

DATE: ____05/07/2026_____

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, John W. Chain,
(Name of person signing affidavit)

individually, and in my capacity as President/CEO of
(Title)

J.W. Chain Contractors, LLC 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

J.W. Chain Contractors, LLC, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. STP-7194-00(004) /LPA 109376-701000,

in Forrest 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 05/04/2026

Signature

John W. Chain, President/CEO

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

NON-COLLUSION AFFIDAVIT

(Execute in duplicate)

I, John W. Chain,
(Name of person signing affidavit)

individually, and in my capacity as President/CEO of
(Title)

J.W. Chain Contractors, LLC 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

J.W. Chain Contractors, LLC, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. STP-7194-00(004)/LPA 109376-701000,

in Forrest 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.

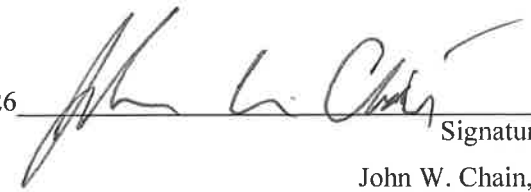
The bidder further certifies, to the best of his or her knowledge and belief, that:

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 05/04/2026 

Signature

John W. Chain, President/CEO

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

JW Chain Contractors LLC
20 Hegwood Road
Hattiesburg, MS 39402

SURETY:
(Name, legal status and principal place of business)

The Hanover Insurance Company
440 Lincoln Street
Worcester, MA 01653

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

BOND AMOUNT: $ 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Fourth Street Improvements - Phase IV Project No. STP-7194-00(004)LPA/109376-701000 City of Hattiesburg

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of May, 2026

JW Chain Contractors LLC (Seal)
(Principal)

By: John W. Chain
(Title) John W. Chain

K. Jacobs
(Witness) K. Jacobs

The Hanover Insurance Company (Seal)
(Surety)

By: Stephen W. Price, Jr.
(Title) Stephen Wesley Price, Jr. Attorney-in-Fact
Marsh

Blake Johnson
(Witness) Blake Johnson

THE HANOVER INSURANCE COMPANY INCORPORATED 1852

'SURANCE COMPANY
INSURANCE COMPANY
'MPANY OF AMERICA

'NEY
ority to bind the Company except in the manner and to the

/COMPANY, both being corporations organized and existing under the
CA, a corporation organized and existing under the laws of the State of
ute and appoint,

rice, Jr.

s true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and
tates, any and all surety bonds, recognizances, undertakings, or other surety
surety obligations, in pursuance of these presents, shall be as binding upon the
cretary of the Company, in their own proper persons. Provided however, that this
hority to bind the Company except in the manner stated and to the extent of any

THIS Po
extent h

KNOW
d Fifty Million and No/100 ($50,000,000) in any single instance

Thar ng Resolutions passed by the Board of Directors of said Company, and said Resolutions
law
Mic

C
n conjunction with any Vice President, be and they hereby are authorized and empowered to
and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds,
on and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the
Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and
e Company in their own proper persons.

y and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and
onjunction with any Vice President of the Company, shall be binding on the Company to the same extent
d, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 –
pril 14, 1982 – Massachusetts Bay Insurance Company. Adopted September 7, 2001 – Citizens Insurance
Company on March 24, 2014)

NCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY
sealed with their respective corporate seals, duly attested by two Vice Presidents, this **22nd** day of **April 2025**

ompany
of America

ki, Vice President

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

Joellen M. Mendoza, Vice President

CONNECTICUT)
OF HARTFORD) ss.

his **22nd** day of **April, 2025** before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

KATHLEEN M. SIRARD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 2, 2027

Kathleen M.Sirard, Notary Public
My commission expires, September 2, 2027

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 7th day of May 2026

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John Rowedder, Vice President

CERTIFIED COPY

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 registra 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_____ (Yes / No)

I (We) have a SAM Unique Entity ID. __Yes_____ (Yes / No)

SAM Unique Entity ID: PK3RTABHAVP1

Company Name: J.W. Chain Contractors, LLC

Company e-mail address: info@jwchaincontractors.com

(3/2022F)

SECTION 905 - PROPOSAL

Date ___05/07/2026_____

TO: ___City of Hattiesburg, MS_____
___200 Forrest St., Hattiesburg, MS 39401

Sirs: The following proposal is made on behalf of ___J.W. Chain Contractors, LLC_____
_____ of ____Hattiesburg, MS_____
_____
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 _____ __Neel-Schaffer, Hattiesburg_____, 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 City of Hattiesburg_ located at _200 Forrest St., Hattiesburg, MS 39401 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 _Owner__. This signature does not cure deficiencies in any required certifications, disclosures and/or affidavits. I (We) also acknowledge the right of the _Owner_ to require full and final execution on any certification, disclosure or affidavit contained in the proposal at the _Owner's_ 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: ___0_____
(Must agree with total addenda issued prior to opening of bids)

Respectfully submitted,

DATE: _____05/07/2026_____

___J.W. Chain Contractors, LLC_____
Contractor

BY: _____

TITLE: ___John W. Chain, President/CEO_____

ADDRESS: _20 Hegwood Rd._____

CITY: _____Hattiesburg, MS 39402_____

PHONE: ___601-476-1101_____

FAX: _____

EMAIL: _info@jwchaincontractors.com_____

R&J CONSTRUCTION
LAUREL, MISSISSIPPI

R & J Construction, Inc.
P.O. Box 6
Laurel, Mississippi
39441

Certificate of Responsibility: 13715-MC

Federal TIN: 41-2037763
State Tax ID: 34-16926-8

SEALED BID

Fourth Street Improvements Phase IV

STP-7194-00(004)LPA/109376-701000

City of Hattiesburg

Hattiesburg, Mississippi

Forrest County

May 7, 2026

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

JEFFREY PAUL CROSS
LICENSED PROFESSIONAL ENGINEER
19984
STATE OF MISSISSIPPI
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)

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PROJECT NO. STP-7194-00(004) LPA / 109376-701000
CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

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(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, **May 7**, 2026 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.hattiesburgmsbids.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.hattiesburgmsbids.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:

April 5, 2026
April 12, 2026

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, Mississsippi)*, 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.

Brad White
Executive Director
Jeff Ely, P.E.
Chief of Staff

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Earl Glenn, Jr., P.E.
Deputy Executive Director/Chief Engineer
Lisa M. Hancock, CPA
Deputy Executive Director/Administration

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.

P. O. Box 1850 • Jackson, MS 39215-1850
Telephone (601) 359-7249 • FAX (601) 359-7050 • GoMDOT.com

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	
	X	(1) The LPA certifies that all project activities will take place on existing ROW and no ROW was acquired.
X		(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.
X		(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.
X		(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.
X		(5) The LPA certifies that the project right of way does not contain structures that required asbestos abatement.
	X	(6) The LPA certifies that there are no utilities in conflict with the project.
X		(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

Mary E Bergin
Signature

8/1/2025
Date

Sheffield, Jason
District Utility Coordinator Concurrence

Jason Sheffield
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

Mary E Bergin

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/Tenent	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
Mlssissippi 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 relcoated by the utility owner prior to notice to proceed to construction

Bergin, Mary
Project Director

Mary E Bergin
Signature

8/1/2025
Date

District Utility Coordinator Concurrence:

Jeseon Sheffield
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 a 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

Page	Subsection	Change
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 "AASHTO" to "AASHTO's LRFD".
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.

DEPARTMENT OF REVENUE
STATE OF MISSISSIPPI

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.

This fact sheet is intended to help you become more familiar with Mississippi tax laws and your rights and responsibilities under the laws. Nothing in this fact sheet supersedes, alters, or otherwise changes any provisions of the tax law, regulations, court decisions, or notices.

Revised March 2017

Petroleum Tax Bureau
P. O. Box 1033
Jackson, MS 39215-1033
Phone: (601) 923-7150

DEPARTMENT OF REVENUE
STATE OF MISSISSIPPI

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.

This fact sheet is intended to help you become more familiar with Mississippi tax laws and your rights and responsibilities under the laws. Nothing in this fact sheet supersedes, alters, or otherwise changes any provisions of the tax law, regulations, court decisions, or notices.

Revised March 2017

Petroleum Tax Bureau
P. O. Box 1033
Jackson, MS 39215-1033
Phone: (601) 923-7150

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

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/m^2/lx is hereby revised to 225 mcd/m^2/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

Pay Item	Description
699-A001	Roadway Construction Stakes

Category: Concrete

Pay Item	Description
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

Pay Item	Description
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. 7578 **CODE: (IS)**

DATE: 12/16/2025

SUBJECT: Obligation Date

With respect to the obligation date referenced in Special Provision No. 907-700-2 (Materials and Tests), bidders are advised that this project will be obligated on or after October 1, 2025, and before October 1, 2026.

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:

Minimum allowable density = specified minimum density - 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: MS20260131 01/23/2026

Superseded General Decision Number: MS20250131

State: Mississippi

Construction Type: Highway

County: Forrest County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/02/2026
1	01/23/2026

* ELEC0903-006 12/01/2025

	Rates	Fringes
ELECTRICIAN	$ 32.90	7.89+9.75%

SUMS2010-054 08/04/2014

	Rates	Fringes
CARPENTER (Form Work Only)	$ 12.00	0.00
CEMENT MASON/CONCRETE FINISHER	$ 11.54	1.63
HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck)	$ 14.55	0.00
INSTALLER - SIGN	$ 12.19	0.00
INSTALLER: Guardrail	$ 12.39	0.00
IRONWORKER, REINFORCING	$ 16.44	0.00
LABORER: Common or General, Including Asphalt Raking, Shoveling, Spreading	$ 10.34	0.00
LABORER: Flagger	$ 11.42	0.00
LABORER: Grade Checker	$ 14.82	0.00
LABORER: Luteman	$ 12.88	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.57	0.00
LABORER: Pipelayer	$ 14.50	0.00
LABORER: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper	$ 12.17	0.00
OPERATOR: Asphalt Spreader	$ 14.71	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 14.20	0.00

OPERATOR: Bobcat/Skid Steer/Skid Loader.....$ 11.86 0.00

OPERATOR: Broom/Sweeper.....$ 10.94 0.00

OPERATOR: Bulldozer.....$ 13.99 0.00

OPERATOR: Concrete Saw.....$ 13.93 0.00

OPERATOR: Crane.....$ 14.80 0.00

OPERATOR: Distributor.....$ 11.46 0.00

OPERATOR: Grader/Blade.....$ 16.09 0.00

OPERATOR: Loader.....$ 13.99 0.00

OPERATOR: Mechanic.....$ 13.00 0.00

OPERATOR: Milling Machine.....$ 16.96 0.00

OPERATOR: Oiler.....$ 12.22 0.00

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....$ 11.56 0.00

OPERATOR: Roller (All Types)....$ 12.17 0.00

OPERATOR: Scraper.....$ 14.00 0.00

OPERATOR: Tractor.....$ 12.00 0.00

SURVEYOR (Staking, Marking and Brush Clearing).....$ 11.56 0.00

TRUCK DRIVER: Flatbed Truck.....$ 14.72 0.00

TRUCK DRIVER: Lowboy Truck.....$ 14.18 0.00

TRUCK DRIVER: Mechanic.....$ 12.31 0.00

TRUCK DRIVER: Water Truck.....$ 17.08 0.00

TRUCK DRIVER: Dump Truck (All Types).....$ 11.58 0.00

TRUCK DRIVER: Semi/Trailer Truck.....$ 14.36 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is

like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, 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 the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (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 reprocurement 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/WHD/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 reprocurement 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 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).

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)
SHSA Cities:	
Pascagoula - Moss Point	16.9
Biloxi - Gulfport	19.2
Jackson	30.3
SMSA Counties:	
Desoto	32.3
Hancock, Harrison, Stone	19.2
Hinds, Rankin	30.3
Jackson	16.9
Non-SMSA Counties:	
George, Greene	26.4
Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Clay, Coahoma, Grenada, Itawamba, Lafayette, Lee, Leflore, Marshall, Monroe, Montgomery, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Washington, Webster, Yalobusha	26.5
Attala, Choctaw, Claiborne, Clarke, Copiah, Covington, Franklin, Holmes, Humphreys, Issaquena, Jasper, Jefferson, Jefferson Davis, Jones Kemper, Lauderdale, Lawrence, Leake, Lincoln, Lowndes, Madison, Neshoba, Newton, Noxubee, Oktibbeha, Scott, Sharkey, Simpson, Smith, Warren, Wayne, Winston, Yazoo	32.0
Forrest, Lamar, Marion, Pearl River, Perry, Pike, Walthall	27.7
Adams, Amite, Wilkinson	30.4

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 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 coplete 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 bidders 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 subsitute 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. 907-106-4 **CODE: (IS)**

DATE: 12/16/2025

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 was currently required for steel and iron products.

Articles, materials, or supplies will only be classified under one of the following categories: iron or steel products, construction materials, manufactured products, or excluded materials (as further described in subsection 907-700.01.1). An article, material, or supply shall not be considered to fall under multiple categories. The applicable classification of the article, material, or supply being permanently incorporated into a construction project will be based on the status at the time the article, material, or supply is brought to the project work site.

Any iron or steel products, construction materials, and manufactured products that are permanently incorporated into a construction project, shall be domestically manufactured and compliant with current requirements of the Act, including 2 CFR 184, 2 CFR 200.322, 0MB 24-02 Memo and related requirements therein, and with the current requirements within 23 CFR 635.410.

It is the prime Contractor's responsibility to ensure all submittals and/or certifications required by the above listed Buy America provisions are submitted to the Project Engineer prior to the article, material, or supply being incorporated into the work.

Buy America provisions do not apply to temporarily used articles, materials, or supplies 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.

The following categories, as described above, require Domestic Materials Self-Certification Form (as described within Subsection 907-700.01.2) on construction projects:

Iron or Steel Products
Construction Materials
Manufactured Products.

Buy America provisions do not apply to excluded materials.

A list of items that must comply with the above listed Buy America requirements and require Buy America Certificate of Conformance may be viewed at www.goMDOT.com under Business Center ➔ Engineering Standards/Guides/Manuals ➔ Construction Materials.

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 StandardSpecifications for Road and Bridge Construction is hereby amended as follows.

907-109.01--Measurement of Quantities. Delete the sixth full paragraph of Subsection 109.01on 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.

Properties	Test Value	Test Method
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 alkyd 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 (½") 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 ±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/m²/lx	Rumble Stripe mcd/m²/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

skips 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, Type	- per each
907-637-C:	Traffic Signal Conduit, Underground, Type, Size	- per linear foot
907-637-D:	Traffic Signal Conduit, Underground Drilled or Jacked, Type, Size	- per linear foot
907-637-E:	Traffic Signal Conduit, Structural Conduit, Type, Size	- per linear foot
907-637-F:	Traffic Signal Conduit, Aerial Supported, Type, No, Size	- per linear foot
907-637-G:	Traffic Signal Conduit, Underground Encased in Concrete, Type, Size	- per linear foot
907-637-H:	Traffic Signal Conduit Bank, Underground, Type, No., Size	- per linear foot
907-637-I:	Traffic Signal Conduit Bank, Underground Drilled or Jacked, Type, No., Size	- per linear foot
907-637-J:	Traffic Signal Conduit Bank, Structural Conduit, Type, No., Size	- per linear foot
907-637-K:	Traffic Signal Conduit Bank, Aerial Supported, Type, Size and Number	- per linear foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-700-2 **CODE: (IS)**

DATE: 10/01/2025

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.

Delete fourth, fifth, sixth, and seventh paragraph of Subsection 700.01 on page 713, and add the following.

907-700.01.1--Buy America Requirements.

Iron or Steel Products. Iron or steel or wire products (including prestressed cables and strands) are products that consist wholly or predominantly of iron or steel or a combination of both.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of the iron and steel components.

Iron or steel or wire products, as described above, that are permanently incorporated into a construction project must be produced domestically. All manufacturing processes for iron or steel or wire products, from the initial melting stage through the application of coatings, that are permanently incorporated into a construction project, must occur domestically. However, pig iron and processed, pelletized, and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for iron and/or steel and/or wire products. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Construction Materials. Construction materials are articles, materials, or supplies that consist of only one of the items listed (non-ferrous metals, plastic and polymer-based products, glass, fiber-optic cables (including drop cables), optical fibers, lumber, drywall, and engineered woods). Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material. All manufacturing processes for the listed construction materials, from the initial processes as described within 2 CFR 184.6 to the final processes as described within 2 CFR 184.6, that are permanently incorporated into a construction project, must occur domestically.

Manufactured Products. Manufactured products are articles, materials, or supplies that have been processed into a specific form or shape; or when combined with other articles, materials, or supplies create a product with different properties than the individual articles, materials, or supplies. An item that is classified as an iron or steel product, a construction material, or an excluded material is not a manufactured product. However, an article, material, or supply classified as a manufactured product

may include components that are iron or steel products, excluded materials, or other product categories as specified by law or in 2 CFR part 184. Mixtures of excluded materials delivered to a work site without final form for incorporation into a project are not a manufactured product. For construction projects obligated on or after October 1, 2025, the manufactured product must be manufactured domestically. For construction projects obligated on or after October 1, 2026, the manufactured product must be manufactured domestically and the cost of the components of the manufactured product that are mined, produced, or manufactured domestically is greater than 55 percent of the total cost of all components of the manufactured product.

Excluded Materials. Excluded materials, as listed in Section 70917(c) of the Build America, Buy America Act, are cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. However, an article, material, or supply classified as a manufactured product may include components that are iron or steel products, excluded materials, or other product categories as specified by law or in 2 CFR part 184. Mixtures of excluded materials delivered to a work site without final form for incorporation into a project are not a manufactured product.

Domestically shall be understood to mean all States of the United States, District of Columbia, Puerto Rico, American Samoa, Guam, and Virgin Islands and any other place subject to the jurisdiction of the United States.

907-700.01.2—Certificate of Compliance Requirements. Prior to incorporation into the work, the Contractor shall furnish the Project Engineer with a Domestic Materials Self-Certification Form documenting conformance to the requirements of Subsection 907-106.14. Attached hereto is the Domestic Materials Self-Certification Form that shall be furnished by the Contractor to the Project Engineer.

Domestic Materials
Self-Certification Form

This certification is for a manufacturer/supplier to certify the below articles, materials, or supplies are in compliance with the applicable domestic material content procurement preferences found in the Buy America Act requirements (23 CFR 635.410) and the Build America, Buy America Act (BABA) requirements (2 CFR part 184). The individual completing this form takes full responsibility for the information included in the form. State agencies have the authority to request additional details related to the information provided in the form. All forms shall be submitted via AASHTO DataMine for delivery to authorized governmental users through the Industry Document Repository. The manufacturer/supplier is required to include updates to process changes within 10 days of the change occurring via uploading a revised form into DataMine.

PART 1: COMPANY CONTACT INFORMATION

Company/Producer/Manufacturer Name:

Supplier Representative Name:

Contact Email Address: Contact Phone Number:

Date Form is Being Submitted: mm/dd/yyyy

PART 2: DETAILS OF THE ARTICLE, MATERIAL, OR SUPPLY:

Using Table 1 below, provide the classification of the article, material, or supply as one of the following: (1) iron or steel product; (2) construction material (3) manufactured product; or (4) excluded materials including Section 70917(c) materials.

Classification	
Producer of the Article, Material, or Supply:	
Product/Model/Part/Material:	
Manufacturing Address:	
Manufacturing City:	
Manufacturing State:	
Manufacturing Zip Code:	
DataMine # (if applicable):	
Federal/State/Local Project number(s):	
Pay Code Number (PCN):	**Pay Item Number**
Project Item code:	**Line Item Number**
Project Item Description:	**Pay Item Description**
Quantity Certified:	

TABLE 1: Material Classifications

(1) Iron or Steel Product	
Wholly or predominantly Iron or Steel, or a combination of both (23 CFR 635.410(b)(1)(ii))	Certification requires predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.
(2) Construction Material	
Non-Ferrous Metals (2 CFR 184.6(a)(1))	Certification requires all manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
Plastic and Polymer based products (including polyvinyl chloride, composite building materials, and polymers used in fiber optic cables) (2 CFR 184.6(a)(2))	Certification requires all manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
Glass (including optic glass) (2 CFR 184.6(a)(3))	Certification requires all manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
Fiber Optic Cable (including drop cable) (2 CFR 184.6(a)(4))	Certification requires all manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacking, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastics and polymer-based products, or any others.
Optical Fiber (2 CFR 184.6(a)(5))	Certification requires all manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States
Lumber (2 CFR 184.6(a)(6))	Certification requires all manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
Drywall (2 CFR 184.6(a)(7))	Certification requires all manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
Engineered Wood (2 CFR 184.6(a)(8))	Certification requires all manufacturing processes, from initial combination of constituent materials until the wood product is in its final form, occurred in the United States.
(3) Manufactured Product	
Manufactured Products other than Precast Concrete Products and Intelligent Transportation Systems and Other Electronic Hardware Systems Installed on the Highway ROW or Other Real Property (23 CFR 635.410(c)(1)(vii)) and 23 CFR 635.410(c)(1)(iv)	• Certification requires for projects obligated before October 1, 2025, no certification is required (excludes EV chargers). • Certification requires for projects obligated on or after October 1, 2025, certification requires the final manufacturing process occurred in the United States (excludes EV chargers). • Certification requires for projects obligated on or after October 1, 2026, and all EV chargers , certification requires the final manufacturing process occurred in the United States and the cost of the components that are mined,

	produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.
Precast Concrete Products (23 CFR 635.410(c)(2)(i))	Classified as a manufactured product must comply with both the wholly or predominantly iron or steel or a combination of both product and manufactured product certification requirements as stated above.
Intelligent Transportation Systems and Other Electronic Hardware Systems Installed on the Highway ROW or Other Real Property (23 CFR 635.410(c)(2)(ii))	Classified as a manufactured product must comply with both the wholly or predominantly iron or steel or a combination of both product certification requirements for any iron or steel enclosures as well as the manufacturing certification requirements as stated above.
(4) Excluded Materials	
Excluded Materials Including Section 70917(c) Materials (23 CFR 635.410(c)(1)(ii))	No certification is required for excluded materials including Section 70917(c) materials. Section 70917(c) materials means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

PART 3: DECLARATION OF SUBMITTAL

Do the articles, materials, or supplies submitted in this form comply with applicable domestic materials content procurement preferences found in the Buy America Act requirements (23 CFR 635.410) and the Build America, Buy America Act requirements (2 CFR part 184) (Y/N)? _____

PART 4: CERTIFICATION (Read and check all boxes before signing)
Note: State Departments of Transportation may have different language requirements for this section.

☐ I certify that the description above is a true and accurate description of the article, material, or supply provided, and that the undersigned is in a position to legally bind the Company/Organization represented in this form.

☐ I certify that the iron or steel product, construction material, or manufactured product complies with the applicable Buy America or BABA requirements.

Signature: Date: mm/dd/yyyy

Printed Name:
Title:
Company/Organization:
Company/Organization address:

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 (C_3A) 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

	LD-7		CHPF-1		
Test Requirements	**Min.**	**Max.**	**Min.**	**Max.**	**Test Method**
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 ±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 ±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	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	ASTM D 4595

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 Supsec

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/ft^2)
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 overlaminate 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	Concrete
Bulk Specific Gravity	Water Content
Moisture	Slump or Slump Flow
Gradation	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.

$$\overline{X} \geq f'_{cr}$$

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 ±¾ 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.

Aggregates	Concrete
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 10ºF 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	Monthly	
a. Tared	Daily	
b. Calibrate	Every 6 months	
c. Check Calibration	Weekly	
3. Gauges & Meters - Plant & Truck		
a. Calibrate	Every 6 months	
b. Check Calibration	Weekly	
4. Admixture Dispenser		
a. Calibrate	Every 6 months	
b. Check Operation & Calibration	Daily	
B. AGGREGATES		
1. Sampling		T 2
2. Fine Aggregate		
a. Gradation / FM	250 yd^3 concrete	T 27
b. Moisture	Check meter against test results weekly	T 255
c. Specific Gravity / Absorption	2500 yd^3 concrete	T 84
3. Coarse Aggregates		
a. Gradation	250 yd^3 concrete	T 27
b. Moisture	Minimum of once daily or more as needed to control production. Check meter against test results weekly.	T 255
c. 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
C. PLASTIC CONCRETE		
1. Sampling		R 60
2. Air Content	First load then one per 50 yd^3	T 152* or T 196*
3. Slump or Flow*	First load then one per 50 yd^3	T 119* or C 1611*
4. Static Segregation*	2500 yd^3 Concrete	C 1610*
5. Density (Unit Weight)	100 yd^3 or when cylinders are made	T 121
6. Compressive Strength	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.	T 22*, T 23*, T 231
7. Yield	Each 400 yd^3 Concrete	T 121*
8. 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 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.

Section	Description
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	Monthly	
2. Scales		
a. Tared	Daily	
b. Calibrate	Every 6 months	
c. Check Calibration	Weekly	
3. Gauges & Meters - Plant & Truck		
a. Calibrate	Every 6 months	
b. Check Calibration	Weekly	
4. Admixture Dispenser		
a. Calibrate	Every 6 months	
b. Check Operation & Calibration	Daily	
B. AGGREGATES		
1. Sampling		R 76
2. Fine Aggregate		
a. Gradation / FM	250 yd^3 concrete	T 27
b. Moisture	Check meter against test results weekly	T 255
c. Specific Gravity / Absorption	2500 yd^3 concrete	T 84
3. Coarse Aggregates		
a. Gradation	250 yd^3 concrete	T 27
b. Moisture	Minimum of once daily or more as needed to control production. Check meter against test results weekly.	T 255
c. 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
C. PLASTIC CONCRETE		
1. Sampling		R 60
2. Air Content	First load then one per 50 yd^3	T 152 or T 196
3. Slump	First load then one per 50 yd^3	T 119
4. Unit weight	100 yd^3 or when cylinders are made	T 121
5. Compressive Strength	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.	R 100, T 22, T 231
6. Yield	Each 400 yd^3 concrete	T 121
7. Temperature	With each sample	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 (±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 (±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.

Form CSD-612LPA
Rev. 1/2021

PROGRESS SCHEDULE

PROJECT NUMBER STP-7194-00(004)LPA/109375-701000

COUNTY Forrest

WORK PHASE NO.	DESCRIPTION	LINE NUMBERS	YEAR 2025 JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV	DEC	YEAR 2026 JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV	DEC	
1	Miscellaneous	10-70, 100-140, 340-410, 480														0						90					
2	Excavation and Drainage	80, 90, 190-260															11		23								
3	Base and Pavement																										
4	Pedestrian Facilities	150-180, 270-310																24				77					
5	Traffic Safety	320, 330																			78	80					
6	Pavement Markings	420																			81	81					
7	Bridges/Retaining Walls																										
	Add Option #1																										
5	Traffic Safety	430-490																			91			115			
	LET:	10/31/25																									
	Anticipated NOA:	01/01/26																									
	Anticipated NTP/BCT:	03/01/26																									
	Working Days:	90 (Base)																									
MONTH			JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV	DEC	172 WORKING
ANTICIPATED WORKING DAYS PER MONTH			6	7	11	15	19	20	21	21	20	16	11	5	6	7	11	15	19	20	21	21	20	16	11	5	DAYS PER YEAR

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.

S E C T I O N 9 0 5 - P R O P O S A L

Date May 7, 2026

TO: City of Hattiesburg
Hattiesburg, Mississippi

Sirs: The following proposal is made on behalf of R & J Construction, Inc.
_____ of Laurel, Mississippi
_____
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 _____ City of Hattiesburg, Hattiesburg, 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 City of Hattiesburg located at Hattiesburg, Mississippi 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 Owner. This signature does not cure deficiencies in any required certifications, disclosures and/or affidavits. I (We) also acknowledge the right of the owner to require full and final execution on any certification, disclosure or affidavit contained in the proposal at the owner's 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: 0
(Must agree with total addenda issued prior to opening of bids)

Respectfully submitted,

DATE: May 7, 2026
May 7, 2026

R & J Construction, Inc.
R & J Construction, Inc. Contractor

BY: William Jeremy Kramer

TITLE: Project Manager
Project Manager

ADDRESS: P.O. Box 6

CITY: Laurel P.O. Box 6

PHONE: 601-426-1042

FAX: 601-426-1042

EMAIL: info@randjconst.com

info@randjconst.com

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	$5,000.00
20	202-B073	230	SY	Removal of Concrete Pavement, All Depths	$32.13	$7,389.90
30	202-B080	5	SY	Removal of Concrete Sidewalk	$9.00	$45.00
40	202-B089	450	LF	Removal of Curb &/or Curb and Gutter, All Types	$6.60	$2,970.00
50	202-B090	3	EA	Removal of Curb Inlet	$500.00	$1,500.00
60	202-B129	3	EA	Removal of Flared End Section, All Sizes	$200.00	$600.00
70	202-B240	280	LF	Removal of Traffic Stripe	$6.60	$1,848.00
80	202-B244	13	EA	Removal of Trees	$1,500.00	$19,500.00
90	203-EX020	1,400	CY	Borrow Excavation, AH, FME, Class B9	$40.50	$56,700.00
100	203-G001	200	CY	Excess Excavation, FM, AH	$25.30	$5,060.00
110	211-B001	170	CY	Topsoil for Slope Treatment, Contractor Furnished	$25.00	$4,250.00
120	216-B002	1,550	SY	Solid Sodding, Centipede	$10.00	$15,500.00
130	219-A001	310	KGAL	Watering	20.00	$6,200.00
140	907-234-A001	1,150	LF	Temporary Silt Fence	$5.00	$5,750.00
150	246-B002	200	LF	Rockbags	$8.63	$1,726.00
160	304-G001	12	CY	Size 3/4" and Down Crushed Stone Base, AEA	$0	$0
				OR		
170	304-G002	12	CY	Size 610 Crushed Stone Base, AEA	$232.00	$2,784.00
				OR		
180	304-G003	12	CY	Size 825B Crushed Stone Base, AEA	$0	$0
190	907-417-A001	160	SY	Polymer Cement Surface System	$167.20	$26,752.00

200	601-B001	13	CY	Class "B" Structural Concrete, Minor Structures	$1,671.00	$21,723.00
210	602-A001	920	LBS	Reinforcing Steel	$2.50	$2,300.00
220	603-CA012	40	LF	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	$159.18	$6,367.20
230	603-CA056	16	LF	36" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	$343.11	$5,489.76
240	603-CB003	2	EA	18" Reinforced Concrete End Section	$775.00	$1,550.00
250	603-CB006	1	EA	36" Reinforced Concrete End Section	$1,375.00	$1,375.00
260	604-A001	464	LBS	Castings	$5.00	$2,320.00
270	604-B001	180	LBS	Gratings	$5.00	$900.00
280	608-A001	1,100	SY	Concrete Sidewalk, Without Reinforcement	$75.79	$83,369.00
290	907-608-C001	224	SF	Detectable Warning Panels	$51.83	$11,609.92
300	907-608-D001	22	SY	Colored Concrete Sidewalk Scoring Pattern	$133.66	$2,940.52
310	907-608-D002	192	SF	Stamped and Colored Concrete Sidewalk Brick Pattern	$16.34	$3,137.28
320	907-608-D002	1,365	SF	Stamped and Colored Concrete Sidewalk Brick Pattern, Driveway	$16.17	$22,072.05
330	609-B002	125	LF	Concrete Curb, Header	$45.47	$5,683.75
340	609-D002	205	LF	Combination Concrete Curb and Gutter Type 1 Modified	$52.11	$10,682.55
350	613-D009	2	EA	Adjustment of Utility Appurtenance Fire Hydrant	$2,829.11	$5,658.22
360	613-D009	4	EA	Adjustment of Utility Appurtenance Fiber Box	$1,677.50	$6,710.00
370	613-D010	2	EA	Adjustment of Water Meter	$1,432.68	$2,865.36
380	613-D011	2	EA	Adjustment of Water Valve	$274.43	$548.86
390	614-B003	65	SY	Concrete Driveway, With Reinforcement, 6-inch Thickness	$126.78	$8,240.70
400	907-618-A001	1	LS	Maintenance of Traffic	XXXXX	$19,120.00
410	618-B001	1	SF	Additional Construction Signs	10.00	$10.00
420	620-A001	1	LS	Mobilization	XXXXX	$92,605.00
430	907-626-E006	160	LF	6" Thermoplastic Traffic Stripe, Continuous Yellow	$5.50	$880.00
440	907-626-H010	780	LF	Thermoplastic Legend, White	$6.60	$5,148.00
450	907-630-O002	4	EA	Remove and Reset Sign, 1 U-post	$440.00	$1,760.00
510	699-A001	1	LS	Roadway Construction Stakes	XXXXX	$8,550.00
					Total Base Bid Amount	$497,191.07

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"	$16.50	$825.00
470	682-A039	1,125	LF	Underground Branch Circuit, AWG 8, 3 Conductor	$15.40	$17,325.00
480	682-B037	100	LF	Underground Branch Circuit, Jacked or Bored, AWG 8, 3 Conductor	$71.50	$7,150.00
490	682-F001	1	EA	Secondary Power Controller	$21,175.00	$21,175.00
500	907-684-PP001	42	CY	Pole Foundation, Per Plans	$1,595.00	$66,990.00
520	L00016 - 683-B500	17	EA	Lighting Assembly, Low Mast, LED, TYPE 15-1-0-96	$7,975.00	$135,575.00
					Total Add Option No. 1 Amount	$249,040.00

Total Base Bid $ $497,191.07

Total Add Option No. 1 $ $249,040.00

Total Bid $ $746,231.07

1. I/We agree that no less than 0% **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.

William Lee Thornton

BIDDER'S SIGNATURE

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
R & J Construction, Inc.
P.O. Box 6
Laurel, MS 39441

SURETY:
(Name, legal status and principal place of business)
U.S. Specialty Insurance Company
13403 Northwest Freeway
Houston, TX 77040-6094

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

BOND AMOUNT: Five Percent (5%) of the Bid Amount-------

PROJECT:
(Name, location or address, and Project number, if any)
4th Street Improvements Phase IV

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of May , 2026

R & J Construction Inc. CORPORATE SEAL 2002 Laurel, Mississippi

Scott Fulkerson
(Witness)

R & J Construction, Inc.
(Contractor as Principal) *(Seal)*
William Lee Sherman
(Title) PROJECT MANAGER

Ginger Lothrop
(Witness)

U.S. Specialty Insurance Company
(Surety) *(Seal)*
Kim B. Barhum
(Title) **Kimberly B. Barhum, Attorney-In-Fact**

U.S. Specialty Insurance Company

U.S. Specialty Insurance Company

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TOKIO MARINE HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, U.S. SPECIALTY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint,

KIMBERLY B. BARHUM

its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety regarding bond number BB2027267, providing the bond penalty does not exceed ********* UNLIMITED ********* Dollars (***UNLIMITED ***). Said appointment is made under and by authority of the following resolutions of the Board of Directors of U. S. Specialty Insurance Company:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." Adopted by unanimous written consent in lieu of meeting on September 1st, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, U.S. Specialty Insurance Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 20th day of November, 2024.

U.S. Specialty Insurance Company — TEXAS

U.S. SPECIALTY INSURANCE COMPANY

By: _____

Adam S. Pessin, Senior Vice President

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

State of California
County of Los Angeles

On this 20th day of November, 2024, before me, D. Littlefield, a notary public, personally appeared Adam S. Pessin, Senior Vice President of U.S. Specialty Insurance Company, who proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (seal)

D. LITTLEFIELD
Notary Public - California
Los Angeles County
Commission # 2478570
My Comm. Expires Jan 31, 2028

I, Kio Lo, Assistant Secretary of U.S. Specialty Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 7th day of May, 2026.

Bond No. BB2027267
Agency No. 17035

U.S. Specialty Insurance Company — TEXAS

Kio Lo, Assistant Secretary

Visit tmhcc.com/surety for more information

HCCSOZZPOAUSSIC07/2025

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 X, proposed Subcontractor ____, hereby certifies that he has X, 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 X, 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.

R & J Construction
(COMPANY)

BY _____

Project Manager
(TITLE)

DATE: May 7, 2026

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, William Trae Shoemake,
(Name of person signing affidavit)

individually, and in my capacity as Project Manager of
(Title)

R & J Construction, Inc. 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 _____

R & Construction, Inc., Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. STP-7194-00(004)LPA/109379/701000,

in Forrest 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 May 7, 2026

Signature

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

NON-COLLUSION AFFIDAVIT
(Execute in duplicate)

I, William Trae Shoemake,
(Name of person signing affidavit)

individually, and in my capacity as Project Manager of
(Title)

R & J Construction, Inc. 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

R & J Construction, Inc., Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. STP-7194-00(004)LPA/109376/701000,

in Forrest 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 May 7, 2026

Signature

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. _____.

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

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:_____ MS Insurance ID # _____
Name: _____
Title: _____
Address: _____
_____

SURETY (if applicable)
Company: _____

Signature:_____ MS Insurance ID # _____
Name: _____
Title: _____
Address: _____
_____

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.		
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

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).

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 (Yes / No)

I (We) have a SAM Unique Entity ID. Yes (Yes / No)

SAM Unique Entity ID: DJCEBCRACE65

Company Name: R & J Construction, Inc.

Company e-mail address: info@randjconst.com

(3/2022F)

RJM McQueen Contracting, Inc
80 Ramsey McQueen RD
Collins, MS 39428
Certificate of Responsibility # 03-275MC

City of Hattiesburg
City Clerk's Office
200 Forrest Street
Hattiesburg, MS 39401

SEALED BID FOR:

STP-7194-00(004)LPA

Fourth Street Improvements – Phase IV

FORREST COUNTY MISSISSIPPI

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

GEOFFREY PAUL CROSS
LICENSED PROFESSIONAL ENGINEER
19984
STATE OF MISSISSIPPI
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
#5570:	Special Provisions Related to Concrete
#5866 LPA:	Payroll Requirements
#6000 LPA:	Requirements for Traffic Control Personnel
#6195:	Retroreflectivity Requirements
#7011:	Contract Time
#7200:	Specialty Items
#7578:	Obligation Date
#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
907-104-2:	Minor Alterations to the Contract
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907-106-4:	Control of Materials

907-108-4:	Subletting of Contract
907-108-6:	Default and Termination of Contract
907-109-5:	Measurement and Payment
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907-700-2:	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
907-714-4:	Miscellaneous Materials
907-718-1:	Timber and Dimension Lumber
907-720-4:	Acceptance Procedure for Glass Beads
907-721-4:	Materials for Signing
907-799-1:	Hydraulic Cement Concrete Mixtures w/ Supplement
907-804-13:	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

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, **May 7**, 2026 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.hattiesburgmsbids.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.hattiesburgmsbids.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:

April 5, 2026
April 12, 2026

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, Mississsippi)*, 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.

Brad White
Executive Director
Jeff Ely, P.E.
Chief of Staff

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Earl Glenn, Jr., P.E.
Deputy Executive Director/Chief Engineer
Lisa M. Hancock, CPA
Deputy Executive Director/Administration

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.

P. O. Box 1850 • Jackson, MS 39215-1850
Telephone (601) 359-7249 • FAX (601) 359-7050 • GoMDOT.com

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	
	X	(1) The LPA certifies that all project activities will take place on existing ROW and no ROW was acquired.
X		(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.
X		(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.
X		(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.
X		(5) The LPA certifies that the project right of way does not contain structures that required asbestos abatement.
	X	(6) The LPA certifies that there are no utilities in conflict with the project.
X		(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

Mary E Bergin
Signature

8/1/2025
Date

Sheffield, Jason
District Utility Coordinator Concurrence

Jason Sheffield
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

Mary E Bergin

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/Tenent	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
Mlssissippi 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 relcoated by the utility owner prior to notice to proceed to construction

Bergin, Mary
Project Director

Mary E Bergin
Signature

8/1/2025
Date

District Utility Coordinator Concurrence:

Jeseon Sheffield
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 a 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

Page	Subsection	Change
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 "AASHTO" to "AASHTO's LRFD".
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.

DEPARTMENT OF REVENUE
STATE OF MISSISSIPPI

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.

This fact sheet is intended to help you become more familiar with Mississippi tax laws and your rights and responsibilities under the laws. Nothing in this fact sheet supersedes, alters, or otherwise changes any provisions of the tax law, regulations, court decisions, or notices.

Revised March 2017

Petroleum Tax Bureau
P. O. Box 1033
Jackson, MS 39215-1033
Phone: (601) 923-7150

DEPARTMENT OF REVENUE
STATE OF MISSISSIPPI

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.

This fact sheet is intended to help you become more familiar with Mississippi tax laws and your rights and responsibilities under the laws. Nothing in this fact sheet supersedes, alters, or otherwise changes any provisions of the tax law, regulations, court decisions, or notices.

