

**MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI September
18, 2012
6:00 PM**

INVOCATION

PLEDGE OF ALLEGIANCE

CONSIDERATION OF MINUTES FROM PRIOR BOARD MEETING

Accept Minutes from the September 4, 2012 Mayor & Board of Aldermen Meeting

1. CONSENT ITEMS

- a) Permission To Advertise For Bids For The City Center Site Development - Phase I
- b) Approve Preliminary Plat for Maison Bleu (formerly Cannon Station)
- c) Approve Preliminary Plat for Bridgewater 12 (North Agency Lane)
- d) Authorization To Amend Agreement No. 1634467 with US Bank To Add Analog Media Module to Police Dept. Phone Equipment
- e) Designate Numbers 2013-00001 thru 2013-99999 for Privilege License for Fiscal Year 2013
- f) Approve Special Events Permit for Ridgeland High School for the 9th Annual Community Homecoming Parade and Firework Show With Application Fee Waived
- g) Approve Special Events Permit For Southeast Clydesdale/Athena Athletic Association For Duathlon On Saturday, March 2, 2013 To Benefit The Diabetes Foundation of Mississippi
- h) Approve Special Events Permit For Renaissance Euro Festival (Car Show) On October 5, 2012
- i) Approve Special Events Permit For The Bike Crossing For The Ladies Bike Ride On Saturday, October 27, 2012
- j) Approve Special Events Permit For Colonial Heights Baptist Church 5K Run On November 3, 2012
- k) Adopt Assessment Rolls of Madison County, Mississippi

MOTION:

SECOND:

VOTE:

2. PAYMENT OF CLAIMS

- a) Approve Claims Docket 103388-103639 In The Amount Of \$2,037,899.54 Dated September 13, 2012

MOTION:

SECOND:

VOTE:

ADJOURNMENT

3. FOR INFORMATION ONLY

- a) August 2012 Financial Statement
- b) PRIVILEGE LICENSES ISSUED DURING AUGUST 2012
- c) September 2012 Sales Tax Report

**MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
SEPTEMBER 4, 2012
6:00 PM**

The Mayor called the second regular August 2012 meeting of the Mayor and Board of Aldermen to order. Present were Mayor Gene F. McGee, Alderman D. I. Smith, Alderman Chuck Gautier, Alderman Brian Ramsey, Alderman Scott Jones, Alderman Wesley Hamlin, City Clerk Paula Tierce, and City Attorney Jerry Mills. Absent were Alderman Ken Heard and Alderman Kevin Holder. The meeting was opened with an invocation by Mayor Gene McGee and the Pledge of Allegiance.

The first order of business was the matter of accepting the Minutes from the August 20, 2012 Work Session and the Minutes from the August 21, 2012 Mayor and Board of Aldermen Meeting. The Minutes were accepted with no corrections noted.

There next came for consideration a request for a special exception and conditional use permit for R. Lee Davis and Sue V. Davis for the property located at 642 Ridgewood Road, Suite A, Ridgeland, Madison County, Mississippi. Alderman Chuck Gautier moved that a special exception and conditional use permit be approved. The Motion was seconded by Alderman Scott Jones and a vote was taken thereon as follows:

Alderman D. I. Smith	Aye
Alderman Scott Jones	Aye
Alderman Wesley Hamlin	Aye
Alderman Chuck Gautier	Aye
Alderman Kevin Holder	Absent
Alderman Brian Ramsey	Aye
Alderman Ken Heard	Absent

The Mayor then declared the Motion carried. A copy of the Ordinance is attached as Exhibit "A".

CONSENT AGENDA

Next came the matter of the items set out on the Consent Agenda. Alderman Brian Ramsey moved to approve the following Consent Agenda:

- a) Adopt Proposed Fiscal Year 2013 Budget – *Order Attached As Exhibit "B"*
- b) Approve Architectural Review Plan Submitted by Keef's (Repainting) Subject to the Review and Approval of Conditional Use Request – *Order Attached As Exhibit "C"*
- c) Transfer \$5,000.00 from 001-040-460 (Retirement Match) to 001-550-700 (Land) To Purchase Property (Parcel #071G-36A-021/02.00) From BankPlus – *Order Attached As Exhibit "D"*
- d) Authorize Mayor to Execute the Subgrant Signature Sheet and the Mississippi Office Of Highway Safety Agreement of Understanding and Compliance for the 154 DUI Enforcement Grant through the MS Office of Highway Safety (Project 13-TA-230-1) – *Order Attached As Exhibit "E"*
- e) Approve Special Events Permit for the MS State Medical Association Foundation

– *Order Attached As Exhibit “F”*

- f) Approve Special Events Permit for Kerioth Corp – *Order Attached As Exhibit “G”*
- g) Approve Transfer of \$2,134.08 from 001-010-540 (Operating Supplies) to 001-010-732 (Furniture & Fixtures) – *Order Attached As Exhibit “H”*
- h) Approve Transfer of \$20,000.00 from 001-100-635 (Equipment Repair & Maintenance) to 001-100-525 (Gas & Oil) – *Order Attached As Exhibit “I”*
- i) Approve Transfer of \$8,700.00 from 001-160-681 (Training) to 001-160-637 (Maintenance of Public Buildings), \$4,000.00 from 001-160-635 (Equipment Repair & Maintenance) to 001-160-637 (Maintenance of Public Buildings), \$2,500.00 from 001-160-610 (Travel Expense) to 001-160-632 (Vehicle Expense) , and \$700.00 from 001-000-272 (Miscellaneous Grants) to 001-160-632 (Vehicle Expense) – *Order Attached As Exhibit “J”*
- j) Accept of \$500.00 from Waste Management for the Community Garden – *Order Attached As Exhibit “K”*
- k) Award Bulldog Construction the Rice Road Trailhead Project Bid – *Order Attached As Exhibit “L”*
- l) Award Term Bids for Public Works Department – *Order Attached As Exhibit “M”*

The Motion was seconded by Alderman D. I. Smith and a vote was taken thereon as follows:

Alderman D. I. Smith	Aye
Alderman Scott Jones	Aye
Alderman Wesley Hamlin	Aye
Alderman Chuck Gautier	Aye
Alderman Kevin Holder	Absent
Alderman Brian Ramsey	Aye
Alderman Ken Heard	Absent

The Mayor then declared the Motion carried.

PAYMENT OF CLAIMS

There next came for consideration the matter of payment of claims. Alderman Scott Jones moved that claim numbers 103095 - 103387 on claims docket dated August 28, 2012 in the amount of \$1,255,443.12 be paid.

The Motion was seconded by Alderman Wes Hamlin and a vote was taken thereon as follows:

Alderman D. I. Smith	Aye
Alderman Scott Jones	Aye
Alderman Wesley Hamlin	Aye
Alderman Chuck Gautier	Aye
Alderman Kevin Holder	Absent
Alderman Brian Ramsey	Aye
Alderman Ken Heard	Absent

The Mayor then declared the Motion carried.

ADJOURNMENT

There being no further business before the Mayor and Board of Aldermen, the Mayor declared the first regular September 2012 meeting adjourned.

WITNESS MY SIGNATURE, this the _____ day of September, 2012.

GENE F. MCGEE, MAYOR

ATTEST:

PAULA TIERCE, CITY CLERK

MEMORANDUM

To: Mayor and Board of Aldermen

From: Alan Hart, Director
Community Development Department

Date: September 12, 2012

Re: Grant Authority to Advertise for Bids:

CITY CENTER SITE DEVELOPMENT – PHASE I

I recommend that the Mayor and Board of Aldermen grant the authority to Advertise for Bids for the City Center Site Development – Phase I project. The Bid Date is scheduled for October 30, 2012 with a mandatory pre-bid conference secheudled for October 11, 2012. Bid results will be available at the first meeting in November for consideration. Funds dedicated for this project are reimbursable by the HUD-EDI Grant.

Thank you for your consideration of this matter. Please contact me if you have any questions.

mailing address: p.o. box 217 • ridgeland, ms 39158
street address: 304 highway 51 • ridgeland, ms 39157
ph: 601.856.7113 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Alan Hart, asla – director of community development

board of aldermen: D.I. Smith - at - large • Ken Heard, cmo - ward 1 • Chuck Gautier - ward 2 • Kevin Holder - ward 3
Brian P. Ramsey - ward 4 • Scott Jones, mayor pro tempore - ward 5 • Wesley Hamlin - ward 6

ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi will receive written sealed bids until the hour of **10:00 AM CDT, on Friday October 30, 2012** at the office of the City Clerk of the City of Ridgeland, Mississippi, at the Ridgeland City Hall, 304 Highway 51, Ridgeland, Mississippi 39157, for the furnishing of all labor and materials and for the construction of that certain project designated as "**CITY CENTER SITE DEVELOPMENT- PHASE I**" Drawings and Specifications being on file at the office of the City Clerk at City Hall at Ridgeland, Mississippi.

The project generally includes the demolition and removal of on-site concrete material and the construction of a granular surfaced parking facility.

There will be a **mandatory** pre-bid conference held on Thursday, October 11, 2012 at 10:00 AM, at the project site on Moon St. between Madison Ave. and Highway 51 in Ridgeland.

The **total** Contract Time will be **1,095** consecutive calendar days for the removal of all Materials and **90** consecutive calendar days for the construction of the temporary parking area. Liquidated damages will be **\$500.00** per consecutive calendar day thereafter.

Copies of the drawings and specifications, together with contract documents, may be obtained from the office of Waggoner Engineering, Inc., 143-A LeFleurs Square Jackson, Mississippi 39211 upon payment of **\$100.00** for each set, **none** of which is refundable.

Contract award will be made to the lowest and best bidder and the Mayor and Board of Aldermen reserve the right to reject any and all bids and to waive any and all informalities.

BY ORDER OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF RIDGELAND, MISSISSIPPI, ON THIS THE 18TH DAY OF SEPTEMBER, 2012.

CITY OF RIDGELAND, MISSISSIPPI

**BY: (s)Paula Tierce
PAULA TIERCE, CITY CLERK**

PUBLISH: September 27th and October 4th, 2012 IN THE MADISON COUNTY JOURNAL and THE CLARION LEDGER.

Furnish proof of publication to: Paula Tierce, City Clerk, City of Ridgeland; P.O. Box 217; Ridgeland, MS 39158-0217 (601-856-7113) and Jim White, Waggoner Engineering, Inc.; P.O. Box 12227; Jackson, MS 39236-2227 (601-355-9526).

Send invoice to: Paula Tierce, City Clerk, City of Ridgeland; P.O. Box 217; Ridgeland, MS 39158 (601-856-7113).

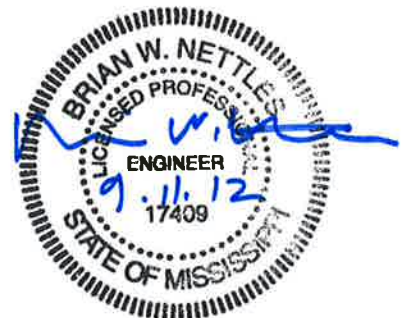
CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

CITY OF RIDGELAND, MISSISSIPPI

CITY CENTER SITE DEVELOPMENT- PHASE I

SEPTEMBER 2012



WEI C012-039
CDBG NO. B-10-SP-MS-0138

**CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
CITY OF RIDGELAND, MISSISSIPPI.**

CITY CENTER SITE DEVELOPMENT- PHASE I

TABLE OF CONTENTS

SECTION A.	ADVERTISEMENT FOR BIDS
SECTION B.	INFORMATION FOR BIDDERS
SECTION C.	BID FORM AND BIDDERS CERTIFICATES
SECTION D.	BID BOND
SECTION E.	CONTRACT
SECTION F.	PERFORMANCE BOND
SECTION G.	PAYMENT BOND
SECTION H.	CERTIFICATE OF SUFFICIENCY
SECTION I.	NSPE GENERAL CONDITIONS
SECTION J.	PROJECT SUPPLEMENTAL GENERAL CONDITIONS
	1. Project Special Conditions
	2. Instructions for Bonds
	3. Special Provisions
	4. Insurance Requirements
	5. Shop Drawings, Product Data and Samples
	6. Record Documents
	7. Contract Closeout
	8. Schedule of Values
	Lump Sum Bid Items
SECTION K.	SCOPE OF WORK AND DRAWINGS
SECTION L.	TECHNICAL SPECIFICATIONS

SECTION A
ADVERTISEMENT FOR BIDS

ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi will receive written sealed bids until the hour of **10:00 AM CDT, on Friday October 30, 2012** at the office of the City Clerk of the City of Ridgeland, Mississippi, at the Ridgeland City Hall, 304 Highway 51, Ridgeland, Mississippi 39157, for the furnishing of all labor and materials and for the construction of that certain project designated as "**CITY CENTER SITE DEVELOPMENT- PHASE I**" Drawings and Specifications being on file at the office of the City Clerk at City Hall at Ridgeland, Mississippi.

The project generally includes the demolition and removal of on-site concrete material and the construction of a granular surfaced parking facility.

There will be a **mandatory** pre-bid conference held on Thursday, October 11, 2012 at 10:00 AM, at the project site on Moon St. between Madison Ave. and Highway 51 in Ridgeland.

The **total** Contract Time will be **1,095** consecutive calendar days for the removal of all Materials and **90** consecutive calendar days for the construction of the temporary parking area. Liquidated damages will be **\$500.00** per consecutive calendar day thereafter.

Copies of the drawings and specifications, together with contract documents, may be obtained from the office of Waggoner Engineering, Inc., 143-A LeFleurs Square Jackson, Mississippi 39211 upon payment of **\$100.00** for each set, **none** of which is refundable.

Contract award will be made to the lowest and best bidder and the Mayor and Board of Aldermen reserve the right to reject any and all bids and to waive any and all informalities.

BY ORDER OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF RIDGELAND, MISSISSIPPI, ON THIS THE 18TH DAY OF SEPTEMBER, 2012.

CITY OF RIDGELAND, MISSISSIPPI

**BY: (s)Paula Tierce
PAULA TIERCE, CITY CLERK**

PUBLISH: September 27th and October 4th, 2012 IN THE MADISON COUNTY JOURNAL and THE CLARION LEDGER.

Furnish proof of publication to: Paula Tierce, City Clerk, City of Ridgeland; P.O. Box 217; Ridgeland, MS 39158-0217 (601-856-7113) and Jim White, Waggoner Engineering, Inc.; P.O. Box 12227; Jackson, MS 39236-2227 (601-355-9526).

SECTION B
INFORMATION FOR BIDDERS

INFORMATION FOR BIDDERS

1. **Receipt and Opening of Bids:** See copy of Advertisement for Bids bound herewith.
2. **Bids:**
 - A. Shall be made on the forms provided and all applicable blank spaces filled in. Alterations, erasures or changes of any kind must be initialed by the BIDDER and shall not contain any recapitulation of the work to be done. No oral, telephonic or telegraphic proposals will be considered.
 - B. **BIDDERS ARE HEREBY NOTIFIED THAT ANY PROPOSAL ACCOMPANIED BY LETTERS, QUALIFYING IN ANY MANNER, THE CONDITION UNDER WHICH THE PROPOSAL IS TENDERED, WILL BE CONSIDERED AS AN IRREGULAR BID AND SHALL NOT BE CONSIDERED IN MAKING THE AWARD.**
 - C. Bids may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Bids received after the time and date specified shall not be considered.
 - D. Submit bids (**in duplicate**) in an opaque sealed envelope marked as follows:
 1. Bid for construction of **City Center Site Development- Phase I**
 2. Certificate of Responsibility No. _____.
 - E. Any addenda issued during the bidding shall be noted on the Bid Form and shall become a part of the executed Contract.
3. **Method of Bidding:**
 - A. The bid will consist of a base bid amount in accordance with the totals bid per various items and schedules of the project Bid Form.
 - B. **The CITY OF RIDGELAND, MISSISSIPPI reserves the right to reject any or all bids and to waive any and all informalities.**
4. **Addenda and Interpretations:**
 - A. Should a bidder find discrepancies in, or omissions from, the drawings or specifications or should be in doubt as to their written meaning, he should at once notify the Engineer, who will send a written instruction or interpretation to all known holders of the documents. The Engineer will not be responsible for any oral instructions.

- B. Addenda to specifications or drawings that may be issued before or during the time of bidding shall be included in the bid form and will become a part of the Contract.

5. **Certificate of Responsibility Number:**

- A. Each Contractor submitting a bid must show on the face of the envelope containing the bid, his Mississippi State Certificate of Responsibility Number unless there appears a statement on the face of the envelope that the enclosed bid does not exceed \$50,000.00 with respect to public projects or \$100,000.00 with respect to private projects.
- B. **No bids will be accepted, opened or considered unless the above information is given as specified.**

Sufficient evidence that said certificate of responsibility number has been issued and is in effect at the time of receiving bids, and that Bidder's CR work classification(s) qualifies him to perform the type(s) of work required for this project, must be submitted when required by Owner or Engineer.

- 6. **Bid Security:** Each bid must be accompanied by a certified check of the bidder, or a Bid Bond prepared on the form of a bid bond as included herein, duly executed by the bidder as principal and having as surety thereon a surety company licensed by the State of Mississippi and signed by an agent resident in Mississippi, **in the amount of five percent (5%) of the base bid.**
- 7. **Liquidated Damages for Failure to Enter into Contract:** The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he has received the contract for execution, shall forfeit to the Owner, as liquidated damages, the bid security deposited with his bid.
- 8. **Security for Faithful Performance:** Simultaneously with his delivery of the executed Contract, the Contractor shall furnish Contract Performance and Payment Bonds in the full amount of the Contract for the payment of all persons performing labor on this Contract and for furnishing all materials in connection with this Contract. The surety on such Bond or Bonds shall be a duly authorized Surety Company doing business in the State of Mississippi.
- 9. **Law And Regulations:** The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
- 10. **Condition of Work:** Each bidder shall visit the site and inform himself fully of the conditions at the site relating to the completion of the project. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract.

11. **Obligation of Bidder:** At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Drawings, Specifications and Contract Documents (including addenda issued, if any).
12. **Time of Completion:** Bidder must agree to commence work on or before the date specified in a written "Notice to Proceed" from the Owner and to fully complete the project within the number of consecutive calendar days as set forth in these Contract Documents.
13. **Proposal Guarantees:** Proposal guarantees will be returned to the unsuccessful bidders as soon as a Contract has been awarded, and to the successful bidder after he has executed the Contract and has furnished Contract Performance and Payment Bonds and Certificates of Insurance as required.
14. **Non-Collusion Affidavit:** Contractor must complete (**in duplicate**) the non-collusion affidavits included in the Contract Documents and submit same as part of his bid. **FAILURE TO DO SO WILL DISQUALIFY HIS BID.**
15. **Interpretations:** No oral interpretation made to any Bidder as to the meaning of the Drawings and Specifications or Contract Documents, shall be considered an effective modification of the provisions of the Contract Documents. Written and oral requests for interpretation of the Drawings and Specifications shall be submitted to the Engineer for a formal decision which will be given in writing to all Drawing and Specification holders.

A. Qualifications of Subcontractors: Material and Equipment Suppliers:

Within ten (10) working days after award of contract, the CONTRACTOR will submit to the OWNER and the ENGINEER for acceptance, a list of the names of Subcontractors and such other persons and organization (including those who are to furnish principal items of materials or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty (30) working days of receipt shall constitute an acceptance of such Subcontractor, person or organization but shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject any WORK, MATERIAL or EQUIPMENT that is not in conformance with the requirements of the Contract Documents.

- B. The CONTRACTOR will not employ any Subcontractor, other person or organization, whether initially or as a substitute, against whom the OWNER or the ENGINEER may have reasonable objection, nor will the CONTRACTOR be required to employ a Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.
- C. The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them

and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of monies due Subcontractors or other persons or organizations, except as may otherwise be required by law. OWNER or ENGINEER may furnish to Subcontractors or other persons or organizations, to the extent practicable, evidence of amounts paid to the CONTRACTOR on account of specific Work done in accordance with the schedule of values.

- D. The divisions and sections of the Specifications and the identifications of Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by specific trades.
- E. The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.
- F. All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.
- G. The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and materialmen engaged in the Work.
 - a. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTORS the same power as regards terminating subcontracts that the OWNER may exercise over the CONTRACTOR under provisions of the Contract Documents.
 - b. The OWNER or ENGINEER will not undertake to settle differences between the CONTRACTOR and his Subcontractors or between Subcontractors.
 - c. If in the opinion of the ENGINEER, a Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when the CONTRACTOR is so directed in writing.
- 17. **Qualifications of Bidders:** The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject a Bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the items of Work contemplated therein.

18. **Insurance:** The Contractor will be required to carry the types and amounts of insurance specified in the Project Supplemental Conditions, Section 4, as enclosed herein for the full term of the Contract.
19. **Contract Award:** Award of Contract, if made, shall be within **sixty (60) days** of date of receipt of Bids.
20. **Issuance of "Notice to Proceed":** If the Contract is awarded, the Owner will issue the "Notice to Proceed" within **thirty (30) days** after the date of agreement of the Contract.

SECTION C

BID FORM AND BIDDERS CERTIFICATES

PROPOSAL

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____ doing business as a _____, insert: (corporation, partnership, limited liability company, or individual) to: the **City of Ridgeland, Mississippi**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of the **City Center Site Development- Phase I** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been developed independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within **1095** consecutive calendar days thereafter. BIDDER further agrees to commence WORK under this contract on Additive Alternative Bid Items, if awarded, before the date specified in the written "NOTICE TO PROCEED" and to fully complete the awarded Additive Alternative Bid Items within **90** consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of **\$500** for each consecutive calendar day thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER

DATE

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to this bid.

BIDDER understands that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the Unit Price Bid.

In accordance with the requirements of the Plans, Specifications and Contract Documents, BIDDER proposes to furnish all necessary materials, equipment, labor, tools and other means of construction and to construct the Project in accordance with the Contract Documents within the specified Contract Time for the following Unit Prices specified.

Bidder further agrees to execute the contract agreement as bound herein within ten (10) days after receipt of contract forms from the owner.

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day after the Contract completion date specified in a written "NOTICE TO PROCEED" that he fails to complete the work unless the Contract Time is extended by a written Change Order.

BIDDER also proposes to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than **one hundred percent (100%)** of the total of the Base Bid. These Bonds shall not only serve to guarantee the completion of the work on the

BIDDERS part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

BIDDER encloses a Bid Bond or Certified Check for 5% of Base Bid Amount DOLLARS (\$ _____) and hereby agree that in case of failure to execute the Contract and furnish the required Bonds within (10) days after the Receipt of Contract Forms, the amount of this Certified Check or Bid Bond will be forfeited to the OWNER, as liquidated damages arising out of his failure to execute the Contract as proposed.

It is understood that in case BIDDER is awarded the work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Specifications.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provision of the Equal Opportunity Clause set forth in the Federal Requirements, if applicable.

The low BIDDER shall supply the names and address of major MATERIAL SUPPLIERS AND SUBCONTRACTORS when required to do so by the OWNER.

Inspection trips for prospective BIDDERS will leave from the office of the **ENGINEER** as scheduled.

The Engineer is **Waggoner Engineering, Inc., 143-A LeFleurs Square, Jackson, Mississippi 39211-5525.**

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount:

NOTES:

1. Unit price amounts are to be shown in figures where indicated. Where a discrepancy in the unit price and the extension of any items occurs, the unit price will govern.
2. Unit prices shall include all labor, materials, bonding, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
3. Any erasure, change or alteration of any kind must be initialed by the BIDDER.
4. Bid prices shall include sales tax and all other applicable taxes and fees.
5. Any item of work not specified on the Proposal as a separate pay item or indicated as an absorbed cost in a pay item but which is incidental to completion of the work shall be considered as an absorbed cost with full compensation included in the unit price bid for the particular item involved.
6. Owner reserves the right to award any combination of base and alternate bids (if any) it deems advantageous and in the event that all specified bid item units are lump sum (LS), the Owner reserves the right to delete any such item or combination of such items from the project. The Owner further reserves the right to delete any item or items desired from the Bid Schedule after the Contract has been awarded. Any deletions, if any made, shall be by Change Order and bidder hereby agrees to accept such Change Orders.

(SEE FOLLOWING SHEETS FOR BID ITEMS)

BID FORM

**City of Ridgeland, Mississippi
City Center Site Development
WEI No. C012-039**

BASE BID

ITEM NO	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization - Demobilization	LS	1.0		
2	Removal of All Materials	LS	1.0		
TOTAL BASE BID					

ADDITIVE ALTERNATIVE NUMBER 1

ITEM NO	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Temporary Parking Lot, Shuttle Area and Driveways	Acre	1.0		
TOTAL ADDITIVE ALTERNATIVE NUMBER 1					

ADDITIVE ALTERNATIVE NUMBER 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Temporary Parking Lot	Acre	1.0		
TOTAL ADDITIVE ALTERNATIVE NUMBER 2					

ADDITIVE ALTERNATIVE NUMBER 3

ITEM NO	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Temporary Parking Lot	Acre	1.1		
TOTAL ADDITIVE ALTERNATIVE NUMBER 3					

TOTAL BASE BID + ADDITIVE ALTERNATIVE NUMBER 1

TOTAL BASE BID + ADDITIVE ALTERNATIVE NUMBER 1 AND 2

TOTAL BASE BID + ADDITIVE ALTERNATIVE NUMBER 1, 2, AND 3

RESPECTFULLY SUBMITTED BY:

(PLEASE PRINT)

SIGNATURE

NAME AND TITLE

(PLEASE PRINT)

ADDRESS

CERTIFICATE OF RESPONSIBILITY NO.

IF BY CORPORATION

CORPORATE CERTIFICATE

(To Be Executed If Bidder Is A Corporation)

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Proposal; that _____ who signed said Proposal on behalf of the Contractor, was then _____ of said Corporation; that said Proposal was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Name:

Title:

Signature:

(CORPORATE SEAL)

PARTNERSHIP CERTIFICATE
(To Be Executed If Bidder Is A Partnership)

STATE OF _____)

COUNTY OF _____)

ss:

On this _____ day of _____, 2012, before me personally appeared _____, known to be and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is general partner in the firm of:

_____; that said firm consists of himself and _____; and that he executed the foregoing instrument for and on behalf of said firm for the uses and purposes stated herein.

Name: _____

Signature: _____

Notary Public in and for the

County of _____
State of _____

(Notarial Seal)

My Commission Expires: _____

LIMITED LIABILITY COMPANY CERTIFICATE

I, the undersigned _____, hereby certify that I am the Manager of _____ (the "Company") or if the Company does not have a Manager, a Member of the Company with full power and authority to bind the Company; that _____ who executed the Proposal on behalf of the Company is _____ of the Company with full power and authority to execute same on behalf of the Company, and that the Proposal and the Contract, if awarded to the Company, are within the powers and authority of the Company.

Name: _____

Title: _____

Signature: _____

Name: _____

Signature: _____

Notary Public in and for the

County of _____
State of _____

(Notarial Seal)

My Commission Expires: _____

AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF _____

I, _____

(name of person signing affidavit)

individually, and in my capacity as _____

(title)

of _____

(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

(a) That _____, Bidder on the **City Center Site Development- Phase I for the City of Ridgeland, 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 officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature _____

Title _____

(SEAL)

Sworn before me this ____ day of _____, 2012.

My commission expires _____ Notary Public

NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.

AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF _____

I, _____
(name of person signing affidavit)
individually, and in my capacity as _____
(title)
of _____
(name of firm, partnership, limited liability company, or corporation.)
being duly sworn, on oath do depose and say as follows:

(a) That _____, Bidder on the **City Center Site Development- Phase I for the City of Ridgeland, 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 officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature _____

Title _____

(SEAL)

Sworn before me this ____ day of _____, 2012.

My commission expires _____ Notary Public

NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.

SECTION D

BID BOND

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That

(Name of Contractor)

(Address of Contractor)

a

(Corporation, Partnership, Limited Liability Company or Individual)

hereinafter called "Principal", and

hereinafter called "Surety",

(Name of Surety)

are held and firmly bound unto the **THE CITY OF RIDGELAND, MISSISSIPPI**, hereinafter called "**OWNER**" in the penal sum of 5% of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

Signed, this the ____ day of _____, 2012. The Condition of the above obligation is such that whereas the Principal has submitted to the **City of Ridgeland, Mississippi** a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of:

City Center Site Development- Phase I

NOW, THEREFORE,

- (a) If said BID shall be rejected, or,
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract on the Contract form as attached hereto (properly completed in accordance with said BID) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection herewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these present to be signed by their officers, the day and year first set forth above.

_____	(L.S.)	_____
Principal		Surety

_____	_____
By:	By:

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

SECTION E

CONTRACT

CONTRACT

THIS AGREEMENT, made this the _____ day of _____, 2012, by and between the **CITY OF RIDGELAND MISSISSIPPI** hereinafter called "OWNER" and, _____, doing business as (an Individual), (a Partnership),(a Limited Liability Company) or (a Corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of **City Center Site Development- Phase I** hereinafter called "PROJECT".
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the Project within 1095 calendar days, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS, and comply with the terms therein for the sum of \$ _____, or as shown in the BID Schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (a) This Agreement
 - (b) Advertisement for Bids
 - (c) Instruction to Bidders
 - (d) Signed Copy of Proposal Form and Bidder's Certificate
 - (e) Executed Non-Collusion Form and Compliance Statements
 - (f) Executed Performance Bond

- (g) Executed Payment Bond
 - (h) NSPE General Conditions
 - (i) Special Contract Provisions
 - (j) Technical Specifications
 - (k) DRAWINGS prepared by **Waggoner Engineering, Inc. dated September 2012.**
 - (l) SPECIFICATIONS prepared or issued by **Waggoner Engineering, Inc. dated September 2012.**
 - (m) ADDENDA:
No. ____ Dated _____ and No. ____ Dated _____.
 - (n) All federal government conditions, specifications, regulations and requirements bound herein.
6. The Contractor agrees to abide by the following consequences for failure to complete the project within the time specified in the Contract Documents:
- A. LIQUIDATED DAMAGES - CONTRACTOR shall pay to OWNER for each and every calendar day that he shall be in default in attaining Completion of the Work within the time stipulated the sum of \$ 500.00 as liquidated damages. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$ 500.00 for each calendar day that he shall be in default in completing the Work within the stipulated time as provided herein. Since the OWNER's losses are due to the CONTRACTOR's delay and are not readily ascertainable, the amount provided herein for liquidated damages constitute agreed damages and not a penalty.
 - B. INDEMNIFICATION - In addition to payment of the above liquidated damages, CONTRACTOR s shall fully indemnify and hold harmless the OWNER, the ENGINEER and their officers, personnel, and agents from and against: (1) any and all fines, civil penalties, and assessments levied by the State of Mississippi Office of Pollution Control, State of Mississippi Bureau of Environmental Health or any federal or state court for failure to meet, perform, or comply with any part of the time schedule as defined in the Contract Documents, and (2) any and all claims, damages, losses, expenses, liabilities, actions, judgments, and decrees of any and every mature whatsoever in any manner caused by, resulting from, or arising out of such failure.

C. RIGHT OF SET-OFF - The OWNER, in addition to its other remedies under this Contract and in law and in equity, may deduct from monies which become due the CONTRACTOR under this Contract any unpaid amounts which become to or for the OWNER under any of the foregoing provisions.

7. The OWNER will pay to the CONTRACTOR in the manner and at such times set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS. The OWNER shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS unless otherwise mutually agreed.
8. The Contractor agrees to allow the Owner or a duly authorized representatives thereof, access to books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical access to records clause into all subcontracts.
9. The Contractor shall be held responsible for forfeiture of monies in the event that an audit indicates his failure to keep adequate records, including change orders, force accounts and payroll records.
10. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of:

(\$ _____) _____
(not less than one hundred percent of Contract amount)
11. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of:

(\$ _____) _____
(not less than one hundred percent of Contract amount)
12. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in 5 copies each of which shall be deemed an original on the date first above written.

City of Ridgeland, Mississippi

BY: _____
NAME: Gene F. McGee
TITLE: Mayor

ATTEST:

BY: _____
NAME: Paula Tierce
TITLE: City Clerk (SEAL)

Contractor

BY: _____
NAME: _____
TITLE: _____

ATTEST:

BY: _____
NAME: _____
TITLE: _____ (SEAL)

SECTION F
PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That

(Name of Contractor)

(Address of Contractor)

a

(Corporation, Partnership or Individual)

hereinafter called "Principal", and

hereinafter called "Surety",

(Name of Surety)

are held and firmly bound unto the **CITY OF RIDGELAND MISSISSIPPI**, hereinafter called
"OWNER" in the penal sum of _____

Dollars (\$ _____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we
bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain Contract with the OWNER, dated the _____ day of _____, 2012, a copy of
which is hereto attached and made a part hereof for the construction of:

City Center Site Development- Phase I

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said Contract during the Original
term thereof, and any extensions thereof which may be granted by the OWNER, with or without
notice to the Surety and during the one year guaranty period and if he shall satisfy all claims and
demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER
from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse
and repay the OWNER of all of outlay and expense which the OWNER may incur in making good
any default, then this obligation shall be void; otherwise to remain in full force and effect.
PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and sees that no
change, extension of time, alteration or addition to the terms of the Contract or to the WORK to be
performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its
obligation on this BOND, and it does hereby waive notice of any such change, extension of time,
alteration or addition to the loans of this Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may not yet be satisfied.

WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each of which shall be deemed an original, this the _____ day of _____, 2012.

ATTEST:

(Principal) Secretary

(SEAL)

(Principal)

By _____

(Address)

Witness as to Principal

(Address)

ATTEST:

(SEAL)

(Surety)

By _____

Attorney-in-Fact

Witness as to Surety

(Address)

(Address)

NOTE:

Date of BOND **must not be** prior to date of CONTRACT. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT:

Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

END OF SECTION

F-3

SECTION G
PAYMENT BOND

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That

(Name of Contractor)

(Address of Contractor)

a

(Corporation, Partnership, Limited Liability Company, or Individual)

hereinafter called "Principal", and

hereinafter called "Surety",

(Name of Surety)

are held and firmly bound unto the **THE CITY OF RIDGELAND, MISSISSIPPI**, hereinafter called "**OWNER**" in the penal sum of _____

Dollars (\$ _____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the OWNER, dated the _____ day of _____, 2012, a copy of which is hereto attached and made a part hereof for the construction of:

City Center Site Development- Phase I

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect. PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and sees that no change, extension of time, alteration or addition to the terms of the Contract or to the WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this

BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the loans of this Contract or to the WORK or to the SPECIFICATIONS. PROVIDED,

FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may not yet be satisfied.

WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each of which shall be deemed an original, this the _____ day of _____, 2012.

ATTEST:

(Principal) Secretary

(SEAL)

(Principal)

By _____

(Address)

Witness as to Principal

(Address)

ATTEST:

(SEAL)

(Surety)

By _____
Attorney-in-Fact

Witness as to Surety

(Address)

(Address)

NOTE:

Date of BOND **must not be** prior to date of CONTRACT. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT:

Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

END OF SECTION

G-3

SECTION H
CERTIFICATE OF SUFFICIENCY

CERTIFICATE OF SUFFICIENCY

I, James H. Gabriel, Pyle, Mills & Dye, P.A., Chief Legal Officer for the **City of Ridgeland, Mississippi** do hereby certify that I have examined the agreement, contract bonds and evidence of insurance offered by the Contractor and I am of the opinion that each of the aforesaid documents is adequate and sufficient and has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said documents on behalf of the respective parties named thereon; and that the foregoing documents constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

(Signature)

Name & Title: James H. Gabriel, Chief Legal Officer
Pyle, Mills & Dye, P.A.

Date: _____

SECTION I

NSPE/CEC/ASCE/CSI GENERAL CONDITIONS

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by



The Associated General Contractors of America



Construction Specifications Institute

**Engineers Joint Documents Committee
Design and Construction Related Documents
Instructions and License Agreement**

Instructions

Before you use any EJCDC document:

1. Read the License Agreement. You agree to it and are bound by its terms when you use the EJCDC document.
2. Make sure that you have the correct version for your word processing software.

How to Use:

1. While EJCDC has expended considerable effort to make the software translations exact, it can be that a few document controls (e.g., bold, underline) did not carry over.
2. Similarly, your software may change the font specification if the font is not available in your system. It will choose a font that is close in appearance. In this event, the pagination may not match the control set.
3. If you modify the document, you must follow the instructions in the License Agreement about notification.
4. Also note the instruction in the License Agreement about the EJCDC copyright.

License Agreement

You should carefully read the following terms and conditions before using this document. Commencement of use of this document indicates your acceptance of these terms and conditions. If you do not agree to them, you should promptly return the materials to the vendor, and your money will be refunded.

The Engineers Joint Contract Documents Committee ("EJCDC") provides **EJCDC Design and Construction Related Documents** and licenses their use worldwide. You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from **EJCDC Design and Construction Related Documents**.

You acknowledge that you understand that the text of the contract documents of **EJCDC Design and Construction Related Documents** has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You further acknowledge that EJCDC documents are protected by the copyright laws of the United States.

License:

You have a limited nonexclusive license to:

1. Use **EJCDC Design and Construction Related Documents** on any number of machines owned, leased or rented by your company or organization.
2. Use **EJCDC Design and Construction Related Documents** in printed form for bona fide contract documents.
3. Copy **EJCDC Design and Construction Related Documents** into any machine readable or printed form for backup or modification purposes in support of your use of **EJCDC Design and Construction Related Documents**.

You agree that you will:

1. Reproduce and include EJCDC's copyright notice on any printed or machine-readable copy, modification, or portion merged into another document or program. All proprietary rights in **EJCDC Design and Construction Related Documents** are and shall remain the property of EJCDC.
2. Not represent that any of the contract documents you generate from **EJCDC Design and Construction Related Documents** are EJCDC documents unless (i) the document text is used without alteration or (ii) all additions and changes to, and deletions from, the text are clearly shown.

You may not use, copy, modify, or transfer EJCDC **Design and Construction Related Documents**, or any copy, modification or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of **EJCDC Design and Construction Related Documents** in printed or machine-readable format for resale or educational purposes is expressly prohibited.

If you transfer possession of any copy, modification or merged portion of **EJCDC Design and Construction Related Documents** to another party, your license is automatically terminated.

Term:

The license is effective until terminated. You may terminate it at any time by destroying **EJCDC Design and Construction Related Documents** altogether with all copies, modifications and merged portions in any form. It will also terminate upon conditions set forth elsewhere in this Agreement or if you fail to comply with any term or condition of this Agreement. You agree upon such termination to destroy **EJCDC Design and Construction Related Documents** along with all copies, modifications and merged portions in any form.

Limited Warranty:

EJCDC warrants the CDs and diskettes on which **EJCDC Design and Construction Related Documents** is furnished to be free from defects in materials and

workmanship under normal use for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt.

There is no other warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

EJCDC does not warrant that the functions contained in **EJCDC Design and Construction Related Documents** will meet your requirements or that the operation of **EJCDC Design and Construction Related Documents** will be uninterrupted or error free.

Limitations of Remedies:

EJCDC's entire liability and your exclusive remedy shall be:

1. the replacement of any document not meeting EJCDC's "Limited Warranty" which is returned to EJCDC's selling agent with a copy of your receipt, or
2. if EJCDC's selling agent is unable to deliver a replacement CD or diskette which is free of defects in materials and workmanship, you may terminate this Agreement by returning EJCDC Document and your money will be refunded.

In no event will EJCDC be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use **EJCDC Design and Construction**

Related Documents even if EJCDC has been advised of the possibility of such damages, or for any claim by any other party.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

General:

You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void.

This Agreement shall be governed by the laws of the State of Virginia. Should you have any questions concerning this Agreement, you may contact EJCDC by writing to:

Arthur Schwartz, Esq.
General Counsel
National Society of Professional Engineers
1420 King Street
Alexandria, VA 22314

Phone: (703) 684-2845
Fax: (703) 836-4875
e-mail: aschwartz@nspe.org

You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by



The Associated General Contractors of America



Construction Specifications Institute

Copyright ©2002

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

**CITY OF RIDGELAND, MS
CITY CENTER SITE DEVELOPMENT- PHASE I**

PART III – STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - DEFINITIONS AND TERMINOLOGY	6
1.01 <i>Defined Terms</i>	6
1.02 <i>Terminology</i>	8
ARTICLE 2 - PRELIMINARY MATTERS	9
2.01 <i>Delivery of Bonds and Evidence of Insurance</i>	9
2.02 <i>Copies of Documents</i>	9
2.03 <i>Commencement of Contract Times; Notice to Proceed</i>	9
2.04 <i>Starting the Work</i>	9
2.05 <i>Before Starting Construction</i>	9
2.06 <i>Preconstruction Conference</i>	9
2.07 <i>Initial Acceptance of Schedules</i>	9
ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE	10
3.01 <i>Intent</i>	10
3.02 <i>Reference Standards</i>	10
3.03 <i>Reporting and Resolving Discrepancies</i>	10
3.04 <i>Amending and Supplementing Contract Documents</i>	11
3.05 <i>Reuse of Documents</i>	11
3.06 <i>Electronic Data</i>	11
ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS.....	11
4.01 <i>Availability of Lands</i>	11
4.02 <i>Subsurface and Physical Conditions</i>	12
4.03 <i>Differing Subsurface or Physical Conditions</i>	12
4.04 <i>Underground Facilities</i>	13
4.05 <i>Reference Points</i>	13
4.06 <i>Hazardous Environmental Condition at Site</i>	13
ARTICLE 5 - BONDS AND INSURANCE	14
5.01 <i>Performance, Payment, and Other Bonds</i>	14
5.02 <i>Licensed Sureties and Insurers</i>	15
5.03 <i>Certificates of Insurance</i>	15
5.04 <i>Contractor's Liability Insurance</i>	15
5.05 <i>Owner's Liability Insurance</i>	16
5.06 <i>Property Insurance</i>	16
5.07 <i>Waiver of Rights</i>	17
5.08 <i>Receipt and Application of Insurance Proceeds</i>	17
5.09 <i>Acceptance of Bonds and Insurance; Option to Replace</i>	17
5.10 <i>Partial Utilization, Acknowledgment of Property Insurer</i>	18
ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES.....	18
6.01 <i>Supervision and Superintendence</i>	18
6.02 <i>Labor; Working Hours</i>	18
6.03 <i>Services, Materials, and Equipment</i>	18
6.04 <i>Progress Schedule</i>	18
6.05 <i>Substitutes and "Or-Equals"</i>	19
6.06 <i>Concerning Subcontractors, Suppliers, and Others</i>	20
6.07 <i>Patent Fees and Royalties</i>	21
6.08 <i>Permits</i>	21
6.09 <i>Laws and Regulations</i>	21
6.10 <i>Taxes</i>	22
6.11 <i>Use of Site and Other Areas</i>	22
6.12 <i>Record Documents</i>	22
6.13 <i>Safety and Protection</i>	22

6.14	<i>Safety Representative</i>	23
6.15	<i>Hazard Communication Programs</i>	23
6.16	<i>Emergencies</i>	23
6.17	<i>Shop Drawings and Samples</i>	23
6.18	<i>Continuing the Work</i>	24
6.19	<i>Contractor's General Warranty and Guarantee</i>	24
6.20	<i>Indemnification</i>	24
6.21	<i>Delegation of Professional Design Services</i>	25
ARTICLE 7 - OTHER WORK AT THE SITE.....		25
7.01	<i>Related Work at Site</i>	25
7.02	<i>Coordination</i>	26
7.03	<i>Legal Relationships</i>	26
ARTICLE 8 - OWNER'S RESPONSIBILITIES.....		26
8.01	<i>Communications to Contractor</i>	26
8.02	<i>Replacement of Engineer</i>	26
8.03	<i>Furnish Data</i>	26
8.04	<i>Pay When Due</i>	26
8.05	<i>Lands and Easements; Reports and Tests</i>	26
8.06	<i>Insurance</i>	26
8.07	<i>Change Orders</i>	26
8.08	<i>Inspections, Tests, and Approvals</i>	26
8.09	<i>Limitations on Owner's Responsibilities</i>	27
8.10	<i>Undisclosed Hazardous Environmental Condition</i>	27
8.11	<i>Evidence of Financial Arrangements</i>	27
ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION.....		27
9.01	<i>Owner's Representative</i>	27
9.02	<i>Visits to Site</i>	27
9.03	<i>Project Representative</i>	27
9.04	<i>Authorized Variations in Work</i>	27
9.05	<i>Rejecting Defective Work</i>	27
9.06	<i>Shop Drawings, Change Orders and Payments</i>	28
9.07	<i>Determinations for Unit Price Work</i>	28
9.08	<i>Decisions on Requirements of Contract Documents and Acceptability of Work</i>	28
9.09	<i>Limitations on Engineer's Authority and Responsibilities</i>	28
ARTICLE 10 - CHANGES IN THE WORK; CLAIMS.....		28
10.01	<i>Authorized Changes in the Work</i>	28
10.02	<i>Unauthorized Changes in the Work</i>	29
10.03	<i>Execution of Change Orders</i>	29
10.04	<i>Notification to Surety</i>	29
10.05	<i>Claims</i>	29
ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK.....		30
11.01	<i>Cost of the Work</i>	30
11.02	<i>Allowances</i>	31
11.03	<i>Unit Price Work</i>	31
ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES.....		32
12.01	<i>Change of Contract Price</i>	32
12.02	<i>Change of Contract Times</i>	33
12.03	<i>Delays</i>	33
ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK.....		33
13.01	<i>Notice of Defects</i>	33
13.02	<i>Access to Work</i>	33
13.03	<i>Tests and Inspections</i>	33
13.04	<i>Uncovering Work</i>	34
13.05	<i>Owner May Stop the Work</i>	34
13.06	<i>Correction or Removal of Defective Work</i>	34
13.07	<i>Correction Period</i>	34
13.08	<i>Acceptance of Defective Work</i>	35
13.09	<i>Owner May Correct Defective Work</i>	35
ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION.....		36
14.01	<i>Schedule of Values</i>	36
14.02	<i>Progress Payments</i>	36

14.03	<i>Contractor's Warranty of Title</i>	37
14.04	<i>Substantial Completion</i>	37
14.05	<i>Partial Utilization</i>	38
14.06	<i>Final Inspection</i>	38
14.07	<i>Final Payment</i>	38
14.08	<i>Final Completion Delayed</i>	39
14.09	<i>Waiver of Claims</i>	39
ARTICLE 15	- SUSPENSION OF WORK AND TERMINATION	39
15.01	<i>Owner May Suspend Work</i>	39
15.02	<i>Owner May Terminate for Cause</i>	39
15.03	<i>Owner May Terminate For Convenience</i>	40
15.04	<i>Contractor May Stop Work or Terminate</i>	40
ARTICLE 16	- DISPUTE RESOLUTION.....	41
16.01	<i>Methods and Procedures</i>	41
ARTICLE 17	- MISCELLANEOUS	41
17.01	<i>Giving Notice</i>	41
17.02	<i>Computation of Times</i>	41
17.03	<i>Cumulative Remedies</i>	41
17.04	<i>Survival of Obligations</i>	41
17.05	<i>Controlling Law</i>	41
17.06	<i>Headings</i>	41

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times

but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents, or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
- c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 Copies of Documents

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement

or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 Starting the Work

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 Before Starting Construction

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 Preconstruction Conference

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 Initial Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or

responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work

(unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or
2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's

sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will

promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to

entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified

in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection

from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3. through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any

deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract

Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or

received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract

Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual

or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Draw-

ings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:* Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or

disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal

shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and

properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
2. the specific matters to be covered by such authority and responsibility will be itemized; and
3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep

Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show

partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall

promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and

Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have

resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall

be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an

allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted

by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 Delays

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent

inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling Owner to a set-off against the amount recommended; or
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals

that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations

under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance

with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

SECTION J

PROJECT SUPPLEMENTAL GENERAL CONDITIONS

SECTION 1

PROJECT SPECIAL CONDITIONS

SECTION 1

SPECIAL CONDITIONS

PART 1 GENERAL

1-01 GENERAL

- A. The following Special Conditions consist of special requirements which shall apply to this project and to the Contractor executing the work.
- B. The information contained in these special conditions and technical specifications shall supersede information contained in NSPE, EDA, CDBG or SRF General Conditions if any found elsewhere herein.
- C. OWNER shall furnish to CONTRACTOR up to three (3) copies (unless otherwise specified in the General Requirements) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.
- D. Protect the finished work from damage and loss resulting from carelessness or by reason of the elements and from all other causes until the entire work is completed and accepted. The work is entirely at the Contractor's risk. The Owner assumes no responsibility or obligation whatsoever for damage or loss to the work.
- E. At all times protect existing work and adjacent property. Correct all damage thereto caused by construction operations of the Contractor's employees at the expense of the Contractor, and to the complete satisfaction of the Owners and Engineer.
- F. **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 requirements shall meet guidelines as contained in OSHA and U.S. Department of Health and Human Services (National Institute for Occupational Safety and Health) (NIOSH) publication sections relative to the work contemplated herein.
- G. **PAYMENTS TO CONTRACTOR:** The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions, such amounts as required by the Contract Documents. The Owner shall retain five percent (5%) of the amount of each progress payment until final completion and acceptance of all work covered by the Contract Documents unless otherwise mutually agreed.

1-02 PUBLIC SAFETY AND CONVENIENCE

- A. The Contractor shall at all times so conduct his work as to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to ensure the protection of persons and property in a manner satisfactory to the Owner and Engineer.
- B. All work on existing highways, roads or streets, shall be in a manner to assure the least practicable interference with the public use of the facility. The Contractor shall use reasonable care and precaution to avoid accidents, damage, unnecessary delay or interference with traffic and provide competent flaggers when necessary to insure maximum public safety.

1-03 CONSTRUCTION STAKES AND GRADES

- A. The Engineer has provided a base line from which all layout is to be done. Preservation of reference points will be the responsibility of the Contractor. The Contractor must provide all grades, stakes, string lines, and other control work necessary for completion of the project in accordance with the requirements of the Specifications and Drawings.
- B. **No changes to grades will be made without the approval of the Engineer.**

1-04 EXISTING WATER, SEWER, ELECTRIC GAS AND UNDERGROUND TELEPHONE FACILITIES

- A. Existing water, sewer, gas, electricity, television cable, and buried telephone cable facilities shown on the drawings are approximate locations. The Contractor is required to coordinate his work with the representative of the respective utility company and protect all other adjacent structures, utilities, and work against damage or interruption of services. Damages which may result from failure of the Contractor to observe such precautions is the responsibility of the Contractor.
- B. **The Owner shall be held harmless of the cost of repairing damage to public utilities.**

1-05 UTILITIES

- A. Water, electricity, gas or other utilities required on the site of the work by the Contractor must be arranged for by him and furnished at his expense.
- B. Required temporary utility installations are subject to the approval of the Engineer and are to be maintained and removed by the Contractor at his expense prior to completion of the construction work.

1-06 TEMPORARY STORAGE

- A. If materials are stored on the site of the work, each Contractor shall provide and maintain on the premises, where directed, water-tight storage sheds for the storage of materials that would be subject to damage by the weather.

- B. The Contractor shall be responsible for security of material storage sites.

1-07 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

- A. The Contractor will execute and provide to the Engineer at the Pre-construction Conference a compliance statement where required.
- B. Such compliance form shall be provided by the Engineer.

1-08 LEAD BASED PAINT

- A. Use of lead based paint on the project is prohibited.

1-09 TEMPORARY TOILETS

- A. Provide and maintain temporary toilets as necessary for use of workmen. Locate toilets in locations acceptable to the Owner.
- B. Toilets shall meet requirements of the State Health Department and any local codes.

1-10 TEMPORARY JOB OFFICE FOR ENGINEER

- A. None required for this Contract.

1-11 WAGE RATES

- A. None required for this Contract.

1-12 PROJECT SIGN

- A. Not required for this Contract.

1-13 MAINTENANCE OF TRAFFIC

Unless otherwise provided, the construction area and all roads and entrances to adjacent property within the right-of-way will be kept open to through and local traffic.

The Contractor shall keep the portion of the project being used by public traffic in satisfactory condition for traffic to be adequately accommodated. The Contractor shall also provide and maintain in a safe condition temporary approaches or crossings and intersections with trails, roads, streets, businesses, parking lots, residences, garages, and farms. Representatives of the Owner and the Engineer shall have access to all portions of the project at all times.