Revised March 2017

Petroleum Tax Bureau
P. O. Box 1033
Jackson, MS 39215-1033
Phone: (601) 923-7150

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

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/m^2/lx is hereby revised to 225 mcd/m^2/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

Pay Item	Description
699-A001	Roadway Construction Stakes

Category: Concrete

Pay Item	Description
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

Pay Item	Description
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. 7578 **CODE: (IS)**

DATE: 12/16/2025

SUBJECT: Obligation Date

With respect to the obligation date referenced in Special Provision No. 907-700-2 (Materials and Tests), bidders are advised that this project will be obligated on or after October 1, 2025, and before October 1, 2026.

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:

Minimum allowable density = specified minimum density - 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: MS20260131 01/23/2026

Superseded General Decision Number: MS20250131

State: Mississippi

Construction Type: Highway

County: Forrest County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/02/2026
1	01/23/2026

* ELEC0903-006 12/01/2025

	Rates	Fringes
ELECTRICIAN	$ 32.90	7.89+9.75%

SUMS2010-054 08/04/2014

	Rates	Fringes
CARPENTER (Form Work Only)	$ 12.00	0.00
CEMENT MASON/CONCRETE FINISHER	$ 11.54	1.63
HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck)	$ 14.55	0.00
INSTALLER - SIGN	$ 12.19	0.00
INSTALLER: Guardrail	$ 12.39	0.00
IRONWORKER, REINFORCING	$ 16.44	0.00
LABORER: Common or General, Including Asphalt Raking, Shoveling, Spreading	$ 10.34	0.00
LABORER: Flagger	$ 11.42	0.00
LABORER: Grade Checker	$ 14.82	0.00
LABORER: Luteman	$ 12.88	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.57	0.00
LABORER: Pipelayer	$ 14.50	0.00
LABORER: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper	$ 12.17	0.00
OPERATOR: Asphalt Spreader	$ 14.71	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 14.20	0.00

OPERATOR: Bobcat/Skid Steer/Skid Loader.....$ 11.86 0.00

OPERATOR: Broom/Sweeper.....$ 10.94 0.00

OPERATOR: Bulldozer.....$ 13.99 0.00

OPERATOR: Concrete Saw.....$ 13.93 0.00

OPERATOR: Crane.....$ 14.80 0.00

OPERATOR: Distributor.....$ 11.46 0.00

OPERATOR: Grader/Blade.....$ 16.09 0.00

OPERATOR: Loader.....$ 13.99 0.00

OPERATOR: Mechanic.....$ 13.00 0.00

OPERATOR: Milling Machine.....$ 16.96 0.00

OPERATOR: Oiler.....$ 12.22 0.00

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....$ 11.56 0.00

OPERATOR: Roller (All Types)....$ 12.17 0.00

OPERATOR: Scraper.....$ 14.00 0.00

OPERATOR: Tractor.....$ 12.00 0.00

SURVEYOR (Staking, Marking and Brush Clearing).....$ 11.56 0.00

TRUCK DRIVER: Flatbed Truck.....$ 14.72 0.00

TRUCK DRIVER: Lowboy Truck.....$ 14.18 0.00

TRUCK DRIVER: Mechanic.....$ 12.31 0.00

TRUCK DRIVER: Water Truck.....$ 17.08 0.00

TRUCK DRIVER: Dump Truck (All Types).....$ 11.58 0.00

TRUCK DRIVER: Semi/Trailer Truck.....$ 14.36 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is

like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, 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 the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (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 reprocurement 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/WHD/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 reprocurement 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 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).

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)
SHSA Cities:	
Pascagoula - Moss Point	16.9
Biloxi - Gulfport	19.2
Jackson	30.3
SMSA Counties:	
Desoto	32.3
Hancock, Harrison, Stone	19.2
Hinds, Rankin	30.3
Jackson	16.9
Non-SMSA Counties:	
George, Greene	26.4
Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Clay, Coahoma, Grenada, Itawamba, Lafayette, Lee, Leflore, Marshall, Monroe, Montgomery, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Washington, Webster, Yalobusha	26.5
Attala, Choctaw, Claiborne, Clarke, Copiah, Covington, Franklin, Holmes, Humphreys, Issaquena, Jasper, Jefferson, Jefferson Davis, Jones Kemper, Lauderdale, Lawrence, Leake, Lincoln, Lowndes, Madison, Neshoba, Newton, Noxubee, Oktibbeha, Scott, Sharkey, Simpson, Smith, Warren, Wayne, Winston, Yazoo	32.0
Forrest, Lamar, Marion, Pearl River, Perry, Pike, Walthall	27.7
Adams, Amite, Wilkinson	30.4

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 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 coplete 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 bidders 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 subsitute 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. 907-106-4 **CODE: (IS)**

DATE: 12/16/2025

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 was currently required for steel and iron products.

Articles, materials, or supplies will only be classified under one of the following categories: iron or steel products, construction materials, manufactured products, or excluded materials (as further described in subsection 907-700.01.1). An article, material, or supply shall not be considered to fall under multiple categories. The applicable classification of the article, material, or supply being permanently incorporated into a construction project will be based on the status at the time the article, material, or supply is brought to the project work site.

Any iron or steel products, construction materials, and manufactured products that are permanently incorporated into a construction project, shall be domestically manufactured and compliant with current requirements of the Act, including 2 CFR 184, 2 CFR 200.322, 0MB 24-02 Memo and related requirements therein, and with the current requirements within 23 CFR 635.410.

It is the prime Contractor's responsibility to ensure all submittals and/or certifications required by the above listed Buy America provisions are submitted to the Project Engineer prior to the article, material, or supply being incorporated into the work.

Buy America provisions do not apply to temporarily used articles, materials, or supplies 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.

The following categories, as described above, require Domestic Materials Self-Certification Form (as described within Subsection 907-700.01.2) on construction projects:

Iron or Steel Products
Construction Materials
Manufactured Products.

Buy America provisions do not apply to excluded materials.

A list of items that must comply with the above listed Buy America requirements and require Buy America Certificate of Conformance may be viewed at www.goMDOT.com under Business Center ➔ Engineering Standards/Guides/Manuals ➔ Construction Materials.

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 StandardSpecifications for Road and Bridge Construction is hereby amended as follows.

907-109.01--Measurement of Quantities. Delete the sixth full paragraph of Subsection 109.01on 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.

Properties	Test Value	Test Method
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 alkyd 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 (½") 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 ±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/m²/lx	Rumble Stripe mcd/m²/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

skips 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, Type	- per each
907-637-C:	Traffic Signal Conduit, Underground, Type, Size	- per linear foot
907-637-D:	Traffic Signal Conduit, Underground Drilled or Jacked, Type, Size	- per linear foot
907-637-E:	Traffic Signal Conduit, Structural Conduit, Type, Size	- per linear foot
907-637-F:	Traffic Signal Conduit, Aerial Supported, Type, No, Size	- per linear foot
907-637-G:	Traffic Signal Conduit, Underground Encased in Concrete, Type, Size	- per linear foot
907-637-H:	Traffic Signal Conduit Bank, Underground, Type, No., Size	- per linear foot
907-637-I:	Traffic Signal Conduit Bank, Underground Drilled or Jacked, Type, No., Size	- per linear foot
907-637-J:	Traffic Signal Conduit Bank, Structural Conduit, Type, No., Size	- per linear foot
907-637-K:	Traffic Signal Conduit Bank, Aerial Supported, Type, Size and Number	- per linear foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-700-2 **CODE: (IS)**

DATE: 10/01/2025

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.

Delete fourth, fifth, sixth, and seventh paragraph of Subsection 700.01 on page 713, and add the following.

907-700.01.1--Buy America Requirements.

Iron or Steel Products. Iron or steel or wire products (including prestressed cables and strands) are products that consist wholly or predominantly of iron or steel or a combination of both.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of the iron and steel components.

Iron or steel or wire products, as described above, that are permanently incorporated into a construction project must be produced domestically. All manufacturing processes for iron or steel or wire products, from the initial melting stage through the application of coatings, that are permanently incorporated into a construction project, must occur domestically. However, pig iron and processed, pelletized, and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for iron and/or steel and/or wire products. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Construction Materials. Construction materials are articles, materials, or supplies that consist of only one of the items listed (non-ferrous metals, plastic and polymer-based products, glass, fiber-optic cables (including drop cables), optical fibers, lumber, drywall, and engineered woods). Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material. All manufacturing processes for the listed construction materials, from the initial processes as described within 2 CFR 184.6 to the final processes as described within 2 CFR 184.6, that are permanently incorporated into a construction project, must occur domestically.

Manufactured Products. Manufactured products are articles, materials, or supplies that have been processed into a specific form or shape; or when combined with other articles, materials, or supplies create a product with different properties than the individual articles, materials, or supplies. An item that is classified as an iron or steel product, a construction material, or an excluded material is not a manufactured product. However, an article, material, or supply classified as a manufactured product

may include components that are iron or steel products, excluded materials, or other product categories as specified by law or in 2 CFR part 184. Mixtures of excluded materials delivered to a work site without final form for incorporation into a project are not a manufactured product. For construction projects obligated on or after October 1, 2025, the manufactured product must be manufactured domestically. For construction projects obligated on or after October 1, 2026, the manufactured product must be manufactured domestically and the cost of the components of the manufactured product that are mined, produced, or manufactured domestically is greater than 55 percent of the total cost of all components of the manufactured product.

Excluded Materials. Excluded materials, as listed in Section 70917(c) of the Build America, Buy America Act, are cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. However, an article, material, or supply classified as a manufactured product may include components that are iron or steel products, excluded materials, or other product categories as specified by law or in 2 CFR part 184. Mixtures of excluded materials delivered to a work site without final form for incorporation into a project are not a manufactured product.

Domestically shall be understood to mean all States of the United States, District of Columbia, Puerto Rico, American Samoa, Guam, and Virgin Islands and any other place subject to the jurisdiction of the United States.

907-700.01.2—Certificate of Compliance Requirements. Prior to incorporation into the work, the Contractor shall furnish the Project Engineer with a Domestic Materials Self-Certification Form documenting conformance to the requirements of Subsection 907-106.14. Attached hereto is the Domestic Materials Self-Certification Form that shall be furnished by the Contractor to the Project Engineer.

Domestic Materials
Self-Certification Form

This certification is for a manufacturer/supplier to certify the below articles, materials, or supplies are in compliance with the applicable domestic material content procurement preferences found in the Buy America Act requirements (23 CFR 635.410) and the Build America, Buy America Act (BABA) requirements (2 CFR part 184). The individual completing this form takes full responsibility for the information included in the form. State agencies have the authority to request additional details related to the information provided in the form. All forms shall be submitted via AASHTO DataMine for delivery to authorized governmental users through the Industry Document Repository. The manufacturer/supplier is required to include updates to process changes within 10 days of the change occurring via uploading a revised form into DataMine.

PART 1: COMPANY CONTACT INFORMATION

Company/Producer/Manufacturer Name:

Supplier Representative Name:

Contact Email Address: Contact Phone Number:

Date Form is Being Submitted: mm/dd/yyyy

PART 2: DETAILS OF THE ARTICLE, MATERIAL, OR SUPPLY:

Using Table 1 below, provide the classification of the article, material, or supply as one of the following: (1) iron or steel product; (2) construction material (3) manufactured product; or (4) excluded materials including Section 70917(c) materials.

Classification	
Producer of the Article, Material, or Supply:	
Product/Model/Part/Material:	
Manufacturing Address:	
Manufacturing City:	
Manufacturing State:	
Manufacturing Zip Code:	
DataMine # (if applicable):	
Federal/State/Local Project number(s):	
Pay Code Number (PCN):	**Pay Item Number**
Project Item code:	**Line Item Number**
Project Item Description:	**Pay Item Description**
Quantity Certified:	

TABLE 1: Material Classifications

(1) Iron or Steel Product	
Wholly or predominantly Iron or Steel, or a combination of both (23 CFR 635.410(b)(1)(ii))	Certification requires predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.
(2) Construction Material	
Non-Ferrous Metals (2 CFR 184.6(a)(1))	Certification requires all manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
Plastic and Polymer based products (including polyvinyl chloride, composite building materials, and polymers used in fiber optic cables) (2 CFR 184.6(a)(2))	Certification requires all manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
Glass (including optic glass) (2 CFR 184.6(a)(3))	Certification requires all manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
Fiber Optic Cable (including drop cable) (2 CFR 184.6(a)(4))	Certification requires all manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacking, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastics and polymer-based products, or any others.
Optical Fiber (2 CFR 184.6(a)(5))	Certification requires all manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States
Lumber (2 CFR 184.6(a)(6))	Certification requires all manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
Drywall (2 CFR 184.6(a)(7))	Certification requires all manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
Engineered Wood (2 CFR 184.6(a)(8))	Certification requires all manufacturing processes, from initial combination of constituent materials until the wood product is in its final form, occurred in the United States.
(3) Manufactured Product	
Manufactured Products other than Precast Concrete Products and Intelligent Transportation Systems and Other Electronic Hardware Systems Installed on the Highway ROW or Other Real Property (23 CFR 635.410(c)(1)(vii)) and 23 CFR 635.410(c)(1)(iv)	• Certification requires for projects obligated before October 1, 2025, no certification is required (excludes EV chargers). • Certification requires for projects obligated on or after October 1, 2025, certification requires the final manufacturing process occurred in the United States (excludes EV chargers). • Certification requires for projects obligated on or after October 1, 2026, and all EV chargers , certification requires the final manufacturing process occurred in the United States and the cost of the components that are mined,

	produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.
Precast Concrete Products (23 CFR 635.410(c)(2)(i))	Classified as a manufactured product must comply with both the wholly or predominantly iron or steel or a combination of both product and manufactured product certification requirements as stated above.
Intelligent Transportation Systems and Other Electronic Hardware Systems Installed on the Highway ROW or Other Real Property (23 CFR 635.410(c)(2)(ii))	Classified as a manufactured product must comply with both the wholly or predominantly iron or steel or a combination of both product certification requirements for any iron or steel enclosures as well as the manufacturing certification requirements as stated above.
(4) Excluded Materials	
Excluded Materials Including Section 70917(c) Materials (23 CFR 635.410(c)(1)(ii))	No certification is required for excluded materials including Section 70917(c) materials. Section 70917(c) materials means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

PART 3: DECLARATION OF SUBMITTAL

Do the articles, materials, or supplies submitted in this form comply with applicable domestic materials content procurement preferences found in the Buy America Act requirements (23 CFR 635.410) and the Build America, Buy America Act requirements (2 CFR part 184) (Y/N)? _____

PART 4: CERTIFICATION (Read and check all boxes before signing)
Note: State Departments of Transportation may have different language requirements for this section.

☐ I certify that the description above is a true and accurate description of the article, material, or supply provided, and that the undersigned is in a position to legally bind the Company/Organization represented in this form.

☐ I certify that the iron or steel product, construction material, or manufactured product complies with the applicable Buy America or BABA requirements.

Signature: Date: mm/dd/yyyy

Printed Name:
Title:
Company/Organization:
Company/Organization address:

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 (C_3A) 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

	LD-7		CHPF-1		
Test Requirements	**Min.**	**Max.**	**Min.**	**Max.**	**Test Method**
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 ±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 ±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	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	ASTM D 4595

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 Supsec

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/ft^2)
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 overlaminate 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	Concrete
Bulk Specific Gravity	Water Content
Moisture	Slump or Slump Flow
Gradation	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.

$$\overline{X} \geq f'_{cr}$$

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 ±¾ 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.

Aggregates	Concrete
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 10ºF 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	Monthly	
a. Tared	Daily	
b. Calibrate	Every 6 months	
c. Check Calibration	Weekly	
3. Gauges & Meters - Plant & Truck		
a. Calibrate	Every 6 months	
b. Check Calibration	Weekly	
4. Admixture Dispenser		
a. Calibrate	Every 6 months	
b. Check Operation & Calibration	Daily	
B. AGGREGATES		
1. Sampling		T 2
2. Fine Aggregate		
a. Gradation / FM	250 yd^3 concrete	T 27
b. Moisture	Check meter against test results weekly	T 255
c. Specific Gravity / Absorption	2500 yd^3 concrete	T 84
3. Coarse Aggregates		
a. Gradation	250 yd^3 concrete	T 27
b. Moisture	Minimum of once daily or more as needed to control production. Check meter against test results weekly.	T 255
c. 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
C. PLASTIC CONCRETE		
1. Sampling		R 60
2. Air Content	First load then one per 50 yd^3	T 152* or T 196*
3. Slump or Flow*	First load then one per 50 yd^3	T 119* or C 1611*
4. Static Segregation*	2500 yd^3 Concrete	C 1610*
5. Density (Unit Weight)	100 yd^3 or when cylinders are made	T 121
6. Compressive Strength	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.	T 22*, T 23*, T 231
7. Yield	Each 400 yd^3 Concrete	T 121*
8. 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 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.

Section	Description
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	Monthly	
2. Scales		
a. Tared	Daily	
b. Calibrate	Every 6 months	
c. Check Calibration	Weekly	
3. Gauges & Meters - Plant & Truck		
a. Calibrate	Every 6 months	
b. Check Calibration	Weekly	
4. Admixture Dispenser		
a. Calibrate	Every 6 months	
b. Check Operation & Calibration	Daily	
B. AGGREGATES		
1. Sampling		R 76
2. Fine Aggregate		
a. Gradation / FM	250 yd^3 concrete	T 27
b. Moisture	Check meter against test results weekly	T 255
c. Specific Gravity / Absorption	2500 yd^3 concrete	T 84
3. Coarse Aggregates		
a. Gradation	250 yd^3 concrete	T 27
b. Moisture	Minimum of once daily or more as needed to control production. Check meter against test results weekly.	T 255
c. 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
C. PLASTIC CONCRETE		
1. Sampling		R 60
2. Air Content	First load then one per 50 yd^3	T 152 or T 196
3. Slump	First load then one per 50 yd^3	T 119
4. Unit weight	100 yd^3 or when cylinders are made	T 121
5. Compressive Strength	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.	R 100, T 22, T 231
6. Yield	Each 400 yd^3 concrete	T 121
7. Temperature	With each sample	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 (±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 (±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.

Form CSD-612LPA
Rev. 1/2021

PROGRESS SCHEDULE

PROJECT NUMBER STP-7194-00(004)LPA/109375-701000

COUNTY Forrest

WORK PHASE NO.	DESCRIPTION	LINE NUMBERS	YEAR 2025 JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV	DEC	YEAR 2026 JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV	DEC	
1	Miscellaneous	10-70, 100-140, 340-410, 480														0						90					
2	Excavation and Drainage	80, 90, 190-260															11		23								
3	Base and Pavement																										
4	Pedestrian Facilities	150-180, 270-310																24				77					
5	Traffic Safety	320, 330																			78	80					
6	Pavement Markings	420																			81	81					
7	Bridges/Retaining Walls																										
	Add Option #1																										
5	Traffic Safety	430-490																			91			115			
	LET:	10/31/25																									
	Anticipated NOA:	01/01/26																									
	Anticipated NTP/BCT:	03/01/26																									
	Working Days:	90 (Base)																									
	MONTH		JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV	DEC	172 WORKING
	ANTICIPATED WORKING DAYS PER MONTH		6	7	11	15	19	20	21	21	20	16	11	5	6	7	11	15	19	20	21	21	20	16	11	5	DAYS PER YEAR

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

Date May 7, 2026

TO: City of Hattiesburg

Sirs: The following proposal is made on behalf of RJM McQueen Contracting, Inc.
of 80 Ramsey McQueen RD, Collins, MS 39428

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 City of Hattiesburg, 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 City of Hattiesburg located at 200 Forrest ST, Hattiesburg, MS 39401 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: May 7, 2026

RJM McQueen Contracting, Inc.
Contractor

BY: _____

TITLE: CFO

ADDRESS: 80 Ramsey McQueen Road

CITY: Collins, MS 39428

PHONE: 601-765-6561

FAX: 601-765-6562

EMAIL: brandy@rjmmcqueen.com

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	18000.00
20	202-B073	230	SY	Removal of Concrete Pavement, All Depths	30.00	6900.00
30	202-B080	5	SY	Removal of Concrete Sidewalk	30.00	150.00
40	202-B089	450	LF	Removal of Curb &/or Curb and Gutter, All Types	18.00	8100.00
50	202-B090	3	EA	Removal of Curb Inlet	1800.00	5400.00
60	202-B129	3	EA	Removal of Flared End Section, All Sizes	1200.00	3600.00
70	202-B240	280	LF	Removal of Traffic Stripe	4.50	1260.00
80	202-B244	13	EA	Removal of Trees	2850.00	37050.00
90	203-EX020	1,400	CY	Borrow Excavation, AH, FME, Class B9	22.00	30800.00
100	203-G001	200	CY	Excess Excavation, FM, AH	36.00	7200.00
110	211-B001	170	CY	Topsoil for Slope Treatment, Contractor Furnished	30.00	5100.00
120	216-B002	1,550	SY	Solid Sodding, Centipede	14.50	22475.00
130	219-A001	310	KGAL	Watering	20.00	$6,200.00
140	907-234-A001	1,150	LF	Temporary Silt Fence	5.00	5750.00
150	246-B002	200	LF	Rockbags	5.00	1000.00
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	129.00	1548.00
				OR		
180	304-G003	12	CY	Size 825B Crushed Stone Base, AEA		
190	907-417-A001	160	SY	Polymer Cement Surface System	141.00	22560.00

200	601-B001	13	CY	Class "B" Structural Concrete, Minor Structures	3200.00	41600.00
210	602-A001	920	LBS	Reinforcing Steel	8.00	7360.00
220	603-CA012	40	LF	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	96.00	3840.00
230	603-CA056	16	LF	36" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	167.00	2672.00
240	603-CB003	2	EA	18" Reinforced Concrete End Section	1275.00	2550.00
250	603-CB006	1	EA	36" Reinforced Concrete End Section	2635.00	2635.00
260	604-A001	464	LBS	Castings	7.00	3248.00
270	604-B001	180	LBS	Gratings	7.00	1260.00
280	608-A001	1,100	SY	Concrete Sidewalk, Without Reinforcement	65.00	71500.00
290	907-608-C001	224	SF	Detectable Warning Panels	33.00	7392.00
300	907-608-D001	22	SY	Colored Concrete Sidewalk Scoring Pattern	250.00	5500.00
310	907-608-D002	192	SF	Stamped and Colored Concrete Sidewalk Brick Pattern	32.00	6144.00
320	907-608-D002	1,365	SF	Stamped and Colored Concrete Sidewalk Brick Pattern, Driveway	35.00	47775.00
330	609-B002	125	LF	Concrete Curb, Header	40.00	5000.00
340	609-D002	205	LF	Combination Concrete Curb and Gutter Type 1 Modified	32.00	6560.00
350	613-D009	2	EA	Adjustment of Utility Appurtenance Fire Hydrant	4300.00	8600.00
360	613-D009	4	EA	Adjustment of Utility Appurtenance Fiber Box	1500.00	6000.00
370	613-D010	2	EA	Adjustment of Water Meter	1725.00	3450.00
380	613-D011	2	EA	Adjustment of Water Valve	650.00	1300.00
390	614-B003	65	SY	Concrete Driveway, With Reinforcement, 6-inch Thickness	125.00	8125.00
400	907-618-A001	1	LS	Maintenance of Traffic	XXXXX	31700.00
410	618-B001	1	SF	Additional Construction Signs	10.00	$10.00
420	620-A001	1	LS	Mobilization	XXXXX	40000.00
430	907-626-E006	160	LF	6" Thermoplastic Traffic Stripe, Continuous Yellow	5.50	880.00
440	907-626-H010	780	LF	Thermoplastic Legend, White	5.50	4290.00
450	907-630-O002	4	EA	Remove and Reset Sign, 1 U-post	330.00	1320.00
510	699-A001	1	LS	Roadway Construction Stakes	XXXXX	14355.00
					Total Base Bid Amount	518,159.00

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"	52.00	2600.00
470	682-A039	1,125	LF	Underground Branch Circuit, AWG 8, 3 Conductor	14.50	16312.50
480	682-B037	100	LF	Underground Branch Circuit, Jacked or Bored, AWG 8, 3 Conductor	44.00	4400.00
490	682-F001	1	EA	Secondary Power Controller	13090.00	13090.00
500	907-684-PP001	42	CY	Pole Foundation, Per Plans	1430.00	60060.00
520	L00016 - 683-B500	17	EA	Lighting Assembly, Low Mast, LED, TYPE 15-1-0-96	7800.00	132600.00
					Total Add Option No. 1 Amount	229,062.50

Total Base Bid $ 518,159.00

Total Add Option No. 1 $ 229,062.50

Total Bid $ 747,221.50

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) X **Small Business(WBE)** X

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 X, 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 X, 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.

RJM McQueen Contracting, Inc.
(COMPANY)

BY _____

CFO
(TITLE)

DATE: May 7, 2026

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, Brandy Easterling,
(Name of person signing affidavit)

individually, and in my capacity as CFO of
(Title)

RJM McQueen Contracting, Inc. 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 _____

RJM McQueen Contracting, Inc., Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. STP-7194-00(004) LPA/109376-701000,

in Forrest 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 May 7, 2026

Signature

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

NON-COLLUSION AFFIDAVIT
(Execute in duplicate)

I, Brandy Easterling,
(Name of person signing affidavit)

individually, and in my capacity as CFO of
(Title)

RJM McQueen Contracting, Inc. 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 _____

RJM McQueen Contracting, Inc., Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. STP-7194-00(004) LPA/109376-701000,

in Forrest 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 May 7, 2026

Signature

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. _____.

Rev. 10/6/2023

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

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:_____ MS Insurance ID # _____
Name: _____
Title: _____
Address: _____
_____

SURETY (if applicable)
Company: _____

Signature:_____ MS Insurance ID # _____
Name: _____
Title: _____
Address: _____
_____

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.		
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

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).

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 (Yes / No)

I (We) have a SAM Unique Entity ID. Yes (Yes / No)

SAM Unique Entity ID: CM9DMKLSFJV5

Company Name: RJM McQueen Contracting, Inc.

Company e-mail address: regina@rjmmcqueen.com

(3/2022F)

OCR-485-LPA
REV. 04/09

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: STP-7194-00(004)LPA/109376-701000
County: Forrest

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: Clearpoint Engineers
Contact Name/Title: Tony Lucas, Construction Staking Manager
Firm Mailing Address 1051 Jackson RD, Hattiesburg, MS 39402
Phone Number: 601-261-2606
____ DBE Firm X Non-DBE Firm

Firm Name: DRW Contracting LLC
Contact Name/Title: David Williamson, President
Firm Mailing Address 523 Evergreen Church RD, Seminary, MS 39479
Phone Number: 601-467-6675
____ DBE Firm X Non-DBE Firm

Firm Name: J L McCool Contractors Inc
Contact Name/Title: Andrea Smith
Firm Mailing Address P.O. Box 1765, Pascagoula, MS 39568
Phone Number: 228-769-9771
____ DBE Firm X Non-DBE Firm

Firm Name: C J Morgan, Inc
Contact Name/Title: Bruce Morgan
Firm Mailing Address 712 Edgewood Dr, Hattiesburg, MS 39401
Phone Number: 601-544-3192
____ DBE Firm X Non-DBE Firm

Firm Name: Chain Legacy Electric, LLC
Contact Name/Title: Bob Chain Jr
Firm Mailing Address 3 Grand Bayou CR, Hattiesburg, MS 39402
Phone Number: 601-606-8158
____ DBE Firm X Non-DBE Firm

SUBMITTED BY (Signature)

RJM McQueen Contracting, Inc
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.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

RJM-McQueen Contracting, Inc.
80 Ramsey McQueen Road Collins, MS 39428
as Principal, hereinafter called the Principal, and

U.S. Specialty Insurance Company
13403 Northwest Freeway Houston, TX 77040-6094
a corporation duly organized under the laws of the State of TX

as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Hattiesburg
200 Forest Street Hattiesburg, MS 39401
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars ($ 5%)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs , executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS. the Principal has submitted a bid for

Fourth Street Improvements - Phase IV
Project No. STP-7194-00(004) LPA / 109376-701000
City of Hattiesburg, Forrest County, Mississippi

NOW THEREFORE, the condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed and sealed this 7th day of May A.D 2026

RJM-McQueen Contracting, Inc.
(Principal) (Seal)

Christie Aycock
(Witness)

By: CFO
(Title)

U.S. Specialty Insurance Company
(Surety) (Seal)

Peggy Jackson
(Witness)

By: Trina Cobb
Trina Cobb
(Attorney-in-Fact)

Marsh & McLennan Agency
Resident Agent

TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Trina Cobb

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver on its behalf:

Surety Bond Number: **Bid Bond** Amount of Bond: See Bond Form

Principal: **RJM-McQueen Contracting, Inc.**

Obligee: **City of Hattiesburg**

This Power of Attorney shall expire without further action on January 31st, 2028. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of February, 2024.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles SS:

By: _____
Daniel P. Aguilar, Vice President

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

On this 1st day of February, 2024 before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (seal)

D. LITTLEFIELD
Notary Public - California
Los Angeles County
Commission # 2478570
My Comm. Expires Jan 31, 2028

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 7th day of May, 2026.

Corporate Seals

_____
Kio Lo, Assistant Secretary

Memorandum

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

From: **Kermas Eaton, City Clerk**

cc:

Date: **Tuesday, May 19, 2026**

Re: **Authorize the mayor to execute the related documents between the City of Hattiesburg and Precision Communications, Inc. for bi-annual services associated with the city's tornado siren system in the amount of $11,810.00.**
File Number: 2026-385
Minute Book #

Summary
Authorize the mayor to execute the related documents between the City of Hattiesburg and Precision Communications, Inc. for bi-annual services associated with the city's siren system in the amount of $11,810.00.

Recommendation Statement
I recommend approval of this item.

Please place this on the May 19, 2026 City Council meeting for consideration.

PRECISION
COMMUNICATIONS

P.O. Box 298
Amory, MS 38821
Phone: 662-256-3118
Email: precisioncommunicationsinc@gmail.com

ESTIMATE

Estimate No.: 19909
Date: 03/30/2026

Bill to:
CITY OF HATTIESBURG
P.O. BOX 1898
HATTIESBURG, MS 39401

Ship to:
CITY OF HATTIESBURG
200 FORREST ST. - 3RD FLOOR
HATTIESBURG, MS 39401

P.O. No.

DESCRIPTION	QTY	RATE	AMOUNT
SERVICE CONTRACT TO PROVIDE LABOR AT SITE FOR BI-ANNUAL INSPECTION: 2026	1	6,800.00	6,800.00T

FIRST SITE PM: WILL INCLUDE INSPECTION OF SPEAKER CLUSTER, SIREN CABINET, AND AC SERVICE FOR ANY SIGNS OF DAMAGE OR LOOSE HARDWARE. LOAD TEST BATTERIES FOR PROPER VOLTAGE. TEST BATTERY CHARGERS FOR PROPER VOLTAGE OUTPUT. TEST AMPS AND DRIVERS. CHECK ALL CONDUIT FOR WATER TIGHT CONNECTION AND ENTRANCE INTO CABINET, CHECK INTEGRITY OF LIGHTNING PROTECTION AND ANY CORROSION OF CONNECTIONS, OBSERVE POLE FOR ANY SHIFTING OR LEANING, SIREN CABINET: INSPECT FOR ANY FOREIGN MATERIAL OR RODENT INTRUSIONS, CLEAN ALL DRAIN HOLES AND SCREENS, EXAMINE ALL WIRING HARNESSES AND TERMINATIONS, AND PROPER CONNECTIONS. INSPECT ANTENNAS, COAX, AND RADIO TRANSMIT OUTPUT AND FREQUENCY DEVIATION AND RECEIVE LEVELS. CHECK FOR PROPER GROUNDING, SPEAKER ARRAY, ANTENNA BRACKET, CABINET BRACKET AND POLE GROUNDING. REPAIR OR REPLACE ANY PARTS OF NORMAL WEAR AND TEAR NOT TO EXCEED $150.00.

ALSO INCLUDES LABOR FOR CHECKING AND TESTING SIREN SYSTEM FROM BOTH ENCODERS AND TRANSMIT, SWR AND DEVIATION AT EACH ENCODER

** THE MANUFACTURER RECOMMENDS REPLACING BATTERIES ONCE EVERY TWO YEARS. (BATTERIES WERE REPLACED IN MAY 2025. BILLED SEPARATELY).

SECOND SITE PM: SIREN CABINET - INSPECT FOR ANY FOREIGN MATERIAL OR RODENT INTRUSIONS; CLEAN ALL DRAIN HOLES AND SCREENS; EXAMINE ALL WIRING HARNESSES AND TERMINATION FOR PROPER CONNECTIONS; CHECK RADIO TRANSMIT OUTPUT AND FREQUENCY DEVIATION AND RECEIVE LEVELS; CHECK GROUNDING; CHECK AC SERVICE FOR ANY SIGNS OF DAMAGE OR LOSE HARDWARE; LOAD TEST BATTERIES OR PROPER VOLTAGE OUTPUT; TEST AMPS AND DRIVER CIRCUITS; CHECK ALL CONDUIT FOR WATER TYPE CONNECTIONS AND ENTRANCE INTO CABINET; TEST ALL SIRENS REMOTELY FROM CENTRALERT CONTROLLERS TO ENSURE PROPER COMMUNICATION. THIS PRICE IS FOR (6) 2906 SIRENS LOCATED AT: 1001 – CHURCH'S CHICKEN – 100 W 7TH ST 1002 – WILLIAM CAREY - 441 COUNTY DR 1003 – PALMERS CROSSING – 206 N HATTIESBURG ST 1004 – TATUM PARK - 50 PARKWAY BOULEVARD 1005 – THAMES SCHOOL - 3005 JAMESTOWN RD 1007 - CLASSIC DRIVE REPLACE DRIVER #6 IN 1004 TATUM PARK (IDENTIFIED DURING LAST SIREN MAINTENANCE)			T
43-0264009-00 400 WATT SPEAKER DRIVER	1	1,510.00	1,510.00T
CONTINGENCY FOR OTHER REPAIRS IDENTIFIED AND APPROVED WHILE ON SITE (ONLY USED IF NEEDED AND APPROVED)	1	3,500.00	3,500.00T

Signed by: _____
Mayor, City of Hattiesburg

5/13/26
Jim Coggin, President
Precision Communications, Inc.

-Credit card payments will incur a 3% charge
-Shipping cost(s) are calculated at time of shipment
-This Estimate is good for 90 days from above date

Subtotal	11,810.00
Sales Tax	0.00
Total	$11,810.00

Memorandum

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

From: **Kermas Eaton, City Clerk**

cc:

Date: **Tuesday, May 19, 2026**

Re: **Authorize the mayor to enter into negotiations with and execute a Professional Services Agreement and related documents between the City of Hattiesburg and Allen Engineering and Science, for Municipal Separate Storm Sewer System (MS4) engineering consultant services, pursuant to the Request for Qualifications conducted by the city.**
File Number: 2026-388
Minute Book #

Summary
Authorize the mayor to enter into negotiations with and execute a Professional Services Agreement and related documents between the City of Hattiesburg and Allen Engineering and Science, for Municipal Separate Storm Sewer System (MS4) engineering consultant services, pursuant to the Request for Qualifications conducted by the city.

Recommendation Statement
I recommend approval of this item.

Please place this on the May 19, 2026 City Council meeting for consideration.

STATEMENT OF QUALIFICATIONS

MS4 Engineering Consultant Services

Submitted to:

City of Hattiesburg
City Clerk's Office
200 Forrest Street,
Hattiesburg, MS 39401

Submitted by:

Allen Engineering and Science
301 West Pine St.
Hattiesburg, MS 39401

March 12, 2026

ALLEN
ENGINEERING
AND SCIENCE

301 West Pine Street
Hattiesburg, MS 39401
www.AllenES.com

Phone 601.583.2182
Fax 601.583.2828

March 12, 2026

MaryBeth Bergin, PE
212 West Front Street
Hattiesburg, Mississippi 39401

Reference: Request for Qualifications for Engineering Services
Municipal Separate Storm Sewer System (MS4) Compliance

Dear Mrs. Bergin,

Allen Engineering and Science, Inc. (AllenES) is pleased to submit this Statement of Qualifications (SOQ) for professional services related to Municipal Separate Storm Sewer System (MS4) compliance for the City of Hattiesburg. Our submittal highlights AllenES' extensive qualifications, proven experience, and capacity to successfully support all aspects of MS4 compliance. All work described in the requested scope will be performed by experienced professionals based in our downtown Hattiesburg office.

AllenES has supported MS4 programs at both the local and state level for more than twenty years. Our team has provided compliance services for traditional and non-traditional MS4s and has prepared Stormwater Management Plans (SWMPs) and Stormwater Pollution Prevention Plans (SWPPPs) for numerous regulated entities across Mississippi. Most recently, AllenES assisted the Mississippi Department of Environmental Quality (MDEQ) in developing the State's MS4 General Permit, and we continue to provide MDEQ with MS4 general permit support services.

The enclosed documentation reflects our depth of experience and demonstrates the strong professional capacity within our Hattiesburg office to meet and exceed the City's expectations for MS4 compliance services. We appreciate the opportunity to submit this SOQ and look forward to the possibility of continuing to serve the City of Hattiesburg. Should you have any questions or require additional information, including full resumes for the professionals referenced herein, please feel free to contact us. I may be reached at narmstrong@allenes.com or (601) 213-5297. Mr. Estes may be reached at jestes@allenes.com or (601) 583-2182.

Sincerely,
Allen Engineering and Science, Inc.

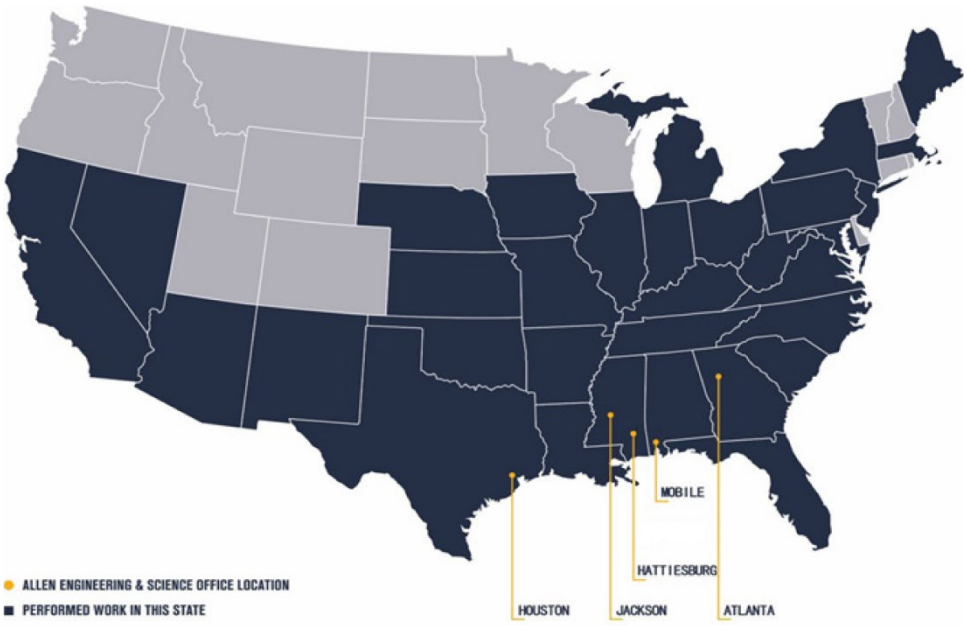
Nadine Armstrong
Planner

Jay C. Estes, AICP
Senior Principal Planner

1.0 Introduction to Allen Engineering and Science, Inc.

Allen Engineering and Science, Inc. (AllenES) was established in 1993 as a multi-disciplined professional services firm specializing in civil and environmental engineering, environmental science, urban and environmental planning, and construction management. Over more than three decades of service to clients throughout the Southeastern United States, AllenES has earned a reputation for delivering high-quality work and providing value-driven solutions. Our corporate headquarters is in Jackson, Mississippi, and we have maintained a dedicated office in Hattiesburg for twenty-two years.

AllenES has completed projects for a wide range of public and private sector clients across the country, with our primary focus on the Gulf South. If selected for this opportunity, all work will be managed from our Hattiesburg office, ensuring the City has direct access to the AllenES project team. Additional support, if needed, will be provided by qualified professionals from our Jackson office. This Statement of Qualifications highlights the firm's strong capabilities and specialized experience in MS4 services and municipal stormwater permit compliance as outlined in the RFQ.



With more than thirty years of project experience in the Gulf South, AllenES has built a reputation for delivering technically sound work on time and within budget. We view our clients as true partners and believe that clear, consistent communication is fundamental to project success. These core values have guided our extensive work in water quality and stormwater management throughout Mississippi. The Experience section of the SOQ presents representative project examples that demonstrate our MS4 and Nonpoint Discharge Elimination System (NPDES) permit compliance experience. These projects required expertise across multiple service areas identified in the RFQ and were completed without the need for budget amendments, contract extensions, arbitration, or other forms of dispute. While most examples focus on public entities regulated under MS4 permits, several private-sector NPDES projects are also included to demonstrate the breadth of our stormwater compliance capabilities.