In case it is necessary or desirable to close a portion of the project to traffic, the plans, special provisions, or other contract documents will so indicate, or in case provisions are not made on the plans or in other contract documents, the Owner may permit temporary

closures of small portions of the project as deemed necessary to expedite the work without compromising the convenience and safety of traffic.

The Contractor shall be bound by the provisions of this subsection and other applicable provisions of the contract with regard to the safe and convenient passage of traffic.

In the case of a project for improvements or construction alongside an existing roadway on which traffic is required to be maintained, only construction rolling stock equipped with pneumatic tires and actually required to expedite the work will be permitted to use or park on roadway shoulders during daylight hours. No equipment will be allowed to park on the shoulders during hours of darkness. Rolling stock (including employees' vehicles) not essential to the work at hand and materials shall not be parked or stored on the shoulders.

The Contractor shall not obstruct any traffic facility or connection thereto which is officially opened to public or private traffic or required under the contract to be maintained except as permitted in writing by the Owner on the basis that other suitable provisions have been made.

Due to high accident probabilities for certain days of peak traffic use, the right is hereby reserved for the Owner to suspend upon due notice to the Contractor any operation which, if allowed to be carried on, would seriously jeopardize the safety of the traveling public on holidays, the preceding day, and the following day or on days of major public events in the general area. The notice will specifically state the dates of the suspension. When work is suspended as provided herein, the affected phase(s) will be considered as zero for assessment of contract time. Additional compensation will not be paid because of such suspension.

The Contractor will not be directly compensated for constructing, maintaining and removing temporary traffic maintenance facilities unless the proposal contains pay items specifically covering such work.

1-14 BARRICADES, WARNING SIGNS, AND FLAGGERS

The Contractor shall provide, erect and maintain all necessary barricades, lights, danger signals, signs and other traffic control devices; shall provide qualified flaggers where necessary to direct the traffic; and shall take all necessary precautions for the protection of the work and the safety of the public. Highways, roads, streets, or parts of the work closed to through traffic shall be protected by effective barricades. Suitable warning signs shall be provided to properly control and direct traffic.

The Contractor shall erect warning signs in advance of all places on the project where operations may interfere with traffic and at all intermediate points where the work crosses or coincides with the existing roadway. Such warning signs shall be constructed and erected in accordance with the provisions of the contract.

All barricades, warning signs, lights, temporary signals, other protective devices, flaggers and signaling devices shall meet or exceed the minimum requirements contained in the MUTCD published by the U.S. Government Printing Office which is current at the time bids are received.

All traffic control devices on an existing highway, road or street are understood to be public property.

On all sections of a project which are coincident with an existing highway, road, or street and open to through or local traffic, the Contractor shall be fully responsible for the protection, maintenance, and replacement of all existing signs, route markers, traffic control signals, and other traffic service features from the beginning of contract time or beginning of work, whichever occurs earlier, until final completion of the work.

The Contractor shall restore or replace in kind, without additional compensation, all devices damaged, destroyed or lost by the Contractor.

Prior to performing work on the project, the Contractor shall make the necessary arrangements to prevent damage or loss of signs and other traffic control devices. Those which cannot be left in their existing positions shall be removed, stored, or reinstalled at locations approved by the Owner. As soon as work which conflicted with the original position of each device has been performed, the device shall be reinstalled at the original position or modified position as approved by the Owner.

The Contractor shall maintain in position only those signs that are appropriate for existing conditions and those that are not or have served their purpose shall be removed or covered as approved by the Owner. Sign coverings shall be of such material and so placed such that the information contained thereon will not be legible during day or night. The Contractor shall not allow vegetation, construction materials, equipment, etc. to obscure an applicable traffic control device.

Unless otherwise provided in the contract, no measurement for payment will be made for materials or work under this subsection, it being understood that the cost thereof is included in the price bid for Maintenance of Traffic or other items of work.

1-15 TESTING LABORATORY SERVICES

- A. Scope: The Contractor will employ and pay for the services of an independent laboratory to perform specified services. Employment of a testing laboratory shall in no way relieve Contractor of his obligation to perform work in accordance with the contract.
- B. Inspection, Sampling and Testing is Required for:
 - 1. Testing will be required for the following sections:
 - A. Not required for this Contract
- C. Qualification of Laboratory:
 - 1. Meet "Recommended Requirements for Independent Laboratory Qualification" published by American Council of Independent Laboratories.
 - 2. Meet basic requirements of ASTM E 329-70, "Standards of Recommended Practice for Inspection and Testing Agencies for Concrete and Steel as Used in Construction."
 - 3. Responsible Engineer: Perform all testing under the direction of a registered professional engineer employed full time by the testing laboratory.

4. Submittals: Submit copy of report of inspection of facilities made by materials reference laboratory of National Bureau of Standards of any deficiencies reported by inspection.
5. Approval: Engineer must approve the testing laboratory.

D. Laboratory's Duties:

1. Upon notice, cooperate with Engineer and Contractor to promptly provide qualified personnel. Perform specified inspections, sampling and testing of materials and methods of construction to ascertain compliance with requirements of contract documents. Promptly notify Engineer and Contractor of irregularities or deficiencies of work observed during performance of services.
2. Promptly prepare reports of inspections and tests including:
 - a. Date issued
 - b. Project title and number
 - c. Testing laboratory, name and address
 - d. Name and signature of inspector
 - e. Date of inspection or sampling
 - f. Record of temperature and weather
 - g. Date of test
 - h. Identification of product and specification section
 - i. Location of project
 - j. Type of inspection or test
 - k. Observations regarding compliance with contract documents
3. Promptly distribute copies of report of inspections and tests to:
 - a. Engineer
 - b. General Contractor
 - c. Subcontractor, when pertinent

E. Contractor's Responsibilities:

1. Cooperate with laboratory personnel to provide access to work and to manufacturer's operation. Provide to laboratory in required quantities preliminary representative samples of materials to be tested. When required, furnish copies of mill test reports. Furnish to laboratory casual labor to obtain and handle samples at the site and to facilitate inspections and tests. Provide facilities for laboratory's exclusive use for storage and curing of test samples. Notify laboratory sufficiently in advance of operations to allow for his assignment of personnel and scheduling of tests.

2. Arrange and pay for additional samples and tests required for Contractor's convenience. When initial tests indicate work does not comply with contract documents, the Contractor may employ and pay for the services of a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing.

1-16 PRE-CONSTRUCTION CONFERENCE

- A. Prior to commencement of construction, a pre-construction conference will be scheduled with the date, time and location of the meeting to be established by the Engineer.
- B. The Engineer will prepare an agenda and distribute advance copies to each participant. The Engineer will also prepare and complete the minutes of the meeting and distribute same to all participants.
- C. Prior to the pre-construction conference, CONTRACTOR shall submit to ENGINEER an estimated progress schedule, in the form of a bar chart, indicating the starting and completion dates of the various stages of the Work along with anticipated earnings, and a preliminary schedule of Shop Drawings submissions. The ENGINEER shall review and return this schedule or require revisions thereto within fourteen (14) days of its submittal. If there is more than one CONTRACTOR involved in a Project the responsibility for coordinating the Work of all CONTRACTORS shall be as provided in the Special Conditions. Updated progress schedules will be required on a monthly basis at the time of submittal of the CONTRACTOR's monthly progress pay request.
- D. The above schedules will be reviewed during the pre-construction conference to establish procedures for handling Shop Drawings and other submissions and for processing Application for Payment, and to establish a working understanding between the parties as to the Project requirements.

Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project Representative, CONTRACTOR, his Superintendent, and major Subcontractors.

END OF SECTION

SECTION 2
INSTRUCTION FOR BONDS

SECTION 2

INSTRUCTIONS FOR BONDS

PART 1 - GENERAL

- 1-01 GENERAL: The following instructions and requirements for Bonds shall apply to this Project.
- 1-02 SURETY: The surety on each bond must be a responsible surety company, which is qualified to do business in Mississippi, and shall be satisfactory to the Owner.
- 1-03 NAME: The name, including full Christian name, and residence of each individual party to the bond shall be inserted in the body thereof, and each such party shall sign the bond with his usual signature on the line opposite the seal.

1-04 PARTNERSHIPS

- A. If the principals are partners, their individual names will appear in the body of the bond with the recital that they are partners composing a firm, naming it, and shall have all the partners of the firm execute the bond as individuals.
- B. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the bond.

1-05 CORPORATIONS

- A. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form.
- B. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be secretary or assistant secretary according to the form attached hereto. In lieu of such certificate, there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

1-06 LIMITED LIABILITY COMPANIES

- A. If the principal is a limited liability company, the name of the state under which the limited liability company is organized shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested.
- B. The bond shall be executed by a Manager of the limited liability company if managed by one or more Managers, or by a Member if managed by one or more Members. The bond shall disclose the capacity in which executed by the Member or Manager.
- 1-06 DATE: The date shown on these bonds **must not be** prior to the date of the contract in connection with which they are given.

END OF SECTION

SECTION 3

SPECIAL PROVISIONS

1.1 Location and Description

The work includes the furnishing of all materials, tools, equipment, labor and incidentals necessary for the construction of the **City Center Site Development- Phase I**.

Major items of work are removal of materials, construction of a granular surface parking facility.

The summary of work as described above is a general description of the project and responsibilities of the Contractor and in no way supersedes the specific requirements of the contract documents.

2. TEMPORARY CONTROLS

2.1 General

The Contractor shall provide and maintain methods, equipment, and temporary construction, as necessary to provide control over environmental conditions at the construction site and adjacent areas. Physical evidence of temporary facilities shall be removed after completion of the work.

2.2 Noise Control

The Contractor's vehicles and equipment shall be such as to minimize noise to the greatest degree practical. Noise levels shall conform to the latest OSHA standards and in no case will noise levels be permitted which interfere with the work of the City or others.

2.3 Water Control

2.3.1 The Contractor shall provide methods to control surface water and water from excavations and structures to prevent damage to the work, the site, or adjoining properties, including beaver control on-site and adjacent thereto.

2.3.2 Fill, grading and ditching shall be controlled to direct water away from excavations, pits, tunnels and other construction areas, and to proper runoff course so as to prevent any erosion, damage or nuisance.

2.3.3 The Contractor shall provide, operate and maintain equipment and facilities of adequate size to control surface water.

2.3.4 Drainage water shall be disposed of in a manner to prevent flooding, erosion, or other damage to any portion of the site or to adjoining areas and in conformance with all environmental requirements.

2.4 Pollution Control

2.4.1 The Contractor shall provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations.

2.4.2 The Contractor shall provide equipment and personnel, perform emergency measures required to contain any spillage, and remove contaminated soils or liquids. The contaminated earth will be removed and disposed of offsite, and replaced with suitable compacted fill and topsoil at no additional cost to the Owner.

2.4.3 The Contractor shall prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams, or in sanitary or storm sewers. All sewage, oil and refuse generated during the course of the work shall not be discharged into any watercourses adjacent to the job site.

2.5 Erosion Control

2.5.1 The Contractor shall plan and execute construction and earthwork by methods to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation. The areas of bare soil exposure at one time shall be held to a minimum, and temporary control measures such as silt screens, berms, dikes and drains shall be provided.

2.5.2 Fills and waste areas shall be constructed by selective placement to eliminate surface silts and clays which will erode.

2.5.3 The Contractor shall periodically inspect earthwork to detect any evidence of the start of erosion, and shall apply corrective measures to control erosion as required by the Engineer at not additional cost to the Owner.

3. RECORDS

The Contractor shall maintain a complete and accurate log of any control or survey work as it progresses. Upon completion of major items or upon request, the Contractor shall submit two (2) copies to the Engineer.

4. CONTRACT DRAWINGS

Contract Drawings identified as City of Ridgeland- **City Center Site Development- Phase I** are included in this package.

5. CONTRACT SPECIFICATIONS

The Specifications governing the work under this Contract shall be as set forth hereinafter as Technical Specifications together with any and all addenda.

6. ENGINEER

References in these contract documents to ENGINEER shall refer to Waggoner Engineering, Inc.

7. REVIEW OF THE WORK

Resident Project Representatives, who are representatives of the Engineer, will be appointed to review materials used and work performed. The Resident Project Representatives will not be authorized to revoke, alter, enlarge or relax the provisions of these Contract Documents, nor to delay the fulfillment of this Contract by failure to inspect materials and work with reasonable promptness. Resident Project Representatives are placed on the work to keep the Engineer informed as to the progress of the work and the manner in which it is being done; also to call the attention of the Contractor to nonconformity with the requirements of the Drawings and Specifications. The Resident Project Representatives will not have authority to approve or accept portions of the work, to insure instructions contrary to the Drawings, Specifications or other parts and sections of these Contract Documents, or to act as foreman for the Contractor. **The Resident Project Representatives will have authority to reject defective material.**

The presence of a Resident Project Representative shall in no way lessen the responsibility of the Contractor for full compliance with the requirements of these Contract Documents.

8. SUGGESTIONS TO CONTRACTOR

Means, process or method of work suggested by the Engineer or other representative of the Owner to the Contractor, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Engineer and the Owner will assume no responsibility therefor.

9. CONTRACTOR'S OBLIGATIONS

The Contractor shall do and perform all work and furnish supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete the work required by the Contract, within the time herein specified, in accordance with the provisions of the Contract, Specifications, Drawings and supplemental Drawings, and in accordance with the directions of the Engineer as given from time-to-time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. The Contractor shall observe, comply with and be subject to terms, conditions, requirements and limitations of the Contract and Specifications, and shall do, carry on and complete the entire work to the satisfaction of the Engineer and the Owner.

The Contractor shall be responsible for any state and local permits.

10. TIME FOR COMPLETION

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract for the work to be done hereunder are ESSENTIAL CONDITIONS of the Contract; and it is further mutually agreed that

the work embraced in this Contract shall be commenced on or before a date to be specified in a written "NOTICE TO PROCEED".

The Contractor agrees that said work shall be prosecuted regularly and diligently without interruption at such rate of progress as will ensure full completion thereof within the time specified.

It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of same, taking into consideration the average climatic conditions (rain events) prevailing in this locality.

MONTHLY ANTICIPATED ADVERSE WEATHER CALENDAR DAYS											
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
8	6	7	6	8	6	7	5	5	5	7	7

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or extension thereof granted by the Owner, the Contractor does hereby agree, as a part of consideration for the awarding of this Contract, to pay to the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

11. SUPPLEMENTARY DRAWINGS

Whenever required by the Specifications or the Drawings, as well as for all undetailed material to be fabricated and furnished by the Contractor, the Contractor shall make specialty or detailed shop drawings in amplification of the Drawings referred to in the Contract before commencing the work.

Six (6) copies of each drawing and necessary data shall be submitted to the Engineer. Each drawing or data sheet shall be clearly marked with the name of the Project, the Contractor's name and references to applicable Specification paragraphs and Drawing sheet.

After the Engineer has reviewed the Drawings and data, three (3) copies will be returned to the Contractor marked either (1) "Rejected", (2) "Reviewed", (3) "Furnish as Corrected", or (4) "Revise and Resubmit".

Unless otherwise directed by the Engineer, when Drawings and data are returned marked "Furnish as Corrected", the changes shall be made as noted thereon and six (6) corrected copies furnished to the Engineer.

When Drawings and data are returned marked "Revise and Resubmit", the corrections shall be made as noted thereon and as instructed by the Engineer and six (6) corrected copies resubmitted.

The Engineer's review of Drawings and data submitted by the Contractor will cover only general conformity to the Drawings and Specifications, external connections and dimensions which affect the layout. The Engineer's review of Drawings marked "Reviewed" or "Furnish as Corrected" does not indicate a through review of all dimensions, quantities and details of the material, equipment, device or item shown and does not relieve the Contractor from the responsibility for errors or deviations from the Contract Requirements.

Corrections or comments made on the drawings during the Engineer's review do not relieve the contractor from compliance with the requirements of the Drawings and Specifications. Checking will be only for review of general conformance with the information given in the contract Documents. The Contractor is responsible for: confirming and correlating quantities and dimension; selecting fabrication processes and techniques of construction; coordination his work in a safe and satisfactory manner.

Drawings and data, after final processing by the Engineer, shall become a part of the Contract Documents and the work shown or described thereby shall be performed in conformity therewith unless otherwise authorized by the Owner or the Engineer.

12. CORRECTION OF DEFECTIVE WORK AFTER FINAL ACCEPTANCE

The Contractor hereby agrees to make, at his own expense, repairs or replacements necessitated by defects in materials or workmanship, supplied under terms of this Contract, which become evident within one (1) year after the date of substantial completion. The Contractor further assumes responsibility for a similar one (1) year guarantee for work and materials provided by subcontractors or manufacturers of packaged equipment components. The effective date for the start of the guarantee or warranty period is defined as the date of substantial completion established by the Engineer in the Certificate of Substantial Completion.

13. COOPERATION BETWEEN CONTRACTORS

If separate contracts are let within the limits of a project, such Contractors shall arrange and conduct the performance of their work and handling of materials so as to minimize interference with work being performed by other Contractors within the limits of the same project.

SECTION 4
INSURANCE REQUIREMENTS

SECTION 4 INSURANCE REQUIREMENTS

Note: All references to "Owner" herein shall refer to the City of Ridgeland, Mississippi.

The Contractor shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the Owner.

If a part of this Contract is sublet, the Contractor shall require each subcontractor to carry insurance of the same kinds and in like amounts as carried by the prime Contractor.

Certificates of insurance shall state that thirty (30) days written notice WILL BE given to the Owner before the policy is canceled or changed. No Contractor or subcontractor will be allowed to start construction work on this Contract until certificates of all insurance required herein are filed and approved by the Owner. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.

The Contractor shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance:

1. Workmen's Compensation and Employer's Liability Insurance:

This insurance shall protect the Contractor against all claims under applicable State Workmen's Compensation Laws. The Contractor shall also be protected and shall cause each subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workmen's Compensation law. The liability limits shall not be less than the required statutory limits for Workmen's Compensation and Employer's Liability in the amount of Five Hundred Thousand Dollars (\$500,000) for each person. This policy shall include an "all states" endorsement.

2. Contractor's Comprehensive Public Liability and Property Damage Insurance, covering all operations in connection with the performance of this Contract in amounts not less than the following:

Bodily injury liability in the amount of One Million Dollars (\$1,000,000) for each person and One Million Dollars (\$1,000,000) for each accident and property damage liability in the amount of One Million Dollars (\$1,000,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of injury to or destruction of property during the policy period.

The Comprehensive Public Liability and Property Damage policies carried by both the prime and the subcontractors shall contain an endorsement to include the coverage of the following hazards;

- a. Explosion, collapse, and underground property damage (XCU) to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc. caused by the contractor's operations.
- b. The collapse of or structural injury to buildings, structures or property on or adjacent to the Owner's premises caused by the Contractor's operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
- c. Contractual Liability Coverage for the "Hold Harmless" segments of the Contract Documents.

3. Contractor's Contingent or Protective Liability and Property Damage:

In case part of this Contract is sublet, the Contractor shall secure contingent or protective liability and property damage insurance to protect him from claims arising from the operation of his subcontractors in the execution of work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the Owner.

4. Automotive Public Liability and Property Damage:

The Contractor shall maintain automobile public liability insurance in the amount of not less than \$1,000,000 for injury to one person and \$2,000,000 for one accident; and automobile property damage insurance in the amount of not less than \$1,000,000 for one accident to protect him from any and all claims arising from the use of the following:

- a. Contractor's own automobiles and trucks.
- b. Hired automobiles and trucks.
- c. Automobiles and trucks owned by sub-contractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the project.

5. Owner's Protective Liability Policy:

The Contractor shall maintain Owner's Protective Liability Insurance with the Owner as the named insured, and their servants, agents including the Engineer and employees as additional insureds in amount not less than the following:

- a. **Bodily Injury in the amount of ONE MILLION DOLLARS (\$1,000,000) for each person and TWO MILLION DOLLARS (\$2,000,000) for each accident and property damage liability in the amount of ONE MILLION DOLLARS (\$1,000,000) for all damages arising out of any injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of TWO MILLION DOLLARS (\$2,000,000) for all damages arising out of injury to or destruction of property during the policy period.**

6. Umbrella liability insurance with a limit of not less than five million dollars (5,000,000) providing additional coverage to the policies listed above.

Insurance policies shall remain in effect on portions of the work which have been completed and which may or may not be occupied or utilized by the Owner prior to the completion and acceptance of the entire work included in the Contract.

SECTION 5

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

SECTION 5

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 - GENERAL

1-01 REQUIREMENTS INCLUDED

- A. Submit Shop Drawings, Product Data and Samples required by Contract Documents.
- B. Submit six (6) bound copies to Engineer for review unless otherwise specified.

1-02 SHOP DRAWINGS

- A. Drawings shall be presented in a clear and thorough manner.
- B. Identify details by reference to sheet and detail, schedule or item numbers shown on Contract Drawings.

1-03 PRODUCT DATA

- A. Preparation:
 - 1. Clearly mark each copy to identify pertinent products.
 - 2. Show performance characteristics and capacities.
 - 3. Show dimensions and clearances required.
 - 4. Show wiring or piping diagrams and controls as necessary.
- B. Manufacturer's standard schematic drawings and diagrams: 1) Modify drawings and diagrams to delete information which is not applicable to the work; 2) Supplement standard information to provide information specifically applicable to the work.

1-04 SAMPLES

- A. Office samples shall be adequate to clearly illustrate: 1) Functional characteristics of the product, with integrally related parts and attachment devices; 2) Full range of color, texture, pattern, operation, use, etc.

1-05 CONTRACTOR RESPONSIBILITIES

- A. Review Shop Drawings, Product Data and Samples prior to submission to Engineer.
- B. Determine and verify:
 - 1. Field measurements where necessary.
 - 2. Field construction criteria from drawings or manufacturer's manuals.
 - 3. Catalog numbers and similar data from manufacturer.
 - 4. Conformance with specifications and detailed drawings.

- C. Coordinate each submittal with requirements of the Work and of the Contract Documents.
- D. Notify the Engineer in writing, at time of submission, of deviations in the submittals from requirements of the Contract Documents and provide an explanation for such deviation.
- E. Begin no fabrication of items or perform items of work that requires submittals until return of submittals indicating Engineer's review.

1-06 SUBMISSION REQUIREMENTS

A. Transmittal Letter and Submittals:

- 1. Use transmittal forms acceptable to the Engineer.
- 2. One copy only, with each item completed, is required for each submittal.
 - a. Submittals tendered with incomplete "Transmittal Letters" will be returned for resubmission.
- 3. Make submittals promptly and in such sequence as to cause no delay in the work or in the work of other Contractors, should one or more Contractors be involved on a project.

B. Number of submittals required:

- 1. Shop Drawings: Submit the number of opaque reproductions which the Contract Documents require, but in no case less than six (6) copies. Three (3) copies of each will be retained by the Engineer for the project files. Three (3) copies will be stamped, indicating any additional requirements, and returned to the Contractor.

C. Submittals shall contain:

- 1. The date of submission and the dates of any previous unapproved submissions.
- 2. The project title and number.
- 3. The names of:
 - a. Contractor
 - b. Supplier
 - c. Manufacturer
- 4. Identification of the product or component, with reference to the applicable specification section number.
- 5. Field dimensions, clearly identified as such.
- 6. Relation to adjacent or critical features of the work or materials.

7. Applicable standards, such as ASTM, AWWA, AASHTO, or Federal Specification numbers, etc.
8. Identification of deviations from Contract Specifications.
9. Identification of revisions made on resubmittals.
10. Contractor's stamp, initialed or signed, certifying as to review of submittal, verification of products, field measurements and field construction criteria and coordination of the information within the submittal, with requirements of the work and of Contract Documents.

1-07 RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes in the submittals required and resubmit until approved.
- B. Shop Drawings and Product Data
 1. Revise initial drawings or data, and resubmit as specified for the initial submittal.
 2. Indicate changes which have been made other than those requested by the Engineer.
- C. Samples: Submit new samples as required for initial submittal.

1-08 ENGINEER'S DUTIES

- A. Review submittals with reasonable promptness and in accord with project schedule.
Affix stamp and initials or signature, and indicate requirements for resubmittal, or review of submittal.
- C. Return submittals to Contractor for distribution or for resubmission.

END OF SECTION

SECTION 6

RECORD DOCUMENTS

SECTION 6

RECORD DOCUMENTS

PART 1 - GENERAL

1-01 REQUIREMENTS INCLUDED

- A. **The Contractor shall maintain, during the course of the work, and provide to the Engineer, upon project completion, record documents as specified herein.**

1-02 MAINTENANCE OF DOCUMENTS

- A. Maintain in Contractor's field office in clean, dry condition the following: (1) Contract Drawings, (2) Specifications, (3) Addenda, (4) Approved Shop Drawings, (5) Change Orders, (6) Other Modifications of Contract, Test Records, Survey Data, Field Orders and (7) All other documents pertinent to the Contractor's Work.
- B. Provide files and racks for proper storage and easy access as needed.
- C. Make documents available at all times for inspection by the Engineer and the Owner.
- D. Record documents shall not be used for other purposes and shall not be removed from the field office without the Engineer's approval.

1-03 MARKING SYSTEM

- A. Make changes, revisions, additions, deletions, etc., carefully and in legible form acceptable to the Engineer.
- B. Provide colored pencils for marking changes, revisions, additions, deletions, etc., to the record set of Contract Drawings.
- C. **Do not use ink or felt tip pens for marking documents.**

1-04 RECORDING

- A. Label each document "PROJECT RECORD" in large red printed letters.
- B. Keep record documents current with work completed.
- C. Do not permanently conceal work until required information has been recorded on drawings.

D. Contract Drawings: Legibly mark to record actual construction to include the following:

1. Depths or heights of various elements in relation to datum.
2. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements or bench marks.
3. Location of internal appurtenances concealed in construction referenced to visible and accessible features of the work.
4. Field changes of dimensions and details.
5. Changes made by Change Order or Field Order clearly identified as such.
6. Details not on original Contract Drawings.

E. Specifications and Addenda: Legibly mark up each Section and record the following:

1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
2. Changes made by Change Order or Field Order clearly identified as such.
3. Other matters not originally specified.

F. Shop Drawings: Maintain as record documents and legibly annotate Drawings to record changes made after review.

1-05 SUBMITTAL

A. At completion of project, deliver record documents to the Engineer.

B. Accompany submittal with transmittal letter containing:

1. Date.
2. Project title and number.
3. Contractor's name and address.
4. Title and number of each record document.
5. Certification that each document as submitted is complete and accurate.
6. Signature of Contractor, or his authorized representative.