2.0 Qualifications and Capacity for Performance

AllenES has over twenty years of experience with all aspects of the MS4 stormwater program including permitting and compliance. In response to the City's RFQ, we have assembled a core team, based entirely in our Hattiesburg office that will serve the City through this project. The professionals within our team are experienced in various aspects of stormwater management for public and private sector clients and have all excelled in the technical aspects of project implementation. Our team will establish an internal Project Management Plan to ensure adherence to the established scope, schedule, and budget as communicated through contractual terms as well as the City's SWMP. This plan will be supported by regular internal project status and scoping meetings. The details of our project team are as follows:

Nadine Armstrong, Ph.D., Planner
Project Role: Project Manager
Experience: 2 Years
Highest Degree: Ph.D., Geography
Dr. Armstrong is a Planner with AllenES and holds a Ph.D. in Geography with a specialization in sustainable development. She has extensive experience preparing and contributing to a wide range of environmental planning documents, including watershed management plans, stormwater management plans, NEPA environmental assessments, and hazard mitigation plans. Her expertise includes ensuring compliance with state MS4 regulatory requirements and conducting Phase I Environmental Site Assessments. Dr. Armstrong assisted in writing the 2026 Mississippi MS4 General Permit and its accompanying materials, including the permit rationale, fact sheet, and forms package. This work involved coordinating with state regulatory staff, interpreting federal and state stormwater regulations, and developing clear, actionable permit language and implementation guidance. At AllenES, Dr. Armstrong leads and supports projects for municipal, county, and state government clients, with a focus on sustainability, watershed resilience, and regulatory compliance.

Jay C. Estes, AICP, Senior Principal Planner
Project Role: Principal Oversight
Experience: 32 Years
Highest Degree: B.S., Community and Regional Planning
Mr. Estes is a Professional Urban and Environmental Planner with over 30 years' experience in a variety of community development and environmental policy issues including stormwater management, infrastructure development, hazard mitigation planning, environmental planning, grants management, floodplain management, and federal/state program administration. Mr. Estes specializes in environmental planning and policy with an emphasis on community sustainability and resilience, stormwater management, watershed level planning, floodplain management, hazard mitigation planning, and planning for local government level water quality. Most recently, Mr. Estes served as the Project Manager for projects serving MDEQ that included the development of the State's MS4 General Permit and continuing MS4 general permit support services.

Oliver Birch, Project Scientist
Project Role: Environmental Scientist
Experience: 6 Years
Highest Degree: M.S. Environmental Sciences
Mr. Birch has six years of professional experience with Allen Engineering and Science as an Environmental Scientist specializing in environmental and ecological assessments, environmental compliance, wetland delineations, surface and groundwater sampling, and permitting. Mr. Birch has undertaken various environmental projects and programs including Stormwater Pollution Prevention Plans (SWPPP), NPDES Permitting, Phase I Environmental Site Assessments (ESA), Phase II Soil and

Groundwater Investigations, Wetland Delineations, Threatened and Endangered Species Surveys, NEPA Environmental Assessments (EA), Spill Prevention, Control and Countermeasure (SPCC), groundwater monitoring programs, and Title V Air permitting and compliance. Mr. Birch has routinely inspected and been responsible for compliance and surface water sampling at companies involved with foundry and casting operations, steel fabrication, lumber manufacturing, and chemical manufacturing. Mr. Birch is a commercially licensed (Part 107) drone pilot and has utilized the technology on a diverse range of projects including landfill and waste placement operations, environmental monitoring, and Phase I Environmental Site Assessments.

Denali John, Geologist
Project Role: Environmental Scientist
Experience: 1 Year
Highest Degree: M.S. Geology
Ms. John is an Environmental Geologist with experience conducting a broad range of environmental and geological investigations and delivering comprehensive reports. Her project portfolio includes Stormwater Pollution Prevention Plan (SWPPP) compliance, assisting with National Pollutant Discharge Elimination System (NPDES) permitting and compliance, groundwater sampling and analysis, field logging of soil borings, wetland delineations, and Phase I Environmental Site Assessments. She has routinely conducted inspections and surface water sampling while supporting compliance efforts at industrial facilities, including foundries, steel fabrication plants, and lumber manufacturing operations. Proficient in Geographic Information Systems (GIS), Ms. John produces detailed field maps and final report figures to support project deliverables. During her graduate studies, she performed a high-resolution event stratigraphic analysis of the Ozan Formation in Texas and Arkansas using ostracods. This work encompassed organizing and executing field operations, conducting in-depth sediment and microfossil analyses, applying statistical methods to refine stratigraphic interpretations across multiple sites, and compiling a detailed report of her findings.

Rick Sumrall, Senior Engineer
Project Role: Project Engineer
Experience: 32 Years
Highest Degree: M.S. Environmental Engineering
After serving at the Mississippi Department of Environmental Quality for twenty-four years, Mr. Sumrall joined AllenES as a Senior Engineer and brings to the firm a broad understanding of multi-media environmental regulations. He has built his career in providing solutions to solve challenges facing the regulated community. Mr. Sumrall assumed project management responsibilities in AllenES' Outsource Corporate Environmental Services Program, which provides oversight of environmental programs for industrial clients. He also provides industrial clients services pertaining to permit applications, permit compliance, waste reduction, wastewater treatment, air pollution control and environmental training. Mr. Sumrall is skilled in providing the following services: multimedia compliance audits, SPCCs, SWPPPs, NPDES applications, air emissions calculations for compliance and fee purposes, and water and wastewater management solutions. In addition, he advises clients on enforcement matters.

Project Team Capabilities

	Scope Activity	Armstrong	Estes	Birch	John	Sumrall
1	Coordinate and Attend Stormwater Steering Committee Meetings	**X**	**X**			
2	Conduct monthly construction site storm water compliance inspections for all construction sites around the city		**X**	**X**	**X**	**X**
3	Provide technical assistance with ordinances	**X**	**X**			
4	Perform annual Municipal Facilities Inspections		**X**	**X**	**X**	**X**
5	Conduct an annual outfall and inlet stormwater inspection of one of the three major basins within the city on an annual rotating basis		**X**	**X**	**X**	**X**
6	Conduct annual post-construction inspections for all post construction stormwater facilities present within the city limits		**X**	**X**	**X**	**X**
7	Prepare the Annual Stormwater Report for submission to MDEQ	**X**	**X**			
8	Maintain records of meetings, inspections, reports and tasks/program elements completed	**X**	**X**			
9	Update Stormwater Pollution Prevention Plan		**X**	**X**	**X**	**X**

3.0 MS4 Compliance Experience

The following section provides profiles of projects illustrating experience relevant to the RFQ including municipal stormwater compliance, private sector SWPPP and NPDES compliance services and other relevant stormwater-related work.

AllenES is currently providing MS4 compliance services for the following permitted entities in Mississippi:

- City of Petal
- City of Ridgeland
- University of Southern Mississippi
- Madison County
- City of Pearl
- City of Madison
- City of Brandon

Former MS4 clients include:

- City of Pascagoula
- City of Waveland
- City of Gautier
- City of Bay St. Louis
- Hancock County
- City of Ocean Springs

MS4 – Phase II Stormwater Compliance Services: Various Clients

Scope of Services:

- MS4 Permit Compliance
- Water Quality Management
- SWPPP Inspections and Compliance
- Compliance Inspections
- Compliance Reporting
- Documentation/Recordkeeping

Since the MS4, Phase II Stormwater promulgation date of December 1999, AllenES has provided environmental engineering, consulting, planning, and technical services related to stormwater management and compliance to MS4 permitted entities in Mississippi.

We have assisted in the development of Stormwater Management Plans (SWMP) and Notices of Intent (NOI) to support our clients in securing general permits through the Mississippi Department of Environmental Quality. The SWMPs are supported by the development and implementation of Stormwater Pollution Prevention Plans (SWPPP) that serve as stormwater Operation and Maintenance Plans for municipal operations and help ensure that municipal operations do not contribute to water quality impairment.

Our compliance services for clients address all six of the Phase II Stormwater Program's Six Minimum Measures that include: 1) Public Education and Outreach, 2) Public Involvement and Participation, 3) Illicit Discharge Detection and Elimination, 4) Construction Site Stormwater Runoff Control, 5) Post-Construction Stormwater Management in Development and Redevelopment, and 6) Pollution Prevention and Good Housekeeping for MS4 Operations.

Specific examples of tasks routinely completed for Phase II Stormwater Clients include:

- Assisting with the development of outreach materials.
- Coordinating and attending task force meetings.
- Reviewing and updating stormwater-related ordinances.
- Providing training to municipal employees on illicit discharge detection & elimination, construction & post-construction inspections, and good housekeeping practices.
- Conducting inspections on outfalls, inlets, and conveyances.
- Providing technical assistance on construction issues and providing construction inspections as needed.
- Conducting inspections on post-construction facilities.
- Updating SWPPP documents as conditions warrant.
- Conducting inspections on municipal facilities outlined in the SWPPP.
- Documenting activities associated with the Phase II Stormwater Program and maintenance of documentation.
- Preparing and submitting the required Annual Report on or before January 28th following each permitted program year.

Private Sector SWPPP & NPDES Compliance Services

Scope of Services:

- SWPPP Review & Updates
- Monthly SWPPP Inspections
- Inspection Documentation & Reporting
- Stormwater Outfall Monitoring & Sampling Coordination
- Annual SWPPP Evaluation Reports

AllenES is currently under contract with multiple private sector entities to provide SWPPP and NPDES inspection and compliance services. Clients represent a diverse range of industrial sectors, including pulp and paper, municipal airports, sawmills, foundries, and steel fabricators.

Through these contracts, AllenES conducts monthly site visits to their respective facilities to assess and report the discharge of stormwater outfalls using MDEQ forms and inspection procedures. Inspections focus on designated drainage outfalls, fuel storage areas, and any exposed material storage areas as identified in the site-specific SWPPP. Any other issues observed during the inspections such as litter problems, erosion, above ground storage tank (AST) integrity, or oil spills are noted and communicated to the client. In addition to the monthly inspection reports, AllenES provides an annual evaluation report of the SWPPP as required by the clients' respective Industrial Stormwater General Permits. AllenES also evaluates and updates the clients' SWPPP and permits on five-year cycles as determined by the Mississippi Department of Environmental Quality.

AllenES has extensive experience conducting stormwater and NPDES compliance sampling across a wide range of industrial and municipal environments. Our team is also experienced in performing Illicit Discharge Detection and Elimination (IDDE) investigations and certifications, verifying that all outfalls and discharge points are properly characterized and that effluent leaving the facility complies with site-specific permit requirements and applicable regulatory standards.

Phase II Municipal Separate Storm Sewer System General Permit Reissuance

Scope of Services:

- Permitting
- Policy Development
- Technical Writing
- Environmental Services
- Stakeholder Engagement

AllenES provided professional planning and technical services to assist the Mississippi Department of Environmental Quality (MDEQ) in updating and reissuing the Phase II Municipal Separate Storm Sewer System (MS4) General Permit (GP) in compliance with state and federal regulations. The project involved drafting the updated MS4 General Permit and supporting documents, including the permit rationale and fact sheet, as well as associated forms such as the Notice of Intent (NOI), Annual Report, and Minor and Major Changes forms.

The final deliverable was provided to MDEQ prior to the original contract expiration date of August 31, 2025. AllenES received an unsolicited amendment extending the expiration date to November 30, 2025, though all required deliverables were completed and submitted ahead of the original deadline.

Following EPA review and approval, AllenES will revise the documents as needed and manage the public notice process for MDEQ. Planned activities include collecting, analyzing, and summarizing public comments and preparing formal responses within 30 days of the close of the notice period. AllenES will also organize and facilitate stakeholder meetings to share updates, gather input, and provide information to municipalities, engineers, consultants, and other regulated entities.

It is anticipated that the draft permit will go to public notice in early 2026. AllenES will continue to provide support services to MDEQ through the public notice process and through the local permitted entity NOI and permitting process.

MDEQ Erosion Control, Sediment Control, and Stormwater Management on Construction Sites and Urban Areas: Volumes 1 & 2

Scope of Services:

- Stormwater Runoff Management
- Sediment & Erosion Control on Construction Projects
- Smart Growth & Sustainable Development
- Low Impact Development (LID)

AllenES was engaged by MDEQ to revise the State's existing Planning & Design Manual for the Control of Erosion, Sediment, and Stormwater for Mississippi and collaborated with a working group comprised of representatives from MDEQ, the Mississippi Department of Transportation (MDOT), and NRCS to develop the new two-volume guidance manual for the state.

AllenES performed a thorough review of the existing Planning and Design Manual to determine what existing information could be used in the revised manual, along with pertinent information that should be included to produce a final product consistent with current erosion and sediment control techniques. The new manual also includes low impact design technologies, principles of smart growth, and state and federal regulations.

Through the development process, information was gathered from a variety of public and private sources to create a two-volume manual. Volume One details erosion and sediment control practices, and Volume Two provides stormwater runoff management practices. Through a series of technical review meetings with the working group, over forty stormwater BMPs were identified for inclusion in Volume One. These BMPs focus on six areas of erosion and sediment control including site preparation, surface stabilization, runoff conveyance, inlet protection, sediment control measures, and stream protection. The primary focus of Volume One is to minimize erosion through surface stabilization techniques, thereby preventing sediment laden runoff. Volume One of the revised manuals also provides detailed procedures for developing erosion and sediment control plans.

Volume Two of the manual includes stormwater control techniques that range from the planning process and site design to post construction. The planning and site design concepts presented in Volume Two were specifically chosen based on their applicability to both low impact design, and principles of sustainability. A third document was produced as an appendix that includes technical reference information such as runoff calculations, state regulations, SWPPP examples, and model ordinances. The manuals may be found on the MDEQ website at the following location:
https://www.mdeq.ms.gov/water/surface-water/nonpoint-source-pollution-program/erosion-and-sediment-control-manual/

STATEMENT OF QUALIFICATIONS

MS4 ENGINEERING CONSULTANT SERVICES

CITY OF HATTIESBURG

March 12, 2026

Client Manager
POC Name: **Dustin Gatlin, Vice President**
O: 601.545.1565 M: 601.596.1331
dustin.gatlin@neel-schaffer.com

NEEL-SCHAFFER

March 12, 2026

City Clerk's Office
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 394014

REFERENCE: Statement of Qualifications for MS4 Engineering Consultant Services

To the Selection Committee:

Neel-Schaffer, Inc. is pleased to submit our Statement of Qualifications for MS4 Engineering Consultant Services for the City of Hattiesburg. Since our founding in 1983, Neel-Schaffer has been committed to supporting communities with practical, effective, and regulatory-compliant stormwater solutions. In fact, we have been engaged in MS4 program development, compliance support, and inspection services for more than 20 years, giving us deep institutional knowledge of stormwater programs throughout Mississippi and the Southeast.

As one of the largest employee-owned engineering firms in the region, with 39 offices across nine states, we offer the responsiveness of a local team backed by the capabilities of a multidisciplinary organization. Headquartered in Jackson, Mississippi, our "local service, regional resources" structure ensures that the City of Hattiesburg benefits from both community-connected staff and specialized technical experts when needed. This model has allowed us to support numerous municipalities with MS4 compliance, program documentation, inspection services, and permitting support since the earliest days of the MS4 program.

Our team is well-prepared to perform the full scope of services, including coordinating Stormwater Steering Committee meetings, conducting monthly construction site stormwater inspections, providing technical assistance on ordinances, completing annual municipal facility inspections, performing rotating annual basin outfall and inlet inspections, conducting annual post-construction inspections, preparing the Annual Stormwater Report to MDEQ, maintaining comprehensive compliance records, and updating the Stormwater Pollution Prevention Plan as required. These services align seamlessly with our longstanding expertise and current workload capacity.

Neel-Schaffer's commitment to **Care, Service,** and **Excellence** guides every element of our approach. We prioritize safety, transparency, and collaboration in all program activities. We understand that MS4 compliance is not simply a regulatory responsibility, it is a long-term investment in water quality, infrastructure resiliency, sustainable growth, and community well-being. Our decades of experience supporting municipal stormwater programs ensures that we can help the City of Hattiesburg continue to strengthen its program effectiveness, reduce compliance risk, and protect its local waterways.

We welcome the opportunity to continue serving the City in this important capacity. Should you have any questions regarding this submittal, please contact me by phone at 601.596.1331 or by email at dustin.gatlin@neel-schaffer.com.

Thank you for your time and consideration. We look forward to the opportunity to partner with the City of Hattiesburg and provide dependable, comprehensive MS4 engineering services.

Sincerely,

Neel-Schaffer, Inc.

Dustin Gatlin, PE
Vice President/Engineer Manager

P: 601.545.1565
704 Hardy Street
Hattiesburg, MS 39401
www.neel-schaffer.com

engineers | planners | surveyors | environmental scientists | landscape architects

The Neel-Schaffer Advantage:

Neel-Schaffer's leadership has consistently stressed four principles that to this day form the core of our corporate identity. Our values of Care, Service, and Excellence guide everything we do. We're committed to improving our industry by positively impacting the communities we serve.

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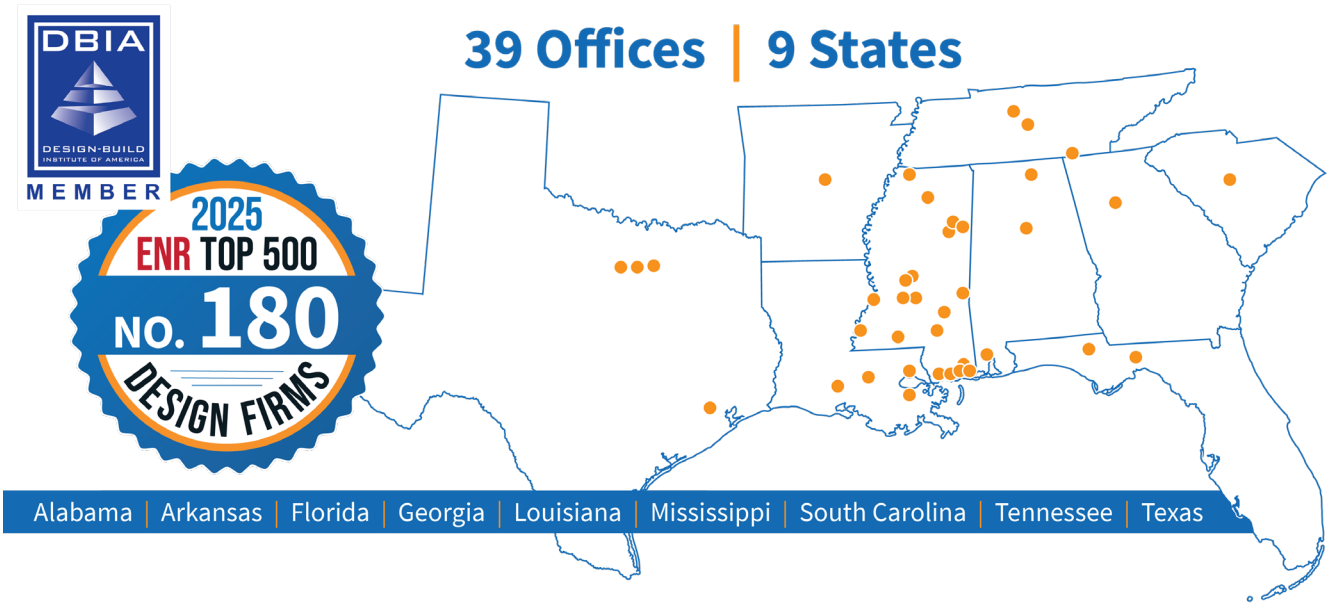
NEEL-SCHAFFER FIRM PROFILE

Neel-Schaffer is an employee-owned, multi-disciplined engineering firm founded in 1983, with 39 offices across nine states and a long history of supporting communities throughout Mississippi. Since our inception, Neel-Schaffer has been involved in stormwater planning, regulatory support, and municipal program development, experience that has grown into more than 20 years of dedicated MS4 program expertise. We are also headquartered in Jackson, Mississippi, and operate 20 offices statewide, giving us one of the strongest and most accessible local footprints of any engineering firm in Mississippi.

Built on the values of Care, Service, and Excellence, our firm focuses on improving quality of life through reliable, community-centered engineering. These principles guide our approach to stormwater program support, where consistency, clear communication, and dependable documentation are essential to effective municipal compliance.

With statewide coverage and a local presence near the Pine Belt, we offer both accessibility and depth. Our proximity allows for responsive field support and routine program engagement, while our broader regional team provides additional environmental and municipal expertise when needed. This structure ensures the City receives steady, year-round support with the flexibility to scale for more complex stormwater program needs.

Neel-Schaffer's work with cities across Mississippi has strengthened our understanding of how municipal stormwater programs operate day to day. We bring practical experience with inspection programs, environmental reporting, facility evaluations, and permit-related documentation, skills that help communities maintain clear, compliant, and well-organized MS4 programs aligned with regulatory expectations.



Our core disciplines include:

Transportation: Roads & Highways; Transportation Planning; Traffic; Aviation; Bicycle & Pedestrian Facilities; Bridges; Lighting; Maritime; Railroad; Signage

Water: Water Resources; Hydraulics & Hydrology; Coastal Science & Engineering; Storm Water Management; Wastewater Treatment & Collection; Water Treatment & Distribution

Civil/Site: Site Development; Electrical Engineering; Landscape Architecture; Recreational; Structural; Telecommunications

Environmental Services: Brownfield Assessment & Redevelopment; Environmental Permitting & Compliance; Natural Resources & NEPA Compliance; Phase I & II Environmental Site Assessments; Solid Waste; UST/AST Storage Tank Management

Support Services: Construction Engineering & Inspection; Emergency Management; Surveying; Urban Planning

Together, these capabilities form a full-service approach that enables Neel-Schaffer to support the City of Hattiesburg with a consistent, well-coordinated, and compliance-focused delivery of its MS4 program, providing the continuity, documentation, and technical expertise needed to help the City meet the expectations of its MDEQ permit.

NEEL-SCHAFFER SERVICES

Transportation

Water

Civil/Site

Environmental Services

Support Services

OUR TEAM

Neel-Schaffer brings a highly qualified team with the technical expertise, municipal experience, and program capacity required to support the City of Hattiesburg's MS4 responsibilities. Our staff includes professionals experienced in stormwater compliance, construction-site inspection, municipal facility evaluations, basin assessments, and environmental reporting.

Our MS4 Program Experience

Neel-Schaffer has supported municipal stormwater programs since the inception of the MS4 program and brings over 20 years of direct MS4 experience. Our team has extensive familiarity with MDEQ permit requirements, stormwater inspections, program documentation, annual reporting, and long-term compliance management.

Project Team Overview

The following section introduces the key Neel-Schaffer personnel who will support the City of Hattiesburg in fulfilling its MS4 program requirements. Our team structure is streamlined to align with the RFQ's focus on clearly demonstrating qualifications, experience, and capacity to perform the tasks outlined in the Scope of Work, including stormwater committee participation, construction-site compliance inspections, municipal facility evaluations, basin and outfall inspections, post-construction assessments, and annual reporting. In addition to our project management and engineering staff, Neel-Schaffer maintains a trained Stormwater Inspection Team that conducts MS4 field activities across Mississippi, providing monthly construction-site inspections, municipal facility reviews, and stormwater system evaluations consistent with the City's needs.

Key Personnel

Dustin Gatlin, PE — Client Manager

Dustin Gatlin joined Neel-Schaffer in 2025 and has 18 years of experience in civil engineering and project management. His background includes design and oversight of water and sewer systems, stormwater management, transportation projects, site development, and construction administration. He previously served as a Principal Engineer responsible for client coordination, budgeting, regulatory compliance, and contractor management.

Dustin was promoted to the role of Vice President in 2026 and currently serves as the Engineer Manager for the Hattiesburg, Mississippi office. He is located just five minutes away and is locally available at any time, ensuring quick response and on-site availability whenever needed. Dustin also serves as the City of Hattiesburg client manager and handles correspondence with the City on Neel-Schaffer projects.

Years of Experience: 18 | **Education:** Bachelor of Science, Civil Engineering, Mississippi State University, 2007 | **Registrations/Certifications:** Professional Engineer: Mississippi #20503

Project Experience:

City of Hattiesburg – MS4 Stormwater Program Management: Client Manager. Dustin serves as the City's primary point of contact and is the first call the client makes when a need arises. He assists the City with all local program needs, provides on-site support, and ensures immediate availability for day-to-day coordination. Dustin works directly with City staff to understand emerging issues, prioritize requests, and communicate these needs to the broader Neel-Schaffer team. He then coordinates the appropriate technical specialists to ensure timely delivery of inspections, reporting, compliance activities, and MS4 program support.

Damon Torricelli, PE, CPMSM, CPESC — Program Manager

Damon Torricelli joined Neel-Schaffer in 2015 and serves as Client Manager for multiple Gulf Coast municipal and institutional clients. He brings more than 40 years of experience, including 27 years with the City of Biloxi Public Works Department. His responsibilities included managing the engineering, streets, traffic control, water and sewer, and construction divisions.

For 15 years, he served as City Engineer, supervising engineering staff and overseeing project planning, budgeting, permitting, and construction administration. Damon is the Local Public Agency (LPA) Coordinator for the Biloxi office and has more than 25 years of experience with MDOT processes for federally funded municipal projects. He maintains an active LPA certification.

Years of Experience: 38 | **Education:** Bachelor of Science, Petroleum Engineering, Mississippi State University, 1987 | **Registrations/Certifications:** Professional Engineer: Mississippi #14460, Certified Professional in Erosion and Sediment Control; Certified Professional in Municipal Stormwater Management

Project Experience:

City of Hattiesburg – MS4 Stormwater Program Management: Program Manager. Damon supported the City of Hattiesburg's MS4 Stormwater Program by coordinating and attending Stormwater Steering Committee meetings, conducting monthly construction site stormwater compliance inspections, and providing technical assistance with stormwater ordinances. His responsibilities also included performing annual municipal facilities inspections, completing annual outfall and inlet inspections on a rotating basin schedule, and conducting annual post-construction inspections for stormwater facilities throughout the city. In addition, he helped prepare the Annual Stormwater Report for submission to MDEQ, maintained records of meetings, inspections, and program tasks, and assisted with updates to the SWPPP as required.

MS4 Program Assistance – Ocean Springs, Pass Christian, Long Beach & Moss Point, MS: Program Manager. Damon supported multiple Mississippi Gulf Coast municipalities in updating their MS4 programs to meet current MDEQ permit requirements. His work included modernizing Stormwater Management Plans and SWPPPs, and assisting with updates to post-construction, erosion control, and illicit discharge ordinances. He also contributed to required MS4 compliance activities such as supporting annual reporting, construction site stormwater compliance inspections, municipal facility inspections, and SWPPP updates, tasks consistent with MS4 program obligations including inspection support, ordinance assistance, and stormwater program documentation.

Stephen Ball, EI — Project Manager

Stephen Ball joined Neel-Schaffer in 2023 as an Engineer Intern in the Hattiesburg office, bringing experience in roadway, traffic, sidewalk, stormwater, and site development design. Since 2024, he has managed the City of Hattiesburg's MS4 contract, overseeing field inspections such as construction site stormwater compliance checks, municipal facility inspections, and basin-based outfall assessments, as well as preparing reporting documentation and participating in stakeholder and committee meetings required under the MS4 program.

Years of Experience: 4 | **Education:** Bachelor of Science, Civil Engineering, Mississippi State University, 2022 | **Registrations/Certifications:** Engineer Intern: Mississippi #33555

Project Experience:

City of Hattiesburg – MS4 Stormwater Program Management: Client Manager. Stephen leads the implementation of the City's MS4 Program, managing coordination of Stormwater Steering Committee meetings and overseeing monthly construction site stormwater compliance inspections. He provides technical assistance with stormwater ordinances and directs annual inspections of municipal facilities, stormwater outfalls, and post-construction stormwater controls on the City's rotating basin schedule. Stephen prepares required documentation for the Annual Stormwater Report submitted to MDEQ, maintains program records, and ensures updates to the SWPPP are completed as needed.

Stormwater Inspection Team

Neel-Schaffer maintains a highly trained team of stormwater inspectors who collectively support MS4-related field activities across Mississippi. This group is equipped to perform the full range of inspection services identified in the MS4 program scope, including monthly construction-site compliance inspections, municipal facility evaluations, outfall and inlet inspections, and post-construction stormwater facility assessments. Their work ensures consistent adherence to MS4 permit requirements and supports the City's ongoing compliance responsibilities.

The Hattiesburg office provides a solid foundation for these services with a team of certified inspectors and engineers who deliver comprehensive field support. The project team includes Hunter Robinson, EI; Billy Taylor; Mack Shattles; and Trish Dewey. Each team member holds MDEQ stormwater certifications, which allows them to perform construction oversight, facility inspections, and stormwater compliance documentation. Their combined experience supports recurring inspections, accurate record keeping, and broader program needs such as annual reporting and coordination with municipal staff.

As a unified group, the Hattiesburg inspection team supports the City's stormwater program by providing reliable field coverage, consistent documentation, and skilled technical support. Their varied backgrounds and collective expertise allow them to respond to inspection needs across multiple project types while ensuring compliance with MS4 regulatory standards.

Additional Team Information Placeholder

Our team also has additional support staff available as needed, including program managers, specialty reviewers, GIS personnel, and QA/QC resources. These individuals can be incorporated at any point to provide supplemental expertise, ensure quality, and strengthen the overall delivery of services.

20+ YEARS OF MS4 EXPERIENCE

Neel-Schaffer brings decades of proven, hands-on experience managing MS4 programs across Mississippi. Our team has served as the Stormwater Program Manager for multiple municipalities, delivering full-spectrum MS4 compliance support that includes construction site inspections, municipal facility inspections, basin and outfall inspections, post-construction evaluations, ordinance support, annual report preparation, public education and outreach, and comprehensive program documentation.

Through long-term partnerships with our client cities, we have gained a deep understanding of MS4 regulatory requirements and the practical needs of municipal stormwater programs. From the information available, Neel-Schaffer has been performing MS4 services for Moss Point for 10 years, Long Beach for over 10 years, and Ocean Springs for 7 years, demonstrating our sustained commitment to delivering consistent, compliant, and proactive stormwater program management.

For the City of Hattiesburg alone, Neel-Schaffer has supported MS4 implementation continuously since the program's inception, providing services such as:

Stormwater Steering Committee coordination

- Monthly/quarterly construction site inspections
- Annual municipal facility inspections
- Basin-level outfall and inlet inspections
- Annual post-construction inspections and reporting
- Stormwater Pollution Prevention Plan updates
- Public outreach and education program support
- Comprehensive MS4 audit preparation and documentation

This long-standing history across multiple municipalities underscores our ability to support MS4 programs not only administratively, but strategically, helping each community maintain compliance, improve stormwater quality, and strengthen program efficiency year after year.

City of Hattiesburg MS4 Stormwater Program Support | *Hattiesburg, Mississippi*

Over 20 Years

For more than two decades, Neel-Schaffer has supported the City of Hattiesburg in implementing and managing its Municipal Separate Storm Sewer System (MS4) Program. Through multiple consecutive contracts, including most recently the 2014, 2017, and 2022–2025 agreements, the firm has consistently served as the City's Stormwater Program Manager, providing comprehensive technical, administrative, and regulatory compliance services.

REPRESENTATIVE MS4 SERVICES PROVIDED

Program Administration & Coordination

- Serve as Stormwater Program Manager for Hattiesburg's MS4 Program
- Coordinate and attend Stormwater Steering Committee meetings
- Maintain records of meetings, inspections, reports, and program tasks

Construction Site Stormwater Compliance

- Conduct construction site stormwater compliance inspections:
  - Quarterly inspections (2014 & 2017 contracts)
  - Monthly inspections (2022–2025 contract)
- Provide technical support and assistance with stormwater ordinances

Municipal Facilities & Basin Inspections

- Perform annual municipal facilities inspections
- Conduct outfall and inlet inspections by basin, including rotating annual basin inspection schedule

Post-Construction Stormwater Management

- Conduct annual post-construction inspections for stormwater facilities throughout the city

Public Education & Outreach

- Provide outreach and education, including school/civic presentations and development of materials
- Assist with organization of the Household Hazardous Waste Day and preparation of PSA announcements
- Support maintenance and updates to the City's stormwater website

Annual Reporting & Record Management

- Prepare the Annual Stormwater Report for submission to MDEQ
- Conduct annual MS4 audits or program reviews (2014 & 2017 contracts)
- Update the Stormwater Pollution Prevention Plan (SWPPP) as required

RESULTS & IMPACT

Over 20 years of partnership, Neel-Schaffer's support has helped the City of Hattiesburg:

Consistent implementation of MS4 program requirements through annual inspections, reporting, and documentation

Regular construction, municipal facility, and basin inspections to ensure compliance with stormwater regulations

Ongoing public awareness and education through outreach, events, and materials

Comprehensive program management that reduces administrative burden for city staff while supporting MDEQ compliance.

City of Long Beach and Moss Point MS4 Stormwater Program Support |

Long Beach and Moss Point, Mississippi

Over 10 Years

Neel-Schaffer supports the Cities of Long Beach and Moss Point by delivering comprehensive MS4 stormwater program services that help each community meet its Municipal Separate Storm Sewer System permit requirements issued by MDEQ. Our work includes coordinating key stormwater committee activities, conducting construction, municipal facility, and basin inspections, assisting with ordinance and technical needs, and preparing the required Annual Stormwater Report, all in alignment with federal, state, and local regulations.

REPRESENTATIVE MS4 SERVICES PROVIDED

Program Administration & Coordination

- Coordinate and attend Stormwater Steering Committee Meetings
- Serve as Stormwater Program Manager to support annual MS4 permit requirements
- Coordinate with City personnel regarding the current SWMP, policies, and procedures to prepare and deliver the Annual Report to MDEQ
- Assist City personnel with implementing updates to the SWMP, if necessary
- Maintain records of meetings, inspections, reports, and completed program tasks

Construction Site Stormwater Compliance

- Conduct monthly construction site stormwater compliance inspections for all active sites
- Provide technical assistance related to stormwater ordinances and site plan review needs

Municipal Facilities & Basin Inspections

- Perform annual Municipal Facilities Inspections
- Conduct annual outfall and inlet stormwater inspections within identified major drainage basins on a rotating schedule

Post-Construction Stormwater Management

- Conduct annual inspections of all post-construction stormwater facilities within city limits and provide compliance documentation

Public Education & Outreach

- Support stormwater outreach efforts such as school presentations, civic engagement, website updates, and Household Hazardous Waste events

Annual Reporting & Record Management

- Prepare the Annual Stormwater Report for submission to MDEQ
- Maintain comprehensive records of inspections, meetings, program activities, and compliance documentation

Long Beach, Mississippi

RESULTS & IMPACT

Over TEN years of partnership, Neel-Schaffer's support has helped the City of Long Beach:

- Maintain consistent MS4 compliance
- Improve stormwater system performance through systematic inspections
- Strengthen local environmental stewardship
- Enhance public awareness of stormwater responsibilities
- Reduce administrative burden through dependable program management

Ocean Springs MS4 Stormwater Program Support | *Ocean Springs, Mississippi*

Over 7 Years

Neel-Schaffer, Inc. has provided continuous professional support to the City of Ocean Springs for the implementation and management of its Municipal Separate Storm Sewer System (MS4) Stormwater Management Program (SWMP) across multiple contract years, beginning with the 2018–2019 permit year and continuing through 2026. Over this long-standing partnership, Neel-Schaffer has assisted the City with annual reporting, program updates, ordinance and policy support, municipal facility inspections, and documentation required for MS4 compliance.

Across each annual agreement, Neel-Schaffer's role has been to collaboratively support the City's SWMP by working directly with City personnel, maintaining compliance with Mississippi Department of Environmental Quality (MDEQ) requirements, ensuring accurate documentation, and assisting in meeting the six minimum control measures established by the MS4 program. This work reflects the City's ongoing commitment to environmental stewardship and Neel-Schaffer's proven dedication to consistent, high-quality MS4 program management.

REPRESENTATIVE MS4 SERVICES PROVIDED

Neel-Schaffer's responsibilities under this agreement include the following key tasks:

Program Coordination & SWMP Administration

- Coordinate with City personnel regarding the current SWMP, policies, and procedures
- Assist with implementing changes or updates to the SWMP when necessary, including adjustments identified in the Annual Report

Annual Reporting & Documentation Compliance

- Prepare and deliver the required Annual Report to MDEQ each year
- Review the City's stormwater program to ensure proper documentation of compliance.

Municipal Facilities & Basin Inspections

- Assist City staff with municipal facility inspections when requested

Ordinance and Policy Assistance

- Provide technical support and assistance with ordinances, as needed, to support the SWMP

Six Minimum Control Measures Support

Across multiple agreements, Neel-Schaffer provided City staff with support for tasks associated with the six minimum measures, including:

- Public education and outreach
- Public participation and involvement
- Illicit discharge detection and elimination
- Construction site stormwater runoff control
- Post-construction stormwater management
- Pollution prevention/good housekeeping for municipal operations

Historical Scope Enhancements

Over time, Ocean Springs' contract scopes have remained highly consistent, with some annual variations including:

- Review of SWPPP and past compliance audit reports (2018-2019)
- Specific tasks tied to ordinance updates (2022–2023
- Support for preparing annual report revisions (2023–2024)

Contract Periods

Each contract period from 2018 through 2026 consistently, this reflects a long-term, stable engagement between the City and Neel-Schaffer that ensures reliable, uninterrupted MS4 program support year after year.

RESULTS & IMPACT

Over SEVEN years of partnership, Neel-Schaffer's support has helped Ocean Springs:

Ensuring consistent, timely submission of required MS4 Annual Reports to MDEQ

Supporting the City's ability to maintain compliance with evolving stormwater regulations and program requirements

Enhancing documentation, reporting accuracy, and organizational readiness for audits and reviews

Improving internal processes through coordination with City staff, policy guidance, and SWMP refinement

Supporting the City across all six minimum control measures, reinforcing stormwater quality protection and public education efforts.

ORGANIZATIONAL CAPACITY

Neel-Schaffer is a multi-disciplined engineering, planning, and construction management firm founded in 1983. Today, the firm is one of the largest private, employee-owned engineering companies in the South, operating with over 650 employees across 39 offices in nine states. This extensive regional presence and depth of professional staff provide the capacity necessary to support the City of Hattiesburg's MS4 program efficiently and reliably.

Mississippi Office Presence

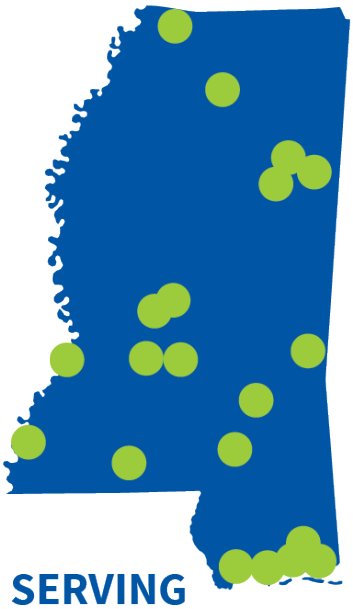
With 20 offices located throughout Mississippi, including a fully staffed office in Hattiesburg, Neel-Schaffer is uniquely positioned to provide timely, responsive, and locally informed support to the City. Our geographic coverage ensures rapid deployment of personnel, direct accessibility for project coordination, and a deep understanding of Mississippi-specific stormwater management regulations and field conditions.

Key Personnel Capacity

As part of this effort, Neel-Schaffer offers the direct support of professionals with extensive MS4, stormwater inspection, permitting, and regulatory compliance experience. This includes team members such as Neel-Schaffer, whose background includes:

- Decades of experience in stormwater management, environmental compliance, and NPDES-related program implementation
- A proven record supporting municipalities with MS4 program administration, documentation, and reporting
- Hands-on experience conducting site inspections, annual facility assessments, basin inspections, and post-construction stormwater evaluations
- Strong working relationships with Mississippi regulatory agencies and a deep understanding of state-specific stormwater requirements

This combination of technical expertise, long-standing regulatory familiarity, and municipal support experience ensures the City receives informed, high-quality guidance throughout the duration of the contract.



Ability to Perform

Neel-Schaffer brings the capacity, staffing depth, and specialized qualifications necessary to fully support the City of Hattiesburg's MS4 stormwater program. Our ability to perform is strengthened by

1. Adequate Staffing Resources

With 650+ employees across a multi-state footprint, including engineers, environmental scientists, stormwater specialists, GIS analysts, and MS4 program managers, Neel-Schaffer has ample personnel available to meet all project demands, even during peak inspection or reporting periods.

We maintain a dedicated team of certified stormwater inspectors and field staff who perform:

- Monthly construction site inspections
- Annual municipal facility inspections
- Basin and post-construction BMP assessments
- SWPPP updates and compliance reviews

2. Proven MS4 Program Experience

Our team routinely supports municipalities across Mississippi and the Southeast with:

- MS4 annual reporting
- BMP evaluation and tracking
- Construction oversight and inspection
- Compliance audits and documentation management
- Stormwater committee participation
- Public education and outreach support

This experience ensures Hattiesburg receives a consultant who already understands the regulatory environment, document requirements, timelines, and expectations of Mississippi DEQ.

3. Geographic Coverage for Rapid Response

With a local Hattiesburg office and 20 total offices in Mississippi, our team can be on-site quickly, respond to inspection needs without delay, and coordinate directly with City staff. This footprint results in:

- Faster turnaround on inspections and reports
- Immediate availability for stormwater committee meetings
- Flexibility to provide additional personnel if workloads increase

4. Sufficient Understanding of Project Requirements

Neel-Schaffer fully understands the City's responsibilities under the MS4 permit and the consultant's role in meeting those obligations. Our team is experienced in coordinating with public works, engineering, and environmental divisions to manage documentation, track BMP performance, and ensure that all required inspections, records, and reporting elements are completed accurately and on time.

Project Staffing and Assigned Personnel

Neel-Schaffer will assign a qualified team of engineering and stormwater professionals to support the City of Hattiesburg's MS4 program. The following four staff members will serve as the core project team, supported by Neel-Schaffer's trained Stormwater Inspection Team to perform RFQ-required field activities. This staffing structure fully meets the RFQ requirement to identify the number and title of personnel assigned to provide services

1. Dustin Gatlin, PE — Client Manager

Dustin brings 18 years of experience in civil engineering and project management, with a background that includes water and sewer system design, stormwater management, transportation projects, site development, and construction administration. He also previously managed a staff of 80 while overseeing facilities engineering and capital projects for a regional healthcare system. In addition to this experience, Dustin now serves as the Engineer Manager for the Hattiesburg office, lives just minutes away, and remains readily available for rapid on-site support and client communication.

Role on this project: Client coordination, executive-level oversight, quality assurance, and high-level program leadership.

2. Damon Torricelli, PE — Program Manager

Damon brings more than 38 years of experience in municipal engineering, including 27 years with the City of Biloxi Public Works Department and 15 years as City Engineer. His background spans stormwater management, permitting, construction administration, MDOT coordination, and municipal operations. As Neel-Schaffer's Program Manager for all MS4 contracts, Damon serves as the firm's overarching technical expert in MS4 compliance. His extensive knowledge in regulatory requirements, program implementation, and municipal stormwater operations allows clients to benefit from a seasoned specialist who provides high-level guidance across all aspects of MS4 program performance.

Role on this project: Day-to-day project management, oversight of MS4 compliance activities, meeting participation, and coordination of inspection and reporting tasks.

3. Stephen Ball, EI — Project Manager

Stephen is an Engineer Intern in the Hattiesburg office with experience in roadway, stormwater, intersection, sidewalk, traffic signal, and site development design. For this contract, Stephen will serve as the Project Manager responsible for managing the day-to-day activities of the program. He will work under the direction of Program Manager Damon Torricelli to ensure all inspection, documentation, BMP tracking, GIS updates, and MS4 reporting tasks are carried out efficiently and accurately.

Role on this project: Day-to-day project management; coordination of inspections; documentation and BMP tracking; GIS updates; and preparation of MS4 reporting materials under the guidance of the Program Manager.

4. Stormwater Inspection Team — Certified Stormwater Inspectors

Neel-Schaffer maintains a trained team of stormwater inspectors supporting MS4 programs across Mississippi. Their experience includes:

- Monthly construction-site compliance inspections
- Annual municipal facility evaluations
- Outfall and inlet inspections for major drainage basins
- Annual post-construction stormwater facility inspections

Role on this project: Performing all required field inspections identified in the RFQ, ensuring consistent, timely, and compliant documentation.

Project Readiness and Commitment

Neel-Schaffer is prepared to continue the strong support we have provided to the City of Hattiesburg for more than 20 years and to remain a committed partner from the first day of this new contract.
With a dedicated team of engineering professionals, certified stormwater inspectors, and a strong local presence backed by extensive statewide resources, we are positioned to deliver timely, responsive, and high-quality MS4 program services. Our staffing structure, technical capabilities, and deep understanding of Mississippi stormwater requirements ensure that every task outlined in the RFQ will be completed accurately, efficiently, and in full compliance with regulatory expectations. Neel-Schaffer remains committed to providing dependable program support, maintaining open communication with City staff, and serving as a long-term partner in advancing the City's stormwater management goals.

NEEL-SCHAFFER

704 Hardy Street
Hattiesburg, MS 39401
www.neel-schaffer.com

Memorandum

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

From:

cc:

Date: **Tuesday, May 19, 2026**

Re: **Acknowledge receipt of request filed by Louis Gagnet to appeal the Hattiesburg Planning Commission's action on the petitions filed by The Housing Authority for the City of Hattiesburg/Judy Mellard, Applicants, to close a portion of Kamper Street between Briarfield Street and E 2nd Street and a portion of E 3rd Street between Ryan Street and Gordon Street (Ward 2, Forrest County) and to alter a platted subdivision known as the Hardy and Scott Survey of the City of Hattiesburg Subdivision and request approval for a preliminary plat (Ward 2, Forrest County). The Hattiesburg Planning Commission voted to recommend approval of the petition on May 6th, 2026. Set a public hearing before the City Council on June 15, 2026, at 4:00 pm, and authorize the publication of a Public Notice setting an Appeal Public Hearing.**
File Number: 2026-389
Minute Book #

Summary

Recommendation Statement

Please place this on the May 19, 2026 City Council meeting for consideration.

Memorandum

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

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

cc: **Ann Jones**

Date: **Tuesday, May 19, 2026**

Re: **Acknowledge the Hattiesburg Planning Commission's decision to approve a variance from Article 6, Section E of the Flood Ordinance, which states that qualifying historic structures may apply for a flood variance from the requirement to elevate or flood-proof the structure, for a structure at 213 Main Street (PPIN 18526, Forrest County, Ward 4).**
File Number: 2026-365
Minute Book #

Summary
Acknowledge the Hattiesburg Planning Commission's decision to approve a variance from Article 6, Section E of the Flood Ordinance, which states that qualifying historic structures may apply for a flood variance from the requirement to elevate or flood-proof the structure, for a structure at 213 Main Street (PPIN 18526, Forrest County, Ward 4). The Hattiesburg Planning Commission voted to approve the variance on May 6th, 2026.

Recommendation Statement
The Hattiesburg Planning Commission voted to approve the variance on May 6th, 2026.

Please place this on the May 19, 2026 City Council meeting for consideration.

URBAN DEVELOPMENT
PLANNING DIVISION

Quick Facts:

Applicant:

Beau Roberts

Address:

213 Main Street

Zoning:

B-4

Future Land Use:

Downtown

Historic District:

Hub City Downtown

Overlay District(s):

N/A

Flood Zone:

AE, SX, X

Ward:

4

County:

Forrest

PPIN Number(s):

18536

Parcel Number(s):

2-029I-10-131.00

Hattiesburg Planning Commission
Planning Division
Item D - Staff Report
May 6th, 2026

Property Area Image

Applicant's Request:

Historic Flood Variance Request - Beau Roberts, Applicant, requests a variance from Article 6, Section E of the Flood Ordinance, which states that qualifying historic structures may apply for a flood variance from the requirement to elevate or flood-proof the structure, for a structure at 213 Main Street (PPIN 18536, Forrest County, Ward 4).

Proposed Façade Renovations

Background and History

Surrounding Area Image

The building is constructed below the Base Flood Elevation (BFE) established by FEMA and it is appraised at $82,669 per the Forrest County Tax Records with an improvement valuation of $380,000. The Flood Damage Prevention Ordinance defines this as a substantial improvement to the facility (improvements made that exceed 50% of the structure's value that take place over a ten-year period). A structure in a hazardous flood zone that proposes Substantial Improvement must come into compliance with the Flood Damage Prevention Ordinance or may apply for a variance from these requirements if qualifying.

This applicant has met the requirements of Chapter 10. Article 6. Section E. 1-3 as a "Bona fide historic structure." Planning Commission approval is required for "Flood Variances." Planning Commission is the final decision on this variance, unless appealed to City Council. See the included Flood Ordinance for guidance.

Historic Photograph c.1950

The **Base Flood Elevation is 149.50'**. This is the estimated level of water in a 100-year flood event. The **elevation of the building's first floor is 148.90**'. A compliant building would need an elevation of at least 150.5', be floodproofed, or be provided relief from the code through a Historic Flood Variance.

In consideration of approving a historic flood variance, the planning commission should consider the feasibility of compliance with either elevation or "floodproofing", and whether these changes would destroy or irreparably alter the historic character of the structure. They should also weigh the potential impacts of the improvements in its flood risk to the property, adjacent properties, or surrounding areas.

Historic Photograph c.1940

Future Land Use:

Downtown District: The Downtown District is the historic central business district. In this district, land uses are promoted that are consistent with the special character and quality befitting the historic center of commerce and public activity. The historic development patterns and building arrangements are promoted and should be reinforced through amendments to the Land Development Code.

District Characteristics The characteristics of this district include the following: buildings that are constructed to the front property line and share common walls with adjacent buildings; onstreet parking areas or shared parking in public lots; mixed land uses, including residential uses, within the same building; a higher percentage of publicly-owned buildings and lands; public parks and small private courtyards and green spaces; and an overall higher density of development.

District Land Uses The following land uses should be found in this district: various types of retail and service businesses, such as specialty shops and restaurants; anchor businesses, such as grocery stores, that draw residents to the district; public uses, such as city, county, state and federal offices, public parks and community centers; higher density residential uses, including condominiums and second-floor apartments; arts-related businesses, museums and cultural centers; and offices and employment centers.

Codes and Regulations

SECTION 4: Zoning Districts Established

4.5.11 B-4 Downtown Business District: The Downtown Business District is intended to promote the concentration and vitality of commercial and business uses in the historic central business area of the City and as such, encourages a mixture of complementary uses with a pedestrian orientation. This district is characterized by wall-to-wall and lot-line-to-lot-line

development, pedestrian walkways, a vertical mix of uses, upper floor residential uses, and off-street public parking lots.

Surrounding Area Image

ORDINANCE 3294

Definitions

Substantial Improvement: The term "substantial improvement" means any combination of reconstruction, rehabilitation, or other improvement of a structure taking place during a ten-year period in which the cumulative percentage of improvement equals or exceeds 50 percent of the current market value of the structure before the start of construction of the improvement. The costs for determining substantial improvement include the costs of additions. This term "substantial improvement" includes structures which have incurred repetitive loss or substantial damage, regardless of the actual repair work performed.

(2) The term "substantial improvement" does not apply to:

a. Any project for improvement of a building required to correct existing violations of state or local existing health, sanitary, or safety code specifications which have been identified by the code enforcement official and which are minimum necessary to assure safe living conditions, provided that said code deficiencies were not caused by neglect or lack of maintenance on the part of the current or previous owners; or

b. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

Article 6, Section E: Historic structures.
Variances may be issued for the repair or rehabilitation of historic structures only upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum to preserve the historic character and design of the structure.

(1) The building must be a bona fide historic structure. As followed by definition.

(2) The project must maintain the historic status of the structure. If the proposed improvements to the structure will result in it being removed from or ineligible for the National Register or federally-certified state or local inventory, then the proposal cannot be granted an exemption from the substantial

improvement rule. Written review and approval of proposed plans by the local historic preservation board and/or the historic planner, if it is federally-certified, or by the state historic preservation office. If the plans are approved, you can grant the exemption. If no, no exemption can be permitted.

(3) Take all possible flood damage reduction measures. Even though the exemption to the substantial improvement rule means the building does not have to be elevated to or above BFE or be renovated with flood-resistant materials that are not historically sensitive, many things can and should be done to reduce the flood damage potential.

Article 6, Section E – Special Conditions

1) Upon consideration of the factors listed in this division, and the purposes of this article, the HPC may attach such conditions to the granting of variances as it deems necessary to further the purposes of this article

CODE OF ORDINANCES, CHAPTER 10, ARTICLE 6, SECTION E

Considerations and Basis for Approval

Applicant's Requests:

Recommend approval or denial for a historic flood variance from the requirement to elevate or flood-proof the structure, for a structure at 213 Main Street (PPIN 18536, Forrest County, Ward 4).

Basis for Approval:

Conditions for Flood Variances (Article 6, Section C of the Flood Damage Prevention Ordinance:

(a)Variances shall only be issued when there is:

(1)A showing of good and sufficient cause;

(2)A determination that failure to grant the variance would result in exceptional hardship; and

(3) A determination that the granting of a variance will not result in increased flood heights, additional threats to public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

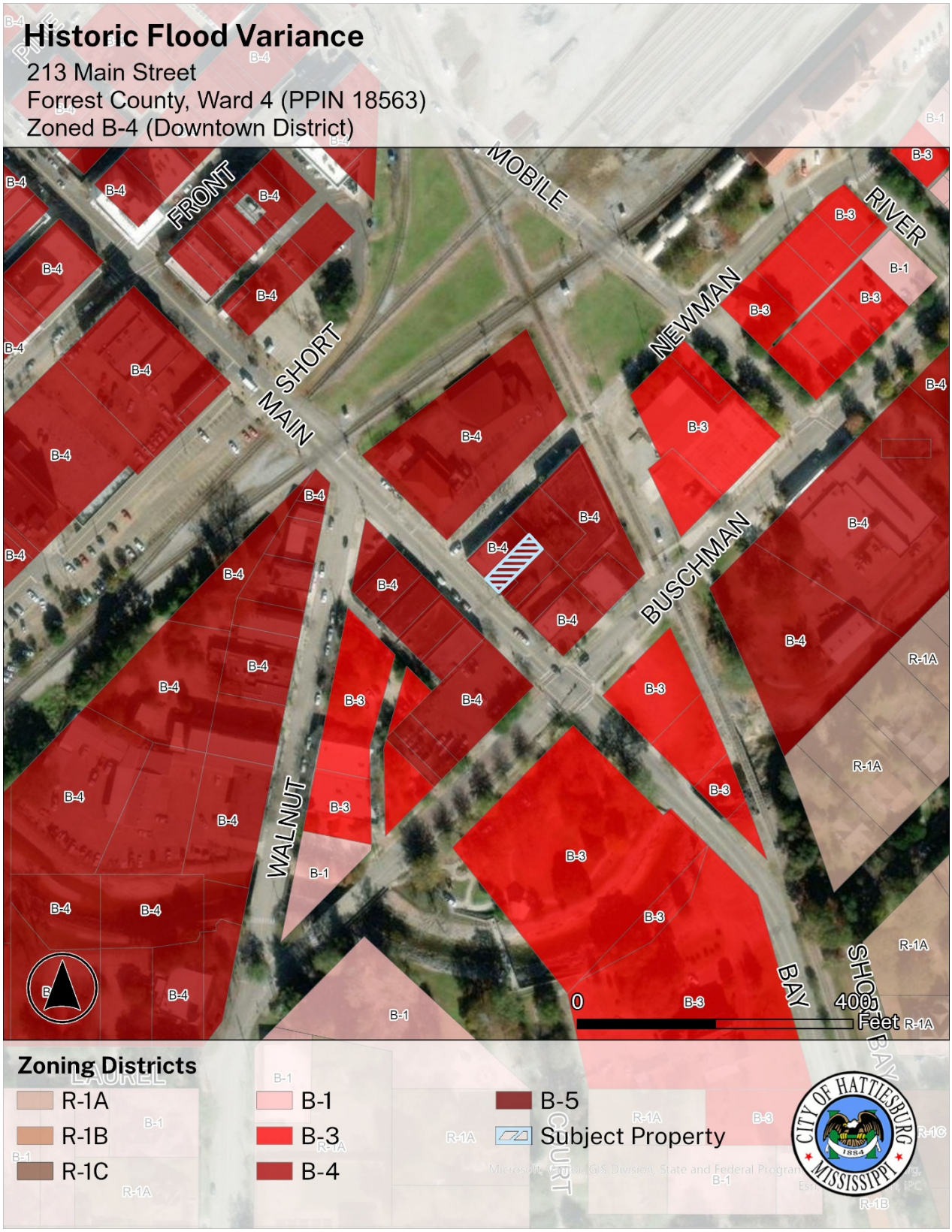
(b)The provisions of this article are minimum standards for flood loss reduction; therefore, any deviation from the standards must be weighed carefully. Variances shall only be issued upon a determination that the variance is the minimum necessary deviation from the requirements of this article, considering the flood hazard, to afford relief. In the instance of a historic structure, a determination that the variance is the minimum necessary so as not to destroy the historic character and design of the building.

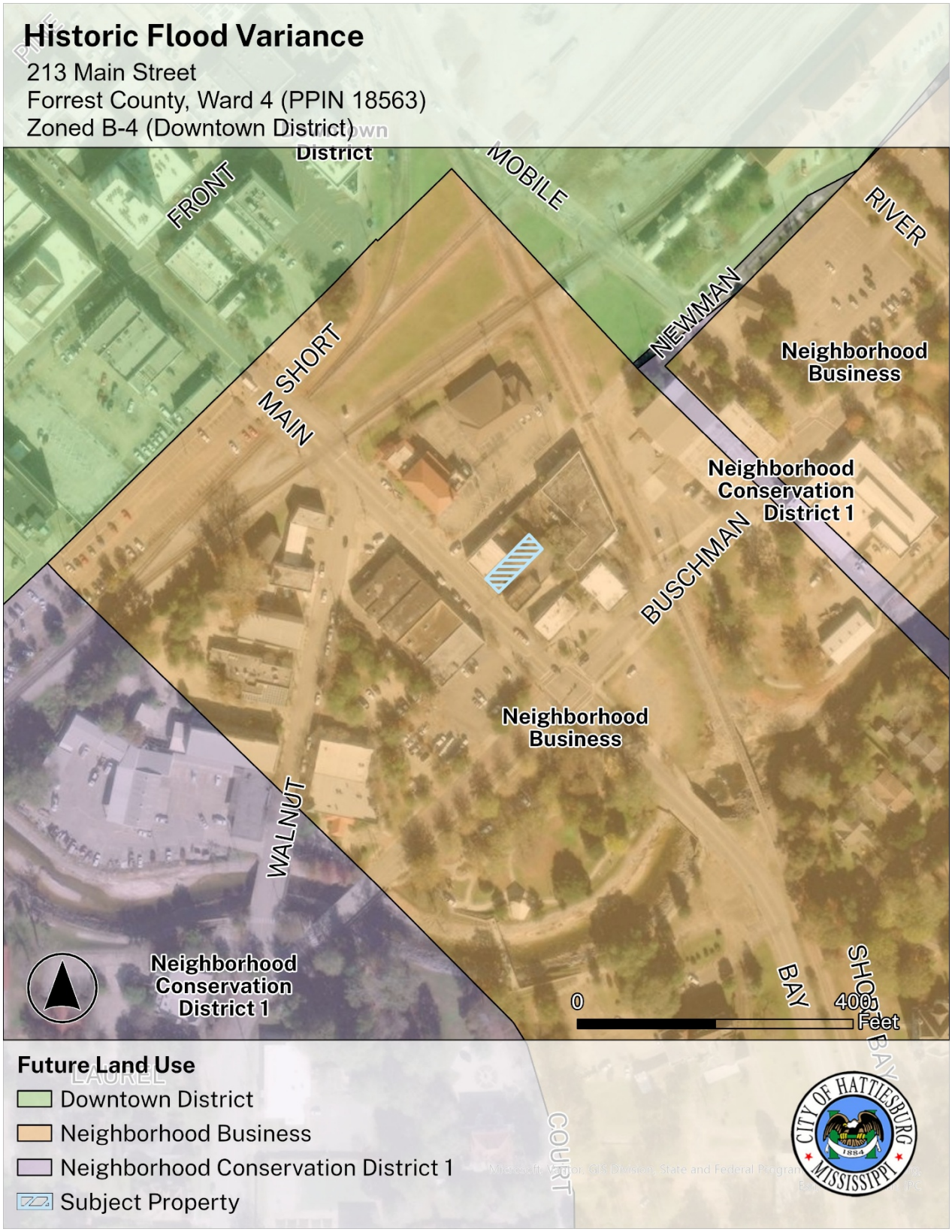
(c)Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation to which the lowest floor is to be built and stating that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

(d)The floodplain administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency and Mississippi Emergency Management Agency upon request.

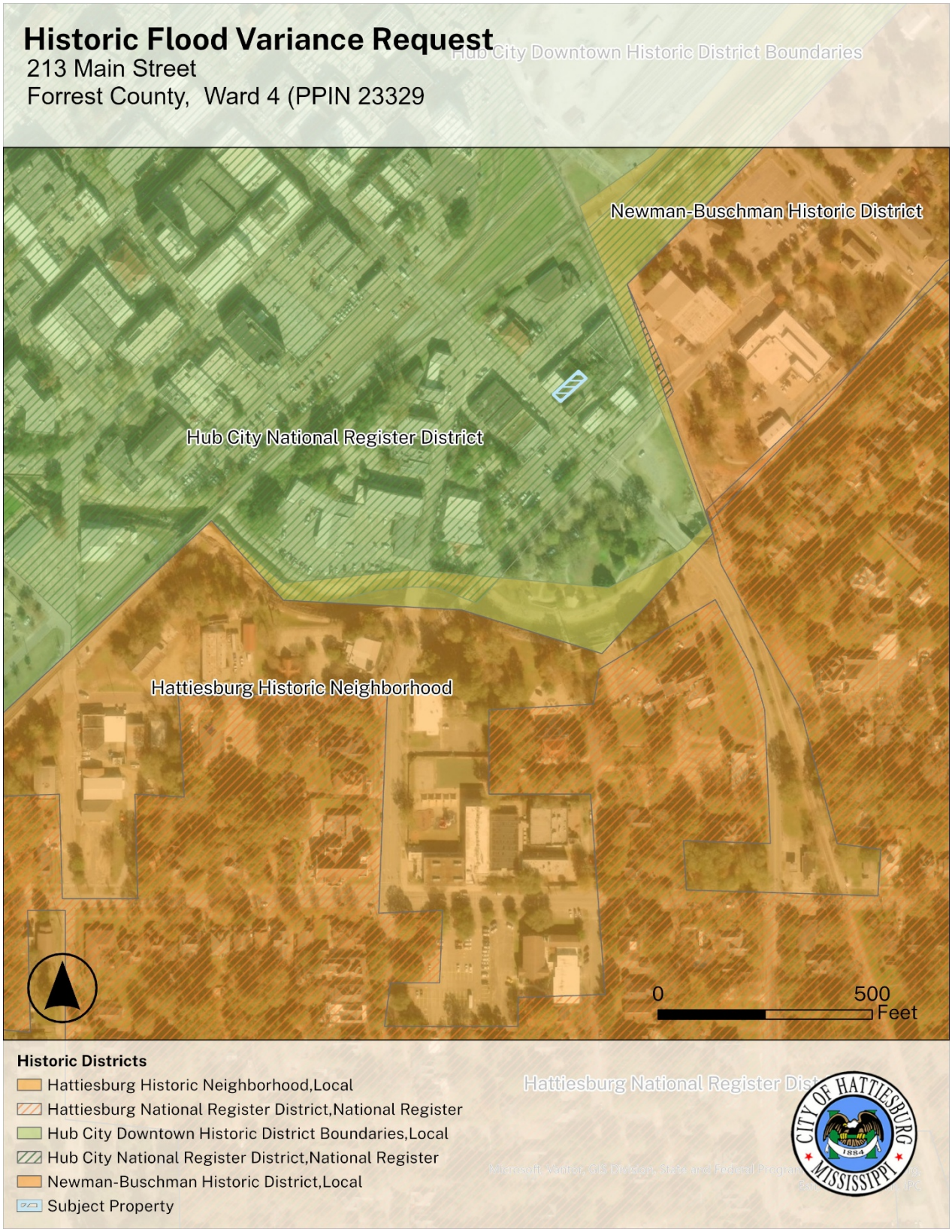
(e)Upon consideration of the factors listed above and the purposes of this article, the HPC may attach such conditions to the granting of variances as it deems necessary to further the purposes of this article.

(f)Variances shall not be issued "after the fact."


Historic Flood Variance
213 Main Street
Forrest County, Ward 4 (PPIN 18563)
Zoned B-4 (Downtown District)
FRONT
MOBILE
RIVER
NEWMAN
SHORT
MAIN
BUSCHMAN
WALNUT
BAY
SHORE
COURT
0
400
Feet
Zoning Districts
R-1A
R-1B
R-1C
B-1
B-3
B-4
B-5
Subject Property
CITY OF HATTIESBURG
1884
MISSISSIPPI


Historic Flood Variance
213 Main Street
Forrest County, Ward 4 (PPIN 18563)
Zoned B-4 (Downtown District)
FRONT
MOBILE
RIVER
NEWMAN
SHORT MAIN
BUSCHMAN
WALNUT
BAY
SHORE
Neighborhood Business
Neighborhood Conservation District 1
Neighborhood Business
Neighborhood Conservation District 1
0
400
Feet
Future Land Use
Downtown District
Neighborhood Business
Neighborhood Conservation District 1
Subject Property
CITY OF HATTIESBURG
MISSISSIPPI
1884

Historic Flood Variance
213 Main Street
Forrest County, Ward 4 (PPIN 18563)
Zoned B-4 (Downtown District)
FRONT
MOBILE
RIVER
NEWMAN
SHORT
MAIN
BUSCHMAN
WALNUT
BAY
SHORE
0
400
Feet
Flood Zones & Wetlands
FLOODWAY AREA IN ZONE AE
ZONE A (100 yr flood - no elevation)
ZONE AE (100 yr flood w / elevation)
ZONE SX (500 yr flood)
Subject Property
CITY OF HATTIESBURG
1884
MISSISSIPPI


Historic Flood Variance Request
213 Main Street
Forrest County, Ward 4 (PPIN 23329
Hub City Downtown Historic District Boundaries
Newman-Buschman Historic District
Hub City National Register District
Hattiesburg Historic Neighborhood
0
500
Feet
Historic Districts
Hattiesburg Historic Neighborhood,Local
Hattiesburg National Register District,National Register
Hub City Downtown Historic District Boundaries,Local
Hub City National Register District,National Register
Newman-Buschman Historic District,Local
Subject Property
CITY OF HATTIESBURG
1884
MISSISSIPPI

Site Aerial

315
125
113
107
215
213
216
Main St
211
207
104
222
214
201
205
210
203
127
100
Newman St
Buschman St
Main St and Buschman St
Sun Feb 1 2026
Imagery © 2026 Nearmap, HERE
20 ft
Nearmap

HISTORIC FLOOD VARIANCE APPLICATION

City of Hattiesburg – Planning Division
PO BOX 1898 – Hattiesburg, MS 39403-1898 | Phone (601)- 545-4599 |
planning@hattiesburgms.com

Instructions: This form is to be attached to a public hearing application for a Historic Flood Variance, pursuant to the Flood Damage Prevention Ordinance (Ordinance no. 3294)

Property Address: 213 Main Street

Historic District of Structure: Downtown

Property Owner: Mike and Lori Brechtel

Applicant (if different from owner): Been Bobs Construction

Required Attachments:

- ☐ **Public Hearing Application**
- ☐ **Current Elevation Certificate (if available)**
- ☐ **Site plan, floor plan, or survey showing location and elevations**
- ☐ **Recent photos of the structure (all sides)**
- ☐ **Documentation of historic designation/status (National Register, local landmark, etc.)**
- ☐ **Any engineering reports, floodproofing designs, or mitigation plans**

The following conditions shall be met for approval of a Historic Flood Variance:

Variances may be issued for the repair or rehabilitation of historic structures only upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum to preserve the historic character and design of the structure.

- The building must be a bona fide historic structure.
- The project must maintain the historic status of the structure. If the proposed improvements to the structure will result in it being removed from or ineligible for the National Register or federally-certified state or local inventory, then the proposal cannot be granted an exemption from the substantial improvement rule. Written review and approval of proposed plans by the local historic preservation board and/or the historic planner, if it is federally-certified, or by the state historic preservation office. If the plans are approved, you can grant the exemption. If no, no exemption can be permitted.
- Take all possible flood damage reduction measures. Even though the exemption to the substantial improvement rule means the building does not have to be elevated to or above BFE or be renovated with flood-resistant materials that are not historically sensitive, many things can and should be done to reduce the flood damage potential. Examples include:
  - Locating mechanical and electrical equipment above the BFE or floodproofing it.
  - Elevating the lowest floor of an addition to or above the BFE with the change in floor elevation disguised externally.
  - Building the lowest floor of an addition with flood-resistant materials and providing hydrostatic openings.

The Hattiesburg Planning Commission may attach such conditions to the granting of variances as it deems necessary to further the purposes of the Flood Damage Prevention Ordinance.

HISTORIC FLOOD VARIANCE APPLICATION

City of Hattiesburg – Planning Division
PO BOX 1898 – Hattiesburg, MS 39403-1898 | Phone (601)- 545-4599 |
planning@hattiesburgms.com

Please answer the following questions:

1. **Flood Elevation & Risk:** What is the base flood elevation (BFE) for this property, and how does the existing historic structure relate to that elevation?

Please see the flood certificate. The floor height, 148.9, is significantly below the BFE 149.5. To satisfy the FEMA requirements the build would need to be raised 1.6 ft. This would drastically alter the front of the building and significantly limit the accessibility from the sidewalk.

2. **Hardship:** What specific flood damage prevention requirements cannot reasonably be met without compromising the historic character of the structure?

The building having a thick concrete slab and masonry walls cannot be raised above the flood plain without comprimising the historical integrity of the building

3. **Historic Status:** What is the historic designation/status of the property (e.g., local landmark, contributing structure, National Register)?

Local Landmark

4. **Preservation Impact:** Which historic features or character-defining elements would be affected by compliance with the ordinance, and how will the variance help preserve them?

If we were to pour 1.6 feet of concrete, it would shrink the doors and windows and significantly limit access into the building. Also, the structural framing member would have to be removed to pour the concrete and this could cause a collapse of the building.

5. **Alternatives Considered:** What alternative flood protection measures (e.g., dry floodproofing, elevating utilities, reversible modifications) were considered, and why were they not feasible?

Utilities will be raised above the BFE, drainage to be installed in the back yard and transported to the storm water taps (Taps to be made by the city). However the bottom floor of the building remains under the BFE.

6. **Mitigation Measures:** What measures will be taken to reduce flood risk if the variance is granted?

Utilities will be raised above the BFE, drainage to be installed in the back yard and transported to the storm water tap. (Taps to be made by the city.)

7. **Consistency with Ordinance:** How does granting this variance remain consistent with the intent of the Flood Damage Prevention Ordinance to minimize flood losses?

J

8. **Public Interest:** Would denial of the variance result in a unique hardship not shared by other properties, and how will approval avoid creating public safety issues or repetitive loss conditions?

The building is in significant disrepair and is in need of significant repair to remain standing. Not having the variance would inhibit us from repairing the building and making it habitable.

HISTORIC FLOOD VARIANCE APPLICATION

City of Hattiesburg – Planning Division
PO BOX 1898 – Hattiesburg, MS 39403-1898 | Phone (601)- 545-4599 |
planning@hattiesburgms.com

Scope of Work and Project Valuation

Provide a detailed description of all proposed work associated with this project. Include building area (square feet), type of construction, extent of alteration, and any associated site improvements. Attach plans, photos, or drawings as needed:

Complete renovation of the building. All electrical (knob and tub) and plumbing to be replaced. Installation of HVAC units. Significant structural repair.

Provide the estimated fair market cost of all materials and labor for the proposed work, whether donated or discounted. This includes all building, mechanical, electrical, and finishing work.

Estimated Cost of Improvement: $ 380,000

Pre-Improvement Market Value of Structure: $ _____

(Attach documentation, such as appraisal or tax assessment)

Percent of Improvement: _____%

Subsequent Improvements Disclaimer

Approval of this variance applies only to the specific project described herein. Any future additions, alterations, or improvements to the structure — whether within ten (10) years or later — shall be considered separate development activities and are subject to review for compliance with current floodplain management regulations.

The property owner acknowledges that a new variance may be required for any future improvements that:

- Constitute a *substantial improvement* under 44 CFR §59.1;
- Alter the lowest floor elevation or floodproofing design; or
- Change the nature, scope, or risk associated with the original variance approval.

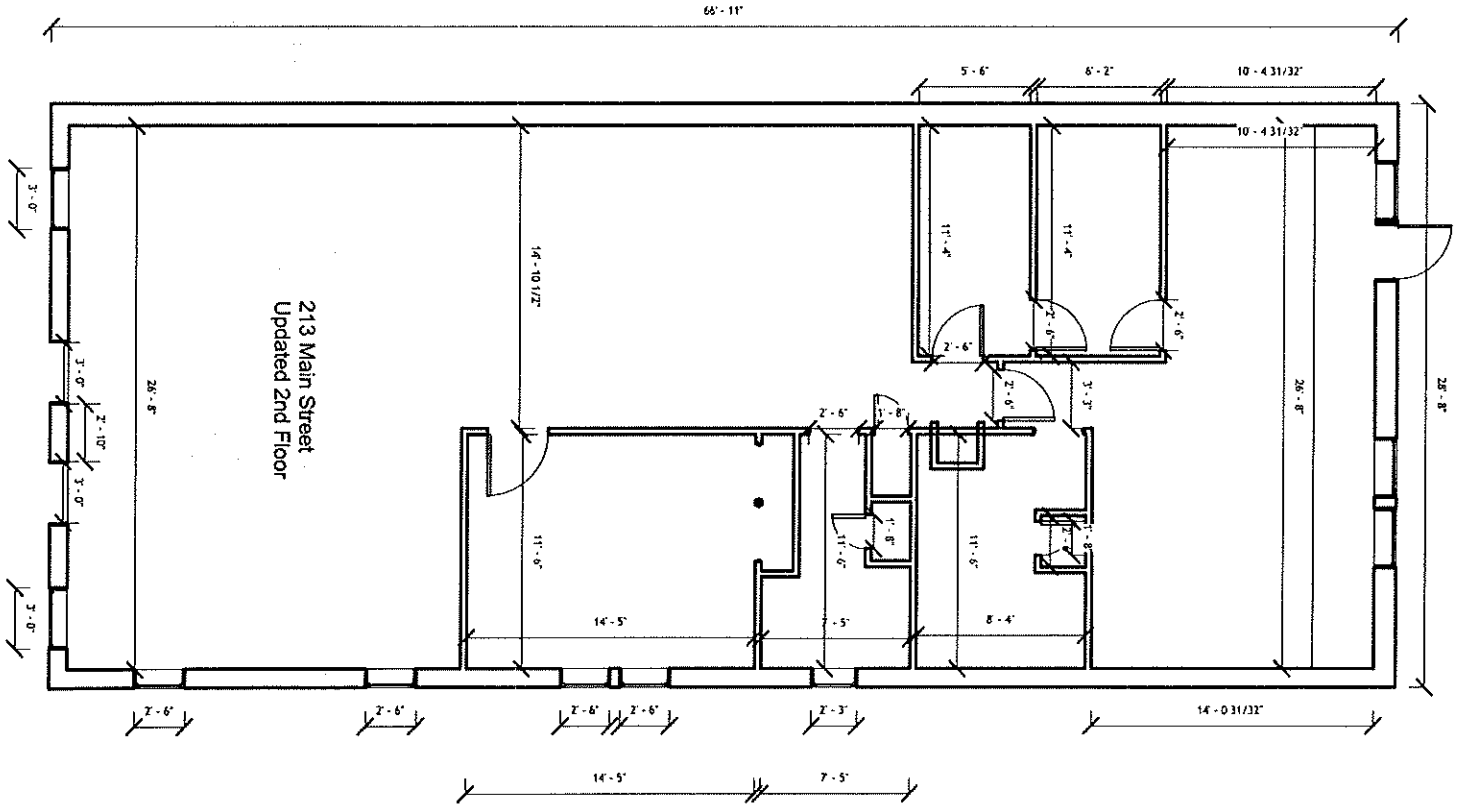
Nothing in this approval shall be construed to grant a permanent waiver from NFIP elevation or floodproofing requirements.

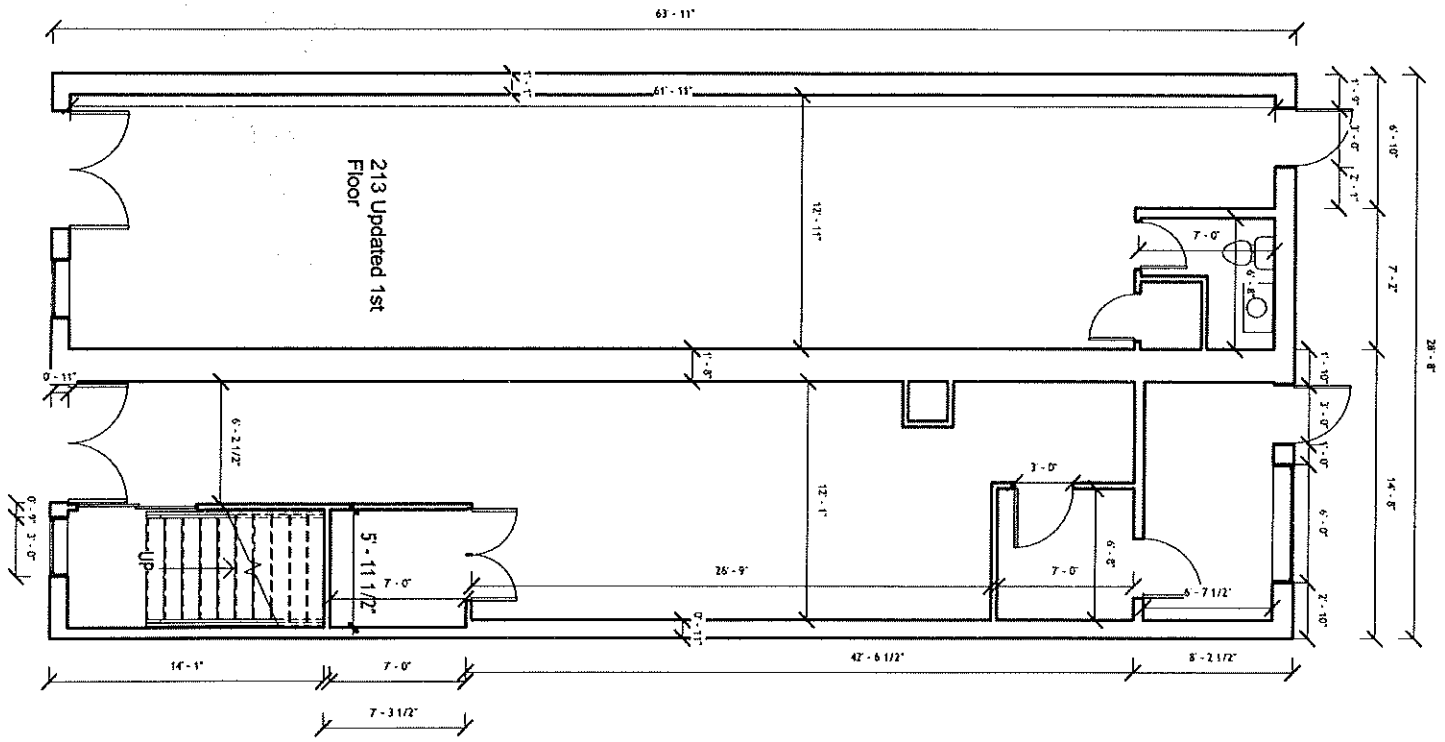
Certification & Acknowledgment

I hereby certify that the information provided in this application is true and complete to the best of my knowledge. I further acknowledge that I have reviewed and understand the requirements of the City of Hattiesburg's **Flood Damage Prevention Ordinance** and all applicable historic preservation regulations. If this variance is granted, I agree to comply with any conditions of approval and to implement all required flood risk reduction measures.

Signature: _____ Date: 2/20/26

Updated Version 10/20/2025


213 Main Street
Updated 2nd Floor
66' - 11"
5' - 6"
6' - 2"
10' - 4 31/32"
10' - 4 31/32"
3' - 0"
3' - 0"
2' - 10"
3' - 0"
3' - 0"
26' - 8"
14' - 10 1/2"
11' - 4"
11' - 4"
2' - 6"
2' - 6"
2' - 6"
2' - 6"
3' - 3"
2' - 6"
1' - 8"
11' - 6"
1' - 8"
11' - 6"
1' - 8"
11' - 6"
14' - 5"
7' - 5"
8' - 4"
26' - 8"
28' - 8"
2' - 6"
2' - 6"
2' - 6"
2' - 6"
2' - 3"
14' - 0 31/32"
14' - 5"
7' - 5"


213 Updated 1st Floor
63' - 11"
61' - 11"
12' - 11"
7' - 0"
6' - 0"
1' - 0"
3' - 0"
2' - 1"
6' - 10"
7' - 2"
28' - 8"
14' - 8"
1' - 10"
3' - 0"
1' - 0"
6' - 0"
2' - 10"
0' - 11"
6' - 2 1/2"
12' - 1"
3' - 0"
6' - 8"
7' - 0"
6' - 7 1/2"
0' - 9"
3' - 0"
Up
5' - 11 1/2"
7' - 0"
26' - 9"
0' - 11"
14' - 1"
7' - 0"
42' - 6 1/2"
8' - 2 1/2"
7' - 3 1/2"

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

213 MAIN ST. HATTIESBURG MS

Street Address City State

on this the 27th day of FEBRUARY, 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.