C. **Incomplete or illegible record documents will be returned to the Contractor for completion or correction.**

END OF SECTION

SECTION 7
CONTRACT CLOSEOUT

SECTION 7

CONTRACT CLOSEOUT

PART 1 - GENERAL

1-01 REQUIREMENTS INCLUDED

- A. Comply with requirements stated in conditions of the Contract and Specifications for administrative procedures in closing out the work.
- B. Contractor shall submit all notices and certifications in a form acceptable to the Engineer.

1-02 SUBSTANTIAL COMPLETION

- A. When contractor considers the work is substantially complete, he shall submit to the Engineer:
 - 1. Written notice that the work, or designated portion thereof, is substantially complete.
 - 2. A list of items to be completed or corrected.
- B. Within a reasonable time after receipt of such notice, an inspection will be made by the Engineer to determine the status of completion.
- C. Should it be determined that the work is not substantially complete:
 - 1. Contractor will be notified in writing, giving the reasons for such determination.
 - 2. Contractor shall remedy the deficiencies in the work, and send a second written notice of substantial completion.
 - 3. Work will be reinspected.
- D. When the Engineer concurs that the work is substantially complete, he will:
 - 1. Prepare a Certificate of Substantial Completion on an acceptable form accompanied by a list of items to be completed or corrected.
 - 2. Submit the Certificate to Owner and Contractor for their written acceptance of the responsibilities assigned to them in the Certificate.

1-03 FINAL INSPECTION

- A. When Contractor considers the work is complete, he shall submit written certifications to the Engineer that:

1. Equipment and systems have been tested in the presence of the Engineer and Owner's representative and are fully operational.
 2. Work has been completed in accordance with Contract documents and is ready for final inspection.
- B. An inspection will be made by the Engineer to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should work be considered incomplete or defective:
1. The Engineer will promptly notify the Contractor in writing, listing the incomplete or defective items of work.
 2. Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the Engineer that the work is complete.
 3. Work will be reinspected.
- D. When the work is acceptable under the contract documents, the contractor will be requested to deliver closeout submittals.

1-04 CONTRACTOR CLOSEOUT SUBMITTALS

- A. Evidence of compliance with requirements of governing authorities:
1. Certificate of Inspection:
 - a. Mechanical: City and/or County
 - b. Electrical: City and/or County
 - c. General: Applicable Building Code
- B. Waivers and Liens Affidavit.
- C. Surety Release.
- D. Labor and Material Warranty.
- E. **Certification Statement that material incorporated into the project meets or exceeds specification requirements of the Contract.**
- F. Project record documents and drawings.
- G. Operating and Maintenance Data, Instructions to Owner's Personnel: As specified in Contract Documents or ordered by the Engineer.

SECTION 8

SCHEDULE OF VALUES LUMP SUM BID ITEMS

I. GENERAL

- A. The successful Bidder, within five (5) days of the receipt of the "NOTICE OF AWARD", shall submit, a Schedule of Values for "lump sum bid items", for Owner's and Engineer's review. The Schedule of Values shall be an itemized list that establishes the various quantities and value or cost of each major part or component of Lump Sum Items. It shall be used as the basis for preparing progress payment applications and for use as a basis for negotiations concerning additional work or credits which may arise during the construction.

II. PREPARATION

- A. The Schedule shall be prepared in the form and supported by the data required herein.
- B. The Schedule shall show a breakdown of costs for labor, materials, equipment, delivery, installation, overhead, profit and other costs used in preparation of the Bid.
- C. Costs shall be in sufficient detail to indicate a separate amount for each major component of the item listed.
- D. Contractor may include items for bonds, insurance, and temporary facilities. Bonds and insurance may be claimed on the first application for payment. Any remaining items will be included for payment at the same percentage rate as total percent of the lump sum item completion.
- E. The Schedule shall be prepared on 8-1/2 inch by 11-inch white paper.
- F. Use items listed as Lump Sum on the Bid Form as basis for Schedule format and identify each item with number and description as shown on Bid Form.
- G. The sum of the individual values shown on the Schedule of Values for each item must equal the Total Price bid for that item on the Bid Form.

END OF SECTION

SECTION K

SCOPE OF WORK AND DRAWINGS

CITY OF RIDGELAND
CITY CENTER SITE DEVELOPMENT – PHASE 1
SCOPE OF WORK

The contract documents do not include an official set of construction plans but do include attached Drawings in the construction documents package. All references to “Drawings” in the contract documents are to refer to the included attached Drawings.

Scope of Work:

Site Demolition

The 24.7 acre site bound by the Natchez Trace to the North, Highway 51 to the East, School Street to the South, and Madison Drive to the West as identified on sheet C0.1 of the Drawings is estimated to contain 22,000 tons of concrete and aggregate materials (“Materials”). Known Materials are in the form of building foundations, crane runways, pre-stressed beams, pulverized pre-stressed beams, stressing bed foundations, concrete washout, gravel, tank foundations, aggregate storage bins, and pavements. Depths of Materials are estimated to range from 4 in. for surface pavements to 10 ft. for stressing bed foundations. Other Material sources at unknown depths may be present.

The contractor shall excavate all reasonably identifiable Materials to a minimum depth of 5 ft. below existing grade. At the conclusion of the contract period all Materials shall be removed from the project limits or stockpiled according to the following criteria:

1. Materials may be stockpiled on the project site in the Material Stockpile Area.
2. Stockpiles may not exceed 35 ft. in height.
3. All stockpiled Materials shall be crushed to meet the requirements of MDOT Specification 703.04. The gradation shall meet 703.04.4.
4. The Contractor shall provide the results for 1 gradation test for every 2500 cy of Material stockpiled & remaining on site at the completion of the construction period.
5. All metal and concrete reinforcing shall be removed.

Materials removed from the site shall become the property of the Contractor and may be utilized, stored, or disposed of at the Contractor’s discretion. Materials identified below a depth of 5 ft from existing grade may be excavated and utilized by the Contractor. Contractor shall map and inform the City of any identified Materials below a depth of 5 ft. not utilized by the Contractor. The Contractor must obtain prior approval from the City before any off-site Materials may be brought onto the project site to be stored or processed.

All reinforcing steel, structural steel, abandoned pipes, miscellaneous metals, plastics, garbage, and other waste materials visible at the commencement of construction or encountered during the grading and excavation operations shall be disposed of at an offsite location by the Contractor. Temporary stockpiles of waste materials shall be located to minimize visibility from Highway 51 and School Street.

The Contractor is responsible to identify and work within the limits of the property. Existing trees and vegetation along west border of the site shall be protected, as well as all vegetation on the Natchez Trace property bordering the project area along the north and east sides. Moon St.

must be protected throughout construction; however, the Contractor may temporarily close Moon Street with prior approval from the City. Any road closure shall be constructed and maintained in accordance with the latest edition of the MUTCD.

Contractor shall grade all disturbed areas to drain and shall utilize best management practices to limit surface erosion. Immediately following removal of Materials, the site shall be graded to produce a uniform surface with a maximum slope of 15% and a minimum slope of 1%. The Contractor shall seed and fertilize all areas disturbed during construction to establish a perennial vegetative cover. Grading and establishment of vegetative cover shall be completed within 30 days of completed excavation within a specified area.

Removal of all Materials shall be paid for by lump sum and measured each pay period as the percentage of the total project area that has been cleared of material, graded to drain, and established with vegetative cover. Areas shall be measured and rounded down to the nearest 0.5 acre to establish the percentage of the total area complete. The contractor is responsible for obtaining all federal, state, and local permits required for construction of this project.

Temporary Parking

The Contractor shall construct a temporary parking lot in the area specified in the attached Drawings. All Materials shall be removed from the area where the temporary parking is to be placed and the finish surface shall be graded to provide positive drainage toward Madison Ave. No areas of the parking lot shall have a grade greater than 4%, or less than 2% in any direction. The majority of the temporary parking lot pavement shall consist of a 4" base of crushed concrete meeting MDOT 703.04.4 and a 2" crushed limestone surface course that meets MDOT 703.04.3, No. 610. The Contractor shall provide the results for 1 gradation test for every 1000 cy of crushed concrete and limestone used in the temporary parking lot. The driveway and shuttle area shall consist of an 8" base of crushed concrete and a 2" crushed limestone surface course.

All subgrade receiving crushed aggregate pavement shall be proof rolled with a loaded dump truck and unstable areas shall be undercut and backfilled with select fill or crushed concrete base to achieve stability. Crushed concrete and limestone utilized for temporary parking pavement shall be proof rolled and compacted to achieve stability.

Construction of the Temporary Parking, Shuttle Area, and Driveways shall be completed within 90 days of the Notice to Proceed. Liquidated damages stipulated in the Contract Documents shall apply to the 90-day contract period for construction of the temporary parking lot, shuttle area and driveways as well as the full contract period for the remainder of the work under this contract. The Contractor shall release the temporary parking facility to the City upon completion of said facility. Contractor shall provide temporary construction fencing around the temporary parking area as long as work is in progress south of Moon Street.

SECTION L
TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

Table of Contents

1. General Instructions for Technical Specifications	G1-1
2. General Construction Notes	GCN-1
3. Mobilization/Demobilization	01000
4. Seeding, Fertilizing, and Mulching	02270
5. Silt Fence	02547
6. Temporary Erosion Checks	02548

**GENERAL INSTRUCTIONS
FOR
THE TECHNICAL SPECIFICATIONS**

PART 1 - GENERAL

- A. The following Technical Specifications represent the standards and requirements to be met by materials, equipment and workmanship incorporated into or relating to the Project.
- B. These Specifications supersede the Drawings wherever information depicted by the Drawings may be incomplete, unclear or in conflict with the requirements of the Specifications.

PART 2 - DEFINITIONS

- A. Inspection - when used in reference to the Engineer or his authorized Representative, means visual observation of materials, equipment, or construction work, on an intermittent basis, to determine that the work is in conformance with the Contract Documents and the design intent. Such inspection does not constitute acceptance of the work, nor shall it be construed to relieve the Contractor from his responsibility for the means and methods of construction **or for safety on the construction site.**
- B. Equal, or Approved Equal - when appearing in these specifications, means that submittals of materials, equipment or methods differing from a specific description in the specification may be reviewed by the Engineer after Contract Award, to determine if the proposed substitute meets the test of apparent equivalence for application to the requirements of the project, and appears to possess the same performance qualities and characteristics and fulfill the utilitarian function without decrease in quality, durability, or longevity. No inference is intended that items must be identical in **all** respects if above conditions are satisfied. The decision of the Engineer will be final. It remains the Contractor's responsibility for submittals to meet the requirements of the Specifications.
- C. Approve - when used in reference to responses by the Engineer to work performed, material, equipment, or methods used, means to give limited, or conditional or qualified approval to the work or use of material, equipment or methods; **the qualified condition being strict compliance with Contract Document and Specifications requirements.**

GENERAL CONSTRUCTION NOTES

1. Existing utility locations shown on the Drawings are approximate only. The Contractor shall coordinate the location (horizontal and vertical) of existing utilities (power, telephone, gas, water, sewer, etc.) with the appropriate utility company before construction begins.
2. Utility or service lines encountered during construction, whether shown on the Drawings or not, shall be protected by the Contractor and repairs necessary due to damage to same by the Contractor shall be at no additional cost to the Owner.
3. The Contractor shall be responsible for verifying horizontal and vertical clearances on any utility service crossings before installation.
4. The Contractor shall seed and fertilize all areas disturbed during construction to establish a perennial vegetative cover. Grading and establishment of vegetative cover shall be completed within 30 days of completed excavation within a specified area.
5. Unsuitable site subgrade material which may be encountered shall be excavated to the limits required and backfilled with acceptable material to the lines and grades shown on the drawings.
6. TBM's which are or may be in conflict with construction activities shall be relocated by the Contractor prior to commencement of construction in the immediate area.
7. All detailed construction staking will be by Contractor at no cost to the Owner.
8. All private utilities will be relocated or adjusted by the affected company to eliminate any conflict with the proposed improvements at no cost to the Contractor.
9. Contractor shall be responsible for completing all sampling and testing of materials, and for submission of same to Engineer for review prior to their use. This shall include select backfill, concrete, asphalt, aggregates and other items as specified by the Engineer. Such prior use testing shall be an absorbed item.
10. Contractor shall remove and relocate existing mailboxes, fencelines, and signs as directed by the engineer.
11. Contractor shall salvage to the City all traffic signs, water valves, fire hydrants, and drainage pipes that are removed during construction, unless otherwise refused by the City.
12. Contractor shall repair any existing fence damaged, removed or disturbed during construction. The fence shall be restored to its original condition or better. Any fence repair shall be an absorbed cost.
13. Contractor is to preserve existing trees where possible.

SECTION 01000
MOBILIZATION - DEMOBILIZATION

1-01 SCOPE

Mobilization-Demobilization shall consist of all moving in, including preparatory work and operations and moving out, including all dismantling and clean-up work and operations performed by the Contractor.

Mobilization shall include the movement of all labor, equipment, supplies and incidentals to the project site; establishment of facilities necessary for work on the project; and other work and operations which must be performed or costs not directly attributable to other pay items, exclusive of bidding costs, which must be incurred by the Contractor before beginning and during the early stages of production work on the project site.

Demobilization shall include the movement of all labor, equipment, supplies and incidentals from the project site; dismantling and removal of temporary facilities; clean-up of the project site and all work areas; and other work and operations which must be performed or costs not directly attributable to other pay items which must be incurred by the Contractor after completion of certain items of work and all other work on the Contract has been completed.

1-02 MEASUREMENT

The percentage of the lump sum amount for this section will be measured in accordance with the Mobilization-Demobilization schedule submitted by the Contractor and approved by the Engineer within the following limitations:

<u>% of Total Contract Earned*</u>	<u>% of Maximum Lump Sum This Item Allowed</u>
10%	40%
25%	60%
80%	90%

When all work under this Contract is completed by the Contractor and accepted by the Engineer, one hundred percent (100%) of the Lump Sum Amount will be allowed.

- * Total Contract earned will be equal to certified estimates approved by the Engineer exclusive of the Mobilization-Demobilization Lump Sum and Materials Stored Amounts.

1-03 PAYMENT

Payment for Mobilization-Demobilization shall be made at the contract lump sum price and in accordance with 1-02, MEASUREMENT. This price shall be full compensation for furnishing all materials, labor, supervision, equipment and incidentals necessary to satisfactorily complete the work.

Payment will be made under:

ITEM NO. 1 – MOBILIZATION - DEMOBILIZATION, Per Lump Sum.

END OF SECTION
01000-1

SECTION 02270

SEEDING, FERTILIZING AND MULCHING

1-01 SCOPE

This section consists of furnishing all labor, supervision, materials, tools, incidentals and equipment, and performing all topsoiling tilling, fertilizing, seeding, watering, and otherwise establishing, protecting, and maintaining seeded areas as required by the Contract Drawings and these Specifications.

1-02 MATERIALS

A. Topsoil

Topsoil shall be a well-graded soil of good uniform quality, without detrimental admixture of subsoil, refuse and foreign material, and reasonably free of hard clods, stones, cement, brick, slag, concrete, sticks or other undesirable material harmful to plant life.

Topsoil shall have a pH value of not less than 4.5 nor more than 8.0, and shall meet the following gradation requirements:

Sieve Size	
Percent Passing No. 10 Sieve, by weight	95-100
Percent Passing No. 270 Sieve, by weight	40-85
Silt (.05-.005mm)	20-65
Clay (passing .005mm)	10-35

B. Lime

Lime shall be ground limestone containing not less than 85% of total carbonates and shall be ground to such fineness that 95% will pass through a No. 8 mesh sieve and 50% will pass through a No. 100 mesh sieve.

C. Fertilizer

Fertilizer shall be water soluble commercial fertilizer 13-13-13. Containers shall be kept dry until use.

D. Seed

Seeds with a minimum pure live seed content of 90 percent shall be used. They shall be of the best grade and of known vitality, purity, and germination and shall be delivered in containers bearing seed tags as required by law showing percentages of germination content and purity of seed as well as percentages of weed seed content.

All seeds shall be free of wild onion, Canadian thistle, Johnson grass, crab grass or other seeds of noxious weeds. Seed which has become wet, moldy or otherwise damaged in transit or storage will not be acceptable.

SECTION 02270

SEEDING, FERTILIZING AND MULCHING

1-01 SCOPE

This section consists of furnishing all labor, supervision, materials, tools, incidentals and equipment, and performing all topsoiling tilling, fertilizing, seeding, watering, and otherwise establishing, protecting, and maintaining seeded areas as required by the Contract Drawings and these Specifications.

1-02 MATERIALS

A. Topsoil

Topsoil shall be a well-graded soil of good uniform quality, without detrimental admixture of subsoil, refuse and foreign material, and reasonably free of hard clods, stones, cement, brick, slag, concrete, sticks or other undesirable material harmful to plant life.

Topsoil shall have a pH value of not less than 4.5 nor more than 8.0, and shall meet the following gradation requirements:

Sieve Size	
Percent Passing No. 10 Sieve, by weight	95-100
Percent Passing No. 270 Sieve, by weight	40-85
Silt (.05-.005mm)	20-65
Clay (passing .005mm)	10-35

B. Lime

Lime shall be ground limestone containing not less than 85% of total carbonates and shall be ground to such fineness that 95% will pass through a No. 8 mesh sieve and 50% will pass through a No. 100 mesh sieve.

C. Fertilizer

Fertilizer shall be water soluble commercial fertilizer 13-13-13. Containers shall be kept dry until use.

D. Seed

Seeds with a minimum pure live seed content of 90 percent shall be used. They shall be of the best grade and of known vitality, purity, and germination and shall be delivered in containers bearing seed tags as required by law showing percentages of germination content and purity of seed as well as percentages of weed seed content.

All seeds shall be free of wild onion, Canadian thistle, Johnson grass, crab grass or other seeds of noxious weeds. Seed which has become wet, moldy or otherwise damaged in transit or storage will not be acceptable.

Purity, Germination and Planting Schedule

<u>Name</u>	<u>Percent Purity</u>	<u>Percent Germination</u>	<u>Mix (Dry Wt. Lbs. Per Acre)</u>
Spring and Summer Seeding (March to September 1)			
Hulled Bermuda	95	90	<u>20</u>
Total			20
Fall and Winter Seeding (September 1 to March 1)			
Unhulled Bermuda	95	90	20
Rye	95	85	<u>15</u>
Total			35

E. Leguminous Inoculants

Inoculation media containing live nitrogen-fixing bacteria shall be supplied with all legume seed. The inoculants shall be standard, pure culture of nitrogen-fixing bacteria. Each kind of legume will require a cultural bacteria that is adapted to that particular kind of seed. The bacteria shall be supplied in convenient containers of a proper size to treat the amount of seed to be planted. The legume seeds shall be treated according to the directions, and before the expiration date for use of the media as shown on the container.

F. Mulching

Mulch shall be Class I vegetative material consisting of approved baled straw from cereal grain or common native hay crops in accordance with Section 215 and 715 of the MDOT Standard Specifications. The mulch shall have been cured properly prior to baling and shall be reasonably free of foreign grasses and weeds. All straw material shall be approved by the Engineer prior to use.

G. Water

Water shall be free from oil, acid, alkali, salt and other substances harmful to growth of grass, and shall be from a source approved prior to use.

H. Sod This work shall consist of supplying, transporting and placing live, viable sod of the types required in the locations specified on the plans.

Sod shall be produced by a commercial sod farm located as close to the contract work as possible. Sod shall be a live, fresh, growing grass mat at least two (2) inches in thickness with soil adhering firmly to the roots. The sod shall be reasonably free from weeds and other grasses. Sod may be delivered in standard blocks neatly stacked on pallets or in rolls.

Sod, unless otherwise required, shall be of the variety growing in the location to be sodded. Where little or no identifiable native grass can be found, sod shall be common bermuda.

1-03 EXECUTION OF WORK

A. General

All areas disturbed during construction shall be seeded and mulched. Suitable equipment necessary for proper preparation and treatment of the ground surface and for handling and placing all required materials shall be on hand and in good condition and shall be approved by the Engineer before the operations are started. The types and amounts of seed to be used will depend on the planting dates and shall be in accordance with the planting schedule.

B. Order of Work

The order of work operation shall be as follows:

- 1) Ground preparation;
- 2) Applying commercial fertilizer and Lime;
- 3) Sowing seed;
- 4) Cleaning up; and
- 5) Mulching.
- 6) Sodding (Where required)

C. Protection: The Contractor shall be responsible for maintaining and protecting seeded, sodded and mulch areas until final acceptance of the project. He shall take every precaution to prevent unnecessary foot and vehicular traffic and shall repair and restore damaged areas immediately. without extra compensation.

1-04 GROUND PREPARATION

Topsoil can be obtained from on-site or off-site locations. The topsoil used by the Contractor shall meet all specifications required and shall be approved by the Engineer. The topsoil shall be evenly spread on tilled areas to a uniform depth of at least four inches (4") (maximum depth six inches (6")) after compaction. Spreading shall be performed so that turfing can proceed with a minimum of soil preparation or tilling. After preplanting fertilization is completed, the topsoil shall be compacted by rolling with a cultipacker or by other approved means. Previously established grades shall be maintained on the areas to be treated in a true and even condition; necessary repairs shall be made to previously graded areas by means of graders or other approved equipment. After the areas required to be treated have been brought to the grades shown, the soil shall be tilled to a depth of at least four inches (4") by plowing, disking, harrowing, or other approved operations until the condition of the soil is acceptable. The work shall be performed only during periods when, in the opinion of the Engineer, beneficial results are likely to be obtained. When drought, excessive

moisture, or other unsatisfactorily conditions prevail, the work shall be stopped when directed. Undulations or irregularities in the surface shall be leveled before the next specified operation.

1-05 APPLICATION OF FERTILIZER AND LIMESTONE

A. Fertilizer

Fertilizer shall be distributed uniformly at a rate of 1,000 pounds per acre over areas to be seeded and shall be incorporated into the soil to a depth of at least four inches (4").

B. Lime

Immediately following or simultaneously with incorporation of fertilizer, limestone shall be distributed uniformly at a rate of 2,000 pounds per acre, and shall be incorporated into the soil to depth of at least four inches (4").

1-06 SOWING SEED

All seeds shall be as indicated in the planting schedule. No seeding shall be done during windy weather or when the ground is frozen, excessively wet or otherwise in a non-tillable condition. Full use shall be taken of time and weather conditions best suited for seeding and such time of seeding shall be subject to the approval of the Engineer. The seed shall be sown uniformly in the specified amounts preferably by approved mechanical seeders and immediately rolled with a culti-packer or other satisfactory equipment; or covered lightly with soil by the use of a garden rake or other approved methods. All seeds shall be planted using strip markers or similar means to insure that succeeding seeded strips shall slightly overlap.

1-07 FINISHING AND CLEANING UP

After seeding operations and prior to mulching, the surface shall be cleared of all stones or other objects larger than two inches (2") in diameter and of all wire, roots, brush or other objects that may interfere with subsequent mowing operations.

1-08 MULCHING

The rate of application of mulching material shall be two (2) tons per acre. Mulching may be performed by hand or mechanical methods. Mulching shall be placed uniformly on designate areas within twenty-four (24) hours after completion of seeding operations. Placement shall begin on the windward side of areas and from tops of slopes. The mulch shall be loose enough in its final position to allow air to circulate but the mulch shall be compact enough in its final position to allow air to circulate but the ground and reduce to allow air to circulate nut the mulch shall be compact enough to partially shade the ground and reduce erosion.

The use of wet vegetative materials will not be permitted and baled material shall be loose and broken thoroughly before it is placed.

1-09 SODDING

- A. General: Solid sod shall only be placed when weather and soil conditions are deemed, by the ENGINEER, to, be suitable for proper placement and growth.
- B. The solid sod shall be placed on the prepared surface with the edges in close contact. Cracks between blocks or strips of solid sod shall be closed with small pieces of fresh sod and cracks too small for sod shall be filled by a light dressing of topsoil. The entire sodded area shall then be compacted and watered to the satisfaction of the Engineer. Rollers, hand tamps or other approved equipment may be used for compacting.
- C. Surfaces of solid sodding which, in the opinion of the Engineer, may slide due to the height and slope of the surface or nature of the soil, shall, upon direction of the Engineer, be "pegged" with wooden pegs driven through the sod blocks into firm earth, sufficiently close to hold the sod in place.

1-10 MAINTENANCE

Seeding areas shall be maintained until all work or designate portions thereof have been completed and accepted. Tall grass and weeds that tend to smother the desired grass species shall be mowed, and any damage resulting from these operations shall be repaired. The Contractor at his own expense shall reseed, mulch and fertilize as necessary to establish vegetative cover. He shall maintain care of seeded areas for sixty (60) days after completion of treatment of whole project.

1-10 MEASUREMENT

No separate measurement will be made for this item.

7-11 PAYMENT

No separate payment will be made for this item. Seeding, fertilizing and mulching shall be paid for as part of Removal of All Materials.

SECTION 02547

SILT FENCE

PART 1 - GENERAL

1-01 DESCRIPTION

- A. This work consists of furnishing, construction and maintaining a water permeable filter type fence for the purpose of removing suspended soil particles from the water passing through it in accordance with the requirements shown on the plans and these specifications. Fence measured and paid for as temporary shall be removed.
- B. It is understood that measurement and payment for silt fence will be made only when ordered and a pay item is included in the proposal. The quantities are estimated for bidding purposes only, and may be varied dependent upon actual conditions which occur during construction of the project.

PART 2 - MATERIALS

2-01 GEOTEXTILE FABRIC

- A. Unless specified otherwise, the fabric may be woven or nonwoven. The fabric shall consist only of long chain polymeric yarns of filaments such as polypropylene, poly-ethylene, polyester, polyamide or polyvinylidene-chloride and shall be formed into a stable network such that the yarns or filaments retain their relative position. The fabric shall be mildew resistant and inert to biological degradation and naturally encountered chemicals, alkalies and acids. Fabric which is not protected from sunlight after installation shall contain stabilizers and/or inhibitors to make it resistant to deterioration from direct sunlight, ultraviolet rays and heat.
- B. The edges of the fabric shall be salvaged or finished in such a manner to prevent the outer yarn or filaments from raveling. The fabric shall be free of defects or flaws which affect the required physical properties.
- C. Fabric shall be manufactured in widths of not less than three feet. Sheets of fabric may be sewn or bonded together at the factory or other approved locations but deviation from the physical requirements will not be permitted.
- D. Tests for manufacturer's certification shall be conducted with fabric as shipped by the manufacturer and acceptance testing will be conducted with fabric from the project.
- E. The fabric shall conform to the physical requirements of Type I or II as shown in Table 1. Unless a specific type is specified in the plans or contract documents, the Contractor may select Type I or II.