John David King

on this the 27th day of FEBRUARY, 2026

LORI BRECHTEL

Applicant (Print)

Lori Brechtel

Applicant (Signature)

STATE OF Mississippi

COUNTY OF Forrest

Personally came and appeared before me, the within named Lori Brechtel,

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 27th day of Febrnary, 2026.

Kaylee Franzen

NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 314767 KAYLEE FRANZEN Commission Expires April 28, 2026 FORREST COUNTY

My Commission Expires:

April 28, 2026

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

213 MAIN ST. HATTIESBURG MS,
Street Address City State

on this the 27th day of FEBRUARY, 20 26.

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.

John David King

on this the 27th day of FEBRUARY, 20 26.

LORI BRECHTEL
Property Owner (Print)

Lori Brechtel
Property Owner (Signature)

STATE OF ~~Forrest~~ MS

COUNTY OF Forrest

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 27th day of February, 20 26.

Kaylee Franzen
NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 314767 KAYLEE FRANZEN Commission Expires April 28, 2026 FORREST COUNTY

My Commission Expires:

April 28, 2026

National Flood Insurance Program

Elevation Certificate

and Instructions

2023 EDITION

FEMA

U.S. DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program

OMB Control No. 1660-0008
Expiration Date: 06/30/2026

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A – PROPERTY INFORMATION

FOR INSURANCE COMPANY USE

Policy Number:

Company NAIC Number:

A1. Building Owner's Name: Beau Bobs Construction

A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: 213 N Main Street

City: Hattiesburg State: MS ZIP Code: 39401

A3. Property Description (e.g., Lot and Block Numbers or Legal Description) and/or Tax Parcel Number: Parcel ID: 2-029I-10-131.00 PPIN: 18536

A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.): Commercial

A5. Latitude/Longitude: Lat. 31.325162 Long. -89.287907 Horiz. Datum: ☐ NAD 1927 ☒ NAD 1983 ☐ WGS 84

A6. Attach at least two and when possible four clear color photographs (one for each side) of the building (see Form pages 7 and 8).

A7. Building Diagram Number: 1A

A8. For a building with a crawlspace or enclosure(s):

a) Square footage of crawlspace or enclosure(s): n/a sq. ft.

b) Is there at least one permanent flood opening on two different sides of each enclosed area? ☐ Yes ☐ No ☒ N/A

c) Enter number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade:
Non-engineered flood openings: n/a Engineered flood openings: n/a

d) Total net open area of non-engineered flood openings in A8.c: n/a sq. in.

e) Total rated area of engineered flood openings in A8.c (attach documentation – see Instructions): n/a sq. ft.

f) Sum of A8.d and A8.e rated area (if applicable – see Instructions): n/a sq. ft.

A9. For a building with an attached garage:

a) Square footage of attached garage: n/a sq. ft.

b) Is there at least one permanent flood opening on two different sides of the attached garage? ☐ Yes ☐ No ☒ N/A

c) Enter number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade:
Non-engineered flood openings: n/a Engineered flood openings: n/a

d) Total net open area of non-engineered flood openings in A9.c: n/a sq. in.

e) Total rated area of engineered flood openings in A9.c (attach documentation – see Instructions): n/a sq. ft.

f) Sum of A9.d and A9.e rated area (if applicable – see Instructions): n/a sq. ft.

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1.a. NFIP Community Name: City of Hattiesburg B1.b. NFIP Community Identification Number: 280053

B2. County Name: Forrest B3. State: MS B4. Map/Panel No.: 28035C0108 B5. Suffix: D

B6. FIRM Index Date: 03/02/2010 B7. FIRM Panel Effective/Revised Date:

B8. Flood Zone(s): AE B9. Base Flood Elevation(s) (BFE) (Zone AO, use Base Flood Depth): 149.5

B10. Indicate the source of the BFE data or Base Flood Depth entered in Item B9:
☐ FIS ☒ FIRM ☐ Community Determined ☐ Other:

B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ☒ NAVD 1988 ☐ Other/Source:

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☒ No
Designation Date: ☐ CBRS ☐ OPA

B13. Is the building located seaward of the Limit of Moderate Wave Action (LiMWA)? ☐ Yes ☒ No

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: 213 N Main Street City: Hattiesburg State: MS ZIP Code: 39401	**FOR INSURANCE COMPANY USE** Policy Number: Company NAIC Number:

SECTION E – BUILDING MEASUREMENT INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO, ZONE AR/AO, AND ZONE A (WITHOUT BFE)

For Zones AO, AR/AO, and A (without BFE), complete Items E1–E5. For Items E1–E4, use natural grade, if available. If the Certificate is intended to support a Letter of Map Change request, complete Sections A, B, and C. Check the measurement used. In Puerto Rico only, enter meters.

Building measurements are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☐ Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

E1. Provide measurements (C.2.a in applicable Building Diagram) for the following and check the appropriate boxes to show whether the measurement is above or below the natural HAG and the LAG.

a) Top of bottom floor (including basement, crawlspace, or enclosure) is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

b) Top of bottom floor (including basement, crawlspace, or enclosure) is: _____ ☐ feet ☐ meters ☐ above or ☐ below the LAG.

E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1–2 of Instructions), the next higher floor (C2.b in applicable Building Diagram) of the building is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E3. Attached garage (top of slab) is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without BFE) or Zone AO must sign here. *The statements in Sections A, B, and E are correct to the best of my knowledge*

☐ Check here if attachments and describe in the Comments area.

Property Owner or Owner's Authorized Representative Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Telephone: _____ Ext.: _____ Email: _____

Signature: _____ Date: _____

Comments:

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: 213 N Main Street City Hattiesburg State: MS ZIP Code: 39401	**FOR INSURANCE COMPANY USE** Policy Number: _____ Company NAIC Number: _____

SECTION H – BUILDING'S FIRST FLOOR HEIGHT INFORMATION FOR ALL ZONES (SURVEY NOT REQUIRED) (FOR INSURANCE PURPOSES ONLY)

The property owner, owner's authorized representative, or local floodplain management official may complete Section H for all flood zones to determine the building's first floor height for insurance purposes. Sections A, B, and I must also be completed. Enter heights to the nearest tenth of a foot (nearest tenth of a meter in Puerto Rico). ***Reference the Foundation Type Diagrams (at the end of Section H Instructions) and the appropriate Building Diagrams (at the end of Section I Instructions) to complete this section.***

H1. Provide the height of the top of the floor (as indicated in Foundation Type Diagrams) above the Lowest Adjacent Grade (LAG):

a) **For Building Diagrams 1A, 1B, 3, and 5–8.** Top of bottom floor (include above-grade floors only for buildings with crawlspaces or enclosure floors) is: _____ ☐ feet ☐ meters ☐ above the LAG

b) **For Building Diagrams 2A, 2B, 4, and 6–9.** Top of next higher floor (i.e., the floor above basement, crawlspace, or enclosure floor) is: _____ ☐ feet ☐ meters ☐ above the LAG

H2. Is **all** Machinery and Equipment servicing the building (as listed in Item H2 instructions) elevated to or above the floor indicated by the H2 arrow (shown in the Foundation Type Diagrams at end of Section H instructions) for the appropriate Building Diagram?

☐ Yes ☐ No

SECTION I – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and H must sign here. *The statements in Sections A, B, and H are correct to the best of my knowledge.* **Note:** If the local floodplain management official completed Section H, they should indicate in Item G2.b and sign Section G.

☐ Check here if attachments are provided (including required photos) and describe each attachment in the Comments area.

Property Owner or Owner's Authorized Representative Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Telephone: _____ Ext.: _____ Email: _____

Signature: _____ Date: _____

Comments:

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

BUILDING PHOTOGRAPHS

Continuation Page

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:
213 N Main Street

City: Hattiesburg State: MS ZIP Code: 39401

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

Insert the third and fourth photographs below. Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.

Photo Three

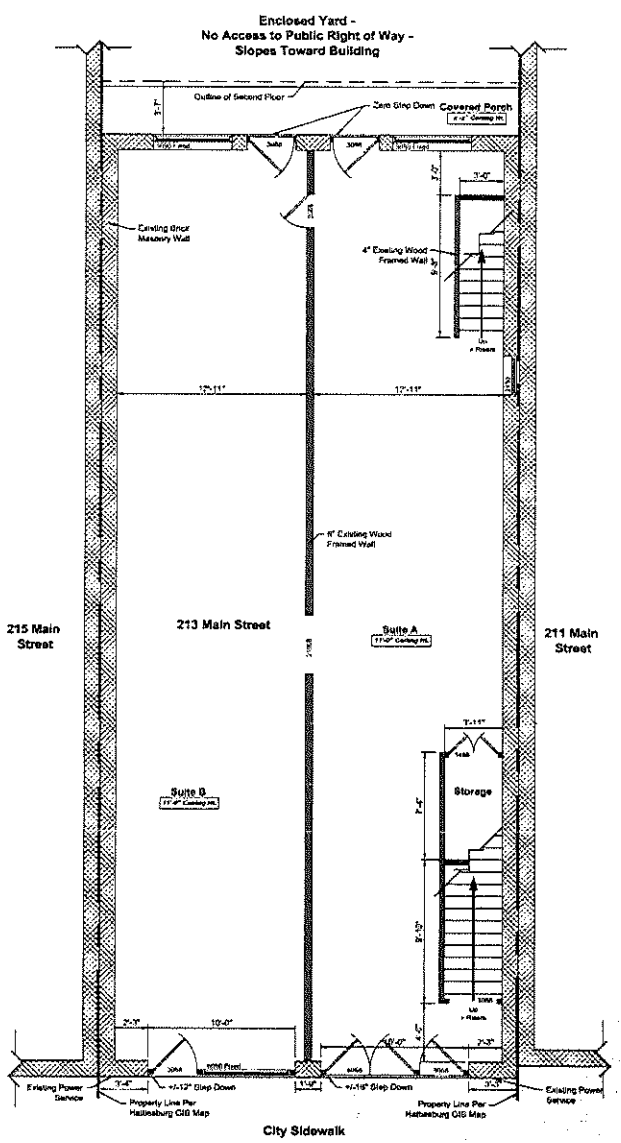
Photo Three Caption:

Clear Photo Three

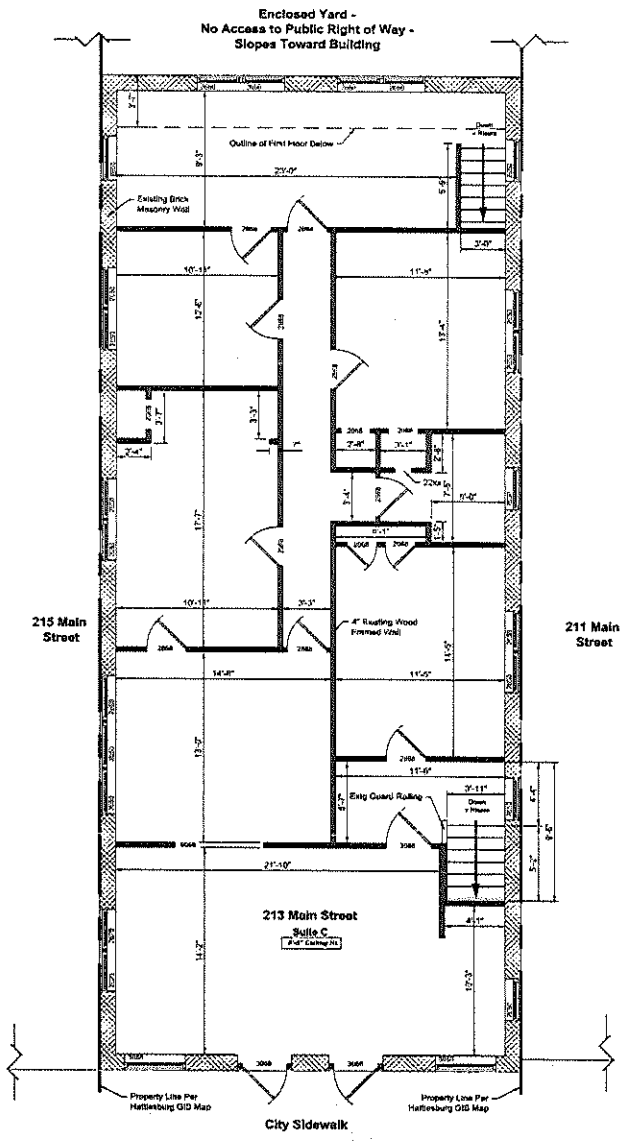
Photo Four

Photo Four Caption:

Clear Photo Four



101 **Existing First Floor Plan**
SCALE———— 1/4" = 1'-0"



102 **Existing Second Floor Plan**
SCALE———— 1/4" = 1'-0"

Plans Produced for the

Old Sckiets Shoe Shop

213 Main Street
Hattiesburg, Mississippi

Floor Plan Notes:

1. All Dimensions & Site Conditions to be Verified by Contractor Prior to Construction.
2. All Finishes (Interior & Exterior) to be Verified With Owner Prior to Construction.
3. Verify All Door and Window Styles and Sizes With Owner Prior to Construction. Manufacturer to Supply All Rough Opening Sizes.
4. Contractor to Verify All Clearances of All Doors, Windows, and Other Items That are Critical, Prior to Construction.
5. Contractor to Adapt Plans as Required to Meet All Applicable Codes at Site.
6. All Beams and Trusses to be Sized by Licensed Structural Engineer.
7. All Equipment and Appliances Shall be Located on Site and Installed in Strict Accordance With All Applicable Codes and Manufacturer's Recommendations and Requirements.
8. Columns and Posts Shall be Adequately Anchored to Prevent Lateral Displacement.

Existing Square Footage	
1,828 S.F.	Heated - First Floor
	910 S.F. - Suite A
	918 S.F. - Suite B
1,032 S.F.	Heated - Second Floor
2,760 S.F.	Heated - Total Area
104 S.F.	Unheated - Covered Porch
104 S.F.	Unheated - Total
3,864 S.F.	Total Building Area - Under Roof

Notes:
Square Footage is approximate.

Door & Window Label/Size:

Doors: 3068 is a Door That is 3'-0" Wide by 6'-8" Tall. To Further Clarify, the 3068 Label is to be Read as Feet and Inches in Width and Feet and Inches in Height. The Door Label is the Actual Size of the Door Slab Itself and is NOT the Rough Opening Size. Verify the Rough Opening Size With the Door Manufacturer Chosen by the Owner.

Windows: 3050 is a Window That is 3'-0" Wide by 5'-0" Tall. To Further Clarify, the 3050 Label is to be Read as Feet and Inches in Width and Feet and Inches in Height. The Window Label is the Actual Size of the Window Itself and is NOT the Rough Opening Size. Verify the Rough Opening Size With the Window Manufacturer Chosen by the Owner.

General Note:

Farve Residential Service, LLC, Not Being an Architectural or Engineering Firm Assumes NO Liability for Structural or Architectural Design Integrity. Great Care and Effort Has Been Made in the Development of These Plans and the Completion of These Construction Documents. Farve Residential Service, LLC Highly Recommends That These Plans be Reviewed by a Licensed Structural Engineer and/or an Architect, in Addition to Your Local Building Officials Prior to Construction. Additional Engineering may be Required to Comply With Seismic, Wind, and Other Special Conditions Required by Local Code. If an Error and/or Omission Does Occur, it is the Sole Responsibility of the Contractor to Remedy the Error and/or Omission at His Own Expense and not the Responsibility of the Drafting Service. Contractor is Responsible for Verification of Dimensions in the Field and Shall Build the Structure in Strict Accordance With the 2018 International Building Code Series. All Foundation and Structural Plans and Details are General in Nature and Shall be Reviewed by a Structural Engineer Prior to Construction.

FARVE RESIDENTIAL SERVICE, LLC
263 Farve Road
Sumrall, MS 39482
Craig Farve - Owner/Operator
Phone: 769-250-0958

Old Sckiets Shoe Shop 213 Main Street Hattiesburg, Mississippi	Building Renovation Existing Floor Plan
Feb 10, 2026	FRS-26-0009
Sheet 1 of 1	

URBAN DEVELOPMENT
PLANNING DIVISION

PRE-APPLICATION MEETING SUMMARY NOTES

Meeting Date: Tuesday, November 11, 2025
Pre-App Number: 1125-1052

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

Project: Sckiets Building Renovations

Address: 213 N Main Street

Presented by: Lori and Julia Brechtel

Project Type: Renovations

PPIN: 18536

Flood Zone: AE and SX

Historic District: N/A

Elevation Certificate Required: Yes

County: Forrest

Ward: 4

Estimated Cost: TBD

Zoning: B-4

Designated Use: Mixed-Use

PROJECT SUMMARY:

- Applicant Summary
  - Bought the building and wanted to renovate it to have their primary residence on top and use the bottom as two commercial spaces. The commercial space on the first floor is divided in half, with two front doors. They plan to use one of the commercial spaces as their office for their WFH jobs and rent out the other space as a professional services office.
  - No easement currently exists for the greenspace in the rear.
- Planning
  - Zoning of the property is B-4
    - Use: Mixed Use is a permitted use. Minimum 50% of the ground floor needs to be commercial, facing the street
  - Historic Planner
    - Some items can be reviewed at the staff level, and some items would have to go to the Hattiesburg Historic Conservation Commission (HHCC)
      - Exterior items that would need to go to HHCC (would need commission approval)
        - Doors
        - Balcony
        - Cornice
        - Windows
      - Exterior items that can be approved at the staff level (without commission approval)
        - Repainting
        - Roof repair
    - ADA Access—a temporary ramp that is readily available could be explored. *All federal ADA requirements for access must still be met*

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.

        - Historic Façade Grants and other tax credits—work with the historic planner to find these opportunities.
    - Flood Zone Information
        - Staff suggestion to go ahead and get an Elevation Certificate
            - Can be done by an engineer or surveyor
        - If the property is below the Base Flood Elevation (BFE):
            - Substantial Improvement Threshold— Properties in flood zones are restricted to improvement costs to 50% of the appraised value before it has to be elevated/flood-proofed over a 10-year window, rolling period. Contact Nathan Satcher for more info
            - Historic Flood Variance
                - This is an option to go to a public hearing with the Hattiesburg Planning Commission to have the requirement waived.
    - DHA Roadmap: Vision adopted by DHA
        - https://downtownhattiesburg.com/wp-content/uploads/2025/03/Hattiesburg-Roadmap-Final-Report-Compressed.pdf
            - See page 59 for the proposed streetscape for Main Street
    - An infill development fee waiver is available for application
- Building
    - When it is time for permitting, the building plans will have to be drafted by a design professional.
        - The building falls under commercial in the building code for mixed-use.
- Engineering
    - The Water Department does not have a billing account for the property.
        - If no water meter, a tap will need to be made.
- Fire
    - The building will be required to be sprinkled.

NEXT STEPS:

- Additional information
    - Apply for any needed public hearings with the planning division:
        - Planning Commission (Historic Flood Variance)
            - Once the amount is determined for the improvements, apply for the historic flood variance
                - Dates:
                    - January 7th Public Hearing- Planning Commission
                        - Application Deadline- November 24th, 2025 at 5:00pm
                    - February 4th Public Hearing- Planning Commission
                        - Application Deadline- December 29th, 2025 at 5:00pm
        - Historic Commission (Certificate of Appropriateness)
            - Work with the historic planner to determine what will need to be applied for.
                - December 10th Public Hearing – Hattiesburg Historic Conservation Commission
                    - Application Deadline- November 28th, 2025 at 5:00pm
- Permits
    - Apply for permits indicated below

APPLICATIONS REQUIRED:

☐ Site Plan Review Checklist and Application ☐ Conditional Use Application

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

☒	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.

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, May 19, 2026**

Re: **Approve and authorize issuance of manual checks for CDBG/HOME Claims per attached.**
File Number: 2026-375
Minute Book #

Summary
Approve and authorize issuance of manual checks for CDBG/HOME Claims per attached.

Recommendation Statement
I recommend approval of this item.

Please place this on the May 19, 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: **9 Revised**

Distribution to:

X	OWNER
X	ARCHITECT
	CONTRACTOR
X	GC

FROM CONTRACTOR:
M&P CONSTRUCTION INC
130 Walker Circle
Richland, MS 39218
CONTRACT FOR: General Construction

VIA ARCHITECT:
Landry Lewis Germany Architects, P.A.
5211 Old Highway 11
Hattiesburg, MS 39402

PERIOD TO: 01/26/2026 To 2/25/2026

PROJECT NO: **CN 21-3823**

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)		$ 933,831.34
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$ 46,691.57	
b. ____ % of Stored Material (Column F on G703)	Included in above	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 46,691.57
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 887,139.77
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 803,846.10
8. CURRENT PAYMENT DUE		$ **83,293.67**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 161,801.22

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$13,256.99	($9,316.00)
Total approved this Month	$0.00	$0.00
TOTALS	$13,256.99	($9,316.00)
NET CHANGES by Change Order	$3,904.99	

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: 02/27/2026

State of: MS County of: RANKIN

Subscribed and sworn to before me this 25 day of Feb 2026

Notary Public: [signature]

My Commission expires: 3-17-26

STATE OF MISSISSIPPI
LEE VanLANDINGHAM
ID# 127149
NOTARY PUBLIC
Comm. Expires
March 17, 2027
RANKIN COUNTY

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 . . . . . $ $83,293.67

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: [signature] Date: 3-12-2026

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.

AIA DOCUMENT G702 APPLICATION AND CERTIFICATION FOR PAYMENT 1992 EDITION AIA ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

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: 9
APPLICATION DATE: 2/25/2026
PERIOD TO: 01/26/2026 To 2/25/2026
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	$19,500.00	$4,000.00	$0.00	$23,500.00	94%	$1,500.00	$1,175.00
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	$5,000.00	$0.00	$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	$16,000.00	$0.00	$16,000.00	100%	$0.00	$800.00
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

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**					
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
2.2o	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	Miscelaneous Wall Patching and Finish (Material & Labor)	$ 1,900.00	$1,900.00	$0.00	$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	$8,000.00	$0.00	$8,000.00	100%	$0.00	$400.00
5.3	Exterior New Stair support columns (Labor)	$ 4,505.00	$0.00	$4,505.00	$0.00	$4,505.00	100%	$0.00	$225.25
5.4	Exterior New Stair guardrails (Material + Labor)	$ 9,900.00	$0.00	$9,900.00	$0.00	$9,900.00	100%	$0.00	$495.00

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**					
5.-	**METALS (Cont..)**	**$ 20,917.00**							
5.5	Exterior New Stair stringers, landings and misc assem. (Material)	$ 12,500.00	$0.00	$12,500.00	$0.00	$12,500.00	100%	$0.00	$625.00
5.6	Exterior New Stair stringers, landings and misc assemblies (Labor)	$ 3,800.00	$0.00	$3,800.00	$0.00	$3,800.00	100%	$0.00	$190.00
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 furing & 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	$3,400.00	$0.00	$3,400.00	85%	$620.00	$170.00
6.12	Hard surface countertops (Material & Labor)	$ 1,545.00	$0.00	$1,320.00	$0.00	$1,320.00	85%	$225.00	$66.00
6.13	New fascia (Material & Labor)	$ 1,800.00	$1,800.00	$0.00	$0.00	$1,800.00	100%	$0.00	$90.00
6.14	New Soffit (Material & Labor)	$ 2,610.00	$2,610.00	$0.00	$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

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**					
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	$1,000.00	$0.00	$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	$1,025.00	$0.00	$1,025.00	100%	$0.00	$51.25
9.5	Floor preparation for new finishes 1st Floor (Material & Labor)	$ 1,393.00	$1,393.00	$0.00	$0.00	$1,393.00	100%	$0.00	$69.65
9.6	Floor preparation for new finishes 2nd Floor (Material & Labor)	$ 1,393.00	$1,393.00	$0.00	$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	$5,000.00	$2,050.00	$0.00	$7,050.00	85%	$1,281.00	$352.50
9.9	LVT floor installation 2nd Floor (Material & Labor)	$ 8,822.00	$5,300.00	$2,200.00	$0.00	$7,500.00	85%	$1,322.00	$375.00
9.10	Rubber Base installation 1st Floor (Material & Labor)	$ 1,912.00	$0.00	$1,625.20	$0.00	$1,625.20	85%	$286.80	$81.26
9.11	Rubber Base installation 2nd Floor (Material & Labor)	$ 1,912.00	$0.00	$1,625.20	$0.00	$1,625.20	85%	$286.80	$81.26
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	$1,384.65	$0.00	$1,384.65	85%	$244.35	$69.23
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	$1,275.00	$0.00	$1,275.00	85%	$225.00	$63.75
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	$1,572.50	$0.00	$1,572.50	85%	$277.50	$78.63
9.18	Paint interior doors incl. frame and trim (Primer)	$ 985.00	$790.00	$50.00	$0.00	$840.00	85%	$145.00	$42.00
9.19	Paint interior doors incl. frame and trim (2 coats)	$ 1,760.00	$1,400.00	$100.00	$0.00	$1,500.00	85%	$260.00	$75.00
9.20	Paint interior walls Rooms 100, 102, 103 Primer (Mat & Labor)	$ 1,270.00	$1,010.00	$70.00	$0.00	$1,080.00	85%	$190.00	$54.00

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**					
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	$130.00	$0.00	$2,230.00	85%	$400.00	$111.50
9.22	Paint interior walls Rooms 200, 201, 202 Primer (Mat & Labor)	$ 1,283.00	$1,025.00	$70.00	$0.00	$1,095.00	85%	$188.00	$54.75
9.23	Paint interior walls Rooms 200, 201, 202 2 Coats (Mat & Labor)	$ 2,245.00	$1,800.00	$115.00	$0.00	$1,915.00	85%	$330.00	$95.75
9.24	Paint siding (Mat & Labor)	$ 800.00	$800.00	$0.00	$0.00	$800.00	100%	$0.00	$40.00
9.25	Paint miscelaneous interior wood, trim, casing (Mat & Labor)	$ 1,500.00	$0.00	$1,270.00	$0.00	$1,270.00	85%	$230.00	$63.50
9.27	Paint exterior railing (Material & Labor)	$ 1,005.00	$0.00	$850.00	$0.00	$850.00	85%	$155.00	$42.50
9.28	Paint interior railing (Material & Labor)	$ 1,000.00	$0.00	$850.00	$0.00	$850.00	85%	$150.00	$42.50
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	$2,300.00	$0.00	$2,300.00	85%	$400.00	$115.00
10.3	Men's RR Partitions (Mat & Lab)	$ 2,100.00	$0.00	$1,790.00	$0.00	$1,790.00	85%	$310.00	$89.50
10.4	Toilet accessories (Mat & Labor)	$ 2,260.00	$0.00	$1,800.00	$0.00	$1,800.00	80%	$460.00	$90.00
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	$21,600.00	$0.00	$0.00	$21,600.00	100%	$0.00	$1,080.00
21.3	Sprinkler System (Material)	$ 32,400.00	$32,400.00	$0.00	$0.00	$32,400.00	100%	$0.00	$1,620.00
21.4	Sprinkler System Test & Trim	$ 2,400.00	$2,400.00	$0.00	$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	$9,750.00	$0.00	$0.00	$9,750.00	100%	$0.00	$487.50
22.5	Plumbing Fixtures (Labor)	$ 4,661.00	$1,850.00	$2,100.00	$0.00	$3,950.00	85%	$711.00	$197.50
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 (Laborl)	$ 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	$9,200.00	$0.00	$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	$8,625.00	$0.00	$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	$4,025.00	$0.00	$0.00	$4,025.00	100%	$0.00	$201.25
26.13	Conduits, fittings & wire	$ 4,485.00	$4,485.00	$0.00	$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

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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**					
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**	**$846,153.79**	**$87,677.55**	**$0.00**	**$933,831.34**	**89%**	**$117,109.65**	**$46,691.57**

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CREATING LANDMARKS SINCE 1910

Kevin P. Lewis, AIA
Christian J. Landry, AIA
Jason K. Landry, AIA
Shane M. Germany, AIA

INVOICE **CN 21-3823-016**

March 12, 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 January 26, 2026 through August 25, 2020

Est. Construction Cost:* $ 1,058,256.99 Percentage Fee 8.00%

Percentage Design Services

Phase of Work	% of Fee		Phase Fee*		% Complete		Current Status*
Schematic Design	15%	=	$ 12,699.08	X	100%	=	$ 12,699.08
Design Development	20%	=	$ 16,932.11	X	100%	=	$ 16,932.11
Construction Documents	40%	=	$ 33,864.22	X	100%	=	$ 33,864.22
Bidding and Negotiation	5%	=	$ 4,233.03	X	100%	=	$ 4,233.03
Construction**	20%	=	$ 16,783.06	X	85%	=	$ 14,194.24
Totals*	100%	=	$ 84,511.50		Total Earned	=	$ 81,922.68
					Less Previous Invoiced	=	$ 80,589.98
					Total Percentage Invoice	=	$ 1,332.70

*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

		Alternates		Change Orders			
Contractor	Base Bid*	Accepted*	Not Accepted***	Add	Deduct***		Total Contract**
M&P Construction	$ 1,045,000.00	$ -	$ -	$ 13,256.99	$ (9,316.00)	=	$ 1,048,940.99
					Total Earned Less Retainage	=	$ 887,139.77
					Less Previous Applications for Payment	=	$ 803,846.10
					Total Due Current Contractor Application for Payment	=	$ 83,293.67

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 Reimburables	$ -

Total Amount Due this Invoice $ 1,332.70

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Christian J. Landry, AIA
Jason K. Landry, AIA
Shane M. Germany, AIA

CREATING LANDMARKS SINCE 1910

INVOICE **CN 21-3823-017**

April 17, 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 August 26, 2020 through August 25, 2020

Est. Construction Cost:* $ 1,116,454.27 Percentage Fee 8.00%

Percentage Design Services

Phase of Work	% of Fee		Phase Fee*		% Complete		Current Status*
Schematic Design	15%	=	$ 13,397.45	X	100%	=	$ 13,397.45
Design Development	20%	=	$ 17,863.27	X	100%	=	$ 17,863.27
Construction Documents	40%	=	$ 35,726.54	X	100%	=	$ 35,726.54
Bidding and Negotiation	5%	=	$ 4,465.82	X	100%	=	$ 4,465.82
Construction**	20%	=	$ 17,714.21	X	83%	=	$ 14,680.67
Totals*	100%	=	$ 89,167.29		Total Earned	=	$ 86,133.75
					Less Previous Invoiced	=	$ 81,922.68
					Total Percentage Invoice	=	$ 4,211.07

*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

		Alternates		Change Orders			
Contractor	Base Bid*	Accepted*	Not Accepted***	Add	Deduct***		Total Contract**
M&P Construction	$ 1,045,000.00	$ -	$ -	$ 71,454.27	$ (9,316.00)	=	$ 1,107,138.27
					Total Earned Less Retainage	=	$ 917,541.86
					Less Previous Applications for Payment	=	$ 887,139.77
					Total Due Current Contractor Application for Payment	=	$ 30,402.09

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 Reimburables	$ -

Total Amount Due this Invoice $ 4,211.07

Memorandum

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

From: **Kermas Eaton, City Clerk**

cc:

Date: **Tuesday, May 19, 2026**

Re: **Acknowledge receipt of two quote bids for the bids for the City of Hattiesburg Parking Garage Gutter Replacement Project and accept the bid of Eddie Pearson Roofing in the amount of $52,365.00 as the best bid received (two-quote bids for construction)**
File Number: 2026-386
Minute Book #

Summary

Acknowledge receipt of two quote bids for the bids for the City of Hattiesburg Parking Garage Gutter Replacement Project and accept the bid of Eddie Pearson Roofing in the amount of $52,365.00 as the best bid received (two-quote bids for construction)

Recommendation Statement

I recommend approval of this item.

Please place this on the May 19, 2026 City Council meeting for consideration.

CITY OF HATTIESBURG
MISSISSIPPI
1884

his is a request to supply a lump sum cost for providing material, equipment, and labor to construction on
e City of Hattiesburg Parking Garage Gutter Replacement as illustrated on plans.

Request: April 6, 2026
Bid Due: April 10, 2026

roposed Start Date: May 5-26 Proposed Completion Date: May 30-26

Lump Sum Bid: $2,365.00

Authorized Signature: [signature] Company: Eddie Pearson

RECEIVED
MAY 11 2026
AWARDED

REVISED 5/8/26

This is a request to supply a lump sum cost for providing material, equipment, and labor to construction on the City of Hattiesburg Parking Garage Gutter Replacement as illustrated on plans.

Request: October 6, 2025
Bid Due: October 14, 2025

Proposed Start Date: ___10/1/26___Proposed Completion Date: _____10/31/26_

Lump Sum Bid: $24,800 (twenty-four thousand eight hundred dollars)

Authorized Signature: __Randall B Rowell_____ Company: Rowell Roofing, Inc.

Randall B. Rowell, President

***Clarification/Exceptions:

1) No modification or removal of existing utility pipes, including drain or vent pipes is included in our price.
2) Existing fence on 3rd level of garage will have to be temporarily removed (by us) for us to do the work. For liability purposes, the fence needs to be re-installed by the City.
3) Access for manlift from alley/courtyard on east side of garage must be provided. The alley needs to be closed by the City while the work is ongoing.

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 & City Council
FROM: Kermas Eaton, City Clerk / Director of Administration
RE: Justification for Vendor Recommendation – Parking Garage Gutter Replacement
DATE: May 11, 2026

The City obtained two written quotes for the Parking Garage Gutter Replacement project in accordance with Mississippi purchasing requirements applicable to the dollar amount of the project.

The city received a quote from Eddie Pearson in the amount of $52,365.00 and a quote from Rowell Roofing, Inc. in the amount of $24,800.00.

Although Rowell Roofing, Inc. reflected the lower quote amount, additional review of the proposals identified several operational and project-related concerns that impacted the overall evaluation of the quotes, including the proposed project schedule and operational requirements associated with the work.

The Rowell Roofing, Inc. proposal reflected a later project start timeframe extending into October 2026. Based on the current condition of the parking garage gutter system, continued delay in addressing the drainage issues increases the likelihood of additional water intrusion and the potential for ongoing damage involving adjacent private property.

In addition, the Rowell Roofing, Inc. proposal included several clarifications and exceptions related to utility modifications, fencing responsibilities, and site access requirements that could create additional coordination obligations and operational impacts to the city during the course of the project.

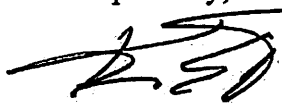
While price remains an important consideration, Mississippi procurement law allows the city to evaluate the "lowest and best" quote rather than price alone. In this case, factors such as project timing, responsiveness, operational impacts, scope considerations, and risk mitigation were all considered as part of the evaluation process.

Based on the totality of the circumstances, staff determined that the Eddie Pearson proposal, in the amount of $52,365.00, represents the most appropriate recommendation for the City due to

the need for more timely project performance and the importance of minimizing the risk of continued damage to the parking garage structure and adjacent private property.

This memorandum is intended to document the basis for the recommendation and the evaluation considerations used during the quote review process.

Respectfully,



Kermas Eaton

Memorandum

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

From: **Kermas Eaton, City Clerk**

cc:

Date: **Tuesday, May 19, 2026**

Re: **Approve claims docket for the period ending May 15, 2026.**
File Number: 2026-387
Minute Book #

Summary
Approve claims docket for the period ending May 15, 2026.

Recommendation Statement
I recommend approval of this item.

Please place this on the May 19, 2026 City Council meeting for consideration.

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
001	General Fund		655,682.18
002	PARKS & RECREATION FUND		99,432.98
005	HATT.MUNICIPAL FIRE PROTECTION		779.80
009	WATER & SEWER OPERATION/MAINT.		420,604.64
011	WATER & SEWER FUND		5,468.48
019	POLICE FORFEITURES FUND		158.92
039	AIRPORT IMPROVEMENT FUND		734,691.75
072	MUNICIPAL ROAD & BRIDGE		434.20
073	MASS TRANSIT FUND		42,414.00
077	COMMUNITY CENTERS' FUND		20,310.16
079	COVID FISCAL RECOVERY FUNDS		639,003.06
082	COMMUNITY DEVELOP. BLOCK GRANT		275.56
086	SPEC SALES TAX-P&R/UNIV IMPROV		17,500.00
088	PUBLIC SAFETY/REC CONSTRUCTION		14,750.00
801	CLAIMS FUND	2,651,505.73	
	TOTAL	2,651,505.73	2,651,505.73

** END OF REPORT - Generated by Sherry Jackson **

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001000			BALANCE SHEET							
001000	060100			GAS/LUBRICANT-CITY BARN						
049752	PIGOTT OIL COMPANY	DR-9144-260428145750	2602824	2026 8	INV	P	18,250.32	051526	315111	GAS/FUEL STATION
050513	GPM EMPIRE-BULK FUEL	IN-0836219	2602825	2026 8	INV	P	8,325.43	051526	315013	DIESEL/FUEL STATION
050513	GPM EMPIRE-BULK FUEL	IN-299726	2602928	2026 8	INV	P	10,852.51	051526	315013	GAS & DIESEL/FUEL S
050513	GPM EMPIRE-BULK FUEL	IN-299728	2602928	2026 8	INV	P	10,823.12	051526	315013	GAS & DIESEL/FUEL S
							30,001.06			
				ACCOUNT TOTAL			48,251.38			
				ORG 001000 TOTAL			48,251.38			
001001			REVENUES							
001001	222100			BUILDING PERMIT/INSPECTION						
052135	PIERCE PLUMBING -REF	RFD 5/1/26	0	2026 8	INV	P	80.00	051526	315110	REFUND PERMIT FOR 8
				ACCOUNT TOTAL			80.00			
001001	332000			POLICE FINES						
004271	SOUTHERN FINANCIAL S	CMCHAT3 4/7/26	0	2026 7	INV	P	3,417.17	051526	315143	POLICE FINES COLLEC
				ACCOUNT TOTAL			3,417.17			
				ORG 001001 TOTAL			3,497.17			
001003			CITY COUNCIL							
001003	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287290252011X050526	0	2026 8	INV	P	112.94	051526	314950	MB2016-287/WIRELESS
				ACCOUNT TOTAL			112.94			
001003	732700			DATA PROCESSING EQUIP.						
049949	BUSINESS INFORMATION	INV105453	0	2026 8	INV	P	1,051.25	051526	314960	ANNUAL MAINT FOR RE
				ACCOUNT TOTAL			1,051.25			
				ORG 001003 TOTAL			1,164.19			
001015			CITY COURT							
001015	604900			OTHER PROFESSIONAL SERV.						
002564	COURT PROGRAMS INC	4.1.26-4.30.26	0	2026 8	INV	P	320.00	051526	314986	GR#1H79TI081923-01C
047011	JANI-KING OF SOUTH E	SEM05260063	2503373	2026 8	INV	P	1,006.15	051526	315035	COURT CLEANING TWO
				ACCOUNT TOTAL			1,326.15			
001015	611000			TRAVEL EXPENSE						
004017	REGIONS CARDHOLDER S	1592-04/30/26	0	2026 8	INV	P	789.15	051526	315126	1592-04/30/26 REGIO
004017	REGIONS CARDHOLDER S	5548-04/30/26	0	2026 8	INV	P	2,079.91	051526	315126	5548-04/30/26 REGIO

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							2,869.06			
				ACCOUNT TOTAL			2,869.06			
001015	630000			GAS						
004321	SPIRE	G2026-05.05	0	2026	8	INV P	46.04	051526	315147	SPIRE-(WILMUNT GAS)
				ACCOUNT TOTAL			46.04			
001015	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2026-04.28	0	2026	7	INV P	1,232.20	051526	315079	MISSISSIPPI POWER-V
				ACCOUNT TOTAL			1,232.20			
001015	684000			DUES AND MEMBERSHIPS						
003693	MS MUNICIPAL COURT C	01012026	0	2026	8	INV P	100.00	051526	315078	MS MUNICIPAL COURT
				ACCOUNT TOTAL			100.00			
				ORG 001015 TOTAL			5,573.45			
001020		MAYOR/ADMIN.								
001020	505000			SUBSCRIPTIONS,MAGS,MAPS						
004017	REGIONS CARDHOLDER S	4524-04/30/26	0	2026	8	INV P	17.11	051526	315126	4524-04/30/26 REGI
				ACCOUNT TOTAL			17.11			
001020	525000			GAS AND OIL						
049764	GPM INVESTMENTS-MINI	11585009 4/26	0	2026	8	INV P	247.33	051526	315015	MINIT MART CHARGES
				ACCOUNT TOTAL			247.33			
001020	604900			OTHER PROFESSIONAL SERV.						
002798	FEDERAL EXPRESS	9-274-97434	0	2026	8	INV P	63.81	051526	315005	SHIPPING FEE- OVERN
047246	HERITAGE ENTER	CS2026-050	0	2026	8	INV P	392.67	051526	315023	ARTWORK FRAMING, PI
				ACCOUNT TOTAL			456.48			
001020	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287308925627X050526	0	2026	8	INV P	103.52	051526	314950	MB2016-287/WIRELESS
				ACCOUNT TOTAL			103.52			
001020	611000			TRAVEL EXPENSE						
004017	REGIONS CARDHOLDER S	5548-04/30/26	0	2026	8	INV P	119.63	051526	315126	5548-04/30/26 REGIO
				ACCOUNT TOTAL			119.63			
001020	615200			ADVERTISING-SPEC. EVENTS						
048588	MIDTOWN MERCHANTS AS	2026-001	2603018	2026	8	INV P	2,000.00	051526	315072	ADVERTISEMENT- 2026

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL			2,000.00			
001020 615300				ADVERTISING-MAYOR'S YOUTH CONF						
004017	REGIONS CARDHOLDER S	1212-04/30/26	0	2026 8	INV	P	159.00	051526	315126	1212-04/30/26 REGIO
				ACCOUNT TOTAL			159.00			
001020 638400				MOTOR VEHICLE EQ. R&M						
003746	NAPA AUTO PARTS	014624	2602929	2026 8	INV	P	200.08	051526	315097	UNIT 18999 REPAIR I
				ACCOUNT TOTAL			200.08			
001020 641000				OFFICE EQUIPMENT RENT						
003825	OWENS BUSINESS MACHI	537073	0	2026 7	INV	P	88.31	051526	315103	ADMIN COPIER MONTHL
				ACCOUNT TOTAL			88.31			
				ORG 001020 TOTAL			3,391.46			
001040			MUNICIPAL CLERK							
001040 615000				ADVERTISING						
003141	HUB CITY SPOKES	107227	0	2026 7	INV	P	206.92	051526	315029	LEGAL NOTICES 4.9 &
003141	HUB CITY SPOKES	107236	0	2026 8	INV	P	533.88	051526	315029	LEGAL NOTICES 4.23.
							740.80			
				ACCOUNT TOTAL			740.80			
001040 641000				OFFICE EQUIPMENT RENT						
004057	RJ YOUNG COMPANY	8041645	0	2026 8	INV	P	86.33	051526	315130	RICOH AAA146870 - I
004057	RJ YOUNG COMPANY	8045706	0	2026 8	INV	P	66.83	051526	315130	RJ YOUNG AAA 146883
							153.16			
				ACCOUNT TOTAL			153.16			
				ORG 001040 TOTAL			893.96			
001042			ACCOUNTING DIV.							
001042 501000				OTHER EXPENDABLE OFF.SPL						
004017	REGIONS CARDHOLDER S	1592-04/30/26	0	2026 8	INV	P	165.31	051526	315126	1592-04/30/26 REGIO
				ACCOUNT TOTAL			165.31			
001042 510000				CLEANING/JANITORIAL SPLY						
004017	REGIONS CARDHOLDER S	1592-04/30/26	0	2026 8	INV	P	45.95	051526	315126	1592-04/30/26 REGIO
				ACCOUNT TOTAL			45.95			
				ORG 001042 TOTAL			211.26			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001045			PURCHASING DIV.							
001045	636500			OFFICE EQUIPMENT R&M						
002406	CANON FINANCIAL SERV	43157188	0	2026 8	INV	P	160.67	051526	314965	SC#8200085486 BW MT
				ACCOUNT TOTAL			160.67			
				ORG 001045 TOTAL			160.67			
001080			HUMAN RESOURCES							
001080	502000			MINOR OFFICE EQUIP/FURN.						
003810	OFFICE PRODUCTS PLUS	1118039-0	2602004	2026 8	INV	P	1,081.86	051526	315102	MINOR OFFICE FURNIT
				ACCOUNT TOTAL			1,081.86			
001080	636500			OFFICE EQUIPMENT R&M						
004050	RICOH CORP	5073149915	0	2026 8	INV	P	81.45	051526	315129	MB# 2021-250 HR COP
				ACCOUNT TOTAL			81.45			
				ORG 001080 TOTAL			1,163.31			
001090			URBAN DEVELOPMT							
001090	501000			OTHER EXPENDABLE OFF.SPL						
004017	REGIONS CARDHOLDER S	5548-04/30/26	0	2026 8	INV	P	389.89	051526	315126	5548-04/30/26 REGIO
				ACCOUNT TOTAL			389.89			
001090	502000			MINOR OFFICE EQUIP/FURN.						
004017	REGIONS CARDHOLDER S	5548-04/30/26	0	2026 8	INV	P	38.62	051526	315126	5548-04/30/26 REGIO
				ACCOUNT TOTAL			38.62			
001090	511500			FOOD						
004017	REGIONS CARDHOLDER S	5548-04/30/26	0	2026 8	INV	P	23.10	051526	315126	5548-04/30/26 REGIO
				ACCOUNT TOTAL			23.10			
001090	604900			OTHER PROFESSIONAL SERV.						
004017	REGIONS CARDHOLDER S	1212-04/30/26	0	2026 8	INV	P	1,000.00	051526	315126	1212-04/30/26 REGIO
				ACCOUNT TOTAL			1,000.00			
001090	611000			TRAVEL EXPENSE						
049203	NATHAN SATCHER	NPC 2026	0	2026 8	INV	P	4,113.18	051526	315098	PAYMENT PER SOS FRO
050274	LONG CORY	NPC 2026	0	2026 8	INV	P	425.00	051526	315056	PAYMENT PER SOS FRO
051148	MERIDIAN MCDANIEL	11154/OT MCDANIEL	0	2026 8	INV	P	370.00	051526	315064	REIMBURSEMENT PER S
				ACCOUNT TOTAL			4,908.18			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001090 684000							DUES AND MEMBERSHIPS			
004017 REGIONS CARDHOLDER S		5548-04/30/26	0	2026 8	INV	P	184.00	051526	315126	5548-04/30/26 REGIO
							ACCOUNT TOTAL 184.00			
							ORG 001090 TOTAL 6,543.79			
001091							INFO TECHNOLOGY			
001091 501000							OTHER EXPENDABLE OFF.SPL			
050056 AMAZON CAPITAL		1M14-411R-J7VN	2602727	2026 8	INV	P	275.73	051526	314943	COMPUTER SUPPLIES -
050056 AMAZON CAPITAL		A1KTCNSYJ78YIA	2602727	2026 8	INV	P	28.94	051526	314943	COMPUTER SUPPLIES -
							304.67			
							ACCOUNT TOTAL 304.67			
001091 508000							COMPUTER SUPPLIES			
050056 AMAZON CAPITAL		1M14-411R-J7VN	2602727	2026 8	INV	P	1,520.56	051526	314943	COMPUTER SUPPLIES -
050056 AMAZON CAPITAL		A1KTCNSYJ78YIA	2602727	2026 8	INV	P	74.97	051526	314943	COMPUTER SUPPLIES -
							1,595.53			
							ACCOUNT TOTAL 1,595.53			
001091 606000							TELEPHONE AND TELEGRAPH			
002160 AT&T MOBILITY		287289913717X050526	0	2026 8	INV	P	40.73	051526	314950	MB2016-287/WIRELESS
							ACCOUNT TOTAL 40.73			
001091 606800							NETWORK			
002384 C SPIRE	(MEGAGATE)	205876-114	0	2026 8	INV	P	669.00	051526	314963	NETWORK/INTERET - M
002384 C SPIRE	(MEGAGATE)	3000667134-57	0	2026 8	INV	P	775.00	051526	314963	NETWORK/INTERET - M
002384 C SPIRE	(MEGAGATE)	683013-103	0	2026 8	INV	P	13,329.00	051526	314963	NETWORK/INTERET - M
							14,773.00			
003912 PILEUM CORPORATION		P140225	0	2026 8	INV	P	8,256.25	051526	315112	BILLABLE TIME - IT
							ACCOUNT TOTAL 23,029.25			
001091 636500							OFFICE EQUIPMENT R&M			
003583 METRIX SOLUTIONS		M140029	0	2026 8	INV	P	2,384.20	051526	315065	OFFICE 365 LICENSES
003583 METRIX SOLUTIONS		M140760	0	2026 8	INV	P	18.00	051526	315065	DUO MSP - DUO MFA M
003583 METRIX SOLUTIONS		M141396	0	2026 8	INV	P	2,384.20	051526	315065	OFFICE 365 LICENSES
							4,786.40			
004050 RICOH CORP		5073134029	0	2026 8	INV	P	672.87	051526	315129	CHARGES FOR PRODUCT
							ACCOUNT TOTAL 5,459.27			
							ORG 001091 TOTAL 30,429.45			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001092			GEN.GOVT.BLDG							
001092	510000			CLEANING/JANITORIAL SPLY						
002471	CINTAS CORPORATION #	4265693247	0	2026 8	INV	P	105.93	051526	314970	SUPPLIES FOR DISPEN
002471	CINTAS CORPORATION #	4266448441	0	2026 8	INV	P	159.00	051526	314970	SUPPLIES FOR DISPEN
002471	CINTAS CORPORATION #	4267192349	0	2026 8	INV	P	99.00	051526	314970	SUPPLIES FOR DISPEN
							363.93			
				ACCOUNT TOTAL			363.93			
001092	546000			MINOR EQUIPMENT						
004386	T & C RESTAURANT EQU	1-33141	2602871	2026 8	INV	P	105.65	051526	315150	SAFETY MIRROR FOR C
				ACCOUNT TOTAL			105.65			
001092	560000			BUILDING MATERIALS & SPLY						
003543	MCELHANEY PLUMBING I	320265	2602942	2026 8	INV	P	89.85	051526	315063	CITY HALL MENS BATH
				ACCOUNT TOTAL			89.85			
001092	561000			PLUMBING SUPPLIES						
003543	MCELHANEY PLUMBING I	320314	2602953	2026 8	INV	P	134.95	051526	315063	CITY HALL MENS BATH
				ACCOUNT TOTAL			134.95			
001092	604900			OTHER PROFESSIONAL SERV.						
047246	HERITAGE ENTER	CS2026-023	0	2026 8	INV	P	414.86	051526	315023	PRINTING FRAME LABE
				ACCOUNT TOTAL			414.86			
001092	630000			GAS						
004321	SPIRE	G2026-04.24	0	2026 8	INV	P	121.18	051526	315147	SPIRE-(WILMUNT GAS)
004321	SPIRE	G2026-05.05	0	2026 8	INV	P	5,882.31	051526	315147	SPIRE-(WILMUNT GAS)
							6,003.49			
				ACCOUNT TOTAL			6,003.49			
001092	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2026-04.28	0	2026 7	INV	P	7,642.53	051526	315079	MISSISSIPPI POWER-V
				ACCOUNT TOTAL			7,642.53			
001092	639400			DISINFECT./EXTERMINATION						
003040	HAVARD PEST CONTROL	2615073	0	2026 8	INV	P	90.00	051526	315022	HAVARD PEST- 161409
003040	HAVARD PEST CONTROL	2647311	0	2026 8	INV	P	65.00	051526	315022	HAVARD PEST- 145545
							155.00			
				ACCOUNT TOTAL			155.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001092	644900			OTHER RENT						
002720	EDWARDS PROPERTY MGM	FILE #2024 6/26	0	2026 8	INV	P	1,419.00	051526	314999	DRIVER LICENSE RENE
				ACCOUNT TOTAL			1,419.00			
				ORG 001092 TOTAL			16,329.26			
001093			INTERMODAL FAC O&M							
001093	510000			CLEANING/JANITORIAL SPLY						
003971	PRIDE SOLUTIONS, LLC	2026-2804	2602804	2026 7	INV	P	525.00	051526	315120	JANITORIAL SUPPLIES
				ACCOUNT TOTAL			525.00			
001093	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2026-04.28	0	2026 7	INV	P	3,999.02	051526	315079	MISSISSIPPI POWER-V
				ACCOUNT TOTAL			3,999.02			
				ORG 001093 TOTAL			4,524.02			
001095			G/G INS.OTH SER							
001095	602500			LEGAL						
002377	BUTLER,SNOW,O'MARA,S	10526194	0	2026 8	INV	P	346.50	051526	314961	ARPA ADMINISTRATION
003944	POPE & POPE, PA	26025	0	2026 7	INV	P	2,276.83	051526	315117	ANNEXATION
003944	POPE & POPE, PA	26026	0	2026 7	INV	P	1,300.00	051526	315117	EEOC - DANIELS
003944	POPE & POPE, PA	26027	0	2026 7	INV	P	450.00	051526	315117	EEOC - THOMAS
003944	POPE & POPE, PA	26028	0	2026 7	INV	P	900.00	051526	315117	EVIDENCE RETENTION
003944	POPE & POPE, PA	26029	0	2026 7	INV	P	664.58	051526	315117	GENERAL OUT OF POCK
003944	POPE & POPE, PA	26030	0	2026 7	INV	P	750.00	051526	315117	HUB CITY LOFTS 2
003944	POPE & POPE, PA	26031	0	2026 7	INV	P	1,850.00	051526	315117	MUNICIPAL COURT
003944	POPE & POPE, PA	26032	0	2026 7	INV	P	950.00	051526	315117	PROPERTY ACQUISITIO
003944	POPE & POPE, PA	26033	0	2026 7	INV	P	650.00	051526	315117	RAWLS SPRINGS UTILI
003944	POPE & POPE, PA	26034	0	2026 7	INV	P	800.00	051526	315117	VIRGINIA SMITH
							10,591.41			
047351	LOWREY & FORTNER PA	01068	0	2026 8	INV	P	1,000.00	051526	315057	PROFESSIONAL SERVIC
049330	PHELPS DUNBAR LLP	1483460	0	2026 8	INV	P	375.00	051526	315109	GENERAL ADVISE AND
049330	PHELPS DUNBAR LLP	1483461	0	2026 8	INV	P	876.65	051526	315109	GENERAL ADVISE AND
							1,251.65			
050662	CAREY R VARNADO	2049	0	2026 8	INV	P	500.00	051526	314966	MONTHLY RETAINER AT
051430	CARROLL WARREN &	25543	0	2026 7	INV	P	8,102.00	051526	314968	GENERAL REPRESENTAT
				ACCOUNT TOTAL			21,791.56			
001095	602701			MEDICAL ANALYSIS-EMP CLINIC						
002523	COMCAST CABLEVISION	4/30/26-5/29/26	0	2026 8	INV	P	205.61	051526	314982	COMCAST- CITY OF EM

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
051984	THE CLEANING LADY	455802	2600507	2026 7	INV	P	407.50	051526	315152	TWO-QUOTE JANITORIA
				ACCOUNT TOTAL			613.11			
001095	604900			OTHER PROFESSIONAL SERV.						
004205	SIGNS FIRST	INV-96049	0	2026 8	INV	P	2,494.40	051526	315139	EDDIE HOLLOWAY PLAQ
004482	TYLER TECHNOLGIES IN	045-560076	0	2026 7	INV	P	1,400.00	051526	315158	SAAS IMPLEMENTATION
052225	GARNER, KATHRYN M	COH2026-003	0	2026 8	INV	P	2,010.00	051526	315011	CONSULTING SERVICES
				ACCOUNT TOTAL			5,904.40			
001095	606000			TELEPHONE AND TELEGRAPH						
002158	AT&T	L2026- 04.28.2026	0	2026 8	INV	P	252.85	051526	314947	AT&T, BLUE LIGHTS L
002158	AT&T	L2026-05.04.26	0	2026 8	INV	P	154.86	051526	314947	AT&T BLUE LIGHTS ON
							407.71			
002159	AT&T LONG DISTANCE S	0283394294	0	2026 8	INV	P	30.39	051526	314949	ONE NET SERVICE
047050	C SPIRE (IP)	2026-04.30	0	2026 8	INV	P	5,844.48	051526	314964	CSPIRE-GEN GOVT INS
				ACCOUNT TOTAL			6,282.58			
001095	625000			FIRE & EXTENDED COVERAGE						
003681	MS FIRE & SAFETY OF	88989	0	2026 8	INV	P	2,923.00	051526	315077	2026 BLDG & VEHICLE
				ACCOUNT TOTAL			2,923.00			
001095	627000			SURETY AND FORGERY BONDS						
003710	MS STATE/SECRETARY O	582026	0	2026 8	INV	P	25.00	051526	315095	RNWL NOTARY KERMAS
				ACCOUNT TOTAL			25.00			
				ORG 001095 TOTAL			37,539.65			
001100			POLICE/PUB.SFTY							
001100	510000			CLEANING/JANITORIAL SPLY						
002471	CINTAS CORPORATION #	4267844743	0	2026 8	INV	P	64.93	051526	314971	MAT RENTALS FOR PUB
002471	CINTAS CORPORATION #	4268588128	0	2026 8	INV	P	64.93	051526	314971	MAT RENTALS FOR PUB
							129.86			
				ACCOUNT TOTAL			129.86			
001100	525000			GAS AND OIL						
049764	GPM INVESTMENTS-MINI	11585008 4/26	0	2026 8	INV	P	263.56	051526	315014	MINIT MART CHARGES
				ACCOUNT TOTAL			263.56			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001100	535000			UNIFORMS, BADGES, ETC.						
002879	GALL'S LLC	034968868	2602941	2026 8	INV	P	87.90	051526	315009	BOOTS FOR LT.MORRIS
003588	MID SOUTH UNIFORM &	667002	2601924	2026 8	INV	P	27,578.58	051526	315070	BODY ARMOR REPLACEM
004017	REGIONS CARDHOLDER S	7382-04/30/26	0	2026 8	INV	P	494.76	051526	315126	7382-04/30/26 REGIO
				ACCOUNT TOTAL			28,161.24			
001100	535500			WEARING APPAREL						
002879	GALL'S LLC	034968868	2602941	2026 8	INV	P	152.54	051526	315009	BOOTS FOR LT.MORRIS
003590	MIDSOUTH SOLUTIONS	467076-1	2602656	2026 8	INV	P	720.00	051526	315071	PATROL SHIRTS FOR S
004017	REGIONS CARDHOLDER S	1212-04/30/26	0	2026 8	INV	P	496.79	051526	315126	1212-04/30/26 REGIO
004017	REGIONS CARDHOLDER S	5548-04/30/26	0	2026 8	INV	P	607.49	051526	315126	5548-04/30/26 REGIO
							1,104.28			
				ACCOUNT TOTAL			1,976.82			
001100	546000			MINOR EQUIPMENT						
048766	OFFICE DEPOT	466287526001	2602710	2026 8	INV	P	109.28	051526	315101	SD CARDS FOR PIO
				ACCOUNT TOTAL			109.28			
001100	570000			MTR VEHICLE REP. PTS/SPL						
002060	ADVANCE AUTO PARTS	5604611773414	2602814	2026 8	INV	P	2,220.81	051526	314938	PARTS FOR UNITS#193
002060	ADVANCE AUTO PARTS	5604612073482	2602860	2026 8	INV	P	255.71	051526	314938	TOOL FOR SERVICE CE
002060	ADVANCE AUTO PARTS	5604612173500	2602861	2026 8	INV	P	735.66	051526	314938	PARTS FOR UNITS#203
002060	ADVANCE AUTO PARTS	5604612673576	2602946	2026 8	INV	P	473.88	051526	314938	PARTS FOR UNITS 171
002060	ADVANCE AUTO PARTS	5604612773617	2602947	2026 8	INV	P	2,260.27	051526	314938	PARTS FOR UNITS 197
							5,946.33			
002471	CINTAS CORPORATION #	4267192463	0	2026 7	INV	P	73.54	051526	314971	SUPPLIES FOR SER. C
002471	CINTAS CORPORATION #	4267946171	0	2026 8	INV	P	43.58	051526	314971	SUPPLIES FOR SER. C
							117.12			
002648	DELTA FOREMOST CHEMI	238555	2602846	2026 8	INV	P	549.66	051526	314993	SUPPLIES FOR SERVIC
004514	UNIVERSITY TIRE & SE	INV269995	2602893	2026 8	INV	P	1,201.70	051526	315162	TIRES FOR UNITS#203
004514	UNIVERSITY TIRE & SE	INV270428	2602984	2026 8	INV	P	1,764.00	051526	315162	TIRES FOR STOCK
							2,965.70			
051212	GULF COAST OIL	139079	2602837	2026 8	INV	P	742.57	051526	315020	SUPPLIES FOR STOCK/
				ACCOUNT TOTAL			10,321.38			
001100	604900			OTHER PROFESSIONAL SERV.						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002522	COMCAST	04222026-05212026	0	2026 7	INV	P	121.66	051526	314981	CONVERTER BOX LEASE
004453	TRANSUNION RISK AND	362606-202604-1	0	2026 8	INV	P	656.90	051526	315156	ONLINE INVESTIGATIO
004453	TRANSUNION RISK AND	362606-202603-1	0	2026 7	INV	P	321.25	051526	315156	ONLINE INVESTIGATIO
							978.15			
				ACCOUNT TOTAL			1,099.81			
001100	606000			TELEPHONE AND TELEGRAPH						
002158	AT&T	L2026- 04.28.26	0	2026 8	INV	P	202.00	051526	314947	AT&T, ACCT M23 9055
002158	AT&T	M3182220010593 5/26	0	2026 8	INV	P	413.50	051526	314948	POLICE
							615.50			
002160	AT&T MOBILITY	287289913717X050526	0	2026 8	INV	P	7,628.80	051526	314950	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287308925627X050526	0	2026 8	INV	P	3,673.32	051526	314950	MB2016-287/WIRELESS
							11,302.12			
				ACCOUNT TOTAL			11,917.62			
001100	611000			TRAVEL EXPENSE						
004017	REGIONS CARDHOLDER S	5548-04/30/26	0	2026 8	INV	P	1,934.43	051526	315126	5548-04/30/26 REGIO
047313	JARVIS JASON	11301-OT	0	2026 8	INV	P	953.00	051526	315036	TRAVEL ADVANCE FOR
052338	CASSANDRA MCDANIEL	11303OT	0	2026 8	INV	P	888.00	051526	314936	TRAVEL ADVANCE FOR
				ACCOUNT TOTAL			3,775.43			
001100	611200			TRVL EXP-VICTIM'S ADV						
004017	REGIONS CARDHOLDER S	5548-04/30/26	0	2026 8	INV	P	675.00	051526	315126	5548-04/30/26 REGIO
				ACCOUNT TOTAL			675.00			
001100	612000			FREIGHT						
003590	MIDSOUTH SOLUTIONS	467076-1	2602656	2026 8	INV	P	11.40	051526	315071	PATROL SHIRTS FOR S
004505	UNITED PARCEL SERVIC	00008E1Y15186	0	2026 8	INV	P	30.00	051526	315161	SHIPPING FEES
				ACCOUNT TOTAL			41.40			
001100	626500			AUTOMOBILE INSURANCE						
004134	SCOTT, CLYDE C INSUR	57516	0	2026 8	INV	P	24,474.00	051526	315134	RNWL MOTORCYLE POLI
				ACCOUNT TOTAL			24,474.00			
001100	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2026-04.23B	0	2026 8	INV	P	124.50	051526	315081	MISSISSIPPI POWER E
003700	MS POWER COMPANY	E2026-04.27	0	2026 8	INV	P	121.68	051526	315080	MISSISSIPPI POWER E
003700	MS POWER COMPANY	E2026-04.28	0	2026 7	INV	P	18,971.84	051526	315079	MISSISSIPPI POWER-V

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							19,218.02			
				ACCOUNT TOTAL			19,218.02			
001100	635000			BUILDING R&M						
002672	DOLEAC ELECTRIC CO I	H31113	0	2026 8	INV	P	270.00	051526	314996	REPAIRS TO GLOBES O
004234	SMITH, JIM SERVICES	133	0	2026 8	INV	P	834.04	051526	315141	REPLACE SUCTION TEM
004234	SMITH, JIM SERVICES	151	0	2026 8	INV	P	471.81	051526	315141	REPAIRED WATER LEAK
							1,305.85			
047257	L & K EQUIPMENT	981	2602145	2026 7	INV	P	2,710.92	051526	315049	REPAIRS TO LIFTS AT
				ACCOUNT TOTAL			4,286.77			
001100	636500			OFFICE EQUIPMENT R&M						
003825	OWENS BUSINESS MACHI	538517	2603016	2026 8	INV	P	97.50	051526	315103	REPAIRS FOR RECORDS
004050	RICOH CORP	1105975650	0	2026 8	INV	P	319.95	051526	315129	REPAIRS TO PRINTER
004050	RICOH CORP	1106625877	0	2026 8	INV	P	16.00	051526	315129	LATE FEE
							335.95			
004446	TOSHIBA BUSINESS SOL	5878043	0	2026 8	INV	P	198.18	051526	315154	COPIER MAINTENANCE
				ACCOUNT TOTAL			631.63			
001100	638400			MOTOR VEHICLE EQ. R&M						
003476	MAACO COLLISION REPA	41773	2602701	2026 7	INV	P	2,855.36	051526	315059	REPAIR AND BREAKDOW
003861	PATTERSON AUTO ELECT	83281	2602821	2026 8	INV	P	3,000.00	051526	315106	REPAIRS TO UNIT#183
003861	PATTERSON AUTO ELECT	83286	2602931	2026 8	INV	P	909.42	051526	315106	REPAIRS TO UNIT#177
003861	PATTERSON AUTO ELECT	83291	2602957	2026 8	INV	P	583.27	051526	315106	REPAIRS TO UNIT#197
003861	PATTERSON AUTO ELECT	83292	2602959	2026 8	INV	P	785.50	051526	315106	REPAIRS TO UNIT#199
003861	PATTERSON AUTO ELECT	83296	2602995	2026 8	INV	P	150.00	051526	315106	REPAIRS TO UNIT 183
							5,428.19			
003915	PINE BELT CDJR, INC	556995	0	2026 8	INV	P	147.64	051526	315113	REPAIRS TO UNIT#219
				ACCOUNT TOTAL			8,431.19			
001100	639400			DISINFECT./EXTERMINATION						
003040	HAVARD PEST CONTROL	2659198	0	2026 8	INV	P	670.00	051526	315022	HAVARD PEST CONTROL
				ACCOUNT TOTAL			670.00			
001100	639800			TOW IN CHARGES						
003389	LARRY'S WRECKER SERV	13645	0	2026 8	INV	P	70.00	051526	315052	TOWING FOR UNIT 183
003389	LARRY'S WRECKER SERV	13923	0	2026 8	INV	P	150.00	051526	315052	TOWING FOR UNIT#178

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
003389	LARRY'S WRECKER SERV	14277	0	2026 8	INV	P	70.00	051526	315052	TOWING FOR UNIT#142
003389	LARRY'S WRECKER SERV	14342	0	2026 8	INV	P	70.00	051526	315052	TOW UNIT#19814, 7/0
003389	LARRY'S WRECKER SERV	14346	0	2026 8	INV	P	70.00	051526	315052	TOWING FOR UNIT#197
003389	LARRY'S WRECKER SERV	14436	0	2026 8	INV	P	70.00	051526	315052	TOWING FOR UNIT#183
003389	LARRY'S WRECKER SERV	14756	0	2026 8	INV	P	70.00	051526	315052	TOWING FOR UNIT#166
003389	LARRY'S WRECKER SERV	14756-001	0	2026 8	INV	P	70.00	051526	315052	TOWING FOR UNIT#166
003389	LARRY'S WRECKER SERV	14802	0	2026 8	INV	P	70.00	051526	315052	TOWING FOR UNIT#193
003389	LARRY'S WRECKER SERV	14811	0	2026 8	INV	P	70.00	051526	315052	TOWING FOR UNIT#183
003389	LARRY'S WRECKER SERV	14815	0	2026 8	INV	P	70.00	051526	315052	TOWING FOR UNIT#148
003389	LARRY'S WRECKER SERV	14842	0	2026 8	INV	P	70.00	051526	315052	TOWING FOR UNIT#197
003389	LARRY'S WRECKER SERV	14997	0	2026 8	INV	P	70.00	051526	315052	TOWING UNIT#19340
003389	LARRY'S WRECKER SERV	15109	0	2026 8	INV	P	70.00	051526	315052	TOWING FOR UNIT#G40
003389	LARRY'S WRECKER SERV	15122	0	2026 8	INV	P	70.00	051526	315052	TOWING FOR UNIT#183
003389	LARRY'S WRECKER SERV	15158	0	2026 8	INV	P	70.00	051526	315052	TOWING FOR UNIT#193
003389	LARRY'S WRECKER SERV	15174	0	2026 8	INV	P	70.00	051526	315052	TOWING FOR UNIT#217
003389	LARRY'S WRECKER SERV	15182	0	2026 8	INV	P	70.00	051526	315053	TOWING FOR UNIT#219
003389	LARRY'S WRECKER SERV	15220	0	2026 8	INV	P	70.00	051526	315052	TOWING FOR UNIT 197
003389	LARRY'S WRECKER SERV	15245	0	2026 8	INV	P	70.00	051526	315052	TOWING FOR UNIT 217
003389	LARRY'S WRECKER SERV	15254	0	2026 8	INV	P	70.00	051526	315052	TOWING FOR UNIT 197
003389	LARRY'S WRECKER SERV	25-14822	0	2026 8	INV	P	70.00	051526	315053	TOWING FOR UNIT#208
003389	LARRY'S WRECKER SERV	25-14853	0	2026 8	INV	P	70.00	051526	315053	TOWING FOR UNIT#183
							1,690.00			
				ACCOUNT TOTAL			1,690.00			
001100	641700			MOTORCYCLE RENT						
048971	ENTERPRISE FM TRUST	557302A-050526	0	2026 8	INV	P	10,649.60	051526	315002	MB # 2022-221 LEASE
				ACCOUNT TOTAL			10,649.60			
001100	684000			DUES AND MEMBERSHIPS						
004017	REGIONS CARDHOLDER S	5548-04/30/26	0	2026 8	INV	P	140.00	051526	315126	5548-04/30/26 REGIO
				ACCOUNT TOTAL			140.00			
001100	684500			REGISTRATION FEE/TUITION						
004017	REGIONS CARDHOLDER S	5548-04/30/26	0	2026 8	INV	P	2,122.36	051526	315126	5548-04/30/26 REGIO
				ACCOUNT TOTAL			2,122.36			
				ORG 001100 TOTAL			130,784.97			
001131			JOINT P&F TRNG.							
001131	501000			OTHER EXPENDABLE OFF.SPL						
003296	JUST SEW SOUTHERN	000095	0	2026 8	INV	P	50.00	051526	315041	CLASS #45 GUIDON FL
				ACCOUNT TOTAL			50.00			
001131	504000			PHOTO SUPPLIES						
004017	REGIONS CARDHOLDER S	1592-04/30/26	0	2026 8	INV	P	34.20	051526	315126	1592-04/30/26 REGIO

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL		34.20			
001131	507100				BOOKS-FIRE					
004017	REGIONS CARDHOLDER S	7382-04/30/26	0	2026 8	INV	P	194.95	051526	315126	7382-04/30/26 REGIO
					ACCOUNT TOTAL		194.95			
001131	535500				WEARING APPAREL					
004017	REGIONS CARDHOLDER S	1212-04/30/26	0	2026 8	INV	P	156.22	051526	315126	1212-04/30/26 REGIO
004017	REGIONS CARDHOLDER S	1592-04/30/26	0	2026 8	INV	P	288.21	051526	315126	1592-04/30/26 REGIO
							444.43			
					ACCOUNT TOTAL		444.43			
001131	535600				WEARING APPAREL-FIRE					
004017	REGIONS CARDHOLDER S	1212-04/30/26	0	2026 8	INV	P	184.55	051526	315126	1212-04/30/26 REGIO
004017	REGIONS CARDHOLDER S	5548-04/30/26	0	2026 8	INV	P	510.91	051526	315126	5548-04/30/26 REGIO
							695.46			
					ACCOUNT TOTAL		695.46			
001131	5460RR				MINOR EQUIP REGIONAL RESPONSE					
047346	HATTIESBURG CYCLES	197146	2602842	2026 8	INV	P	995.25	051526	315021	REPAIRS ACADEMY POL
					ACCOUNT TOTAL		995.25			
001131	5462FR				MINOR EQUIPMENT-FIRE					
003937	PLAY IT AGAIN SPORTS	EST-001127	2602868	2026 8	INV	P	99.00	051526	315115	KETTLEBELL FOR TRAI
					ACCOUNT TOTAL		99.00			
001131	546500				SWIFT WATER RESCUE SUP					
004017	REGIONS CARDHOLDER S	7382-04/30/26	0	2026 8	INV	P	334.29	051526	315126	7382-04/30/26 REGIO
					ACCOUNT TOTAL		334.29			
001131	599000				OTHER REPAIR/MAINT. SPL.					
002194	BARDING GENERATOR &	188100	2602920	2026 8	INV	P	194.95	051526	314952	MHD BATTERY FOR ENG
					ACCOUNT TOTAL		194.95			
001131	6110FR				TRAVEL - FIRE					
003101	HOCANSON, NICHOLAS	HOCANSON/11294	0	2026 8	INV	P	272.00	051526	315025	ROPE RESCUE TECH CL
004641	WHITEHEAD, LOGAN	WHITEHEAD/11298	0	2026 8	INV	P	272.00	051526	315170	ROPE RESCUE AWARENE
050866	SMITH ROBERT	SMITH/11296	0	2026 8	INV	P	272.00	051526	315140	FIRE MANAGEMENT 101
051383	ROBERSON, JOSHUA	ROBERSON/11295	0	2026 8	INV	P	272.00	051526	315132	ROPE RESCUE TECH CL

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
051440	RHODES, ZADRENOD	RHODES/11297	0	2026 8	INV	P	272.00	051526	315128	ROPE RESCUE AWARENE
052335	JAMES GRAVES	GRAVES/11299	0	2026 8	INV	P	340.00	051526	315034	IN PERSON PORTION O
				ACCOUNT TOTAL			1,700.00			
001131	630000			GAS						
004321	SPIRE	G2026-05.05	0	2026 8	INV	P	197.62	051526	315147	SPIRE-(WILMUNT GAS)
				ACCOUNT TOTAL			197.62			
001131	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2026-04.28	0	2026 7	INV	P	1,718.07	051526	315079	MISSISSIPPI POWER-V
				ACCOUNT TOTAL			1,718.07			
				ORG 001131 TOTAL			6,658.22			
001160			FIRE DIVISION							
001160	501000			OTHER EXPENDABLE OFF.SPL						
050056	AMAZON CAPITAL	1H47-YN9W-4HLP	2602784	2026 8	INV	P	179.33	051526	314943	HFD ADMIN OFFICE SU
				ACCOUNT TOTAL			179.33			
001160	510000			CLEANING/JANITORIAL SPLY						
002471	CINTAS CORPORATION #	4267193123	0	2026 8	INV	P	59.29	051526	314971	HFD MECHANIC SHOP C
048909	BRADY COMPANIES, LLC	11664999	2602639	2026 8	INV	P	84.00	051526	314955	HFD CLEANING & JANI
				ACCOUNT TOTAL			143.29			
001160	512000			MEDICAL SUPPLIES						
050056	AMAZON CAPITAL	1GKP-H9PW-KRYW	2602706	2026 8	INV	P	180.16	051526	314943	HFD STATION & MEDIC
050056	AMAZON CAPITAL	1XMG-W1FV-D6GR	2602706	2026 8	INV	P	177.66	051526	314943	HFD STATION & MEDIC
							357.82			
				ACCOUNT TOTAL			357.82			
001160	546000			MINOR EQUIPMENT						
004017	REGIONS CARDHOLDER S	1212-04/30/26	0	2026 8	INV	P	353.89	051526	315126	1212-04/30/26 REGIO
				ACCOUNT TOTAL			353.89			
001160	560000			BUILDING MATERIALS & SPLY						
002883	GARNER LUMLEY ELECTR	627399	2602791	2026 8	INV	P	179.80	051526	315010	HFD STATION 3 LIGH
002883	GARNER LUMLEY ELECTR	627521	2602832	2026 8	INV	P	107.88	051526	315010	HFD STATION 3 REPAI
							287.68			
003473	M M C MATERIALS INC-	1013987	2602757	2026 8	INV	P	613.00	051526	315058	HFD STATION 6 WALKW

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL			900.68			
001160	561000			PLUMBING SUPPLIES						
003543	MCELHANEY PLUMBING I	320028	2602797	2026 8	INV	P	38.20	051526	315063	HFD STATION 3 PLUMB
004017	REGIONS CARDHOLDER S	1592-04/30/26	0	2026 8	INV	P	127.33	051526	315126	1592-04/30/26 REGIO
				ACCOUNT TOTAL			165.53			
001160	570000			MTR VEHICLE REP. PTS/SPL						
004017	REGIONS CARDHOLDER S	3414-04/30/26	0	2026 8	INV	P	330.63	051526	315126	3414-04/30/26 REGIO
004368	SUNBELT FIRE INC	00039076	2602596	2026 8	INV	P	88.25	051526	315148	HFD ENGINE 4 UNIT #
004368	SUNBELT FIRE INC	00039275	2602767	2026 8	INV	P	618.43	051526	315148	HFD ENG 3 UNIT #180
							706.68			
004465	TRUCKPRO LLC	039-0742325	2602796	2026 8	INV	P	109.64	051526	315157	HFD ENGINE 3 UNIT #
051212	GULF COAST OIL	139071	2602806	2026 8	INV	P	628.94	051526	315020	HFD STOCK SUPPLIES
				ACCOUNT TOTAL			1,775.89			
001160	575600			SCBA REPAIR PTS/SPL						
002733	EMERGENCY EQUIPMENT	528765	0	2026 8	INV	P	975.88	051526	315000	HFD SCBA MAINTENANC
				ACCOUNT TOTAL			975.88			
001160	599000			OTHER REPAIR/MAINT. SPL.						
050056	AMAZON CAPITAL	1XMG-W1FV-D6GR	2602706	2026 8	INV	P	43.78	051526	314943	HFD STATION & MEDIC
				ACCOUNT TOTAL			43.78			
001160	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287290217384X050526	0	2026 8	INV	P	936.79	051526	314950	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287308925627X050526	0	2026 8	INV	P	414.08	051526	314950	MB2016-287/WIRELESS
							1,350.87			
				ACCOUNT TOTAL			1,350.87			
001160	611000			TRAVEL EXPENSE						
002663	DILLARD, ROBERT	11264	0	2026 8	INV	P	700.93	051526	314995	HFD ROBERT DILLARD
004017	REGIONS CARDHOLDER S	3414-04/30/26	0	2026 8	INV	P	324.32	051526	315126	3414-04/30/26 REGIO
				ACCOUNT TOTAL			1,025.25			
001160	612000			FREIGHT						
004368	SUNBELT FIRE INC	00039076	2602596	2026 8	INV	P	28.80	051526	315148	HFD ENGINE 4 UNIT #
004368	SUNBELT FIRE INC	00039275	2602767	2026 8	INV	P	36.68	051526	315148	HFD ENG 3 UNIT #180