2-02 WOVEN WIRE BACKING

- A. Except as provided herein, the silt fence shall be reinforced with a woven wire backing. The wire backing shall be at least 32 inches high and have no less than six horizontal wires. Vertical wires shall be spaced no more than 12 inches apart. The top and bottom wire shall be 10 gage or larger. All other wire shall be no smaller than 12-1/2 gage.

2-03 POSTS

- A. Wood or steel posts may be used. Wood posts shall have a minimum diameter of three inches and length of five feet and shall be straight enough to provide a fence without noticeable misalignment. Steel tee posts shall be five long, approximately 1-3/8 inches wide, 1-3/8 inches deep and 1/8 inch thick with a nominal weight of 1.33 pounds per foot prior to fabrication. The posts shall have projections, notches or holes for fastening the wire backing or fabric to the posts.

2-04 STAPLES

- A. Staples shall be made of nine gage wire with a minimum length of one inch after bending.

2-05 IDENTIFICATION

- A. Each roll of fabric or container shall be visibly labeled with the name of the manufacturer, type of fabric or trade name, lot number and quantity of material.

2-06 MANUFACTURER'S CERTIFICATION

- A. The Contractor shall furnish to the Construction Manager three copies of the manufacturer's certified test reports and certification that each lot complies with the requirements of the contract. All fabric, steel pins, washers, fence posts, woven wire and wire staples are subject to approval by the Construction Manager upon delivery to the work site and prior to incorporating in the work.

PART 3 - EXECUTION

3-01 PLACEMENT OF THE FENCE

- A. The silt fences shall be constructed at the locations shown on the plans or as directed by the Construction Manager.
- B. All posts shall be installed so that no more than three feet of the post shall protrude above the ground. Extra post for bracing shall be installed as directed by the Construction Manager. The woven wire shall be securely fastened to the wood posts with staples. When metal posts are used, the wire shall be fastened to the post with wire or other approved means. The bottom edge of the fabric shall be buried 6" below ground surface to prevent undermining. When splicing of the fabric is necessary, two posts shall be installed approximately 18" apart and each piece of fabric shall be fastened to both posts.

The fabric will be rejected if it has defects, rips, holes, flaws, deterioration, of damage incurred during manufacture, transportation, storage or installation

- C. Type II fabric may be installed without the woven wire fence backing provided all of the following conditions are met:
1. Post spacing is reduced to six feet or less.
 2. The fabric has been approve by the Construction Manager and the manufacturer recommends its use without the woven wire backing.
 3. Fence posts shall be inclined toward the runoff source at an angle of not more than 20° from vertical.
 4. Fabric shall be attached to the posts in such a manner that purpose intended is satisfied and maintained.

3-02 MAINTENANCE AND REMOVAL

- A. The Contractor shall maintain the silt fence and the fabric shall be removed and replaced when deteriorated to such an extent that it reduces the effectiveness of the silt fence.
- B. Unless otherwise directed, all temporary silt fences shall be removed. Upon removal, the Contractor shall remove and dispose of any excess silt accumulations, dress the area to give a pleasing appearance and vegetate all bare areas in accordance with the contract requirements. The temporary materials will remain the property of the Contractor and may be used at other locations provided the materials are acceptable to the Construction Manager.

PART 4 - MEASUREMENT AND PAYMENT

- A. No separate measurement or payment shall be made for this item. Cost for silt fence shall be included in the bid item for Removal of All Materials which shall be full compensation for completing, maintaining and removal of the silt fence and the removal and disposal of silt accumulations.

TABLE I

GEOTEXTILE FABRICS -- MINIMUM AVERAGE ROLL VALUE

Physical Properties	Type Designation							Test Method
	I	II	III	IV	V	VI	VII	
Tensile Strength, lbs. Weaker principle direction	50	90	90	90	200	280	450	ASTM D 4632 (CRE) (See note 1)
Elongation at required strength, percent.	-	50(max)	20	50	-	-	-	ASTM D 4632 (CRE) (See note 1)
Bursting Strength, psi	100	180	140	-	300	450	700	ASTM D 3786, Diaphragm Bursting Tester.
Puncture Strength, psi	-	-	35	-	80	110	180	ASTM D 3787, Tension Testing Machine with Ring Clamp; Steel Ball replaced with a 5/16 inch hemispherical tip.
Trapezoidal Tear, lbs	-	-	35	-	65	100	150	ASTM D 4533 (CRE) (See note 1)
Retained Strength when wet, percent	100	100	100	-	100	100	100	ASTM D 4632 (CRE) AND ASTM 3786 AND 3787, as above. (See note 1)
Thickness, mils.	-	-	-	40	-	-	-	ASTM D 1777
Weight, oz./sq. yd.	-	-	-	4-9	-	-	-	ASTM D 3766, Option A or B
Asphalt Retention, oz./ sq. ft.	-	-	-	3.0	-	-	-	Miss. Test Method MT 64
Maximum Change in Area, percent.	-	-	-	15	-	-	-	Miss. Test Method MT 64
Permeability, cm./sec.)See note 2)	-	-	.01	-	.01	.01	.01	AASHTO M 288 (Appendix)
Flow Rate, gal./min/sq. ft. (See note 2)	-	-	30	-	30	30	30	AASHTO M 288 (Appendix)
Equivalent Opening Size (EOS) (See notes 2 & 3) Woven Fabric	20-100 20+	20-100 20+	40-100 40+	-	70-100 70+	70-100 70+	70-100 70+	Miss. Test Method MT 60
Non Woven Fabric								
Tensile Strength after Ultraviolet exposure, lbs.	40	80	-	-	-	-	-	ASTM D 4632 (CRE) after 500 hours exposure on xenon arc weatherometer as detailed in ASTM G 26 (See note 1)

Note 1: A test result shall be the average of the test values of five specimens.

Note 2: Unless designated otherwise in the plans of contract documents.

Note 3: The EOS test for nonwoven fabric may be waived by the Construction Manager.

Note 4: All of the above strength tests except "retained strength" are to be conducted in a dry condition.

END OF SECTION

02547-4

SECTION 02548

TEMPORARY EROSION CHECKS

PART 1 - GENERAL

1-01 DESCRIPTION

- A. This work consists of furnishing, constructing and maintaining wattles for the retention of soil along the toe of fill slopes, around inlets, swale areas, small ditches, sediment basins and other areas as directed by the Construction Manager in accordance with the requirements shown on the plans and these specifications. Also, the work includes removing and disposing of the erosion checks and silt accumulations as directed by the Construction Manager.
- B. Measurement and payment for temporary erosion checks will be made only when ordered and a pay item is included in proposal. The quantity is estimated for proposal purposes only and will be dependent upon actual conditions which occur during construction of the project.

PART 2 - MATERIALS

2-01 VEGETATIVE MATERIALS FOR MULCH

- A. Wattles used around inlets shall have a minimum diameter of twelve inches (12") and a length adequate to meet field conditions. Wattles used at other locations shall have a minimum diameter of twenty inches (20") and a length adequate to meet field conditions. The stakes used in securing the wattles in place shall be placed approximately three feet (3') apart throughout the length of the wattle. Stakes shall be wooden and of adequate size to stabilize the wattles to the satisfaction of the Engineer.

PART 3 - EXECUTION

3-01 GENERAL

- A. The erosion checks shall be constructed at the locations and according to the requirements shown on the plans or as directed by the Construction Manager. Erosion checks required along the toe of fill slopes shall be constructed prior to grading operations at the site. For other locations, the erosion checks shall be constructed when directed by the Construction Manager.

3-02 MAINTENANCE AND REMOVAL

- A. The Contractor shall maintain the erosion checks and remove and dispose of silt accumulations as directed by the Construction Manager.
- B. When the erosion checks are no longer needed, they shall be removed and the Contractor shall dispose of the silt accumulations and treat the disturbed areas in accordance with the contract requirements.

PART 4 - MEASUREMENT AND PAYMENT

- A. Cost for erosion checks shall be included in the bid item for Removal of All Materials which shall be full compensation for completing, maintaining and removal of the erosion checks and the removal and disposal of silt accumulations.

TRAFFIC CONTROL NOTES

1. IN AREAS WHERE THE WORK ZONE INCLUDES UNDERCUTTING ADJACENT TO THE EDGE OF PAVEMENT THE CONTRACTOR SHALL UTILIZE STANDARD TRAFFIC DRUMS OR CONCRETE BARRIERS IN ACCORDANCE WITH MDOT STANDARD TCP-SC AND THE LATEST EDITION OF THE MUTCD.
2. ALL SIGNS SHALL HAVE DG3 SHEETING, AND CONFORM TO THE LATEST EDITION OF THE MUTCD.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ASSURING THAT ALL CONSTRUCTION WORK ZONES ARE IN COMPLIANCE WITH THE LATEST EDITION OF THE MUTCD.
4. IN ADDITION TO THE SIGNAGE SHOWN, THE CONTRACTOR SHALL USE ALL NECESSARY DEVICES FOR UTILIZING STANDARD CONSTRUCTION WORK ZONES.
5. ALL CHANNELIZING DEVICES SHALL BE REFLECTORIZED AND CONFORM TO THE LATEST EDITION OF THE MUTCD. SPACING FOR CHANNELIZATION DEVICES SHALL BE 10' o.c. IN TAPERS AND 30' o.c. LONGITUDINALLY ALONG WORK AREA.
6. CONTRACTOR SHALL USE A FLAGMAN DURING OPERATIONS THAT REQUIRE LANE CLOSURE OR ENCRoACH THE ESTABLISHED TRAVEL WAY.
7. CONTRACTOR SHALL FOLLOW ALL GUIDELINES SET FORTH BY MDOT AND MUTCD TO INSURE PROPPER TRAFFIC FLOW AND SAFETY TO ALL PARTIES INVOLVED.
8. CONTRACTOR SHALL PROVIDE ACCESS TO ALL ROADWAYS, DRIVEWAYS, AND BUSINESS ENTRANCES THROUGHOUT CONSTRUCTION, UNLESS NOTED OTHERWISE.
9. TEMPORARY STRIPING SHALL BE USED WHERE NECESSARY TO AVOID DRIVER CONFUSION, AND PROVIDE SAFETY THROUGHOUT THE WORK ZONES.
10. CONTRACTOR SHALL REMOVE ALL CONSTRUCTION STRIPING AND SIGNAGE UPON COMPLETION OF THE PROJECT.
11. CONTRACTOR SHALL CONSTRUCT THIS SITE UNDER TRAFFIC. CLOSURE OF ONE LANE SHALL BE PERMITTED ON SCHOOL STREET ONLY DURING OFF PEAK HOURS (9:00 A.M. - 4:00 P.M.), AS IT CONFORMS TO MDOT STANDARD DRAWINGS.
12. STRAW WATTLES SHALL BE UTILIZED IN AREAS OF CONCENTRATED FLOW AND TO PREVENT SILTATION OF EXISTING AND NEW DRAINAGE STRUCTURES.
13. CONTRACTOR SHALL REMOVE ALL EROSION CONTROL MEASURES UPON COMPLETION OF CONSTRUCTION AND STABILIZATION OF THE SITE.

ABANDONED CONCRETE BATCH PLANT

BUILDING SLAB

ABANDONED PRESTRESSED CONCRETE BEAM POURING AND TENSIONING AREA

BUILDING SLABS

AGGREGATE BINS AND TANK FOUNDATIONS

MOON STREET

PROJECT LIMITS

MADISON AVE.

**CONCRETE BEAM STORAGE AREA
I/W CRANE RAILS & BEAM SUPPORTS**

SCHOOL STREET

HIGHWAY 51

1. IN AREAS WHERE THE WORK ZONE INCLUDES UNDERCUTTING ADJACENT TO THE EDGE OF PAVEMENT THE CONTRACTOR SHALL UTILIZE STANDARD TRAFFIC DRUMS OR CONCRETE BARRIERS IN ACCORDANCE WITH MDOT STANDARD TCP-SC AND THE LATEST EDITION OF THE MUTCD.
2. ALL SIGNS SHALL HAVE DG3 SHEETING, AND CONFORM TO THE LATEST EDITION OF THE MUTCD.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ASSURING THAT ALL CONSTRUCTION WORK ZONES ARE IN COMPLIANCE WITH THE LATEST EDITION OF THE MUTCD.
4. IN ADDITION TO THE SIGNAGE SHOWN, THE CONTRACTOR SHALL USE ALL NECESSARY DEVICES FOR UTILIZING STANDARD CONSTRUCTION WORK ZONES.
5. ALL CHANNELIZING DEVICES SHALL BE REFLECTORIZED AND CONFORM TO THE LATEST EDITION OF THE MUTCD. SPACING FOR CHANNELIZATION DEVICES SHALL BE 10' o.c. IN TAPERS AND 30' o.c. LONGITUDINALLY ALONG WORK AREA.
6. CONTRACTOR SHALL USE A FLAGMAN DURING OPERATIONS THAT REQUIRE LANE CLOSURE OR ENCRoACH THE ESTABLISHED TRAVEL WAY.
7. CONTRACTOR SHALL FOLLOW ALL GUIDELINES SET FORTH BY MDOT AND MUTCD TO INSURE PROPPER TRAFFIC FLOW AND SAFETY TO ALL PARTIES INVOLVED.
8. CONTRACTOR SHALL PROVIDE ACCESS TO ALL ROADWAYS, DRIVEWAYS, AND BUSINESS ENTRANCES THROUGHOUT CONSTRUCTION, UNLESS NOTED OTHERWISE.
9. TEMPORARY STRIPING SHALL BE USED WHERE NECESSARY TO AVOID DRIVER CONFUSION, AND PROVIDE SAFETY THROUGHOUT THE WORK ZONES.
10. CONTRACTOR SHALL REMOVE ALL CONSTRUCTION STRIPING AND SIGNAGE UPON COMPLETION OF THE PROJECT.
11. CONTRACTOR SHALL CONSTRUCT THIS SITE UNDER TRAFFIC. CLOSURE OF ONE LANE SHALL BE PERMITTED ON SCHOOL STREET ONLY DURING OFF PEAK HOURS (9:00 A.M. - 4:00 P.M.), AS IT CONFORMS TO MDOT STANDARD DRAWINGS.
12. STRAW WATTLES SHALL BE UTILIZED IN AREAS OF CONCENTRATED FLOW AND TO PREVENT SILTATION OF EXISTING AND NEW DRAINAGE STRUCTURES.
13. CONTRACTOR SHALL REMOVE ALL EROSION CONTROL MEASURES UPON COMPLETION OF CONSTRUCTION AND STABILIZATION OF THE SITE.

CONCRETE BEAM STORAGE AREA
IW/ CRANE RAILS & BEAM SUPPORTS

ABANDONED CONCRETE BATCH PLANT

BUILDING SLABS

PROJECT LIMITS

BUILDING SLAB

ABANDONED PRESTRESSED CONCRETE
BEAM POURING AND TENSIONING AREA

MOON STREET

MADISON AVE

SCHOOL STREET

HIGHWAY 51

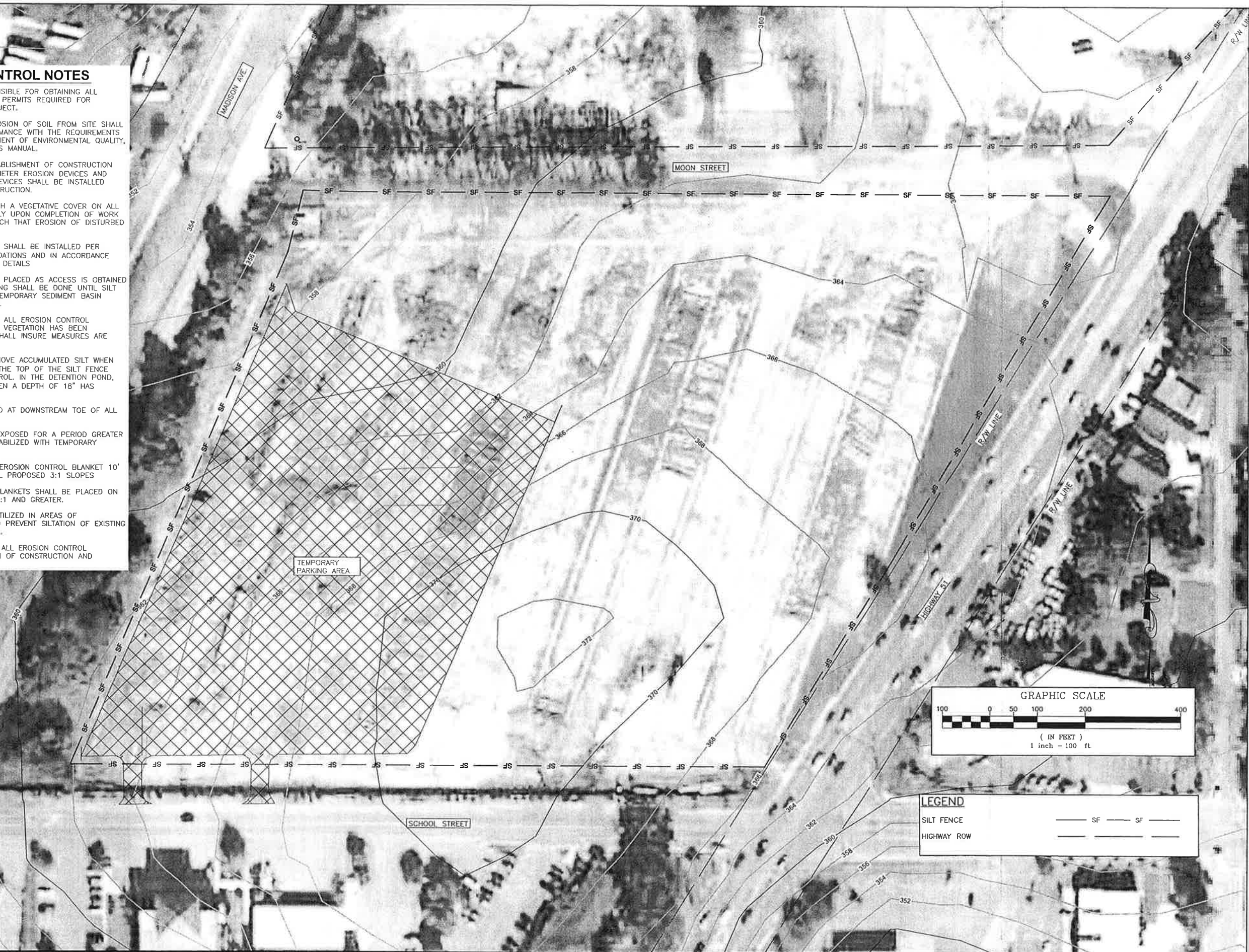
[illegible]

DRAWN BY:	VP	SCALE:	NTS
DESIGNED BY:	VP	DATE:	SEPTEMBER, 1963
CHECKED BY:	BN	PROJECT:	CON
DRAWING TITLE:			

SITE MAP

C0.1

1. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL FEDERAL, STATE, AND LOCAL PERMITS REQUIRED FOR CONSTRUCTION OF THIS PROJECT.
2. PROVISIONS TO PREVENT EROSION OF SOIL FROM SITE SHALL BE, AT MINIMUM, IN CONFORMANCE WITH THE REQUIREMENTS OF THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY, BEST MANAGEMENT PRACTICES MANUAL.
3. IMMEDIATELY AFTER THE ESTABLISHMENT OF CONSTRUCTION ENTRANCES/EXITS, ALL PERIMETER EROSION DEVICES AND STORMWATER MANAGEMENT DEVICES SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION.
4. CONTRACTOR SHALL ESTABLISH A VEGETATIVE COVER ON ALL DISTURBED AREAS IMMEDIATELY UPON COMPLETION OF WORK IN THE ASSOCIATED AREA SUCH THAT EROSION OF DISTURBED SURFACES IS MINIMIZED.
5. EROSION CONTROL BLANKETS SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS AND IN ACCORDANCE WITH THE EROSION CONTROL DETAILS
6. ALL SILT BARRIERS MUST BE PLACED AS ACCESS IS OBTAINED DURING CLEARING. NO GRADING SHALL BE DONE UNTIL SILT BARRIER INSTALLATION AND TEMPORARY SEDIMENT BASIN FACILITIES ARE CONSTRUCTED.
7. CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES UNTIL PERMANENT VEGETATION HAS BEEN ESTABLISHED. CONTRACTOR SHALL INSURE MEASURES ARE FUNCTIONING PROPERLY.
8. THE CONTRACTOR SHALL REMOVE ACCUMULATED SILT WHEN THE SILT IS WITHIN 12" OF THE TOP OF THE SILT FENCE UTILIZED FOR EROSION CONTROL. IN THE DETENTION POND, SILT SHALL BE REMOVED WHEN A DEPTH OF 18" HAS ACCUMULATED AT THE WEIR.
9. SILT BARRIERS TO BE PLACED AT DOWNSTREAM TOE OF ALL CUT AND FILL SLOPES.
10. ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 30 DAYS SHALL BE STABILIZED WITH TEMPORARY SEEDING.
11. CONTRACTOR SHALL EXTEND EROSION CONTROL BLANKET 10' MIN BEYOND THE TOE OF ALL PROPOSED 3:1 SLOPES
12. TYPE A EROSION CONTROL BLANKETS SHALL BE PLACED ON ALL CUT AND FILL SLOPES 3:1 AND GREATER.
13. STRAW WATTLES SHALL BE UTILIZED IN AREAS OF CONCENTRATED FLOW AND TO PREVENT SILTATION OF EXISTING AND NEW DRAIN STRUCTURES.
14. CONTRACTOR SHALL REMOVE ALL EROSION CONTROL MEASURES UPON COMPLETION OF CONSTRUCTION AND STABILIZATION OF THE SITE.



WAGGONER

Perspective. Passion. Innovation.

Jackson, MS • Hernando, MS • Gulfport, MS
Ruston, LA • New Orleans, LA

www.waggonereng.com
1-800-661-3733

ER SITE DEVELOPMENT - PHASE 1
CITY OF RIDGELAND
JUNE 2012
WEI# C012-039
CDBG# B-10-SP-MS-0138

[illegible]

DRAWN BY:	WP	SCALE:	1:100
DESIGNED BY:	WP	DATE:	SEPTEMBER 2012
CHECKED BY:	BN	PROJECT:	C017-030

DRAWING TITLE:

**SOUTH SITE
LAYOUT &
EROSION
CONTROL PLAN**

SHEET NUMBER:

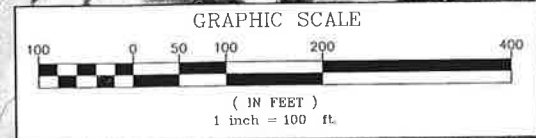
C0.2

CITY CENTER SITE DEVELOPMENT - PHASE 1

CITY OF RIDGELAND

JUNE 2012
WEI# C012-039

CDBG# B-10-SP-MS-0138

[illegible]

LEGEND

SILT FENCE

HIGHWAY ROW

MATERIAL STOCKPILE AREA

SF SF



DRAWN BY:	WP	SCALE:	1:100
DESIGNED BY:	WP	DATE:	SEPTEMBER, 2011
CHECKED BY:	BN	PROJECT:	CH2-036

NORTH SITE LAYOUT & EROSION CONTROL PLAN

IN THE COURT OF THE COMMON PLEAS OF THE COUNTY OF ALBANY

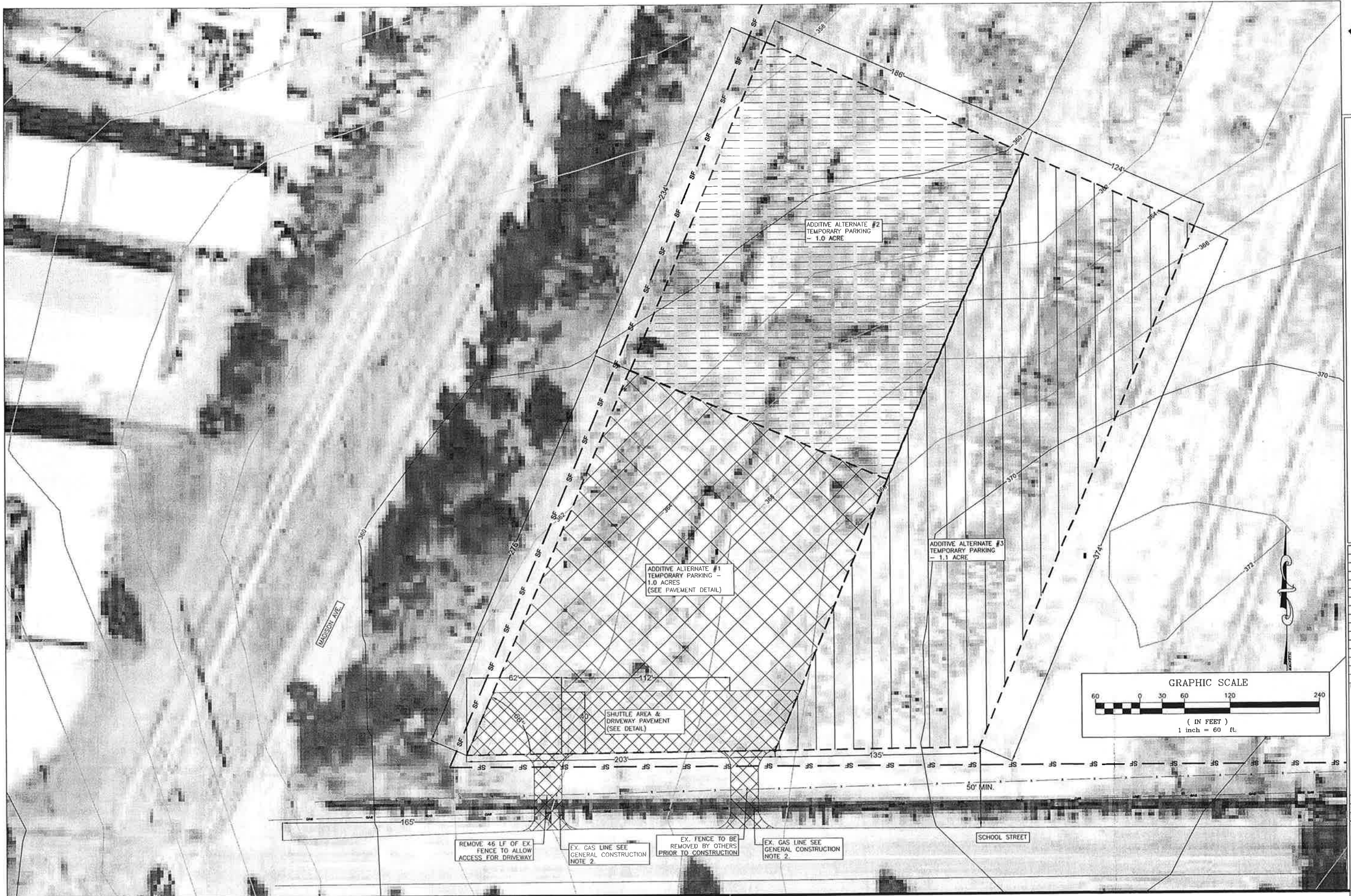
C0.3

[illegible]