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							65.48			
004465	TRUCKPRO LLC	039-0742325	2602796	2026 8	INV	P	23.89	051526	315157	HFD ENGINE 3 UNIT #
				ACCOUNT TOTAL			89.37			
001160	630000			GAS						
004321	SPIRE	G2026-04.27	0	2026 8	INV	P	169.50	051526	315147	SPIRE-(WILMUNT GAS)
004321	SPIRE	G2026-05.05	0	2026 8	INV	P	472.30	051526	315147	SPIRE-(WILMUNT GAS)
							641.80			
				ACCOUNT TOTAL			641.80			
001160	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2026-04.28	0	2026 7	INV	P	4,865.71	051526	315079	MISSISSIPPI POWER-V
003873	PEARL RIVER VALLEY E	2026-04.24	0	2026 8	INV	P	786.77	051526	315108	PEARL RIVER VALLEY-
004282	SOUTHERN PINE ELECTR	E2026- 5.01.26	0	2026 8	INV	P	937.24	051526	315144	SOUTHERN PINE ELECT
004282	SOUTHERN PINE ELECTR	E2026-05.05.26	0	2026 8	INV	P	129.72	051526	315144	SOUTHERN PINE ELECT
							1,066.96			
				ACCOUNT TOTAL			6,719.44			
001160	631500			WATER						
002146	ARNOLD LINE WATER AS	T2026-04.19	0	2026 7	INV	P	38.00	051526	314946	ARNOLD LINE WATER-H
				ACCOUNT TOTAL			38.00			
001160	639000			COMMUNICATION EQ. R&M						
002535	COMSOUTH	212829	0	2026 8	INV	P	727.00	051526	314983	HFD RADIO BREAKDOWN
002535	COMSOUTH	212830	0	2026 8	INV	P	727.00	051526	314983	HFD RADIO BREAKDOWN
							1,454.00			
				ACCOUNT TOTAL			1,454.00			
001160	639400			DISINFECT./EXTERMINATION						
003040	HAVARD PEST CONTROL	2630572	0	2026 8	INV	P	75.00	051526	315022	HAVARD PEST- 175147
003040	HAVARD PEST CONTROL	2647305	0	2026 8	INV	P	48.00	051526	315022	HAVARD PEST CONTROL
							123.00			
				ACCOUNT TOTAL			123.00			
001160	641000			OFFICE EQUIPMENT RENT						
004050	RICOH CORP	5073149225	0	2026 8	INV	P	28.54	051526	315129	HFD ADMIN COPIER RE
				ACCOUNT TOTAL			28.54			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001160	643500				MOP-MAT-RAG RENT					
002471	CINTAS CORPORATION #	4267947246	0	2026 8	INV	P	93.36	051526	314970	HFD ADMIN OFFICE MA
					ACCOUNT TOTAL		93.36			
					ORG 001160 TOTAL		16,459.72			
001180				LAND DEVEL.ADM.						
001180	507000				BOOKS					
004017	REGIONS CARDHOLDER S	5548-04/30/26	0	2026 8	INV	P	321.50	051526	315126	5548-04/30/26 REGIO
					ACCOUNT TOTAL		321.50			
001180	570000				MTR VEHICLE REP. PTS/SPL					
002815	FIRESTONE COMPLETE A	290407	2602904	2026 8	INV	P	54.68	051526	315006	OIL CHANGE - UNIT 1
					ACCOUNT TOTAL		54.68			
001180	601300				DEMOLITION					
003718	MSP ENTERPRISES, LLC	042926-0	0	2026 8	INV	P	4,618.73	051526	315096	DEMO - 1100 DEASON
					ACCOUNT TOTAL		4,618.73			
001180	601600				TITLE OPINIONS					
004076	ROGERS, KEVIN	05-08-2026	0	2026 8	INV	P	1,500.00	051526	315133	TITLE OPINION - 05
					ACCOUNT TOTAL		1,500.00			
001180	601800				LOT CLEARING					
004417	TERRY'S BACKHOE AND	1200	0	2026 8	INV	P	241.25	051526	315151	LOT CLEARING - 0 N
004417	TERRY'S BACKHOE AND	1201	0	2026 8	INV	P	241.25	051526	315151	LOT CLEARING - 0 N
							482.50			
					ACCOUNT TOTAL		482.50			
001180	602300				ABSTRACTING & RECORDING					
002847	FORREST COUNTY CHANC	250COMDEV	0	2026 8	INV	P	27.00	051526	315007	RECORDING FEES FOR
					ACCOUNT TOTAL		27.00			
001180	606000				TELEPHONE AND TELEGRAPH					
002160	AT&T MOBILITY	287290252011X050526	0	2026 8	INV	P	570.22	051526	314950	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287308925627X050526	0	2026 8	INV	P	414.08	051526	314950	MB2016-287/WIRELESS
							984.30			
					ACCOUNT TOTAL		984.30			
001180	611000				TRAVEL EXPENSE					
003996	QUINN, WILEY	NPC 2026	0	2026 8	INV	P	51.75	051526	315123	PAYMENT PER SOS FRO

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL		51.75			
001180	620000			PRINTING						
004057	RJ YOUNG COMPANY	INV8050017	0	2026 8	INV	P	408.78	051526	315130	AAA145348 - BUILDIN
					ACCOUNT TOTAL		408.78			
					ORG 001180 TOTAL		8,449.24			
001190			P/S CONTRAC.SER							
001190	681500			JAIL EXPENSE						
003371	LAMAR CTY SHERIFF	03012026-03312026	0	2026 8	INV	P	300.00	051526	315050	INMATE HOUSING MARC
003371	LAMAR CTY SHERIFF	04012026-04302026	0	2026 8	INV	P	90.00	051526	315050	INMATE HOUSING APRI
							390.00			
					ACCOUNT TOTAL		390.00			
					ORG 001190 TOTAL		390.00			
001191			TRAFFIC MAINT.							
001191	554000			TRAFFIC CONTROL EQ. SPLY.						
002608	CUSTOM PRODUCTS CORP	INV45845	2602104	2026 8	INV	P	3,328.13	051526	314989	BRACKET FOR STREET
004060	ROADSAFE TRAFFIC SYS	270537	2601908	2026 7	INV	P	4,334.55	051526	315131	BARRICADES
004555	VULCAN SIGNS	R70897	2602445	2026 7	INV	P	4,919.00	051526	315163	STREET SIGNS
004555	VULCAN SIGNS	R72010	2602574	2026 7	INV	P	4,974.28	051526	315163	EXTRUDED BLANKS
							9,893.28			
					ACCOUNT TOTAL		17,555.96			
001191	554500			TRAFFIC SIGNS						
002113	AMERICAN SIGNS	1763-26	2602772	2026 7	INV	P	290.00	051526	314945	STREET SIGNS
004205	SIGNS FIRST	inv-97071	2602677	2026 8	INV	P	353.14	051526	315139	SIGNS
					ACCOUNT TOTAL		643.14			
001191	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287308925627X050526	0	2026 8	INV	P	310.56	051526	314950	MB2016-287/WIRELESS
					ACCOUNT TOTAL		310.56			
001191	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2026-04.28	0	2026 7	INV	P	1,094.73	051526	315079	MISSISSIPPI POWER-V
					ACCOUNT TOTAL		1,094.73			
001191	643000			UNIFORM RENT						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002471	CINTAS CORPORATION #	4267944137	0	2026 8	INV	P	40.89	051526	314971	TRAFFIC UNIFORM SC/
002471	CINTAS CORPORATION #	4268699692	0	2026 8	INV	P	40.89	051526	314971	TRAFFIC UNIFORM SC/
							81.78			
				ACCOUNT TOTAL			81.78			
001191 643500				MOP-MAT-RAG RENT						
002471	CINTAS CORPORATION #	4267943697	0	2026 8	INV	P	9.02	051526	314972	TRAFFIC MATS S/8200
002471	CINTAS CORPORATION #	4268699151	0	2026 8	INV	P	9.02	051526	314972	TRAFFIC MATS S/8200
							18.04			
				ACCOUNT TOTAL			18.04			
001191 687000				CUSTODIAL SERVICE						
050404	PRECIOUS TATE JASPER 1G		2600808	2026 8	INV	P	311.87	051526	315119	TWO-QUOTE JANITORIA
				ACCOUNT TOTAL			311.87			
				ORG 001191 TOTAL			20,016.08			
001201			STREET DIV.							
001201 513000				CHEMICALS						
002443	CERTIFIED LABORATORI	9596731	2602755	2026 7	INV	P	4,993.15	051526	314969	MILE HI, DIESEL MAT
				ACCOUNT TOTAL			4,993.15			
001201 540000				ASPHALT & ASPHALT PROD.						
004586	WARREN PAVING INC	125006	2602641	2026 7	INV	P	447.59	051526	315165	ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	125013	2602641	2026 7	INV	P	303.73	051526	315165	ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	125075	2602641	2026 7	INV	P	347.68	051526	315165	ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	125146	2602641	2026 8	INV	P	159.86	051526	315165	ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	125375	2602641	2026 8	INV	P	850.23	051526	315165	ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	125486	2602641	2026 8	INV	P	123.89	051526	315165	ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	125667	2602641	2026 8	INV	P	120.89	051526	315165	ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	125705	2602641	2026 8	INV	P	483.56	051526	315165	ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	125765	2602641	2026 8	INV	P	480.57	051526	315165	ASPHALT/VARIOUS LOC
							3,318.00			
				ACCOUNT TOTAL			3,318.00			
001201 559000				OTHER OPERATING MATL/SPLY						
002471	CINTAS CORPORATION #	4267944010	0	2026 8	INV	P	147.89	051526	314970	MOP, SANITZER, COMM
002471	CINTAS CORPORATION #	4268699702	0	2026 8	INV	P	88.63	051526	314971	MOP, AIR & SOAP SVC
							236.52			
				ACCOUNT TOTAL			236.52			
001201 570000				MTR VEHICLE REP. PTS/SPL						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002569	COVINGTON SALES & SE	105072	2602638	2026 8	INV	P	543.00	051526	314988	GUTTER BROOMS/UNIT
048827	CARQUEST	014439	2602869	2026 8	INV	P	52.83	051526	314967	BELTS/UNIT 20405
				ACCOUNT TOTAL			595.83			
001201	575500			AGRICLTRL REPAIR PTS/SPL						
003515	MAULDIN COMPANY	67498	2602849	2026 8	INV	P	127.00	051526	315061	SWITCHES/UNIT 15776
003986	PUCKETT MACHINERY CO	P05C5838518	2602760	2026 8	INV	P	503.40	051526	315122	GLASS UNIT 18035
				ACCOUNT TOTAL			630.40			
001201	604900			OTHER PROFESSIONAL SERV.						
002160	AT&T MOBILITY	287308925627X050526	0	2026 8	INV	P	776.40	051526	314950	MB2016-287/WIRELESS
048836	PAYTON, RAY A.	1301	0	2026 8	INV	P	1,150.00	051526	315107	WEEKLY MAINTENANCE-
048966	MARTINEZ DAVID J	265	0	2026 8	INV	P	1,400.00	051526	315060	WEEKLY MAINTENANCE-
048966	MARTINEZ DAVID J	266	0	2026 8	INV	P	5,600.00	051526	315060	WEEKLY MAINTENANCE-
048966	MARTINEZ DAVID J	267	0	2026 8	INV	P	1,000.00	051526	315060	WEEKLY MAINTENANCE-
							8,000.00			
				ACCOUNT TOTAL			9,926.40			
001201	638400			MOTOR VEHICLE EQ. R&M						
004297	SOUTHERN TIRE MART (	2520211305	2602833	2026 8	INV	P	1,326.00	051526	315146	TIRE CHANGE UNIT 22
047021	HINTON, ANTHONY	000678	2602739	2026 8	INV	P	2,605.71	051526	315024	REPAIRS ON UNIT 164
				ACCOUNT TOTAL			3,931.71			
001201	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4267943740	0	2026 8	INV	P	29.30	051526	314972	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4267943894	0	2026 8	INV	P	25.21	051526	314972	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4267943994	0	2026 8	INV	P	101.14	051526	314970	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4267944044	0	2026 8	INV	P	51.27	051526	314971	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4267944102	0	2026 8	INV	P	37.25	051526	314972	MAT RENTALS/SC 8200
002471	CINTAS CORPORATION #	4268699360	0	2026 8	INV	P	93.71	051526	314970	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4268699593	0	2026 8	INV	P	101.14	051526	314970	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4268699615	0	2026 8	INV	P	51.27	051526	314971	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4268699649	0	2026 8	INV	P	37.25	051526	314972	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	42686999314	0	2026 8	INV	P	29.30	051526	314972	UNIFOR
							556.84			
				ACCOUNT TOTAL			556.84			
				ORG 001201 TOTAL			24,188.85			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001202			STREET LIGHTS							
001202 630500				ELECTRICITY						
003700	MS POWER COMPANY	E2026- 4.28.2026C	0	2026 8	INV	P	70.83	051526	315084	MISSISSIPPI POWER-
003700	MS POWER COMPANY	E2026- 4.29.2026	0	2026 8	INV	P	135.88	051526	315085	MISSISSIPPI POWER-
003700	MS POWER COMPANY	E2026- 4.29.2026B	0	2026 8	INV	P	67.33	051526	315086	MISSISSIPPI POWER-
003700	MS POWER COMPANY	E2026- 4.30.2026	0	2026 8	INV	P	67.33	051526	315087	MISSISSIPPI POWER-
003700	MS POWER COMPANY	E2026- 4.30.2026B	0	2026 8	INV	P	172.12	051526	315088	MISSISSIPPI POWER-
003700	MS POWER COMPANY	E2026- 5.04.2026	0	2026 8	INV	P	142.65	051526	315089	MISSISSIPPI POWER-
003700	MS POWER COMPANY	E2026-04.23	0	2026 8	INV	P	68.04	051526	315082	MISSISSIPPI POWER E
003700	MS POWER COMPANY	E2026-04.28	0	2026 7	INV	P	129,632.34	051526	315079	MISSISSIPPI POWER-V
003700	MS POWER COMPANY	E2026-05.06	0	2026 8	INV	P	138.16	051526	315093	MISSISSIPPI POWER -
003700	MS POWER COMPANY	E2026-05.07.2026	0	2026 8	INV	P	144.08	051526	315092	MISSISSIPPI POWER-2
003700	MS POWER COMPANY	E2026-05.07.26	0	2026 8	INV	P	203.15	051526	315091	MISSISSIPPI POWER E
							130,841.91			
003873	PEARL RIVER VALLEY E	2026 04.24.26B	0	2026 8	INV	P	1,667.93	051526	315108	PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY E	2026 04.24.26C	0	2026 8	INV	P	192.35	051526	315108	PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY E	2026 04.27.26	0	2026 8	INV	P	645.18	051526	315108	PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY E	2026 04.28.26	0	2026 8	INV	P	56.14	051526	315108	PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY E	2026-04.22A	0	2026 8	INV	P	772.00	051526	315108	PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY E	2026-04.24	0	2026 8	INV	P	962.50	051526	315108	PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY E	2026-04.30.26	0	2026 8	INV	P	396.00	051526	315108	PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY E	2026-05.06.26	0	2026 8	INV	P	957.74	051526	315108	PEARL RIVER VALLEY-
							5,649.84			
004282	SOUTHERN PINE ELECTR	E2026- 5.01.26	0	2026 8	INV	P	2,343.25	051526	315144	SOUTHERN PINE ELECT
004282	SOUTHERN PINE ELECTR	E2026-05.05.26	0	2026 8	INV	P	74.04	051526	315144	SOUTHERN PINE ELECT
							2,417.29			
				ACCOUNT TOTAL			138,909.04			
				ORG 001202 TOTAL			138,909.04			
001203			ENGR/PUBLIC SER							
001203 604900				OTHER PROFESSIONAL SERV.						
002609	D L T SOLUTIONS LLC	SI733934	2602563	2026 8	INV	P	330.00	051526	314990	AUTODESK SUBSCRIPTI
				ACCOUNT TOTAL			330.00			
001203 606000				TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287308925627X050526	0	2026 8	INV	P	310.56	051526	314950	MB2016-287/WIRELESS
				ACCOUNT TOTAL			310.56			
001203 630000				GAS						
004321	SPIRE	G2026-05.05	0	2026 8	INV	P	162.54	051526	315147	SPIRE-(WILMUNT GAS)
				ACCOUNT TOTAL			162.54			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001203	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2026-04.28	0	2026 7	INV	P	418.86	051526	315079	MISSISSIPPI POWER-V
				ACCOUNT TOTAL			418.86			
001203	641000			OFFICE EQUIPMENT RENT						
004057	RJ YOUNG COMPANY	INV8022579	0	2026 7	INV	P	298.44	051526	315130	MB 2022-316 COPIER
004057	RJ YOUNG COMPANY	INV8026679	0	2026 7	INV	P	132.63	051526	315130	MB 2022-377 CANON T
							431.07			
				ACCOUNT TOTAL			431.07			
001203	687000			CUSTODIAL SERVICE						
050404	PRECIOUS TATE JASPER 1G		2600808	2026 8	INV	P	311.87	051526	315119	TWO-QUOTE JANITORIA
				ACCOUNT TOTAL			311.87			
001203	699900			SERVICES NOT SPECIFIED						
004151	SEMACONNECT INC	INV9385485	0	2026 7	INV	P	480.00	051526	315136	2021 NETWORK FEES F
004151	SEMACONNECT INC	INV9385486	0	2026 7	INV	P	480.00	051526	315136	ANN NETWORK FEE FOR
004151	SEMACONNECT INC	INV9389158	0	2026 7	INV	P	440.00	051526	315136	ANN NETWORK FEE ELE
004151	SEMACONNECT INC	INV9399288	0	2026 7	INV	P	480.00	051526	315136	ANN NETWORK FEE ELE
004151	SEMACONNECT INC	INV9414472	0	2026 7	INV	P	480.00	051526	315136	2025 ANN NETWORK FE
							2,360.00			
				ACCOUNT TOTAL			2,360.00			
				ORG 001203 TOTAL			4,324.90			
001204			SHOP DIVISION							
001204	630000			GAS						
004321	SPIRE	G2026-05.05	0	2026 8	INV	P	154.32	051526	315147	SPIRE-(WILMUNT GAS)
				ACCOUNT TOTAL			154.32			
001204	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2026-04.28	0	2026 7	INV	P	2,750.46	051526	315079	MISSISSIPPI POWER-V
				ACCOUNT TOTAL			2,750.46			
001204	642500			CYLINDER RENT						
002071	AIRGAS USA LLC (NORD	5523589057	0	2026 8	INV	P	918.92	051526	314939	CYLINDER RENTAL/PW
				ACCOUNT TOTAL			918.92			
001204	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4267944023	0	2026 8	INV	P	101.86	051526	314970	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4268699477	0	2026 8	INV	P	91.98	051526	314970	UNIFORM RENTALS SC

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							193.84			
				ACCOUNT TOTAL			193.84			
				ORG 001204 TOTAL			4,017.54			
001205			G O & F S DIV.							
001205	604900			OTHER PROFESSIONAL SERV.						
051159	INTEVACON FLEET CARD	11591656	0	2026 8	INV	P	250.00	051526	315032	MONTHLY ACCESS FEE/
				ACCOUNT TOTAL			250.00			
001205	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2026-04.28	0	2026 7	INV	P	88.90	051526	315079	MISSISSIPPI POWER-V
				ACCOUNT TOTAL			88.90			
				ORG 001205 TOTAL			338.90			
001206			DRAINAGE DIV.							
001206	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287290252011X050526	0	2026 8	INV	P	125.92	051526	314950	MB2016-287/WIRELESS
				ACCOUNT TOTAL			125.92			
				ORG 001206 TOTAL			125.92			
001207			CONSTRUCTION							
001207	559000			OTHER OPERATING MATL/SPLY						
002883	GARNER LUMLEY ELECTR	627882	2602911	2026 8	INV	P	51.79	051526	315010	WIRE STRIPPERS/ CON
				ACCOUNT TOTAL			51.79			
001207	560500			ELECTRICAL SUPPLIES						
002672	DOLEAC ELECTRIC CO I	H31137	0	2026 8	INV	P	1,195.20	051526	314996	REPAIR LIGHTING FOR
002883	GARNER LUMLEY ELECTR	627748	2602917	2026 8	INV	P	149.50	051526	315010	LIGHTS FOR STREET L
004256	SOLAR SUPPLY INC	3401060	2602794	2026 7	INV	P	58.55	051526	315142	LEADS FOR CONSTRUCT
				ACCOUNT TOTAL			1,403.25			
001207	604900			OTHER PROFESSIONAL SERV.						
003191	INTERFACE SECURITY S	21091053	0	2026 8	INV	P	55.13	051526	315031	SECURITY FOR TWIN F
				ACCOUNT TOTAL			55.13			
001207	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4267943883	0	2026 8	INV	P	39.54	051526	314971	UNIFORM RENTAL/CONS
002471	CINTAS CORPORATION #	4268699370	0	2026 8	INV	P	39.54	051526	314971	UNIFORM RENTAL/CONS

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							79.08			
				ACCOUNT TOTAL			79.08			
				ORG 001207 TOTAL			1,589.25			
001220			SANITATION DIV.							
001220	559000			OTHER OPERATING MATL/SPLY						
002472	CINTAS FIRST AID J71	5323336404	0	2026 8	INV	P	46.19	051526	314974	SANITATION-FIRST AI
002472	CINTAS FIRST AID J71	5328197204	0	2026 8	INV	P	89.19	051526	314974	SANITATION-FIRST AI
002472	CINTAS FIRST AID J71	5334138801	0	2026 8	INV	P	36.70	051526	314973	SANITATION-FIRST AI
							172.08			
				ACCOUNT TOTAL			172.08			
001220	570000			MTR VEHICLE REP. PTS/SPL						
002160	AT&T MOBILITY	287308925627X050526	0	2026 8	INV	P	1,112.84	051526	314950	MB2016-287/WIRELESS
002739	EMPIRE TRUCK SALES	CE006248333:01	2602872	2026 8	INV	P	473.06	051526	315001	PARTS-COOLER-POWER
002739	EMPIRE TRUCK SALES	CE006248512:01	2602943	2026 8	INV	P	362.14	051526	315001	PARTS-SEAL KIT-QE00
							835.20			
004297	SOUTHERN TIRE MART (	2520211664	2602907	2026 8	INV	P	2,720.00	051526	315146	TIRES-SANITATION DE
				ACCOUNT TOTAL			4,668.04			
001220	604900			OTHER PROFESSIONAL SERV.						
002160	AT&T MOBILITY	287290252011X050526	0	2026 8	INV	P	81.46	051526	314950	MB2016-287/WIRELESS
				ACCOUNT TOTAL			81.46			
001220	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2026-04.28	0	2026 7	INV	P	479.00	051526	315079	MISSISSIPPI POWER-V
				ACCOUNT TOTAL			479.00			
001220	638400			MOTOR VEHICLE EQ. R&M						
003380	LANCASTER'S MACHINE	26107	2602554	2026 8	INV	P	425.00	051526	315051	REPAIRS-UNIT 19887-
004139	SCOTTS HYDRAULIC SER	68039	2602973	2026 8	INV	P	1,068.25	051526	315135	REPAIRS-UNIT 21943-
				ACCOUNT TOTAL			1,493.25			
001220	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4267190917	0	2026 8	INV	P	457.88	051526	314970	SC 8200083585-UNIFO
002471	CINTAS CORPORATION #	4267944201	0	2026 8	INV	P	236.22	051526	314970	SC 8200083585-UNIOR
002471	CINTAS CORPORATION #	4268699659	0	2026 8	INV	P	660.93	051526	314970	SC 8200083585-UNIOR
							1,355.03			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
						ACCOUNT TOTAL 1,355.03			
001220 643500						MOP-MAT-RAG RENT			
002471 CINTAS CORPORATION #	4267189997	0	2026	8	INV	P 72.36	051526	314971	SC 8200083585-MOP R
002471 CINTAS CORPORATION #	4267190032	0	2026	8	INV	P 34.20	051526	314972	SC 8200083585-MAT R
002471 CINTAS CORPORATION #	4267943763	0	2026	8	INV	P 34.20	051526	314972	SC 8200083585-MAT R
002471 CINTAS CORPORATION #	4267943783	0	2026	8	INV	P 72.36	051526	314971	SC 8200083585-MOP R
002471 CINTAS CORPORATION #	4268699263	0	2026	8	INV	P 34.20	051526	314972	SC 8200083585-MAT R
002471 CINTAS CORPORATION #	4268699292	0	2026	8	INV	P 72.36	051526	314971	SC 8200083585-MOP R
						319.68			
						ACCOUNT TOTAL 319.68			
001220 688000						TIPPING FEES			
003920 PINE BELT REGIONAL S	8964	0	2026	8	INV	P 38,199.40	051526	315114	MB# 2023-181 RUBBIS
004591 WASTE MANAGEMENT OF	0014801-2526-7	0	2026	8	INV	P 5,016.08	051526	315166	MB# 2023-181RUBBISH
051374 WASTE PRO OF MS, INC	24820	0	2026	8	INV	P 24,168.00	051526	315167	DISPOSAL OF WASTE T
051374 WASTE PRO OF MS, INC	24821	0	2026	8	INV	P 8,832.00	051526	315167	DISPOSAL OF WASTE T
						33,000.00			
						ACCOUNT TOTAL 76,215.48			
001220 689000						RECYCLING FEES			
004030 REPUBLIC SERVICES IN	0991-000384083	2602514	2026	8	INV	P 24,528.28	051526	315127	OPEN P.O.-RECYCLING
						ACCOUNT TOTAL 24,528.28			
						ORG 001220 TOTAL 109,312.30			
001250		HEALTH DIVISION							
001250 559000						OTHER OPERATING MATL/SPLY			
004017 REGIONS CARDHOLDER S	7382-04/30/26	0	2026	8	INV	P 499.99	051526	315126	7382-04/30/26 REGIO
						ACCOUNT TOTAL 499.99			
						ORG 001250 TOTAL 499.99			
001260		ANIMAL CONTROL							
001260 535500						WEARING APPAREL			
004017 REGIONS CARDHOLDER S	5548-04/30/26	0	2026	8	INV	P 700.80	051526	315126	5548-04/30/26 REGIO
						ACCOUNT TOTAL 700.80			
001260 699900						SERVICES NOT SPECIFIED			
004283 SOUTHERN PINES ANIMA	06.2026	0	2026	8	INV	P 20,833.33	051526	315145	HOUSING OF ANIMALS
						ACCOUNT TOTAL 20,833.33			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
			ORG 001260 TOTAL				21,534.13			
001551		AIRPORT DIV.								
001551 560000			BUILDING MATERIALS & SPLY							
004256	SOLAR SUPPLY INC	3401203	2602902	2026 8	INV	P	34.87	051526	315142	A/C REPAIR SUPPLIES
			ACCOUNT TOTAL				34.87			
001551 630000			GAS							
004321	SPIRE	G2026-05.05	0	2026 8	INV	P	35.08	051526	315147	SPIRE-(WILMUNT GAS)
			ACCOUNT TOTAL				35.08			
001551 630500			ELECTRICITY							
003700	MS POWER COMPANY	E2026-04.28	0	2026 7	INV	P	1,567.00	051526	315079	MISSISSIPPI POWER-V
			ACCOUNT TOTAL				1,567.00			
			ORG 001551 TOTAL				1,636.95			
001553		CEMETERY DIV								
001553 501000			OTHER EXPENDABLE OFF.SPL							
004017	REGIONS CARDHOLDER S	5548-04/30/26	0	2026 8	INV	P	136.84	051526	315126	5548-04/30/26 REGIO
			ACCOUNT TOTAL				136.84			
001553 502000			MINOR OFFICE EQUIP/FURN.							
003825	OWENS BUSINESS MACHI	537074	0	2026 7	INV	P	15.87	051526	315103	CEMETERY COPIER MON
			ACCOUNT TOTAL				15.87			
001553 544000			HORT./LANDSCAPING SPLY.							
002049	ADAMS NURSERY	257953	2602905	2026 8	INV	P	99.85	051526	314937	PLANTS FOR HIGHLAND
			ACCOUNT TOTAL				99.85			
001553 570000			MTR VEHICLE REP. PTS/SPL							
048827	CARQUEST	014706	2602997	2026 8	INV	P	170.70	051526	314967	BATTERY FOR UNIT #
048827	CARQUEST	14775	2603035	2026 8	INV	P	54.96	051526	314967	VEHICLE MAINTENANCE
							225.66			
			ACCOUNT TOTAL				225.66			
001553 575500			AGRICLTRL REPAIR PTS/SPL							
004297	SOUTHERN TIRE MART (	2520211454	2602863	2026 7	INV	P	172.85	051526	315146	TIRE REPAIR FOR DUM
			ACCOUNT TOTAL				172.85			
001553 606000			TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287308925627X050526	0	2026 8	INV	P	336.44	051526	314950	MB2016-287/WIRELESS

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL			336.44			
001553	630000			GAS						
004321	SPIRE	G2026-05.05	0	2026 8	INV	P	35.08	051526	315147	SPIRE-(WILMUNT GAS)
				ACCOUNT TOTAL			35.08			
001553	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2026-04.28	0	2026 7	INV	P	622.57	051526	315079	MISSISSIPPI POWER-V
003873	PEARL RIVER VALLEY E	2026 04.24.26C	0	2026 8	INV	P	66.05	051526	315108	PEARL RIVER VALLEY-
				ACCOUNT TOTAL			688.62			
001553	733500			AGRICULTURAL EQUIPMENT						
002083	ALLBRITTON CHAIN SAW	115632	2602840	2026 7	INV	P	1,098.82	051526	314940	NEW POLE SAW (URBA
				ACCOUNT TOTAL			1,098.82			
				ORG 001553 TOTAL			2,810.03			
001560			PARKING OPER.							
001560	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2026-04.28	0	2026 7	INV	P	1,413.79	051526	315079	MISSISSIPPI POWER-V
				ACCOUNT TOTAL			1,413.79			
001560	640200			PARKING GARAGE/LOT RENT						
003789	NORFOLK SOUTHERN COR	90112237	0	2026 7	INV	P	2,549.34	051526	315099	MONTHLY LEASE OF 1.
				ACCOUNT TOTAL			2,549.34			
				ORG 001560 TOTAL			3,963.13			
	FUND 001 General Fund				TOTAL:		655,682.18			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002300			PKS/REC-RECREATION MAINT. DIV.							
002300	513000			CHEMICALS						
003971	PRIDE SOLUTIONS, LLC	2026-2805	2602935	2026 8	INV	P	700.00	051526	315120	CHEMICALS FOR TATUM
				ACCOUNT TOTAL			700.00			
002300	525000			GAS AND OIL						
001002	CITY OF HATTIESBURG	4/26 FUEL USE FUND2	0	2026 8	INV	P	10,020.72	051526	314975	TRF FUEL USE 4/1-4/
049764	GPM INVESTMENTS-MINI	11585010 4/26	0	2026 8	INV	P	16.16	051526	315016	MINIT MART CHARGES
				ACCOUNT TOTAL			10,036.88			
002300	525700			DIESEL FUEL						
001002	CITY OF HATTIESBURG	4/26 FUEL USE FUND2	0	2026 8	INV	P	800.16	051526	314975	TRF FUEL USE 4/1-4/
				ACCOUNT TOTAL			800.16			
002300	541500			SAND,CLAY,GRVL,FILL DIRT						
002359	BURGE EXCAVATING & G	2383	2602853	2026 8	INV	P	4,500.00	051526	314958	MASONRY SAND/TIMBER
				ACCOUNT TOTAL			4,500.00			
002300	544000			HORT./LANDSCAPING SPLY.						
002049	ADAMS NURSERY	160214	2602520	2026 7	INV	P	1,298.55	051526	314937	POTTING SOIL FOR DO
002049	ADAMS NURSERY	160243	2602766	2026 7	INV	P	75.60	051526	314937	FLOWERS FOR DOWNTOW
							1,374.15			
				ACCOUNT TOTAL			1,374.15			
002300	546000			MINOR EQUIPMENT						
004017	REGIONS CARDHOLDER S	1212-04/30/26	0	2026 8	INV	P	283.49	051526	315126	1212-04/30/26 REGIO
				ACCOUNT TOTAL			283.49			
002300	551000			RECREATIONAL SUPPLIES						
002471	CINTAS CORPORATION #	9362657127	0	2026 8	INV	P	194.00	051526	314970	PR GROUNDS GLOVES 8
004017	REGIONS CARDHOLDER S	7382-04/30/26	0	2026 8	INV	P	716.36	051526	315126	7382-04/30/26 REGIO
				ACCOUNT TOTAL			910.36			
002300	559000			OTHER OPERATING MATL/SPLY						
004017	REGIONS CARDHOLDER S	1592-04/30/26	0	2026 8	INV	P	645.28	051526	315126	1592-04/30/26 REGIO
				ACCOUNT TOTAL			645.28			
002300	560000			BUILDING MATERIALS & SPLY						
002714	ECONOMY SUPPLY CO	160153	0	2026 8	INV	P	103.70	051526	314998	REPAIR DAMAGES/DAHM
002714	ECONOMY SUPPLY CO	160321	0	2026 8	INV	P	149.15	051526	314998	REPAIR DAMAGES/DAHM

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002714	ECONOMY SUPPLY CO	160400	0	2026 8	INV	P	68.40	051526	314998	REPAIR DAMAGES/DAHM
002714	ECONOMY SUPPLY CO	160503	0	2026 8	INV	P	52.90	051526	314998	REPAIR DAMAGES/DAHM
002714	ECONOMY SUPPLY CO	160841	0	2026 8	INV	P	31.95	051526	314998	REPAIR DAMAGES/DAHM
002714	ECONOMY SUPPLY CO	161247	0	2026 8	INV	P	35.95	051526	314998	REPAIR DAMAGES/DAHM
002714	ECONOMY SUPPLY CO	161866	0	2026 8	INV	P	35.25	051526	314998	REPAIR DAMAGES/DAHM
002714	ECONOMY SUPPLY CO	162002	0	2026 8	INV	P	116.20	051526	314998	REPAIR DAMAGES/DAHM
002714	ECONOMY SUPPLY CO	180562	0	2026 8	INV	P	26.18	051526	314998	REPAIR DAMAGES/DAHM
							619.68			
003242	JEFCOAT FENCE OF HAT	0026933	2602979	2026 8	INV	P	250.00	051526	315037	TATUM OFFICE GATE R
004017	REGIONS CARDHOLDER S	3414-04/30/26	0	2026 8	INV	P	112.26	051526	315126	3414-04/30/26 REGIO
				ACCOUNT TOTAL			981.94			
002300	561000			PLUMBING SUPPLIES						
003543	MCELHANEY PLUMBING I	320033	2602799	2026 7	INV	P	15.20	051526	315063	TATUM TENNIS SUPPLI
003543	MCELHANEY PLUMBING I	320360	2603006	2026 8	INV	P	69.00	051526	315063	PLUMBING SUPPLIES F
003543	MCELHANEY PLUMBING I	3205430	2603033	2026 8	INV	P	75.20	051526	315063	PLUMBING SUPPLIES
							159.40			
004017	REGIONS CARDHOLDER S	5548-04/30/26	0	2026 8	INV	P	80.00	051526	315126	5548-04/30/26 REGIO
				ACCOUNT TOTAL			239.40			
002300	570000			MTR VEHICLE REP. PTS/SPL						
004297	SOUTHERN TIRE MART (	2520211983	2602993	2026 8	INV	P	457.00	051526	315146	TRUCK MAINT UNIT #2
004297	SOUTHERN TIRE MART (	2520211993	2602977	2026 8	INV	P	115.50	051526	315146	TRUCK MAINT UNIT #2
							572.50			
048827	CARQUEST	014412	2602854	2026 7	INV	P	497.25	051526	314967	TRUCK MAINT UNIT #2
048827	CARQUEST	014420	2602867	2026 8	INV	P	56.66	051526	314967	TRUCK MAINT UNIT #2
048827	CARQUEST	014428	2602875	2026 8	INV	P	63.65	051526	314967	TRUCK MAINT UNIT #1
048827	CARQUEST	014499	2602916	2026 8	INV	P	83.88	051526	314967	SHOP SUPPLIES
048827	CARQUEST	014540	2602936	2026 8	INV	P	83.19	051526	314967	TRUCK SUPPLIES
048827	CARQUEST	038664	2602745	2026 7	INV	P	277.43	051526	314967	TRUCK PARTS
							1,062.06			
				ACCOUNT TOTAL			1,634.56			
002300	575500			AGRICLTRL REPAIR PTS/SPL						
002083	ALLBRITTON CHAIN SAW	115842	2603042	2026 8	INV	P	83.98	051526	314940	CHAINSAW PART
002083	ALLBRITTON CHAIN SAW	21897	2602685	2026 8	INV	P	140.35	051526	314940	TRIMMER REPAIR FS11
002083	ALLBRITTON CHAIN SAW	22152	2603056	2026 8	INV	P	146.61	051526	314940	HEDGE TRIMMER REPAI
002083	ALLBRITTON CHAIN SAW	22207	2603053	2026 8	INV	P	150.06	051526	314940	WEED EATER REPAIR
002083	ALLBRITTON CHAIN SAW	22241	2603050	2026 8	INV	P	25.20	051526	314940	CHAINSAW PART
							546.20			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002304	BRACKMAN MOWER WAREH	81998	2602876	2026 7	INV	P	297.65	051526	314954	MOWER REPAIR 944017
002304	BRACKMAN MOWER WAREH	82174	2602921	2026 8	INV	P	96.34	051526	314954	MOWER REPAIR 943068
002304	BRACKMAN MOWER WAREH	82235	2602927	2026 8	INV	P	62.73	051526	314954	MOWER PARTS
							456.72			
004499	UNDERWOOD OUTDOOR PO	148641	2602720	2026 8	INV	P	359.99	051526	315160	NEW HEDGE TRIMMER P
004499	UNDERWOOD OUTDOOR PO	148868	2602866	2026 8	INV	P	108.39	051526	315160	MOWER PARTS
							468.38			
051432	MIDWEST MOTOR SUPPLY	104409794	2602800	2026 7	INV	P	164.63	051526	315073	SHOP SUPPLIES
				ACCOUNT TOTAL			1,635.93			
002300	599000			OTHER REPAIR/MAINT. SPL.						
002714	ECONOMY SUPPLY CO	163620	2602925	2026 8	INV	P	184.00	051526	314998	SHOP SUPPLIES
				ACCOUNT TOTAL			184.00			
002300	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287308925627X050526	0	2026 8	INV	P	595.24	051526	314950	MB2016-287/WIRELESS
				ACCOUNT TOTAL			595.24			
002300	612000			FREIGHT						
048827	CARQUEST	038664	2602745	2026 7	INV	P	139.70	051526	314967	TRUCK PARTS
050395	INTELLIGENT MARKING	00021685	2602855	2026 8	INV	P	30.00	051526	315030	EQUIPMENT REPAIR FO
				ACCOUNT TOTAL			169.70			
002300	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2026-04.28	0	2026 7	INV	P	862.27	051526	315079	MISSISSIPPI POWER-V
				ACCOUNT TOTAL			862.27			
002300	635500			ELECTRICAL R&M						
003543	MCELHANEY PLUMBING I	320111	2602856	2026 8	INV	P	9.90	051526	315063	DAHMER PARK ELECTRI
				ACCOUNT TOTAL			9.90			
002300	635700			PLUMBING EQUIPMENT R&M						
003140	HUB CITY CONSTRUCTIO	3690	0	2026 8	INV	P	150.00	051526	315028	JAYCEE PARK WOMEN R
				ACCOUNT TOTAL			150.00			
002300	638400			MOTOR VEHICLE EQ. R&M						
003708	MS STATE/DEPT OF REV	REPLACEMENT TITLE P&	0	2026 8	INV	P	27.00	051526	315094	REPLACEMENT TITLES/
				ACCOUNT TOTAL			27.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002300	638700			AGRICULTURAL EQ. R&M						
050395	INTELLIGENT MARKING	00021685	2602855	2026 8	INV	P	353.40	051526	315030	EQUIPMENT REPAIR FO
				ACCOUNT TOTAL			353.40			
002300	639600			SIGN PAINTING						
004017	REGIONS CARDHOLDER S	5548-04/30/26	0	2026 8	INV	P	125.25	051526	315126	5548-04/30/26 REGIO
004205	SIGNS FIRST	96929	2602524	2026 8	INV	P	164.00	051526	315139	VERNON DAHMER PARK
				ACCOUNT TOTAL			289.25			
002300	644900			OTHER RENT						
002071	AIRGAS USA LLC (NORD	5524277760	0	2026 8	INV	P	171.68	051526	314939	CYLINDER HELIUM IND
002471	CINTAS CORPORATION #	5334675105	0	2026 8	INV	P	156.94	051526	314970	CINTAS MEDICAL RENT
				ACCOUNT TOTAL			328.62			
002300	687000			CUSTODIAL SERVICE						
051984	THE CLEANING LADY	455802	2600507	2026 7	INV	P	407.50	051526	315152	TWO-QUOTE JANITORIA
				ACCOUNT TOTAL			407.50			
002300	699900			SERVICES NOT SPECIFIED						
002777	FAGAN TREE AND SPRAY	4815	0	2026 8	INV	P	4,400.00	051526	315003	LABOT ONLY HEY 49,
002777	FAGAN TREE AND SPRAY	4816	0	2026 8	INV	P	4,500.00	051526	315003	LABOR WEEDS, HWY 49
002777	FAGAN TREE AND SPRAY	4817	0	2026 8	INV	P	3,425.00	051526	315003	LABOR FOR WEEDS CE
							12,325.00			
003587	MID SOUTH GLASS INC	0053473	2602948	2026 8	INV	P	165.75	051526	315069	TATUM PARK TENNIS
003587	MID SOUTH GLASS INC	0053477	0	2026 8	INV	P	3,356.00	051526	315069	NEW DOORS AT THE CO
							3,521.75			
047187	FOUR SEASONS LAWN	23970	0	2026 8	INV	P	1,382.50	051526	315008	LAWN MAINTENANCE HA
047187	FOUR SEASONS LAWN	24197	0	2026 8	INV	P	530.00	051526	315008	LAWN MAINTENANCE 38
047187	FOUR SEASONS LAWN	24275	0	2026 8	INV	P	2,982.50	051526	315008	LAWN MAINTENANCE HA
047187	FOUR SEASONS LAWN	24276	0	2026 8	INV	P	1,382.50	051526	315008	LAWN MAINTENANCE HA
047187	FOUR SEASONS LAWN	24277	0	2026 8	INV	P	2,407.50	051526	315008	LAWN MAINTENANCE HA
047187	FOUR SEASONS LAWN	24279	0	2026 8	INV	P	500.00	051526	315008	LAWN MAINTENANCE HA
047187	FOUR SEASONS LAWN	24315	0	2026 8	INV	P	650.00	051526	315008	LAWN MAINTENANCE LA
047187	FOUR SEASONS LAWN	24407	0	2026 8	INV	P	325.00	051526	315008	LAWN MAINTENANCE HA
							10,160.00			
050462	SHADE LANDSCAPE	2420	0	2026 8	INV	P	1,000.00	051526	315137	APRIL MONTHLY LANDS
052044	WILLIAMS KELVIN	102	2602890	2026 8	INV	P	4,800.00	051526	315171	PRESSURE WASH TATUM
052044	WILLIAMS KELVIN	103	2602983	2026 8	INV	P	4,500.00	051526	315171	EQUIPMENT CLEANING

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							9,300.00			
				ACCOUNT TOTAL			36,306.75			
				ORG 002300 TOTAL			63,425.78			
002315			PKS/REC-REC.ADMIN/COM.REL.							
002315	501000			OTHER EXPENDABLE OFF.SPL						
051381	DE LAGE LANDEN	596289119	0	2026 8	INV	P	138.03	051526	314991	DEX IMAGING LEASE A
051381	DE LAGE LANDEN	596680861	0	2026 8	INV	P	123.05	051526	314991	DEX IMAGING LEASE A
							261.08			
				ACCOUNT TOTAL			261.08			
002315	525000			GAS AND OIL						
001002	CITY OF HATTIESBURG	4/26 FUEL USE FUND2	0	2026 8	INV	P	65.13	051526	314975	TRF FUEL USE 4/1-4/
				ACCOUNT TOTAL			65.13			
002315	551000			RECREATIONAL SUPPLIES						
002107	AMERICAN GRAPHICS	23506	2602864	2026 8	INV	P	1,187.50	051526	314944	2026 SUMMER CAMP KI
004017	REGIONS CARDHOLDER S	1212-04/30/26	0	2026 8	INV	P	150.00	051526	315126	1212-04/30/26 REGIO
004017	REGIONS CARDHOLDER S	3414-04/30/26	0	2026 8	INV	P	60.28	051526	315126	3414-04/30/26 REGIO
004017	REGIONS CARDHOLDER S	5548-04/30/26	0	2026 8	INV	P	2,113.33	051526	315126	5548-04/30/26 REGIO
							2,323.61			
				ACCOUNT TOTAL			3,511.11			
002315	551001			RECREATIONAL SUPP-ARTS CENTER						
004017	REGIONS CARDHOLDER S	5548-04/30/26	0	2026 8	INV	P	539.16	051526	315126	5548-04/30/26 REGIO
				ACCOUNT TOTAL			539.16			
002315	603400			OFFICIALS						
002540	CONNER, TOBARRA	TCONNER426	0	2026 8	INV	P	90.00	051526	314984	ADULT BASKETBALL 4/
002950	GRIFFIN, GABRIEL	GGRIFFIN51126	0	2026 8	INV	P	462.00	051526	315018	APPOINTING OFFICIAL
003313	KETTLEY, ANNETTE	AKETTLEY426	0	2026 8	INV	P	110.00	051526	315046	ADULT BASKETBALL 4/
003958	POWELL, RANDY	RPOWELL502	0	2026 8	INV	P	108.00	051526	315118	YOUTH TRACK 4/27/26
004432	THOMPSON, JESSE	JTHOMPSON426	0	2026 8	INV	P	120.00	051526	315153	ADULT BASKETBALL 4/
048357	KEYS GLENN	GKEYS426	0	2026 8	INV	P	60.00	051526	315047	ADULT BASKETBALL 4/
048584	SUTTON DIONTA T	DSUTTON426	0	2026 8	INV	P	150.00	051526	315149	ADULT BASKETBALL 4/

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
051135	BURNS, LOGAN	LBURN426	0	2026 8	INV	P	90.00	051526	314959	ADULT BASKETBALL 4/
051135	BURNS, LOGAN	LBURNS502	0	2026 8	INV	P	115.00	051526	314959	SOFTBALL AND TRACK
							205.00			
051377	LITONJUA, VINCENT	VLITONJUA426	0	2026 8	INV	P	300.00	051526	315054	ADULT BASKETBALL 4/
052142	BROWN, CAMERON	CBROWN426	0	2026 8	INV	P	180.00	051526	314957	ADULT BASKETBALL 4/
052143	KENNEDY, RAGEN	RKENNEDY426	0	2026 8	INV	P	180.00	051526	315045	ADULT BASKETBALL 4/
052304	KADARIUS WHITE	KWHITE502	0	2026 8	INV	P	25.00	051526	315043	YOUTH SOFTBALL 4/21
052310	MAURICE MOLETTE	MMOLETTE427	0	2026 8	INV	P	120.00	051526	315062	HYBL FRIENSHIP PARK
052310	MAURICE MOLETTE	MMOLETTE504	0	2026 8	INV	P	160.00	051526	315062	HYBL FRIENSHIP PARK
							280.00			
052316	MICHAEL HOLMES	MHOLMES427	0	2026 8	INV	P	120.00	051526	315066	HYBL 9TH ST
052316	MICHAEL HOLMES	MHOLMES504	0	2026 8	INV	P	160.00	051526	315066	HYBL 9TH ST PARK 5/
							280.00			
052317	ISAIAH SPEIGHTS	ISPEIGHTS427	0	2026 8	INV	P	120.00	051526	315033	HYBL FRIENDSHIP PAR
052317	ISAIAH SPEIGHTS	ISPEIGHTS504	0	2026 8	INV	P	240.00	051526	315033	HYBL FRIENSHP AND 9
							360.00			
052319	MICHAEL WINTERS	MWINTERS502	0	2026 8	INV	P	40.00	051526	315068	YOUTH TRACK 5/02/26
052324	PATRECIA MOORE	PMOORE427	0	2026 8	INV	P	120.00	051526	315105	HYBL 9TH ST 4/27/26
052326	MICHAEL TATE	MTATE504	0	2026 8	INV	P	80.00	051526	315067	HYBL 9TH ST 05/04/2
				ACCOUNT TOTAL			3,150.00			
002315	604900			OTHER PROFESSIONAL SERV.						
003958	POWELL, RANDY	RPOWELL426	0	2026 8	INV	P	195.00	051526	315118	ADULT BASKETBALL 4/
047581	PROTECTION AGENCY &	002603	0	2026 8	INV	P	650.00	051526	315121	HPR BASKETBALL 4/16
047581	PROTECTION AGENCY &	002604	0	2026 8	INV	P	1,675.00	051526	315121	HPR YOUTH TRACK 4/1
							2,325.00			
				ACCOUNT TOTAL			2,520.00			
002315	604919			OTH PROF SERV-ART CENTER						
047971	BRETT CUMMINS	BCUMINS430	0	2026 8	INV	P	250.00	051526	314956	WEEKDAY WATERCOLOR
047971	BRETT CUMMINS	BCUMMINS429	0	2026 7	INV	P	500.00	051526	314956	WEEKDAY WATERCOLOR
							750.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
052194	KAITLYN MOSLEY	KMOSLEY429	0	2026 7	INV	P	100.00	051526	315044	ART SCHOOL ART 3/17
052334	JONATHAN S CHISM	1001	0	2026 8	INV	P	250.00	051526	315039	LIVE BAND PERFORMAN
				ACCOUNT TOTAL			1,100.00			
002315	630000			GAS						
004321	SPIRE	G2026-05.05	0	2026 8	INV	P	20.00	051526	315147	SPIRE-(WILMUNT GAS)
				ACCOUNT TOTAL			20.00			
002315	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2026- 5.04.2026	0	2026 8	INV	P	88.55	051526	315089	MISSISSIPPI POWER-
003700	MS POWER COMPANY	E2026-04.28	0	2026 7	INV	P	24,632.39	051526	315079	MISSISSIPPI POWER-V
							24,720.94			
				ACCOUNT TOTAL			24,720.94			
002315	639600			SIGN PAINTING						
004017	REGIONS CARDHOLDER S	5548-04/30/26	0	2026 8	INV	P	119.78	051526	315126	5548-04/30/26 REGIO
				ACCOUNT TOTAL			119.78			
				ORG 002315 TOTAL			36,007.20			
FUND 002	PARKS & RECREATION FUND			TOTAL:			99,432.98			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
005160			H.M.F.P.FUND-FIRE DIVISION							
005160	570000			MTR VEHICLE REP. PTS/SPL						
002194	BARDING GENERATOR &	188061	0	2026 8	INV	P	779.80	051526	314952	HFD RESERVE RESCUE
				ACCOUNT TOTAL			779.80			
				ORG 005160 TOTAL			779.80			
		FUND 005 HATT.MUNICIPAL FIRE PROTECTION			TOTAL:		779.80			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
009660			W&S O&M-CUSTOMER ACCT. DIV.							
009660	525000		GAS AND OIL							
001002	CITY OF HATTIESBURG	4/26 FUEL USE FUND9	0	2026 8	INV	P	1,604.87	051526	314977	TRF FUEL USE 4/1-4/
			ACCOUNT TOTAL				1,604.87			
009660	545000		HAND TOOLS							
003941	POLLARD WATER.COM-EA	0309982	2602753	2026 8	INV	P	1,575.00	051526	315116	HAND TOOLS/MINOR EQ
003941	POLLARD WATER.COM-EA	0310679	2602918	2026 8	INV	P	396.04	051526	315116	HAND TOOLS/MINOR EQ
003941	POLLARD WATER.COM-EA	0310704	2602918	2026 8	INV	P	45.62	051526	315116	HAND TOOLS/MINOR EQ
003941	POLLARD WATER.COM-EA	309981	2602753	2026 8	INV	P	142.76	051526	315116	HAND TOOLS/MINOR EQ
							2,159.42			
			ACCOUNT TOTAL				2,159.42			
009660	546000		MINOR EQUIPMENT							
003941	POLLARD WATER.COM-EA	0310679	2602918	2026 8	INV	P	438.92	051526	315116	HAND TOOLS/MINOR EQ
003941	POLLARD WATER.COM-EA	309981	2602753	2026 8	INV	P	603.75	051526	315116	HAND TOOLS/MINOR EQ
							1,042.67			
			ACCOUNT TOTAL				1,042.67			
009660	559000		OTHER OPERATING MATL/SPLY							
003941	POLLARD WATER.COM-EA	0310679	2602918	2026 8	INV	P	316.41	051526	315116	HAND TOOLS/MINOR EQ
			ACCOUNT TOTAL				316.41			
009660	604900		OTHER PROFESSIONAL SERV.							
002181	BADGER METER INC	80235726	0	2026 8	INV	P	18,077.12	051526	314951	MB 2018-832 BEACON
003380	LANCASTER'S MACHINE	26121	2602841	2026 8	INV	P	40.00	051526	315051	HAND TOOLS WATER BI
003796	NORTH LAMAR WATER AS	NL 04 25 2026	0	2026 8	INV	P	148.00	051526	315100	SEWER READS FOR WAT
			ACCOUNT TOTAL				18,265.12			
009660	607000		POSTAGE							
004491	U S POSTMASTER-BOX R	P O BOX RENEWAL 1897	0	2026 8	INV	P	670.00	051526	315159	PO BOX RENEWAL PO B
			ACCOUNT TOTAL				670.00			
009660	630500		ELECTRICITY							
003700	MS POWER COMPANY	E2026-04.28	0	2026 7	INV	P	709.30	051526	315079	MISSISSIPPI POWER-V
			ACCOUNT TOTAL				709.30			
009660	638400		MOTOR VEHICLE EQ. R&M							
004514	UNIVERSITY TIRE & SE	INV270542	2600503	2026 8	INV	P	32.95	051526	315162	TIRE REPAIR FOR UNI

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL			32.95			
009660	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4267946455	0	2026 8	INV	P	38.26	051526	314972	STATE CONTRACT 8200
002471	CINTAS CORPORATION #	4268701456	0	2026 8	INV	P	52.81	051526	314971	STATE CONTRACT 8200
							91.07			
				ACCOUNT TOTAL			91.07			
009660	687000			CUSTODIAL SERVICE						
050404	PRECIOUS TATE JASPER 1G		2600808	2026 8	INV	P	311.87	051526	315119	TWO-QUOTE JANITORIA
				ACCOUNT TOTAL			311.87			
				ORG 009660 TOTAL			25,203.68			
009672				W&S O&M-WATER TRANSMISSION DIV						
009672	525000			GAS AND OIL						
001002	CITY OF HATTIESBURG	4/26 FUEL USE FUND9	0	2026 8	INV	P	6,784.64	051526	314977	TRF FUEL USE 4/1-4/
				ACCOUNT TOTAL			6,784.64			
009672	525700			DIESEL FUEL						
001002	CITY OF HATTIESBURG	4/26 FUEL USE FUND9	0	2026 8	INV	P	229.61	051526	314977	TRF FUEL USE 4/1-4/
				ACCOUNT TOTAL			229.61			
009672	545000			HAND TOOLS						
002795	FASTENAL COMPANY	MSHAT247688	2602848	2026 8	INV	P	599.98	051526	315004	HAND TOOLS FOR WATE
003543	MCELHANEY PLUMBING I	320105	2602845	2026 7	INV	P	49.90	051526	315063	HAND TOOLS FOR WATE
				ACCOUNT TOTAL			649.88			
009672	559000			OTHER OPERATING MATL/SPLY						
002714	ECONOMY SUPPLY CO	163801	2602885	2026 8	INV	P	28.75	051526	314998	80LB BAGS OF CONCRE
				ACCOUNT TOTAL			28.75			
009672	561000			PLUMBING SUPPLIES						
002559	CORE & MAIN (HD SUPP	Y881791	2602665	2026 7	INV	P	2,102.88	051526	314985	WAREHOUSE STOCK FOR
002559	CORE & MAIN (HD SUPP	Y958982	2602665	2026 8	INV	P	209.16	051526	314985	WAREHOUSE STOCK FOR
							2,312.04			
				ACCOUNT TOTAL			2,312.04			
009672	570000			MTR VEHICLE REP. PTS/SPL						
002646	DELK'S TIRE SALES AN	50747	2602820	2026 8	INV	P	182.04	051526	314992	TIRE FOR UNIT # 204
				ACCOUNT TOTAL			182.04			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
			ORG 009672	TOTAL			10,186.96			
009673			W&S O&M-WATER PLANT DIVISION							
009673	513000			CHEMICALS						
002094	ALLIED UNIVERSAL COR	I3088093	2602744	2026 7	INV	P	2,450.00	051526	314942	MB2024-551: CHLORIN
002094	ALLIED UNIVERSAL COR	I3088094	2602744	2026 7	INV	P	2,450.00	051526	314942	MB2024-551: CHLORIN
							4,900.00			
				ACCOUNT TOTAL			4,900.00			
009673	525000			GAS AND OIL						
001002	CITY OF HATTIESBURG	4/26 FUEL USE FUND9	0	2026 8	INV	P	662.78	051526	314977	TRF FUEL USE 4/1-4/
				ACCOUNT TOTAL			662.78			
009673	549500			PUMPING EQUIPMENT PARTS						
047062	COAST CHLORINATOR &	80188	2602963	2026 8	INV	P	2,728.46	051526	314980	CHLORINATOR PUMP FO
				ACCOUNT TOTAL			2,728.46			
009673	604900			OTHER PROFESSIONAL SERV.						
002085	ALLEN ENGINEERING AN	00252427	2600189	2026 7	INV	P	6,772.50	051526	314941	RISK MANAGEMENT PLA
002288	BONNER ANALYTICAL TE	2605057	0	2026 8	INV	P	300.00	051526	314953	ROUTINE COLIFORM TE
002288	BONNER ANALYTICAL TE	2605095	0	2026 8	INV	P	300.00	051526	314953	ROUTINE COLIFORM TE
002288	BONNER ANALYTICAL TE	2605114	0	2026 8	INV	P	300.00	051526	314953	ROUTINE COLIFORM TE
							900.00			
002380	BYRD, WADE J.	BYRD052026	0	2026 8	INV	P	3,000.00	051526	314962	OPERATOR OF RECORD,
002955	GRINER DRILLING SERV	R-59024	0	2026 4	INV	P	116,107.50	051526	315019	MB2026-352: REPAIRS
003614	MISSION COMMUNICATIO	2014941	0	2026 8	INV	P	2,300.40	051526	315074	ANNUAL SERVICE FOR
048917	MS CONCRETE PROF	0000371	2602882	2026 8	INV	P	1,200.00	051526	315076	CONCRETE REPAIRS, 3
048917	MS CONCRETE PROF	0000372	2602886	2026 8	INV	P	700.00	051526	315076	CONCRETE REPAIRS, 2
048917	MS CONCRETE PROF	0000373	2602884	2026 8	INV	P	700.00	051526	315076	CONCRETE REPAIRS, 9
048917	MS CONCRETE PROF	0000374	2602880	2026 8	INV	P	800.00	051526	315076	CONCRETE REPAIRS, 4
048917	MS CONCRETE PROF	0000375	2602881	2026 8	INV	P	700.00	051526	315076	CONCRETE REPAIRS, 3
							4,100.00			
				ACCOUNT TOTAL			133,180.40			
009673	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287290252011X050526	0	2026 8	INV	P	640.76	051526	314950	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287308925627X050526	0	2026 8	INV	P	1,061.08	051526	314950	MB2016-287/WIRELESS
							1,701.84			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL			1,701.84			
009673	611000			TRAVEL EXPENSE						
004017	REGIONS CARDHOLDER S	7382-04/30/26	0	2026 8	INV	P	-336.53	051526	315126	7382-04/30/26 REGIO
				ACCOUNT TOTAL			-336.53			
009673	612000			FREIGHT						
047062	COAST CHLORINATOR &	80188	2602963	2026 8	INV	P	99.54	051526	314980	CHLORINATOR PUMP FO
				ACCOUNT TOTAL			99.54			
009673	630000			GAS						
004321	SPIRE	G2026-04.27	0	2026 8	INV	P	20.00	051526	315147	SPIRE-(WILMUNT GAS)
				ACCOUNT TOTAL			20.00			
009673	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2026- 4.29.2026	0	2026 8	INV	P	909.83	051526	315085	MISSISSIPPI POWER-
003700	MS POWER COMPANY	E2026-04.28	0	2026 7	INV	P	71,453.15	051526	315079	MISSISSIPPI POWER-V
003700	MS POWER COMPANY	e2026-05.05	0	2026 8	INV	P	231.00	051526	315090	MISSISSIPPI POWER-1
							72,593.98			
003873	PEARL RIVER VALLEY E	2026 04.24.26C	0	2026 8	INV	P	39.00	051526	315108	PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY E	2026-04.24	0	2026 8	INV	P	39.22	051526	315108	PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY E	2026-04.30.26	0	2026 8	INV	P	9,617.54	051526	315108	PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY E	2026-05.06.26	0	2026 8	INV	P	96.64	051526	315108	PEARL RIVER VALLEY-
							9,792.40			
				ACCOUNT TOTAL			82,386.38			
009673	639400			DISINFECT./EXTERMINATION						
003040	HAVARD PEST CONTROL	2647330	0	2026 8	INV	P	40.00	051526	315022	HAVARD PEST CONTROL
				ACCOUNT TOTAL			40.00			
009673	687000			CUSTODIAL SERVICE						
051984	THE CLEANING LADY	455802	2600507	2026 7	INV	P	433.33	051526	315152	TWO-QUOTE JANITORIA
				ACCOUNT TOTAL			433.33			
				ORG 009673 TOTAL			225,816.20			
009676			W&S O&M-SEWER DIVISION							
009676	513000			CHEMICALS						
002443	CERTIFIED LABORATORI	9560754	2602227	2026 8	INV	P	22,842.00	051526	314969	SC#8200084601: TREA
				ACCOUNT TOTAL			22,842.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
009676	525000			GAS AND OIL						
001002	CITY OF HATTIESBURG	4/26 FUEL USE FUND9	0	2026 8	INV	P	449.30	051526	314977	TRF FUEL USE 4/1-4/
				ACCOUNT TOTAL			449.30			
009676	525700			DIESEL FUEL						
001002	CITY OF HATTIESBURG	4/26 FUEL USE FUND9	0	2026 8	INV	P	629.71	051526	314977	TRF FUEL USE 4/1-4/
				ACCOUNT TOTAL			629.71			
009676	570000			MTR VEHICLE REP. PTS/SPL						
002646	DELK'S TIRE SALES AN	50744	2602756	2026 8	INV	P	470.68	051526	314992	TIRES FOR UNIT # 21
003861	PATTERSON AUTO ELECT	83288	2602940	2026 8	INV	P	233.31	051526	315106	REPAIRS TO UNIT # 2
				ACCOUNT TOTAL			703.99			
009676	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287290252011X050526	0	2026 8	INV	P	285.11	051526	314950	MB2016-287/WIRELESS
				ACCOUNT TOTAL			285.11			
009676	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2026- 4.28.2026B	0	2026 8	INV	P	98.04	051526	315083	MISSISSIPPI POWER-
003700	MS POWER COMPANY	E2026-04.28	0	2026 7	INV	P	8,802.91	051526	315079	MISSISSIPPI POWER-V
							8,900.95			
004282	SOUTHERN PINE ELECTR	E2026- 5.01.26	0	2026 8	INV	P	253.85	051526	315144	SOUTHERN PINE ELECT
004282	SOUTHERN PINE ELECTR	E2026-05.05.26	0	2026 8	INV	P	466.95	051526	315144	SOUTHERN PINE ELECT
							720.80			
				ACCOUNT TOTAL			9,621.75			
009676	638400			MOTOR VEHICLE EQ. R&M						
002646	DELK'S TIRE SALES AN	50744	2602756	2026 8	INV	P	70.00	051526	314992	TIRES FOR UNIT # 21
002646	DELK'S TIRE SALES AN	50747	2602820	2026 8	INV	P	72.50	051526	314992	TIRE FOR UNIT # 204
							142.50			
003861	PATTERSON AUTO ELECT	83288	2602940	2026 8	INV	P	825.00	051526	315106	REPAIRS TO UNIT # 2
				ACCOUNT TOTAL			967.50			
009676	638600			CONSTRUCTION EQUIP R&M						
002083	ALLBRITTON CHAIN SAW	21759	2602481	2026 7	INV	P	120.99	051526	314940	EQUIPMENT REPAIRS F
002083	ALLBRITTON CHAIN SAW	21922	2602481	2026 7	INV	P	701.52	051526	314940	EQUIPMENT REPAIRS F
002083	ALLBRITTON CHAIN SAW	22034	2602831	2026 7	INV	P	338.02	051526	314940	REPAIRS TO ASSET #
002083	ALLBRITTON CHAIN SAW	22170	2602965	2026 8	INV	P	74.00	051526	314940	MOWER REPAIRS FOR S
002083	ALLBRITTON CHAIN SAW	22175	2602965	2026 8	INV	P	90.25	051526	314940	MOWER REPAIRS FOR S
002083	ALLBRITTON CHAIN SAW	22176	2602965	2026 8	INV	P	79.53	051526	314940	MOWER REPAIRS FOR S

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002083	ALLBRITTON CHAIN SAW	22177	2602965	2026 8	INV	P	68.54	051526	314940	MOWER REPAIRS FOR S
							1,472.85			
002304	BRACKMAN MOWER WAREH	82242	2602897	2026 8	INV	P	110.73	051526	314954	MOWER REPAIRS FOR S
002304	BRACKMAN MOWER WAREH	82243	2602897	2026 8	INV	P	100.49	051526	314954	MOWER REPAIRS FOR S
							211.22			
003843	PARISH TRACTOR (HATT	w14996	2602305	2026 8	INV	P	198.75	051526	315104	LAWN TRACTOR SERVIC
003843	PARISH TRACTOR (HATT	w14997	2602305	2026 8	INV	P	396.72	051526	315104	LAWN TRACTOR SERVIC
003843	PARISH TRACTOR (HATT	w15001	2602305	2026 8	INV	P	1,530.70	051526	315104	LAWN TRACTOR SERVIC
003843	PARISH TRACTOR (HATT	w15021	2602305	2026 8	INV	P	517.06	051526	315104	LAWN TRACTOR SERVIC
003843	PARISH TRACTOR (HATT	w15234	2602305	2026 8	INV	P	913.23	051526	315104	LAWN TRACTOR SERVIC
							3,556.46			
				ACCOUNT TOTAL			5,240.53			
009676	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4267947195	0	2026 8	INV	P	275.65	051526	314970	SC#8200083585: UNIF
002471	CINTAS CORPORATION #	4268702273	0	2026 8	INV	P	272.60	051526	314970	SC#8200083585: UNIF
							548.25			
				ACCOUNT TOTAL			548.25			
				ORG 009676 TOTAL			41,288.14			
009677			W&S O&M-SEWER LAGOON DIV.							
009677	513000			CHEMICALS						
002443	CERTIFIED LABORATORI	9596237	2602741	2026 8	INV	P	19,151.00	051526	314969	SC#8200084601: TREA
				ACCOUNT TOTAL			19,151.00			
009677	602500			LEGAL						
004599	WATKINS & EAGER	447199	0	2026 7	INV	P	903.00	051526	315168	RE:ENVIRONMENTAL MA
				ACCOUNT TOTAL			903.00			
009677	604900			OTHER PROFESSIONAL SERV.						
002288	BONNER ANALYTICAL TE	2603468	0	2026 8	INV	P	2,289.01	051526	314953	NPDES SAMPLES FOR L
				ACCOUNT TOTAL			2,289.01			
009677	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2026-04.28	0	2026 7	INV	P	43,164.71	051526	315079	MISSISSIPPI POWER-V
003873	PEARL RIVER VALLEY E	2026 04.24.26C	0	2026 8	INV	P	574.04	051526	315108	PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY E	2026 04.27.26	0	2026 8	INV	P	51.23	051526	315108	PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY E	2026-04.22A	0	2026 8	INV	P	55.23	051526	315108	PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY E	2026-04.30.26	0	2026 8	INV	P	3,421.33	051526	315108	PEARL RIVER VALLEY-

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
003873	PEARL RIVER VALLEY E	2026-05.06.26	0	2026 8	INV	P	423.73	051526	315108	PEARL RIVER VALLEY-
							4,525.56			
				ACCOUNT TOTAL			47,690.27			
009677	638000			FIXED EQUIPMENT R&M						
003348	L & A CONTRACTING CO	483-323	0	2026 8	INV	P	47,996.38	051526	315048	MB2024-1088: LAGOO
				ACCOUNT TOTAL			47,996.38			
009677	639400			DISINFECT./EXTERMINATION						
003040	HAVARD PEST CONTROL	2647331	0	2026 8	INV	P	40.00	051526	315022	HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	2647332	0	2026 8	INV	P	40.00	051526	315022	HAVARD PEST CONTROL
							80.00			
				ACCOUNT TOTAL			80.00			
				ORG 009677 TOTAL			118,109.66			
		FUND 009 WATER & SEWER OPERATION/MAINT.			TOTAL:		420,604.64			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
011000			WATER & SEWER BALANCE SHEET							
011000	114000			METER SECURITY DEPOSITS						
052330	JOSHANA L HAYNES	79529	0	2026	8	INV	P	75.00	051526	315040 UB 2952 704 S 22ND
				ACCOUNT TOTAL				75.00		
011000	128500			RESIDENTIAL GARBAGE						
051310	LONDON RENO	79375	0	2026	8	INV	P	17.00	051526	315055 UB 2080 1204 CAMP
052331	DORIS RANKIN	79548	0	2026	8	INV	P	178.68	051526	314997 UB 11677 806 FAIRLE
				ACCOUNT TOTAL				195.68		
				ORG 011000 TOTAL				270.68		
011001			WATER & SEWER REVENUES							
011001	360001			RESIDENTIAL WATER-NO TAX						
051310	LONDON RENO	79375	0	2026	8	INV	P	34.67	051526	315055 UB 2080 1204 CAMP
052329	HOOD, LADY TATUM	79527	0	2026	8	INV	P	4,189.80	051526	315026 UB 17051 46 PRIEST
				ACCOUNT TOTAL				4,224.47		
011001	361000			TAPS						
051884	DIANNA L METIVIER	79374	0	2026	8	INV	P	950.00	051526	314994 UB 35505 21 MEDINAH
				ACCOUNT TOTAL				950.00		
011001	363002			RESIDENTIAL SEWER						
051310	LONDON RENO	79375	0	2026	8	INV	P	23.33	051526	315055 UB 2080 1204 CAMP
				ACCOUNT TOTAL				23.33		
				ORG 011001 TOTAL				5,197.80		
FUND 011 WATER & SEWER FUND				TOTAL:				5,468.48		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
019100			POL.FORFEITURES-POLICE DIV.						
019100 559000			OTHER OPERATING MATL/SPLY						
050095 TOSHIBA FINANCIAL SE	49045027	0	2026 8	INV	P	158.92	051526	315155	MB#2022-514 COPIER
			ACCOUNT TOTAL			158.92			
			ORG 019100 TOTAL			158.92			
FUND 019 POLICE FORFEITURES FUND			TOTAL:			158.92			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
039551			AIRPORT IMPR.-AIRPORT DIV							
039551	729502			AIRPORT IMP-FAA						
050300	R & W ELECTRIC CO	PAY APP #1	0	2026 8	INV	P	370,147.65	051526	315125	FILE 2025-363 2025
				ACCOUNT TOTAL			370,147.65			
039551	729530			HANGAR TAXIWAY						
049196	JW CHAIN CONTRACTORS	PAY APP #2	0	2026 8	INV	P	364,544.10	051526	315042	MB 2024-13 AIRPORT
				ACCOUNT TOTAL			364,544.10			
				ORG 039551 TOTAL			734,691.75			
FUND 039 AIRPORT IMPROVEMENT FUND				TOTAL:			734,691.75			

INVOICE LIST BY GL ACCOUNT

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
YEAR/PERIOD: 2026/4 TO 2026/8									
072201		MUN.ROAD&BRIDGE-STREET DIV							
072201 602500		LEGAL							
047720 HOWDESHELL, PITTMAN	1998	0	2026 8	INV	P	434.20	051526	315027	4TH STREET PH IV -
			ACCOUNT TOTAL			434.20			
			ORG 072201 TOTAL			434.20			
FUND 072 MUNICIPAL ROAD & BRIDGE			TOTAL:			434.20			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
073570			MASS TRANSIT-TRANSPORTATION							
073570	525000			GAS AND OIL						
001002	CITY OF HATTIESBURG	4/26 FUEL USE FUND73	0	2026 8	INV	P	11,697.71	051526	314976	TRF FUEL USE 4/1-4/
				ACCOUNT TOTAL			11,697.71			
073570	525700			DIESEL FUEL						
001002	CITY OF HATTIESBURG	4/26 FUEL USE FUND73	0	2026 8	INV	P	6,455.06	051526	314976	TRF FUEL USE 4/1-4/
				ACCOUNT TOTAL			6,455.06			
073570	571001			REPAIR PARTS - FIXED ROUTE						
002471	CINTAS CORPORATION #	4267193342	0	2026 7	INV	P	282.65	051526	314970	MASS TRANSIT UNIFOR
003915	PINE BELT CDJR, INC	388218	2602494	2026 7	INV	P	8,899.49	051526	315113	BREAK DOWN & REPAIR
048827	CARQUEST	014450	2602887	2026 8	INV	P	516.49	051526	314967	VARIOUS PARTS FOR R
				ACCOUNT TOTAL			9,698.63			
073570	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287290252011X050526	0	2026 8	INV	P	162.92	051526	314950	MB2016-287/WIRELESS
				ACCOUNT TOTAL			162.92			
073570	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2026-04.28	0	2026 7	INV	P	1,733.85	051526	315079	MISSISSIPPI POWER-V
				ACCOUNT TOTAL			1,733.85			
073570	635000			BUILDING R&M						
048827	CARQUEST	014313	2602682	2026 7	INV	P	761.54	051526	314967	PUMP FOR OIL TANK I
				ACCOUNT TOTAL			761.54			
073570	638501			BUS EQUIP R&M-FIXED ROUTE						
002565	COURTESY MOTORS INC	390322	2602798	2026 7	INV	P	1,845.28	051526	314987	REPLACE SPARK PLUGS
050656	MS COAST TRANSPORT	1446552009	2602763	2026 8	INV	P	7,303.86	051526	315075	TEAR DOWN AND REPAI
				ACCOUNT TOTAL			9,149.14			
073570	638502			BUS EQUIP R&M-PARATRANSIT						
002565	COURTESY MOTORS INC	389119	2602601	2026 7	INV	P	1,157.30	051526	314987	REPAIR TO UNIT 2058
				ACCOUNT TOTAL			1,157.30			
073570	639800			TOW IN CHARGES						
003253	JOHNNY'S WRECKER SER	51026	0	2026 7	INV	P	800.00	051526	315038	TOW TO GULFPORT FOR
				ACCOUNT TOTAL			800.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
073570 643000						UNIFORM RENT			
002471 CINTAS CORPORATION #	4267946791	0	2026 8	INV	P	207.06	051526	314970	HCT UNIFORM RENTALS
002471 CINTAS CORPORATION #	4268701894	0	2026 8	INV	P	278.92	051526	314970	HCT UNIFORM RENTALS
						485.98			
				ACCOUNT TOTAL		485.98			
073570 687000						CUSTODIAL SERVICE			
050404 PRECIOUS TATE JASPER 1G		2600808	2026 8	INV	P	311.87	051526	315119	TWO-QUOTE JANITORIA
				ACCOUNT TOTAL		311.87			
				ORG 073570 TOTAL		42,414.00			
FUND 073 MASS TRANSIT FUND					TOTAL:	42,414.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
077650			COMMUNITY CTR-ADMIN/GENERAL							
077650	510000			CLEANING/JANITORIAL SPLY						
004634	WHEELER'S JANITORIAL	2523	2602173	2026 7	INV	P	824.15	051526	315169	JANITORIAL SUPPLIES
004634	WHEELER'S JANITORIAL	2857	2602606	2026 7	INV	P	683.38	051526	315169	JANITORIAL SUPPLIES
							1,507.53			
				ACCOUNT TOTAL			1,507.53			
077650	525000			GAS AND OIL						
001002	CITY OF HATTIESBURG	4/26 FUEL USE FUND77	0	2026 8	INV	P	354.75	051526	314978	TRF FUEL USE 4/1-4/
				ACCOUNT TOTAL			354.75			
077650	544000			HORT./LANDSCAPING SPLY.						
002049	ADAMS NURSERY	257967	2603019	2026 8	INV	P	434.10	051526	314937	CITY HALL PLANT REP
				ACCOUNT TOTAL			434.10			
077650	546000			MINOR EQUIPMENT						
002887	GARY'S SMALL ENGINE	3963-2025	0	2026 8	INV	P	71.39	051526	315012	REPAIR TO PRESURE W
004017	REGIONS CARDHOLDER S	1212-04/30/26	0	2026 8	INV	P	1,469.94	051526	315126	1212-04/30/26 REGIO
004256	SOLAR SUPPLY INC	3400625	2602575	2026 8	INV	P	39.84	051526	315142	AC FILTERS FOR CULT
004256	SOLAR SUPPLY INC	3499684	2602063	2026 8	INV	P	144.24	051526	315142	AIR FILTERS FOR BEN
							184.08			
				ACCOUNT TOTAL			1,725.41			
077650	560000			BUILDING MATERIALS & SPLY						
003543	MCELHANEY PLUMBING I	320412	2603000	2026 8	INV	P	14.95	051526	315063	ENTRY DOOR LOCK FOR
004256	SOLAR SUPPLY INC	3401331	2602865	2026 8	INV	P	99.84	051526	315142	AC FILTERS FOR ARTS
				ACCOUNT TOTAL			114.79			
077650	561000			PLUMBING SUPPLIES						
003543	MCELHANEY PLUMBING I	320128	2602899	2026 8	INV	P	34.08	051526	315063	PLUMBING SUPPLIES F
003543	MCELHANEY PLUMBING I	320221	2602915	2026 8	INV	P	106.50	051526	315063	PLUMBING SUPPLIES F
							140.58			
				ACCOUNT TOTAL			140.58			
077650	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287308925627X050526	0	2026 8	INV	P	129.40	051526	314950	MB2016-287/WIRELESS
				ACCOUNT TOTAL			129.40			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
077650	630000						GAS			
004321	SPIRE	G2026-05.05	0	2026 8	INV	P	2,842.31	051526	315147	SPIRE-(WILMUNT GAS)
							ACCOUNT TOTAL 2,842.31			
077650	630500						ELECTRICITY			
003700	MS POWER COMPANY	E2026-04.28	0	2026 7	INV	P	7,518.35	051526	315079	MISSISSIPPI POWER-V
							ACCOUNT TOTAL 7,518.35			
077650	635000						BUILDING R&M			
003587	MID SOUTH GLASS INC	0053474	0	2026 8	INV	P	140.00	051526	315069	BROKEN WINDOW FROM
							ACCOUNT TOTAL 140.00			
077650	635700						PLUMBING EQUIPMENT R&M			
003543	MCELHANEY PLUMBING I	320266	2602934	2026 8	INV	P	11.90	051526	315063	PLUMBING SUPPLIES F
							ACCOUNT TOTAL 11.90			
077650	638000						FIXED EQUIPMENT R&M			
003140	HUB CITY CONSTRUCTIO	3679	0	2026 7	INV	P	1,154.02	051526	315028	BATHROOM REAIR AT T
							ACCOUNT TOTAL 1,154.02			
077650	639400						DISINFECT./EXTERMINATION			
003040	HAVARD PEST CONTROL	2647315	0	2026 8	INV	P	48.00	051526	315022	HAVARD PEST- 145574
003040	HAVARD PEST CONTROL	2647316	0	2026 8	INV	P	48.00	051526	315022	HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	2659199	0	2026 8	INV	P	520.00	051526	315022	HAVARD PEST CONTROL
							616.00			
							ACCOUNT TOTAL 616.00			
077650	643000						UNIFORM RENT			
002471	CINTAS CORPORATION #	4264959463	0	2026 8	INV	P	80.95	051526	314971	UNIFORM RENTAL FOR
002471	CINTAS CORPORATION #	4265694219	0	2026 8	INV	P	80.95	051526	314971	UNIFORM RENTAL FOR
002471	CINTAS CORPORATION #	4266449428	0	2026 8	INV	P	80.95	051526	314971	UNIFORM RENTAL FOR
002471	CINTAS CORPORATION #	4267193867	0	2026 8	INV	P	81.73	051526	314971	UNIFORM RENTAL FOR
							324.58			
							ACCOUNT TOTAL 324.58			
077650	715010						REC CENTER OLD YMCA			
002714	ECONOMY SUPPLY CO	163196	2602817	2026 8	INV	P	3,059.45	051526	314998	FRONT BUILDING SIDI
004176	SHERWIN-WILLIAMS COM	51960115460426	2602818	2026 7	INV	P	109.35	051526	315138	PAINT SUPPLIES FOR
004176	SHERWIN-WILLIAMS COM	55373110190526	2602950	2026 8	INV	P	127.64	051526	315138	SUPPLIES FOR BEN MC
							236.99			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL		3,296.44			
			ORG 077650	TOTAL		20,310.16			
FUND 077 COMMUNITY CENTERS' FUND				TOTAL:		20,310.16			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
079605			COVID FISCAL RECOVERY EXPENSES						
079605 729562			UNIFIED/IRENE CHAPE INFRA MCWI						
048667 R & J CONSTRUCTION	PAY EST NO 2	0	2026 8	INV	P	258,342.23	051526	315124	MB 2023-180 UNIFIED
			ACCOUNT TOTAL			258,342.23			
079605 729568			LINCOLN RD DETENTION FA - MCWI						
004579 WALTERS CONSTRUCTION	PAY EST NO 12	0	2026 8	INV	P	380,660.83	051526	315164	MB 2022-44 LINCOLN
			ACCOUNT TOTAL			380,660.83			
			ORG 079605 TOTAL			639,003.06			
FUND 079 COVID FISCAL RECOVERY FUNDS			TOTAL:			639,003.06			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
082285				CDBG-ENTITLEMENTS						
082285	525000			GAS AND OIL						
001002	CITY OF HATTIESBURG	4/26 FUEL USE FUND82	0	2026 8	INV	P	41.53	051526	314979	TRF FUEL USE 4/1-4/
				ACCOUNT TOTAL			41.53			
082285	641000			OFFICE EQUIPMENT RENT						
004057	RJ YOUNG COMPANY	INV8038128	0	2026 8	INV	P	234.03	051526	315130	MB 2025-331 CDD COP
				ACCOUNT TOTAL			234.03			
				ORG 082285 TOTAL			275.56			
		FUND 082 COMMUNITY DEVELOP. BLOCK GRANT			TOTAL:		275.56			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
086300			SPEC SALES TAX/RECREATION MAIN						
086300	7295PR		CAPITAL PROJECTS						
003718	MSP ENTERPRISES, LLC 050826-0	2602700	2026 8	INV	P	17,500.00	051526	315096	2-QUOTE PARKING LOT
			ACCOUNT TOTAL			17,500.00			
			ORG 086300 TOTAL			17,500.00			
	FUND 086 SPEC SALES TAX-P&R/UNIV IMPROV		TOTAL:			17,500.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/4 TO 2026/8

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
088603			PUBLIC SAFETY/REC CONSTRUCTION						
088603 729599			MISC.OTHER IMPROVEMENTS						
002930 GRAY BUILDERS	051226-FINAL	2504652	2026	8	INV	P	14,750.00	051526	315017 2- QUOTE MLK / HALL
			ACCOUNT TOTAL				14,750.00		
			ORG 088603 TOTAL				14,750.00		
FUND 088 PUBLIC SAFETY/REC CONSTRUCTION TOTAL:							14,750.00		

** END OF REPORT - Generated by Sherry Jackson **