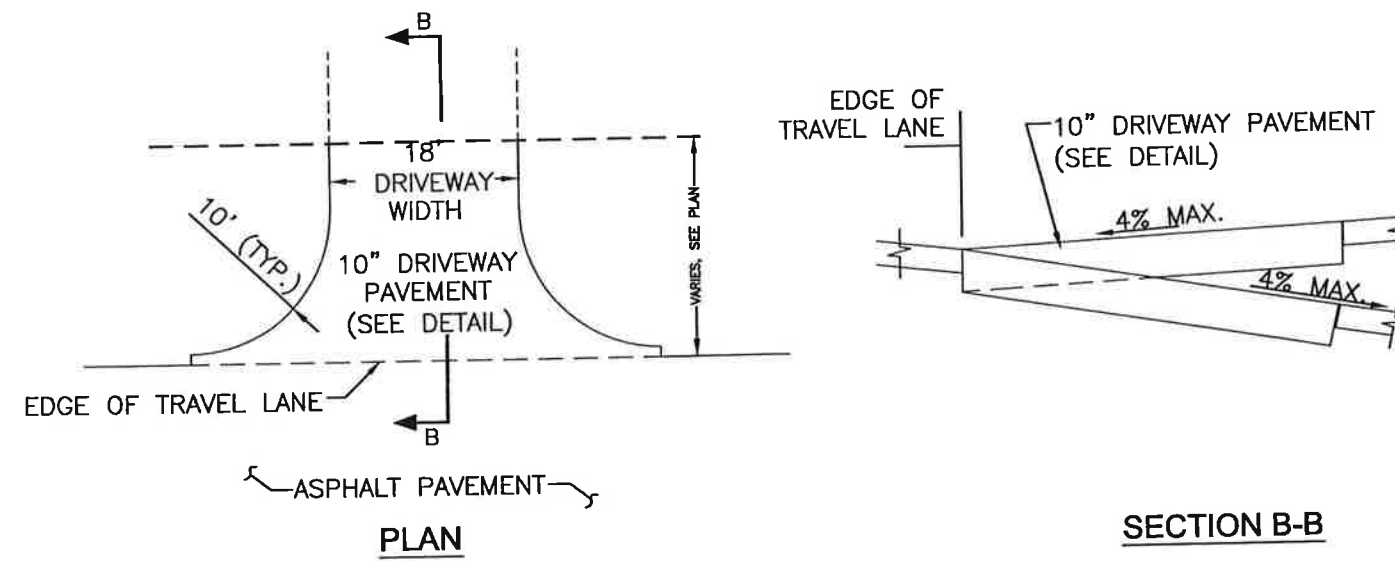
DRAWN BY:	WP	SCALE:	1/60
DESIGNED BY:	WP	DATE:	SEPTEMBER, 2011
CHECKED BY:	BN	PROJECT:	CG12-099
DRAWING TITLE:			

TEMPORARY PARKING LAYOUT

C1.1

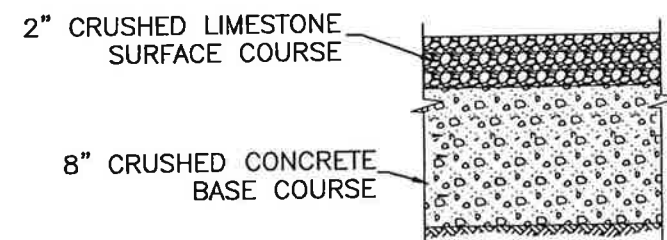


HORIZONTAL SCALE: 1" = 60'



STANDARD DRIVEWAY DETAIL

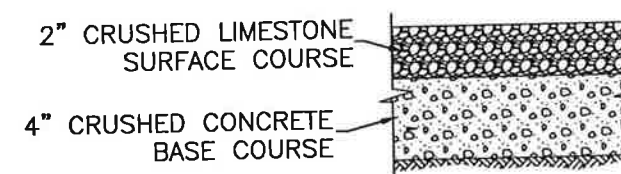
SCALE:N.T.S.



SHUTTLE AREA & DRIVEWAY PAVEMENT SECTION

SCALE: N.T.S.

NOTE: SUBGRADE SHALL BE PROOF ROLLED WITH A LOADED DUMP TRUCK. ALL UNSTABLE AREAS SHALL BE UNDERCUT AND BACKFILLED TO ACHIEVE STABILITY.



TEMPORARY PARKING PAVEMENT SECTION

SCALE: N.T.S.

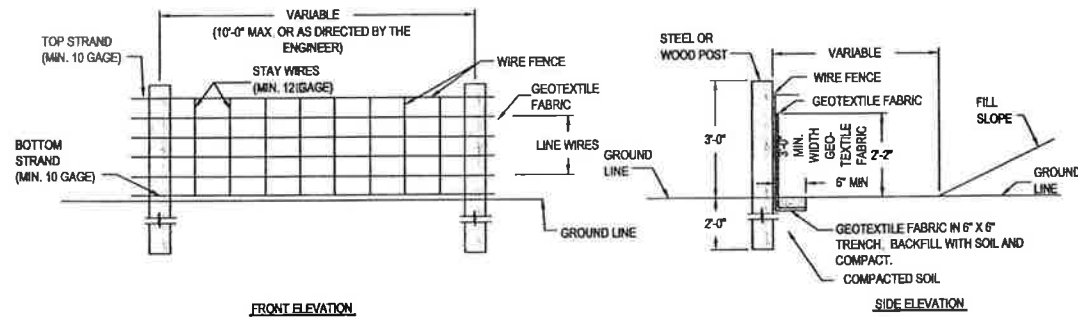
NOTE: SUBGRADE SHALL BE PROOF ROLLED WITH A LOADED DUMP TRUCK. ALL UNSTABLE AREAS SHALL BE UNDERCUT AND BACKFILLED TO ACHIEVE STABILITY.

[illegible]

DRAWN BY:	WP	SCALE:	NTS
DESIGNED BY:	WP	DATE:	SEPTEMBER, 2011
CHECKED BY:	BN	PROJECT:	C012-001
DRAWING TITLE:			

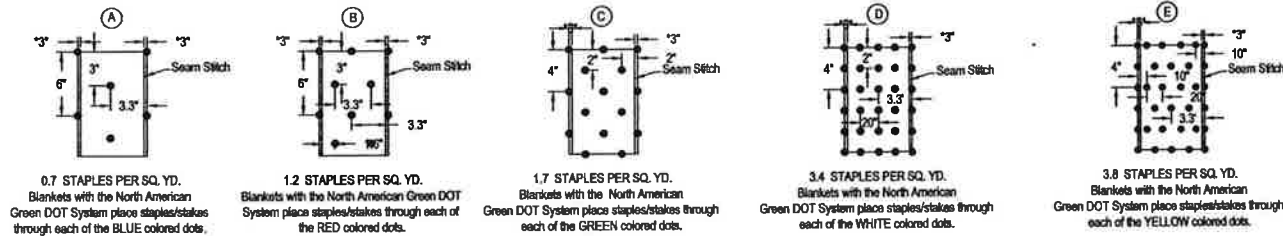
DETAILS

C2.1

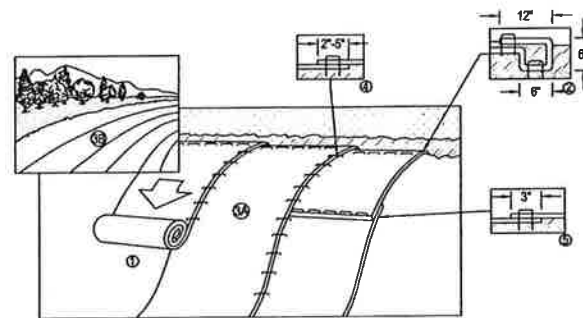


- NOTES:
- | | |
|--|--|
| <p>1. WIRE SHALL BE MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.</p> <p>2. GEOTEXTILE FABRIC SHALL BE A MINIMUM OF 36" IN WIDTH AND SHALL BE FASTENED ADEQUATELY TO THE WIRE AS DIRECTED BY THE ENGINEER.</p> | <p>3. STEEL POST SHALL BE 5'-0" IN HEIGHT AND OF THE SELF-FASTENER ANGLE STEEL TYPE. WOOD POST SHALL BE A MINIMUM OF 5'-0" IN HEIGHT AND 3" OR MORE IN DIAMETER. WIRE FENCE SHALL BE FASTENED TO WOODEN POST WITH NOT LESS THAN 9 GAGE WIRE STAPLES 1" LONG.</p> <p>4. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATIONS MAY BE USED WITHOUT WIRE FENCE.</p> |
|--|--|

SILT FENCE DETAILS
SCALE: N.T.S.

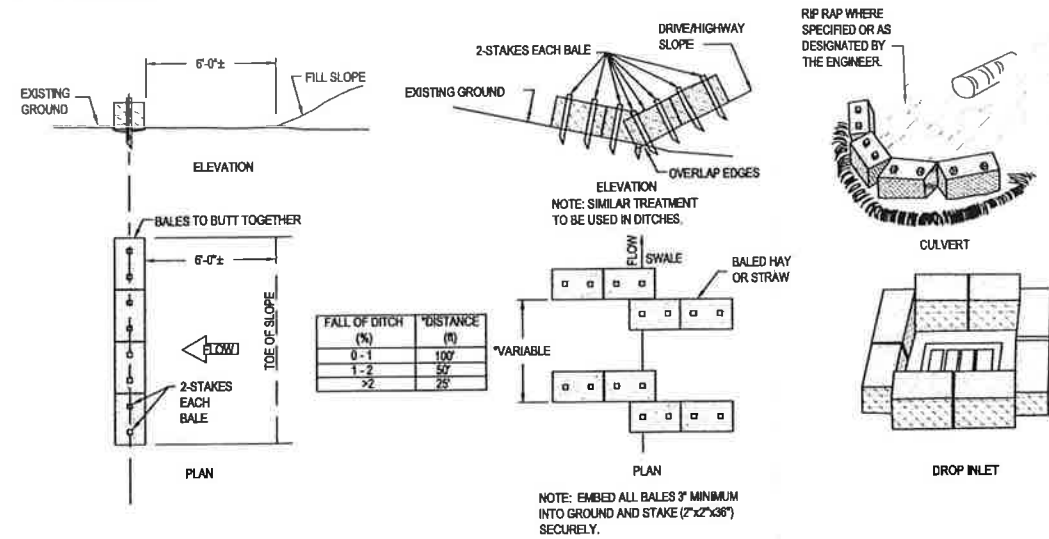


DRAINAGE BLANKET STAPLE PATTERN TYPES
SCALE: N.T.S.

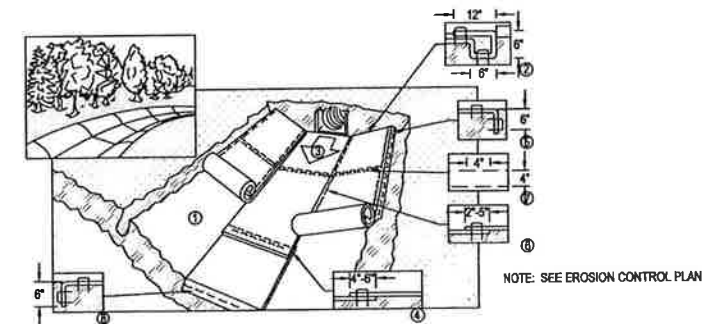


1. PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER, AND SEED. NOTE: WHEN USING CELL-O-SEED DO NOT SEED PREPARED AREA. CELL-O-SEED MUST BE INSTALLED WITH PAPER SIDE DOWN.
2. BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE BLANKET IN A 6" (15cm) DEEP X 6" (15cm) WIDE TRENCH WITH APPROXIMATELY 12" (30cm) OF BLANKET EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE BLANKET WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" (30cm) APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" (30cm) PORTION OF BLANKET BACK OVER SEED AND COMPACTED SOIL. SECURE BLANKET OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" (30cm) APART ACROSS THE WIDTH OF THE BLANKET.
3. ROLL THE BLANKETS (A) DOWN OR (B) HORIZONTALLY ACROSS THE SLOPE. BLANKETS WILL UNROLL WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL BLANKETS MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS SHOWN IN THE STAPLE PATTERN GUIDE. WHEN USING OPTIONAL DOT SYSTEM, STAPLES/STAKES SHOULD BE PLACED THROUGH EACH OF THE COLORED DOTS CORRESPONDING TO THE APPROPRIATE STAPLE PATTERN.
4. THE EDGES OF PARALLEL BLANKETS MUST BE STAPLED WITH APPROXIMATELY 2'-6" (5cm-12.5cm) OVERLAP DEPENDING ON BLANKET TYPE. TO ENSURE PROPER SEAM ALIGNMENT, PLACE THE EDGE OF THE OVERLAPPING BLANKET (BLANKET BEING INSTALLED ON TOP) EVEN WITH THE COLORED SEAM STITCH ON THE PREVIOUSLY INSTALLED BLANKET.
5. CONSECUTIVE BLANKETS SPLICED DOWN THE SLOPE MUST BE PLACED END OVER END (SHINGLE STYLE) WITH AN APPROXIMATE 3' (7.5cm) OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" (30cm) APART ACROSS ENTIRE BLANKET WIDTH.
- NOTE:
- "IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 6" (15cm) MAY BE NECESSARY TO PROPERLY SECURE THE BLANKETS.

DRAINAGE BLANKET "SLOPE" INSTALLATION
SCALE: N.T.S.



EROSION/SEDIMENTATION CONTROL DETAILS
SCALE: N.T.S.



- | | | |
|--|--|---|
| <p>1. PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING ANY NECESSARY APPLICATION OF LIMES, FERTILIZER, AND SEED. NOTE: WHEN USING CELL-O-SEED DO NOT SEED PREPARED AREA. CELL-O-SEED MUST BE INSTALLED WITH PAPER SIDE DOWN.</p> <p>2. BEGIN AT THE TOP OF THE CHANNEL BY ANCHORING THE BLANKET IN A 6" (15cm) DEEP x 6" (15cm) WIDE TRENCH WITH APPROXIMATELY 12" (30cm) OF BLANKET EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE BLANKET WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" (30cm) APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" (30cm) PORTION OF BLANKET BACK OVER SEED AND COMPACTED SOIL. SECURE BLANKET OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" (30cm) APART ACROSS THE WIDTH OF THE BLANKET.</p> <p>3. ROLL CENTER BLANKET IN DIRECTION OF WATER FLOW IN BOTTOM OF CHANNEL. BLANKETS WILL UNROLL WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL BLANKETS MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS SHOWN IN THE STAPLE PATTERN GUIDE. WHEN USING OPTIONAL DOT SYSTEM, STAPLES/STAKES SHOULD BE PLACED THROUGH EACH OF THE COLORED DOTS CORRESPONDING TO THE APPROPRIATE STAPLE PATTERN.</p> <p>4. PLACE CONSECUTIVE BLANKETS END OVER END (SHINGLE STYLE) WITH A 4"-5" (10cm-15cm) OVERLAP. USE A DOUBLE ROW OF STAPLES STAGGERED 4" (10cm) APART AND 4" (10cm) ON CENTER TO SECURE BLANKETS.</p> | <p>5. FULL LENGTH EDGE OF BLANKETS AT TOP OF SIDE SLOPES MUST BE ANCHORED WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" (30cm) APART IN A 6" (15cm) DEEP x 6" (15cm) WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.</p> <p>6. ADJACENT BLANKETS MUST BE OVERLAPPED APPROXIMATELY 2"-5" (5cm-12.5cm) (DEPENDING ON BLANKET TYPE) AND STAPLED. TO ENSURE PROPER SEAM ALIGNMENT, PLACE THE EDGE OF THE OVERLAPPING BLANKET (BLANKET BEING INSTALLED ON TOP) EVEN WITH THE COLORED SEAM STITCH ON THE BLANKET BEING OVERLAPPED.</p> <p>7. IN CHANNEL APPLICATIONS, A STAPLE CHECK SLOT IS RECOMMENDED AT 30 TO 40 FOOT (9m-12m) INTERVALS. USE A DOUBLE ROW OF STAPLES STAGGERED 4" (10cm) APART AND 4" (10cm) ON CENTER OVER ENTIRE WIDTH OF THE CHANNEL.</p> <p>8. THE TERMINAL END OF THE BLANKETS MUST BE ANCHORED WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" (30cm) APART IN A 6" (15cm) DEEP x 6" (15cm) WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.</p> | <p>CRITICAL POINTS:
SEAM</p> <p>NOTE:
HORIZONTAL STAPLE SPACING SHOULD BE</p> |
|--|--|---|

CRITICAL POINTS:
A. OVERLAPS AND
PROJECTED WATER
CHANNEL BOTTOM
VERTICES

NOTE:
* HORIZONTAL STAPLE SPACING SHOULD BE
ALTERED IF NECESSARY TO ALLOW STAPLES TO
SECURE THE CRITICAL POINTS ALONG THE
CHANNEL SURFACE.

** IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 6" (15 cm) MAY BE NECESSARY TO PROPERLY ANCHOR THE BLANKETS.

DRAINAGE BLANKET "CHANNEL" INSTALLATION
SCALE: N.T.S.

HORIZONTAL SCALE: NTS

CITY CENTER SITE DEVELOPMENT - PHASE 1
CITY OF RIDGELAND
JUNE 2012
WEI# C012-039
CDBG# B-10-SP-MS-0138

[illegible]

SEN.

DRAWN BY:	WP	SCALE:	NTS
DESIGNED BY:	WP	DATE:	SEPTEMBER, 2012
CHECKED BY:	OH	PROJECT:	CH22-03N

EROSION CONTROL DETAILS

C2.2

Opinion of Probable Cost

City of Ridgeland, Mississippi
City Center Site Development- Phase I
WEI No. C012-039

BASE BID

ITEM NO	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization - Demobilization	LS	1.0	\$6,400.00	\$6,400.00
2	Removal of All Materials	LS	1.0	\$42,000.00	\$42,000.00
TOTAL BASE BID					\$48,400.00

ADDITIVE ALTERNATIVE NUMBER 1

ITEM NO	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Temporary Parking Lot, Shuttle Area and Driveways	Acre	1.0	\$35,000.00	\$35,000.00
TOTAL ADDITIVE ALTERNATIVE NUMBER 1					\$35,000.00

ADDITIVE ALTERNATIVE NUMBER 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Temporary Parking Lot	Acre	1.0	\$35,000.00	\$35,000.00
TOTAL ADDITIVE ALTERNATIVE NUMBER 2					\$35,000.00

ADDITIVE ALTERNATIVE NUMBER 3

ITEM NO	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Temporary Parking Lot	Acre	1.1	\$35,000.00	\$38,500.00
TOTAL ADDITIVE ALTERNATIVE NUMBER 3					\$38,500.00

TOTAL BASE BID + ADDITIVE ALTERNATIVE NUMBER 1

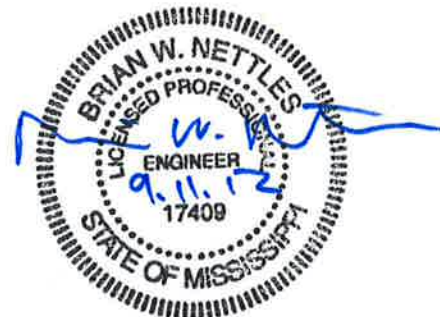
\$83,400.00

TOTAL BASE BID + ADDITIVE ALTERNATIVE NUMBER 1 AND 2

\$118,400.00

TOTAL BASE BID + ADDITIVE ALTERNATIVE NUMBER 1, 2, AND 3

\$156,900.00



DRAFT

ARCHITECTURAL GUIDELINES FOR MAISON BLEU

Guidelines include, but are not limited to, the following:

1. Plan to be provided with lot. Builder will have choice of plan. Changes can be made by Designers II (Betsy Morrow).
2. All proposed new home construction is subject to review and written approval by the developer as long as the developer owns a lot within the subdivision or has yet to relinquish control of the homeowners' association to the homeowners. Other new construction, additions or modifications shall be subject to review and written approval by the developer. The primary purpose of such review shall be to assist property owners in achieving compliance with the building restrictions. Construction of new structures includes, without limitations, equipment and material, gazebos, arbors associated with landscaping, and other similar construction. Accordingly, no construction shall commence until the plans and specifications have been submitted to and approved in writing by developer and a city building permit obtained for said new construction.
3. All lots shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height above grade, plus basement, if applicable. No mobile homes shall be allowed on any lot in said subdivision.
4. All driveways must be constructed of concrete and all houses must have front concrete walks extending from the entrance of the house to the driveway or the street.
5. At the time of construction of a dwelling on any lot in this subdivision, the then owner will construct a concrete sidewalk 16" from and parallel to the curb, forty-two inches (42") in width and four inches (4") thick, across the front of said lot and street side if a corner lot excepting only the paved driveway. The surface of said sidewalk shall have a broom finish and shall connect evenly with any sidewalk existing of an existing lot or any driveway.

6. All front yards to be sodded and if said lot is a corner lot, the front yard and the side yard facing a street will be sodded from the house to the street. Grass, weeds, and vegetation on each lot bought shall be kept mowed at regular intervals by the owners, so as to maintain the same in a neat and attractive manner. One (1) eight foot (8') Willow Oak must be planted ten feet (10') behind the curb at completion of the construction of the house. If tree is not planted within 90 days after completion of the house, Developer at its own option and discretion may plant tree and backcharge Builder/Owner. Trees, shrubs, and plants which die shall be promptly removed and replaced from such lot. The above restrictions apply to all lots purchased before and after a house is built on the lot. The developer may, at its option and in its discretion, have dead trees removed from the property and mow and remove debris, and the owner of such lot shall be obligated to reimburse that developer for the cost of such work. Should he refuse or neglect to comply with the terms of this paragraph, said cost shall be a lien against said property.
7. No fence, wall or hedge shall be placed on any of the said lots nearer to any street than fifteen (15') feet behind the front corners of the house on said lot. Corner lot fencing, wall or hedges shall not be located any closer to the side street property line than the house setback. No fence, wall or hedge shall be placed on any portion of the lot higher than six (6') feet from the ground. No utility, chain link or similar type of fencing shall be constructed on any lot unless it is inside of and screened from view on all sides by wood fencing. Wood fencing material must be either cypress, redwood, or cedar, unless architectural exception is granted.
8. A lot owner, in building or causing to be built the original dwelling on any lot, shall not substantially duplicate the exterior elevation, including design or architecture, of any other dwelling then existing on the same street within three hundred (300) feet within said subdivision. For the purpose of this paragraph, a dwelling shall be considered in existence from the time excavation for the foundations is begun until said dwelling is removed from the development or is destroyed.
9. Lots along the park must have wrought iron fence. Other fences must be provided by Jefcoat Fence. All fences to be uniform.

10. No dwelling shall be permitted on any lot at a cost, exclusive of lots, of less than Two Hundred Thirty Thousand (\$230,000), based upon cost levels prevailing on the date these covenants are recorded. It being the intention and purposes of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. For a one (1) story house and a one and one half (1.5) story house, exclusive of open porches, garages and storage rooms, the ground floor area will not be less than fifteen hundred (1,500) square feet. For a two (2) story house the ground floor area, exclusive of open porches, garage and storage rooms shall not be less than one thousand (1,000) square feet. It being understood that no house will have less than nineteen hundred (1,900) square feet of livable floor area (heated). No house shall have a roof pitch less than ten/twelve (10/12) toward street.
11. No building, inclusive of garage, shall be located on any residential lot nearer than thirty (30) feet from the front lot line or nearer than five (5) feet to any side lot line on interior lots. No building shall be located on any lot nearer than twenty-five (5) feet from the back property line. No building shall be located on any lot nearer than thirty (30) feet from the side street lot line. Eaves of buildings located within the setback lines provided in this paragraph may extend across said setback lines, but shall not extend across any lot lines.
12. Outbuildings, when detached from the main building, shall be setback of the rear line of the main building on said lot, and shall not be located nearer than five (5) feet to the side or rear lot line. Any outbuilding must be approved in writing by the developer prior to beginning construction and be screened by an approved fence. Also, the sides and roof to match the house. The maximum height of walls not to exceed the fence height and the total height at top of roof not to exceed eight and one-half (8.5) feet from the ground. The only visible part of the building over the six (6) foot fence to be the roof which shall not extend above the fence more than two and one-half (2.5) feet. The floor area of the structure shall not exceed eighty (80) square feet. Any variance from this must be approved in writing by the developer prior to beginning construction. A county building permit must be obtained before commencing construction. No metal or prefabricated buildings are permitted.
13. No satellite dish exceeding twenty-four inches (24") in diameter is allowed. No satellite dish to be installed on front of house. Property owners shall select the least conspicuous site, relative to views primarily from the street, but also from adjoining lots, for mounting any satellite dish as is practical considering such factors which include, but are not limited to, satellite location, terrain and foliage. If the developer determines that a property owner has not selected the least conspicuous site, the property owner shall remove and relocate the satellite dish.

14. No antennas, Citizens Band or otherwise, that require towers or guide wires, or are attached to house including chimney shall be permitted on any lot in said subdivision at any time without prior written approval by the developer.
15. Mailboxes: From "Copper Sculptures" designed for Maison Bleu.
16. Roofing: All roofing shall be Weatherwood. All roofing shall be the same Architectural grade.
17. Front Main Entrance Doors: Shall be either a 6 panel, (4) lite or (6) lite door panel per attached detail and shall be made of cypress, cedar, mahogany, or another wood approved by developer. Doors will have a stained finish. All doors to be eight feet (8') in height. Front door to be approved by Architectural Review.
18. Exterior Window Shutters: Will be made in slat style per attached drawing with hinges so shutters can be operable or fixed and will be stained/painted an earthtone. Shutters will be made out of cypress, cedar, mahogany, or another wood approved by developer. Exterior of all homes should be a minimum of 75% brick. Vinyl siding will not be allowed on any of the exterior surfaces. Front shutters to be hinged working shutters.
19. Exterior to be mainly brick with hardiboard, wood, or stucco. No artificial stucco. Brick may be painted or smeared. Brick selection must be approved along with colors by Architectural Review. Front or side porches needing a metal roof may use tarnished copper colored metal.
20. Every house must have a front courtyard using a combination of brick, stone, or wrought iron. Gates must be wrought iron.
21. A true copper Gas Light at the front door or in courtyard must be used.
22. All windows must be vinyl clad. Options are 1/1, 2/2, or 4/4 grid patterns.
23. Garage ceilings may be dropped to nine feet (9'). Two (2) carriage style garage doors required on front & side entry garages.
24. Granite or higher end countertops required.
25. No fiberglass showers allowed.
26. All stacks need to be on the side or back – painted the color of the roof.
27. A/C Units must be screened and not visible from the street.
28. Stained floors may only be used on patio/outside areas, or as approved by Architectural Review.

- 29. Interior floors to be wood, brick, tile, carpet or upgrades of these options as approved by Architectural Review.
- 30. Exterior colors to be approved by Architectural Review.
- 31. Minimum of ten foot (10') plate height ground to eave with exception of small shed roof coming off the house.
- 32. Icylene insulation required in all homes.
- 33. Developer must sign off on end of Construction.

See Covenants for more detail on Architectural Review process.

STATE OF MISSISSIPPI
COUNTY OF MADISON

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

FOR

MAISON BLEU

This Declaration of Covenants, Conditions and Restrictions for Maison Bleu ("Declaration") is made on August 28, 2012, by H&R Development, LLC, a Mississippi limited liability company ("Declarant") whose address is _____, and whose phone number is _____.

The Declarant is the owner of certain real property situated in Madison County, Mississippi, and described in Exhibit "A" hereto ("Property"). The Property has been subdivided into various lots shown and depicted as Lots 1 through 82 on a plat thereof, which plat will be filed in the Office of the Chancery Clerk of Madison County, Mississippi. The Declarant desires to create and to develop a residential community on the Property which shall have designated common areas ("Common Area") for the benefit of the residential community. The Declarant desires to provide for the preservation of the values and amenities and the enhancement of the charm and beauty of the residential community, and for the designation, administration and maintenance of the Common Area. The Declarant desires to subject all of the Property including any and all improvements constructed or to be constructed on the Property, to the covenants, conditions, restrictions, uses, limitations, obligations, easements, servitudes, charges, assessments and liens set forth in this Declaration which individually and collectively are for the benefit of the Property, each Owner, and Declarant.

Declarant shall create and organize Maison Bleu Homeowners Association, Inc. ("Association"), and shall delegate and assign certain powers and duties created by and in this Declaration to the Association (1) for the administration and maintenance of the Common Areas, (2) for administration and enforcement of the provisions of the Declaration, and (3) for the determination, collection and disbursement of charges and assessments hereinafter specified. Where used herein, "Articles" or "Articles of Incorporation" and "Bylaws" shall mean the Articles of Incorporation and the Bylaws of the Association.

Now, therefore, the Declarant declares that the Property is and shall be owned, leased, held, transferred, assigned, sold, conveyed, rented, used, occupied, hypothecated, encumbered, and improved subject to the provisions of this Declaration which (i) are agreed and declared to be beneficial for and in aid of the development of the residential community and the improvement of the Property, (ii) shall be deemed to run with and bind the Property, and (iii) shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and each Person who

has or acquires any interest in any portion of the Property or the improvements on the Property, including the Association, any Owner and any Person who holds such interest solely as security for the performance of an obligation or the payment of a debt.

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. For all purposes of this Declaration, the following words and terms shall have the meanings assigned in this Section 1.01 unless otherwise specified or the context requires a different construction.

"Additional Property" shall mean any real property which from time to time the Declarant may add to the Property as permitted by Section 2.03.

"Articles" shall mean The Articles of Incorporation of the Association, as amended from time to time.

"Assessment" shall mean the share allocated to a Lot of the Association's (i) Annual Assessments under Section 5.02, (ii) Special Assessments under Section 5.03, and (iii) expenses, costs, charges and other amounts incurred with respect to either such Lot or the satisfaction, discharge or compliance with any obligations or duties of the Owners of such Lot as specified in this Declaration.

"Association" shall mean the Maison Bleu Homeowners Association, Inc., a Mississippi nonprofit corporation, and its successors and assigns.

"Board of Directors" shall mean the Board of Directors of the Association.

"Builder" shall mean any Person who is in the business of constructing a Dwelling on a Lot for resale and not personal use.

"Bylaws" shall mean the bylaws of the Association as amended from time to time.

"Common Area" shall mean all real property shown and designated on the Plat as a Common Area which is owned or otherwise made available to the Association for the common use, benefit and enjoyment of the Members, including but not limited to, all retention/detention ponds located thereon. The Common Area shall be all of the Property except (i) all platted and numbered Lots as shown and designated on a Plat, (ii) any portion of the Property shown and designated on a Plat as reserved or designated for future development as a part of or an addition to the residential community, (iii) the Streets, and (iv) easements as shown and designated on a Plat for utilities and all water and sewer lines located in such easements or within the Streets.

"Declarant" shall mean H&R Development, LLC, a Mississippi limited liability company, and its successors and assigns. The designation of any successor to or assignee of the Declarant may be made by a written instrument making such designation or assignment and filed of record in the Land Records of Madison County, Mississippi.

"Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Maison Bleu Part One, as amended or supplemented from time to time.

"Dwelling" shall mean any building or portion of a building located on the Property which is designed and intended for use and occupancy as a residence by a single individual or by a family, including a detached house, a town house or a garden house.

"First Mortgage" shall mean a mortgage, deed of trust or similar encumbrance creating a lien or encumbrance against a Lot which has priority over all other mortgages, deeds of trusts or similar encumbrances creating liens or encumbrances against such Lot.

"Invitees" shall mean an Owner's guests, patrons, employees or other guests or invitees.

"Lot" shall mean each subdivided parcel, plot or tract of land constituting a portion of the Property which is shown and designated as a numbered lot on the Plat and is intended to be improved with a Dwelling, but does not include the Common Area.

"Management Agent" shall mean the Person employed or retained by the Board of Directors for the purpose of conducting and managing the daily operations of the Association.

"Member" shall mean each Person who holds or has any class of membership in the Association as provided by Article III.

"Mortgagee" shall mean any Person who owns, holds or is the beneficiary of a mortgage, deed of trust or similar encumbrance creating a lien or encumbrance against any Lot and the improvements on such Lot.

"Neighborhood" shall mean a particular area of platted lots which are designated as a particular Neighborhood or part thereof by such designation on a plat or in a Supplementary Declaration.

"Owner" shall mean the record holder, whether one or more Persons, of a fee or undivided fee interest in or to a Dwelling constructed on any Lot, excluding a contract seller, a Builder, and those Persons who hold an interest in a Lot merely as security for the performance of an obligation or payment of a debt. Each owner shall be either a Class A Member or a Class B Member of the Association.

"Perimeter" shall mean the outside boundary of the Property as depicted on the Plat.

"Person" shall mean an individual, a corporation, a general or limited partnership, an association, a trust, an estate, a limited liability company, or any other legal entity.

"Plans" shall mean the plans, blueprints, drawings, specifications and samples prepared by or for an Owner or Builder in connection with the development or improvement of a Lot.

"Plat" shall mean the subdivision map or plat of Maison Bleu, or any area therein, which has been or shall be filed for record in the office of the Chancery Clerk of Madison County, Mississippi. The Plat may be amended or supplemented, and includes any additional subdivision map or plat filed for record when and if all or any portion of the Additional Property is annexed to the Property pursuant to Article II.

"Property" shall mean (i) all real property situated in Madison County, Mississippi, which is described in Exhibit A, and (ii) any portion of the Additional Property which is added to the Property by annexation pursuant to Article II.

"Streets" shall mean the streets, roads, parking areas, curbs and sidewalks which have been dedicated to and accepted for maintenance and repair by the City of Ridgeland, Mississippi, or such other governmental authority which may have, obtain or acquire the jurisdiction or obligation for such maintenance and repair. "Streets" shall also mean any street which the Declarant conveys to the Association as a Private Street which is not dedicated to any governmental authority. Notwithstanding the designation of sidewalks as part of the streets, each Owner may be required to construct a sidewalk on his Lot, subject to the specifications established by the Maison Bleu Architectural Review Committee.

"Supplement" or "Supplementary Declaration" shall mean any supplement, amendment, modification, change or restatement of or to this Declaration.

ARTICLE II

PROPERTY SUBJECT TO DECLARATION

Section 2.01. The Property. The real property which is and shall be owned, leased, held, transferred, assigned, sold, conveyed, rented, used, occupied, hypothecated, encumbered, and improved subject to this Declaration is the Property which is described in Exhibit A.

Section 2.02. Common Area. All of the real property which is set aside as, and declared to constitute the Common Area, after such real property is conveyed to the Association by the Declarant, shall be held and owned for the common use, benefit and enjoyment of the Members. The Declarant may at any time convey additional portions of the Property to the Association and declare such portion to be Common Area. The designation of any portion of the Property as a Common Area shall not mean that the public at large acquires any easement of use, benefit and enjoyment in or to the Common Area. The Common Area shall be conveyed to the Association

by the Declarant prior to or concurrent with the sale of the last Lot owned by the Declarant. The Association shall be responsible for maintenance of the Common Area.

Section 2.03. Annexation of Additional Property. The Declarant expressly reserves the option, right and privilege (i) to annex any real property to the Property, and (ii) by or as a result of such annexation to subject the annexed Additional Property to the provisions of this Declaration. The provisions of this Declaration shall not affect or apply to any portion of the Additional Property unless and until such portion of the Additional Property is annexed to the Property pursuant to the provisions of Section 2.07. Such Additional Property may be designated as Maison Bleu Part 2.

Section 2.04. No Obligation to Annex. The Declarant shall not have the obligation, but only the option, right and privilege, to develop or annex property as Additional Property. The Declarant expressly does not represent, warrant or guarantee to any Person that any property will be developed or will be annexed to the Property. By acceptance of a deed conveying any interest in a Lot, each Owner agrees and represents and warrants to the Declarant or other grantor that, in purchasing or otherwise acquiring such interest in the Lot, the Owner has not relied on any proposed, current or future development of any property as Additional Property or annexation of any property as Additional Property to the Property.

Section 2.05. Annexation Procedure. To annex Additional Property to the Property as permitted by Section 2.03, the Declarant shall execute and file for record a Supplement which describes the property being annexed as Additional Property to the Property and a new, amended or revised description of the Property. The option, right and privilege of the Declarant to annex any real property as Additional Property to the Property is subject to the following provisions:

(a) The Declarant may annex any property as Additional Property at different times and in any sequence desired by the Declarant without regard to whether or not the portion of the Additional Property being annexed is contiguous or noncontiguous to the Property.

(b) The Supplement shall extend the provisions and scheme of this Declaration to the Additional Property being annexed. The Supplement may contain such complimentary additions to and modifications of the provisions of this Declaration as the Declarant determines to be appropriate or necessary for the different character or use, if any, of the Additional Property being annexed. Such additions and modifications shall not be generally or substantially inconsistent with the provisions of this Declaration, except as permitted by Section 2.07.

Section 2.06. Effect of Annexation. Upon a Supplement referred to in Section 2.05 being filed for record, the Additional Property described in the Supplement shall be annexed to the Property. Any and all Lots, and the Common Area of or in the annexed Additional Property shall be subject to the provisions and scheme of this Declaration and the jurisdiction, functions, duties, obligations and membership of the Association, including the Articles, the Bylaws and the rules and regulations promulgated or adopted by the Board of Directors.

Section 2.07. Supplementary Declarations. As and when the Declarant begins the construction and marketing of an area within the Property which is to be platted into Lots, the Declarant may file a Plat and a Supplementary Declaration of Covenants, Conditions and Restrictions for such area and the Lots contained therein and described on such Plat. The Supplementary Declaration may contain such additions or modifications to this Declaration as the Declarant determines appropriate for the character and use of such area, including, but not limited to the establishment of set back restrictions; size and style requirements for Dwellings; sidewalk, fence, and mailbox requirements or restrictions; and maintenance and security requirements. No approval of any other party shall be necessary for the Declarant to file any such Supplementary Declaration.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 3.01. Organization of the Association. The Declarant shall organize the Association by filing Articles of Incorporation with the Secretary of State of Mississippi. The Association shall be responsible for the administration and maintenance of the Common Areas and the enforcement of the provisions of this Declaration as they relate to the Association.

Section 3.02. Membership. The Members of the Association shall be and consist of every Person who is, or who hereafter becomes, an Owner of record of the fee title to Dwelling constructed on a Lot in Maison Bleu, and who is included in the definition of an Owner under Article I of this Declaration. When more than one person owns or holds an interest in a Dwelling, all such persons shall be Members, subject to the limitations on voting rights set forth herein.

Section 3.03 Class of Members. The Association shall have two (2) classes of Members:

Class A. The Class A Members of the Association shall be all Members other than persons herein defined as the "Declarant", who are or who hereafter become the Owner of a Lot.

Class B The Class B Members of the Association shall be each of the persons herein defined as the "Declarant". Upon the sale or other disposition of all of the Property, either as Lots, Common Area or for private uses; or upon the Declarant's abandonment of the development of the Property, the Class B Membership shall terminate. The previous sentence shall not apply to, nor shall the Class B Membership terminate upon, the sale, assignment or other disposition of all or part of the property by the Declarant to a person acquiring such Property for resale, if concurrent with such sale, assignment, or disposition the Declarant also assigns its rights as Declarant to the Person acquiring the Property.

Section 3.04. Members' Voting Rights. Except as otherwise specifically provided in the Articles of Incorporation or the Bylaws, the voting rights of the Members shall be as follows:

(a) **Class A Members.** Each Class A Member shall be entitled to one (1) vote for each Lot in which such Member holds the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

(b) **Class B Members.** Each Class B Member shall be entitled to one (1) vote for each Lot in which such Member holds the interest required for membership. If a Class B Member owns any part of the Property which has not been platted as Lots, such Class B Member shall retain one (1) vote for such part of the Property.

Section 3.05 Action by Members. Wherever any provision of the Declaration or Bylaws requires a vote of a specified percentage of the voting power of each class of Members, such provision shall require a separate vote by the specified percentage of the voting power of the Class A Members and by the specified percentage of the voting power of the Class B Members. Whenever any provision of the Declaration requires a vote of a specified percentage of the voting power of the Members, such provision shall require a vote by the specified percentage of the combined voting power of all Members.

Section 3.06. Membership Appurtenant to Real Property. The membership of the Class A Members shall be appurtenant to the ownership of a Dwelling constructed on a Lot. The membership of the Class B Members shall be appurtenant to the ownership of a Lot. A membership shall not be held, assigned, transferred, pledged, hypothecated, encumbered, conveyed or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance or alienation of the Lot to which the membership is appurtenant.

Section 3.07. Voting Conflict Between Members. If the fee title to a particular Lot is owned of record by more than one Member, the one vote appurtenant to such Lot may be exercised by any one of such Members, unless the other Members who own an interest in such Lot shall object prior to the completion of voting upon the particular matter under consideration. In the event of any such objection, the one vote appurtenant to such Lot shall not be counted, unless the Members unanimously agree on the vote prior to completion of voting upon the particular matter under consideration.

Section 3.08. Other Voting Provisions. The Articles and/or the Bylaws may contain other provisions relating to voting rights of Members with respect to matters or issues unrelated to the Declaration, including, but not limited to, the election of individuals to the Board of Directors or as Officers.

Section 3.09. Other Provisions. The Articles and/or the Bylaws may contain other provisions relating to the operation of the Association so long as such provisions do not conflict with this Declaration.

ARTICLE IV

BOARD OF DIRECTORS AND OFFICERS OF HOMEOWNERS ASSOCIATION, INC. AND MANAGEMENT AGENT

Section 4.01. Board of Directors. The affairs of the Association shall be managed and controlled by the Board of Directors of Maison Bleu Homeowners Association, Inc. ("Board of Directors") which shall have all of the power and authority necessary or appropriate for such management and control. The initial Board of Directors shall consist of the two (2) individuals designated in the Articles or appointed by the Incorporators. After the first meeting of the Members, the Board of Directors shall consist of the number of individuals as may be prescribed in the Bylaws from time to time. Directors need not be Members. The Directors shall be elected or appointed by the Members in the manner prescribed in the Bylaws, except that so long as the Class B Membership exists, the Class B Member shall be entitled to appoint the number of Directors which is one more than one-half of the Directors to be elected or appointed.

Section 4.02. Powers and Duties. In the management and administration of the Association's affairs, the Board of Directors shall have power, authority, and duty to do all acts and actions, except acts and actions which by law, this Declaration, the Articles or the Bylaws may be exercised only by or are reserved only to the Members. Such powers, authorities, and duties of the Board of Directors to create, establish or approve policies or decisions relating to the management and administration of the Association's affairs include, but shall not be limited to, the following:

(a) To provide for the maintenance, care, upkeep, surveillance, services and efficient operation of the Common Area.

(b) To establish, determine, assess, collect, use and expend the Assessments from the Members, and to file and enforce liens for such Assessments.

(c) To select, designate, train, hire, supervise and discharge personnel necessary or appropriate for the proper maintenance, care, upkeep, surveillance, services and efficient operation and maintenance of the Common Area, and to establish the compensation and other benefits of or for such personnel.

(d) To adopt, promulgate and enforce such rules, regulations, restrictions and requirements as may be recommended by the Maison Bleu Architectural Review Committee pursuant to Article X hereof or the Management Agent pursuant to Section 4.04 hereof, or as the Board of Directors may consider to be appropriate with respect to the Property, the Lots, and any

improvements on the Lots, including Dwellings, or the use, occupancy and maintenance of the Common Area, including but not limited to, rules, regulations, restrictions and requirements designed to prevent unreasonable interference with the use, benefit and enjoyment of the Common Area by the Members and other authorized Persons, or to govern activities which may be environmentally dangerous or hazardous, including the use or application of fertilizers, pesticides and other chemicals in or on the Property.

(e) To authorize the payment of patronage refunds to the Members if and when the Board of Directors determines that the funds derived from Assessments are more than sufficient to satisfy all reasonably foreseeable financial needs or requirements of the Association during the current fiscal year, including funds for reserves.

(f) To purchase insurance upon the Common Area.

(g) To maintain, repair, restore, reconstruct or demolish all or any portion of the Common Area after any casualty loss, and to otherwise improve the Common Area.

(h) To lease or grant licenses, easements, rights-of-way and other rights of use in or option, sell, assign, exchange, trade, transfer, quitclaim, surrender, release, abandon, mortgage or encumber or otherwise convey all or any portion of the Common Area upon such terms, conditions and provisions as the Board of Directors considers to be advisable, appropriate, convenient or advantageous for or to the Association, subject to any requirements or limitations therein.

(i) To lease as tenant, purchase or otherwise acquire Lots and to option, lease, sell, assign, exchange, trade, transfer, quitclaim, surrender, release, abandon, mortgage, encumber or otherwise convey any of such Lots upon such terms, conditions and provisions as the Board of Directors considers to be advisable, appropriate, convenient or advantageous for or to the Association.

(j) To retain or employ a Management Agent for such compensation and for the performance of such duties and services as established or prescribed by the Board of Directors from time to time.

(k) To negotiate, prepare, execute, acknowledge and deliver all contracts, agreements, commitments and other documents relating to the Association's affairs.

(l) To prosecute, defend, appeal, settle, compromise or submit to arbitration any suit, action, claim or proceeding at law or in equity or with or before any governmental agency or authority which involves or affects the Association, including the Common Area.

(m) To retain or employ and pay the fees, expenses or other compensation of accountants, attorneys, architects, contractors, engineers, consultants or other persons who may be helpful, necessary, appropriate or convenient in or to the Association's affairs, whether or not

related to or affiliated with any director or officer of the Association or any Member or the Declarant.

(n) Subject to Section 9.01(c), to borrow any funds required for the Association's affairs from any person on such terms, conditions and provisions as may be acceptable to the Board of Directors, and to secure the repayment of any such loans by executing deeds of trust or by pledging or otherwise encumbering or subjecting to security interests all or any portion of the assets of the Association, including the Common Area.

(o) To establish rules, regulations, restrictions, requirements and fees and charges from time to time relating to the use of the recreational areas and amenities now or hereinafter located in or on the Common Area.

(p) To accept title to any property, either alone or with covenants, as a Common Area, or as property owned by the Association for such purposes and on such terms as the Board of Directors may approve.

(q) To act to enforce the provisions of this Declaration and any Supplement or Amendment hereof; however, the Board of Directors shall determine whether or not any action or omission by any party is subject to the covenants and what, if any, actions the Association shall take.

(r) To establish Special Assessments pursuant to Section 5.03(d) for violating or breaches these Covenants by any Owner and to establish procedures for determination of violations and to give violators the opportunity to cure such violations.

Section 4.03. Officers. The Association shall have such officers as are prescribed by the Bylaws and shall choose such officers in the manner prescribed by the Bylaws. The officers shall conduct affairs of the Association and implement the policies and decisions of the Board of Directors.

Section 4.04. Management Agent. The Board of Directors may retain or employ a Management Agent at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors from time to time may authorize. The Management Agent shall perform such duties and services as the Board of Directors shall direct and authorize and which may include, without being limited to, the following power and authority:

(a) To establish and collect the Annual and Special Assessments, and enforce liens to secure the collection of such Assessments.

(b) To provide for the maintenance, care, upkeep, surveillance, services and efficient operation of the Common Area.

(c) To select, designate, train, hire, supervise and discharge personnel necessary or appropriate for the proper maintenance, care, upkeep, surveillance, services and efficient operation of the Common Area.

(d) To enforce and to recommend that the Board of Directors approve and enforce such rules, regulations, restrictions, and requirements relating to maintenance, care, upkeep, surveillance, services and operation of the Common Area.

(e) To provide such other services for the Association as may be requested by the Board of Directors, including legal and accounting services.

Any management agreement entered into by the Association and any Management Agent shall permit termination for cause by the Association upon thirty (30) days' written notice to the Management Agent. The term of any such management agreement shall not exceed one (1) year, but may be renewable by mutual agreement for successive one-year terms.

Section 4.05. Limitation of Liability. Neither the Declarant, its agents, officers, partners, members, managers, or employees, nor the Association, the Board of Directors, any Director nor any Officer of the Association shall be liable to any Person for any failure of or failure to provide any service to be furnished by the Association or to be paid with funds from charges, fees or Assessments, or for any death, injury or damage to any Person or property caused by the elements or caused by or resulting from electricity, gas, or water which may discharge or flow from any portion of the Common Area, or from any wire, pipe, drain, conduit or similar property. Neither the Declarant, its agents, officers, partners, members, managers, or employees, nor the Association, the Board of Directors, any Director nor any Officer of the Association shall be liable to any Person for theft or other loss of or damage to any property which may be left or stored in the Common Area, Common Facilities, any Lot or street. No diminution or abatement of Annual or Special Assessments shall be claimed or allowed for the inability to use, any inconvenience or discomfort caused by or arising or resulting from the need for or the conduct of routine or other maintenance or repairs, or the construction or reconstruction of improvements on the Common Area or Common Facilities, or from any action taken or omitted or from inaction by the Association to comply with any of the provisions of this Declaration, any Supplement, any law or ordinance or the order or directive of any governmental authority or any court.

ARTICLE V

COVENANTS FOR ASSESSMENTS

Section 5.01. Assessments. Each Owner, by acceptance of a deed or other conveyance document for a Lot, whether or not expressed in any such deed or other conveyance document, shall be deemed to covenant and agree to pay to the Association the Owner's Assessments for such Lot which shall be such Lot's proportionate share of the amount estimated by the Board of Directors to be required for the purposes contained in Section 5.02 or Section 5.03, or otherwise considered to be an Assessment under this Declaration. Except as provided herein, there shall be

no distinction between the Assessments with regard to whether or not a Dwelling has been constructed.

Section 5.02. Annual Assessments. The Board of Directors shall establish the initial Annual Assessment at its first meeting. Thereafter, the Board of Directors shall determine the amount of the Annual Assessment with respect to each Lot annually or at such more frequent intervals as the Board of Directors considers appropriate. The Annual Assessment for each fiscal year may be paid in installments during such fiscal year, either quarterly, semiannually or annually as the Board of Directors shall determine. The due date for each installment payment of the Assessment shall be the first day of the applicable installment period. Any Assessment installment may be prepaid without penalty or premium.

The Board of Directors shall prepare, or cause to be prepared, an annual operating and capital expenditure budget for the Association, including the Common Area. The Board of Directors shall make reasonable efforts to determine and to calculate the amount of the Annual Assessment against each Lot for each fiscal year at least thirty (30) days prior to the start of such fiscal year. Within a reasonable time after determining the Annual Assessment, notice thereof shall be given to the Members. The Association shall prepare and maintain at the Association's office a schedule of the Annual Assessment for the Lots and the schedule shall be available for inspection by any Member at any reasonable time during the Association's normal business hours. The omission or failure by the Board of Directors to determine or calculate the amount of the Annual Assessment applicable to the next fiscal year shall not constitute a waiver or modification of any provision of this Article V, and shall not constitute a release of any Member from the obligation to pay the Annual Assessment against the Member's Lot, or to pay any installment of such Assessment for the next or any subsequent fiscal year. The Annual Assessment for the prior fiscal year shall continue to be the Annual Assessment payable by the Members until a new Annual Assessment is determined or calculated by the Board of Directors. Subject to the limitations in Section 5.09, the Board may change the Annual Assessment at any time during the year. No Class A Member may become exempt from or otherwise avoid liability for the payment of the Annual Assessment by the abandonment of any Lot or by the abandonment or release of the Member's rights to the use, benefit and enjoyment of the Common Area.

Except as permitted by Section 5.04, the Annual Assessments levied by the Association shall be used (i) to promote the health, safety and welfare of the residents of the Property, including the improvement, maintenance and repair of the Common Area and, and (ii) to pay the costs of labor, the purchase or rental of equipment and materials used or required for, and the management, care and supervision of the Common Area. The purposes for which the Annual Assessments may be levied include, but are not limited to, the following purposes:

(a) The amount of all operating and maintenance expenses of or for the Common Area and the services furnished or provided to or in connection with the Common Area, including charges for any services furnished or provided by the Association.

(b) The costs of appropriate or necessary management and administration of the Common Area, including fees or other compensation paid to a Management Agent.

(c) The amount of all taxes and assessments levied against the Common Area.

(d) The costs of fire and extended coverage and liability insurance on the Common Area and the Association's other assets and the costs of such other insurance with respect to the Common Area and the Association's other assets and affairs as the Board of Directors considers appropriate.

(e) The costs of garbage and trash collection to the extent provided by the Association, and of utilities and other services which may be provided by or for the Association for or to the Common Area and/or the Lots.

(f) The costs to maintain, replace, repair and landscape the Common Area, including but not limited to, the costs (i) to maintain, replace and repair the sidewalks, streets, roads and parking areas, and (ii) of such equipment as the Board of Directors shall determine to be necessary or appropriate in connection with such maintenance, replacement, repair and landscaping.

(g) The costs to fund all reserves established by the Association, including any appropriate general operating reserve and/or reserve for replacement of the Common Area.

Section 5.03. Special Assessments. In addition to the Annual Assessments authorized in Section 5.02, the Association may levy Special Assessments as follows:

(a) In any fiscal year the Association may levy a Special Assessment applicable only to that fiscal year (i) for the purpose of paying all or a portion of the costs of any construction, reconstruction, replacement or inordinate repair or maintenance of improvements on the Common Area, including any fixtures and personal property on or related to the Common Area, or (ii) for such other purposes as the Board of Directors may consider to be appropriate. Any such Special Assessment shall be approved by a vote of two-thirds (2/3rds) of each class of the Members. As used herein, inordinate repair or maintenance shall mean such repair or maintenance which is not necessary on an annual basis, but rather is necessary on an irregular or as needed basis, or which arise because of a casualty or catastrophe.

(b) The Association may levy a Special Assessment against any Lot and the Owner of any Lot for reimbursement (i) of or for repairs occasioned by the willful or negligent acts of the Owner of such Lot or his Invitees, or (ii) of or for any and all costs, expenses and expenditures made or incurred by the Association with respect to such Lot for work or activities performed on such Lot, for the discharge or satisfaction of any obligation or duty imposed upon such Owner under this Declaration, or for costs incurred in enforcing the covenants set forth in this Declaration.

(c) The Association may levy a Special Assessment against each Lot containing a Dwelling for an amount equal to the charge made by any governmental authority for backup fire protection pursuant to any current or future agreement, as amended from time to time, by and between the Association and such governmental authority.

(d) The Association may levy a Special Assessment against any Lot and the Owner of any Lot who fails or refuses to comply with any covenant in this Declaration or any Supplement or who has breached or defaulted under any covenant and has failed or refused to cease or cure such breach or default. The Board of Directors shall establish rules for the imposition of any such Special Assessments, the enforcement of such Special Assessments, and actions to be taken upon any Person's refusal to pay such Special Assessments.

(e) The Association may levy a Special Assessment against each Lot for reimbursement to the Association for any attorneys fees, court costs, or other costs of enforcement of any provision of this Declaration upon approval of two-thirds (2/3) of each class of the Members.

Section 5.04. Dwelling and Lawn Maintenance. This Declaration does not contemplate that the Association shall have any responsibility for the maintenance or repair of any Dwelling or its appurtenances or for the maintenance and care of lawn, garden and landscaped areas on any Lot. The Association shall have the responsibility and duty only for the maintenance, repair and care of the Common Area. However, the Association may provide the exterior maintenance and repair of any Dwelling and any appurtenances and/or the maintenance and care of lawn, garden and landscaped areas of certain Lots pursuant to (i) a determination by the Board of Directors either on its own recommendation or initiative or the recommendation or request of the Owner of a Lot, or (ii) the provisions of a Supplementary Declaration which provides that the Association shall perform such maintenance, repair and care in or on a specified portion of the Property. The cost of such maintenance, repair and care shall be included in the Annual Assessment of such Lot. In no event shall the Association maintain and care for lawn, garden and landscaped areas in or on any enclosed portion of any Lot which is intended for use only by the occupants of the Dwelling on such Lot.

Section 5.05. Reserves for Replacements. The Association shall establish and maintain a reserve fund for replacements of the Common Area and shall allocate and pay such amount to the reserve fund from time to time as may be designated by the Board of Directors. Amounts paid to the reserve fund shall be included in the Annual Assessment under Section 5.02. All amounts paid into the reserve fund shall be deposited in such bank account or accounts in federally insured banks or in such investment accounts or investment assets as shall be designated by the Board of Directors from time to time. The reserve fund for replacements of the Common Area may be expended only (i) for the repair and replacement of the Common Area, (ii) for repairs to any sidewalks, streets, roads or parking areas located on the Common Area, (iii) for equipment replacement, or (iv) for non-recurring start-up expenses and operating contingencies of the Common Area. The Association may establish other reserve funds for other purposes considered necessary or appropriate by the Board of Directors from time to time.

Section 5.06. Reserve Fund Appurtenant to Lot. The proportional interest of each Class A Member in any reserve funds shall be considered to be an appurtenance to the Lot of such Member, and shall not be withdrawn, assigned or transferred separately from or other than as an appurtenance to the Lot to which the proportional interest in the reserve funds appertain. Any transfer or assignment of the Lot shall be deemed to be a transfer or assignment of the proportional interest in the reserve funds. No Member shall be entitled to a refund of his proportionate share of such reserve funds.

Section 5.07. Initial Annual Assessments. As and when new Lots are platted, applicable Annual Assessments for such Lots shall be the same as for existing Lots unless the Board of Directors determines otherwise. The Annual Assessments shall apply as and when each such Lot is sold as provided herein.

Section 5.08. Commencement of Assessments. Each Class A Member who acquires a Lot shall be liable to pay installments of the Annual Assessment with respect to such Lot beginning on the first day of the next month following the date a deed or other conveyance document to the Lot is delivered to the Class A Member, as Grantee. If any Owner sells his Lot, such Owner shall still be liable for the full amount of the Assessment for the month in which the sale is made. Upon the sale or transfer of a Lot, the Annual Assessment shall be adjusted according to the number of months remaining in the fiscal year.

Section 5.09. Changes in Annual Assessments. The Board of Directors may change the Annual Assessment for each Lot at any time; however, any increase in the Annual Assessment may be (i) not more than ten percent (10%) above the immediately prior fiscal year's Annual Assessment without a vote of the Members, or (ii) more than ten percent (10%) above the immediately prior fiscal year's Annual Assessment only if approved by a vote of two-thirds (2/3rds) of each class of the Members voting on such matter.

Section 5.10. Assessments Are Not Dues. No portion of any Annual or Special Assessments provided in or permitted by this Section 5 are intended to be, or shall be construed to be, dues for membership in the Association.

Section 5.11. Costs and Expenses of Certain Damage. If the Board of Directors determines that any Owner (i) has failed or refused to properly satisfy or discharge any maintenance, repair, care, upkeep, replacement or any other obligations or duties for which the Owner is responsible under this Declaration, or (ii) is responsible for damage to the area of common responsibility which is not covered by insurance, the Board of Directors may provide such maintenance, repair, care, upkeep or replacement or satisfy or discharge any such other obligations or duties at the Owner's sole cost and expense. Prior to doing so, the Board of Directors shall notify the Owner that he has ten (10) days from the date of such notice to satisfy or discharge such obligation or duty. Such costs and expenses shall be increased by all amounts specified in Section 6.03. All such amounts shall be considered to be a Special Assessment against the Lot and the Owner of such Lot shall be personally responsible and liable for the payment of all such amounts

immediately upon notice from the Association. All such amounts shall become a lien against such Lot which shall be enforceable by the Association.

Section 5.12. Meetings to Approve Assessments. If the consent or approval of any class of the Members is required for any action hereunder, the Board of Directors shall call a meeting of the Members pursuant to the Bylaws for the purpose of considering the consent or approval for such action.

Section 5.13. Uniform Rate for Assessments. Except (1) as provided in Sections 5.07 or 5.11, (2) for Special Assessments pursuant to Section 5.03, (3) to the extent that the Annual or Special Assessments for particular Class A Members may be increased under Section 5.04, all Annual and Special Assessments shall be levied at a uniform rate for each Lot to which Class A membership is appurtenant. The Board of Directors may change the pro-rata obligation of any Lot or of the Owners of such Lot for the purposes of levying Annual or Special Assessments, except Special Assessments pursuant to Section 5.03(b) and 5.03(d), only if approved by at least two-thirds (2/3rds) of each class of the Members.

Section 5.14. Notices. The Association may send notices to Members advising each Member of the status of his or her Annual and Special Assessments. Failure of the Association to send notice of assessments or any notice of non-payment or delinquency shall not release the Member from the obligation to pay such Assessments nor prevent any delinquent Member from being subject to any provision of this Declaration or the Bylaws which provides for removal of such Member as an Officer or Director or prohibits such Member from being elected as an Officer or Director.

Section 5.15. Assessments of Declarant or Builders. Any Lot owned by any Builder shall not be subject to Assessments by the Association until the first day of the first month beginning more than sixty (60) days after completion of construction of any Dwelling on such Lot, or, if sooner, the first day of the seventh month after the date a deed or other conveyance document to such Lot is delivered to the Builder, as Grantee. Any Annual Assessment or Special Assessment upon any Lot owned by a Builder pursuant to Section 5.03(a), or Section 5.03(e) shall be twenty-five percent (25%) of the Assessment against each similar Lot not owned by a Builder. The Declarant shall not be subject to Assessments by the Association.

Section 5.16. Exempt Property. No Assessments of any kind or nature shall be levied by the Association against (i) any portion of the Streets and other real property and improvements dedicated and accepted by the local public authority and devoted to public use, (ii) all areas unplatted or reserved for future development by the Declaration or a Plat of the Property, (iii) the Common Area.

ARTICLE VI

ENFORCEMENT OF ASSESSMENTS

Section 6.01. Lien of Assessments. All Assessments with respect to or against a Lot plus such additional amounts as are specified in Section 6.03 shall be (i) a charge on the land, (ii) a continuing lien upon and against the Lot, (iii) binding upon such Lot and (iv) the continuing joint and several personal obligation and liability of each person who was an Owner of such Lot when any portion of such Assessment became due and payable, and the heirs, devisees, personal representatives, successors and assigns of each such Owner, which shall not be extinguished or diminished by any transfer or conveyance of any Lot.

The personal obligation of each Member to pay all Assessments levied against the Member's Lot shall continue for the full statutory period permitted by law. A suit to recover a monetary judgment for the non-payment of all or any portion of such Assessment, including any installment, may be commenced and maintained by the Association without the foreclosure or waiver of any lien created under this Declaration to secure the payment of such Assessment. Any judgment may include all amounts specified in Section 6.03. The Association may commence and maintain an action at law against any Member personally obligated or liable to pay any Assessment and/or may foreclose the lien against any Lot in the manner now or hereafter provided in the State of Mississippi for foreclosure of mortgages and other liens on real property containing a power of sale provision. Any such foreclosure by the Association shall be subject to the substantive and procedural requirements prescribed by the laws of the State of Mississippi applicable to the foreclosure of mortgages and other liens on real property containing the power of sale provision. The Association may buy such Lot at any such foreclosure.

The Association shall have the right to accept or reject partial payments of an Assessment and to demand the full payment of such Assessment; however, acceptance of any partial payment shall not relieve the Member of the obligation to pay the balance of the Assessment. The lien for unpaid Assessments shall be unaffected by any sale or other transfer of the Lot subject to the Assessments, and the lien shall continue in full force and effect. No Member may waive or otherwise avoid or escape personal liability for payment of any Assessment by abandonment of the Member's Lot or by abandonment or release of the Member's rights to the use, benefit and enjoyment of the Common Area.

If any proceeding to foreclose the lien for any unpaid portion of an Assessment is commenced by the Association with respect to any Lot, the Board of Directors may require the Owners of the Lot to pay reasonable rent for use of the Lot, and the Association shall be entitled to the appointment of a receiver to collect such rent.

The Board of Directors may post or publish in any prominent location on the Property a list of Members who are delinquent in the payment of any portion of an Assessment or other fees which may be due to the Association, including any installment of an Assessment.

Section 6.02. Assessment Certificate. Upon receipt of a written request, the Board of Directors or the Management Agent, within five (5) business days, shall furnish to any Member liable for the payment of any Assessment, or to any other person having legitimate interest in the payment of such Assessment, a certificate signed by an Association officer or the Management Agent stating whether or not the Assessment has been paid. The certificate shall be conclusive evidence of the payment of any Assessment stated to have been paid in the certificate. The Board of Directors may require the payment of a reasonable charge for the issuance of a certificate.

Section 6.03. Amount of Lien. Upon the default in the payment of any installment of an Assessment, the entire unpaid balance of all Assessments shall immediately be and become due and payable, unless the Board of Directors shall otherwise direct. In addition to the amount of the unpaid Annual or Special Assessments, the following amounts shall be considered to be Special Assessments against the Lot and the Owners of such Lot and shall be subject to the lien of Assessments provided under Section 6.01:

(a) All reasonable costs and expenses of collection of Assessments including attorneys' fees, court costs and other costs and expenses relating to the collection of Assessments or enforcement of the lien of Assessments, whether or not suit is filed.

(b) Such late payment charges or fees as shall be established by the Board of Directors from time to time.

(c) Such Association overhead charges as shall be established by the Board of Directors from time to time which reimburse the Association for overhead or indirect costs and expenses incurred to collect unpaid Assessments or to perform or satisfy any obligation or duty imposed upon such Owners under this Declaration or any Supplement.

(d) Interest on or with respect to all amounts specified in this Section 6.03, including the unpaid balance of all Assessments. Such interest shall accrue from the due date until paid in full at the maximum rate of interest permitted by law in the State of Mississippi on a loan from a financial institution to an Owner which is secured by his personal residence.

Section 6.04. Priority of Lien. The lien to secure payment of an Assessment against a Lot shall have preference over any other liens, assessments, judgments or charges of whatever nature, except (i) general and special assessments for ad valorem property taxes on or against such Lot, (ii) the lien of any First Mortgage on such Lot made in good faith and for value received and duly recorded prior to the Assessment creating the lien against the Lot or duly recorded after receipt of a certificate under Section 6.02 stating that payment of the Assessment was current as of the date the First Mortgage was filed of record.

Section 6.05. Subordination to Mortgages. As provided by Section 6.04, the lien against any Lot to secure payment of any Assessment shall be subordinate to the lien of any duly recorded First Mortgage on or against the Lot made in good faith and for value received, and shall not

affect the rights of the holder of any First Mortgage. However, the lien shall be subordinate only with respect to Assessments which have become due and payable prior to the sale or transfer of the Lot pursuant to a foreclosure of any such First Mortgage, or prior to the execution of any deed, assignment or other proceeding or arrangement in lieu of foreclosure. Any such holder of a First Mortgage who acquires possession of such Lot pursuant to a foreclosure or pursuant to the execution of any deed, assignment or other proceeding or arrangement in lieu of foreclosure, and any purchaser or assignee at a foreclosure sale or any transferee under any deed, assignment or other proceeding or arrangement in lieu of foreclosure, shall acquire the Lot free of any claims for unpaid Assessments levied against the Lot which accrued prior to the time such holder acquires the Lot, or prior to the foreclosure sale or prior to the execution of any deed, assignment or other proceeding or arrangement in lieu of foreclosure, except for claims for a proportionate share of such unpaid Assessments resulting from a reallocation of such unpaid Assessments among the various Lots. However, such foreclosure, deed, assignment or other proceeding or arrangement in lieu of foreclosure shall not relieve the holder of the First Mortgage or the purchaser or assignee at foreclosure or the transferee under any deed, assignment, or other proceeding or arrangement in lieu of foreclosure, from any liability for payment of any Assessments thereafter becoming due, or from the lien created to secure the payment of any such Assessments, and the lien for the payment of such Assessments thereafter becoming due and payable shall have the same effect and shall be enforced in the same manner as provided in this Paragraph 6.

No amendment to this Section 6.05 shall adversely affect the rights of the holder of any First Mortgage on any Lot, or the holder of any indebtedness secured by such First Mortgage, filed for record prior to the amendment being filed for record, unless such holders execute, approve or consent to the amendment.

In its sole and absolute discretion, the Board of Directors may extend the provisions of this Section 6.05 to Mortgagees not otherwise entitled to the benefits of this Section 6.05.

Section 6.06. Additional Default. Any First Mortgage encumbering a Lot shall provide that any default by the mortgagor in the payment of any Assessment or any installment of an Assessment shall be a default under the First Mortgage. The failure to include such a provision in any First Mortgage shall not affect the validity or priority of the First Mortgage, and the protection extended by Section 6.05 to the holder of the First Mortgage or to the holder of the indebtedness secured by the First Mortgage shall not be altered, modified or diminished by reason of or as a result of any such failure.

Section 6.07. Filing of Notice of Delinquency. If any Owner becomes more than sixty (60) days delinquent in paying any Annual or Special Assessment, the Association may file a Notice of Delinquency in the Land Records of Madison County, Mississippi, referencing such Owner and the Lot to which such delinquency applies. As and when such Assessments have been paid, the Notice shall be canceled.

ARTICLE VII

INSURANCE

Section 7.01. Association's Insurance. The Association shall apply for, obtain, pay the costs or premiums of and maintain insurance in such limits and forms and from such companies as the Board of Directors shall consider appropriate and as required by the Bylaws of the Association. All costs, charges and premiums for all insurance authorized by the Board of Directors shall be included in the Annual Assessments.

Section 7.02. Owner's Insurance. Each Owner shall insure his Dwelling, the other improvements on his Lot, and the furnishings and personal property in or on such Dwelling to the extent and in the manner provided in the Bylaws of the Association.

ARTICLE VIII

AD VALOREM TAXES

Section 8.01. Owners. Each Owner shall be responsible for the payment of and shall promptly pay all ad valorem taxes assessed on or against his Lot and improvements on his Lot.

Section 8.02. Association. The Association shall pay the ad valorem taxes assessed on or against the Common Area and the Association's other assets.

ARTICLE IX

PROPERTY RIGHTS

Section 9.01. Members' Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The Association may suspend any Member's voting rights and any Member's rights to use the Common Area for any period during which any Assessment remains unpaid and for any period not exceeding sixty (60) days for any infraction, breach or violation of any rules and regulations of the Association. The rights of the Members to use the Streets may not be suspended by the Association for any reason whatsoever.

(b) The Association may dedicate or transfer all or any part of the Common Area to any governmental agency or authority or any utility for such purposes and subject to such conditions as may be determined by the Members. No such dedication or transfer shall be effective unless Members representing at least two-thirds (2/3rds) of the voting power of each class of Members approve or consent to such dedication, transfer, purpose and conditions and an instrument agreeing or consenting to such dedication or transfer executed by Members

representing at least two-thirds (2/3rds) of the voting power of each class of Members has been filed for record. This provision shall not apply to the grant of easements or rights of way which may be done by action of the Board of Directors of the Association as provided in paragraph (g) of this Section.

(c) In accordance with the Articles and the Bylaws, the Association may borrow money to repair, maintain or improve all or any portion of the Common Area in a manner designed to promote the enjoyment and welfare of the Members. In connection with any such loan, the Association may subject all or any portion of the Common Area to the liens of deeds of trust or other security interests. The Association shall not borrow money or subject all or any portion of the Common Area to the lien of a deed of trust or other security interest unless approved by Members representing at least two-thirds (2/3rds) of the voting power of each class of Members.

(d) The Association may take any action permitted by this Declaration as is reasonably appropriate or necessary to prevent a default of any of the Association's obligations or to protect the assets of the Association against or from foreclosure or enforcement of any security interest by a creditor.

(e) The Association may adopt reasonable rules with respect to the use of the Common Area.

(f) The Association may grant to any governmental agency or authority or to any utility or to the Declarant or to any other persons such licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of the Property. No such license, right-of-way or easement shall be unreasonably and permanently inconsistent with the rights of the Members to the use, benefit and enjoyment of the Common Area.

(g) The Association may open or permit the use of all or any portion of the Common Area to a wider group of persons for such purposes and on such basis or conditions as the Board of Directors may from time to time consider appropriate.

(h) The Members shall have to perpetual easements over and upon any of the streets, Common Area for such portions of their Dwellings that may overhang or otherwise encroach upon any of the Common Area for (i) support, (ii) necessary repairs and maintenance, (iii) maintenance of reasonable appurtenances to the Dwellings, and (iv) reasonable ingress and egress to and from any Dwelling through and over the Common Area.

(i) The Members shall have the right to use the streets, roadways, sidewalks and vehicular parking areas situated upon the Common Area, provided that each Member shall comply in all respects with all rules and regulations not inconsistent with the provisions of this Declaration which the Board of Directors may from time to time adopt or promulgate with respect to parking and traffic control upon the Common Area.

(j) The Declarant may dedicate or grant to any governmental authority having jurisdiction over the Property, some or all of the streets, roads, parking areas, sidewalks and/or rights-of-way as shown and designated on the Plat. If such streets, roads, parking areas and rights-of-way have not been dedicated by the Declarant, then the Association may dedicate such streets, roads, parking areas, sidewalks and rights-of-way to any governmental authority which will accept such dedication and agree to maintain or repair the streets, roads, parking areas, sidewalks and/or rights-of-way as public streets. Such dedication by the Association shall be done only upon the approval of at least two-thirds (2/3rds) of each class of Members.

(k) The Association may temporarily restrict the use, benefit and enjoyment of certain portions of the Common Area in accordance with a prior reservation scheduled by the Management Agent or the Board of Directors.

Section 9.02. Rights Not Subject to Suspension. The Association shall have no authority to either temporarily or permanently suspend any of the rights specified in Section 9.01(i) and Section 9.02(j) for any reason whatsoever.

Section 9.03. Delegation of Use. In accordance with the Bylaws and subject to such reasonable rules and regulations as the Board of Directors may adopt or promulgate and uniformly apply and enforce, any Member may delegate his rights to the use, benefit and enjoyment to the Common Area to (i) family members who reside permanently with him, (ii) contract purchasers who reside on the Property, and (iii) Invitees.

ARTICLE X

ARCHITECTURAL REVIEW COMMITTEE

Section 10.01. Establishment of Maison Bleu Architectural Review Committee. There is hereby established an Architectural Review Committee, to be known as **Maison Bleu Architectural Review Committee** (referred to herein as "Architectural Review Committee"). The Architectural Review Committee shall be appointed by the Declarant as long as Declarant owns of record any Lot or any of the Property and shall have the number of members designated by the Declarant. Thereafter, the Architectural Review Committee shall be appointed by the Board of Directors, and shall have the number of members designated by the Board of Directors. The Declarant may, at its sole discretion, assign to the Board of Directors the right to appoint additional members of the Architectural Review Committee. Any members so appointed by the Board of Directors shall serve at the pleasure of the Board of Directors and may or may not be Members in the Association.

Section 10.02. Vote and Actions by Architectural Review Committee. The affirmative vote of a majority of the members of the Architectural Review Committee shall be required to make any finding, determination, ruling or order or to issue any permit, consent, approval or disapproval hereunder. Notwithstanding any approval by the Architectural Review Committee, if during construction the Architectural Review Committee determines that any action an Owner

or Builder is or would be contrary to or in violation of the rules of the Architectural Review Committee or the Review Process, the Architectural Review Committee shall have the authority to order the Owner or Builder to cease, modify or correct such action so as to comply with the rules of the Architectural Review Committee or the Review Process.

Section 10.03. General Requirements. Except for the purposes of proper maintenance and repair, no improvement, including, but not limited to, buildings, fences, walls or other structures, and no exterior addition, change or alteration to any improvement, including any change or alteration of color, shall be commenced, erected, constructed, placed, altered, moved, maintained or permitted to remain on any portion of the Property, including any Lot, until after compliance with the review process established by the Architectural Review Committee, and approval of the Plans by the Architectural Review Committee ("Review Process"). Any Builder, including any Owner of a Lot, who remodels or alters existing improvements on any Lot shall be required to submit to the Review Process. The Association may establish guidelines for maintenance and repairs which are subject to the Review Process because of the nature, scope or cost of such maintenance or repairs.

Section 10.04. Review Process. The Architectural Review Committee shall, from time to time, establish rules and guidelines for the Review Process. Such rules and guidelines may include, but not be limited to, requirements concerning:

- (a) the number, type, style, size, location and form of buildings, drainage areas, site plans, landscape plans, setbacks, and other plans;
- (b) sidewalks, driveways, parking, storage areas, utility lines, signs, topography, vegetation and tree removal, fences and mail boxes;
- (c) representations with respect to compliance with laws, regulations, this Declaration, and any Supplementary Declaration;
- (d) construction timetables and schedules;
- (e) changes, amendments, or revisions to such information previously submitted;
- (f) time periods for review by the Architectural Review Committee;
- (g) procedures for approval or disapproval by the Architectural Review Committee, and any appeals or resubmissions based thereon;
- (h) all other matters which are pertinent, desirable, reasonable, or necessary to the operation of the Architectural Review Committee, which are not specifically set forth herein and which are not inconsistent with this Declaration; and
- (i) fees for review.

Section 10.05. Decisions and Appeal. The decisions of the Architectural Review Committee shall be final except that any decision may be appealed to the Board of Directors by any Member who is aggrieved by any action or forbearance from action by the Architectural Review Committee or by any policy, standard, or guideline established by the Architectural Review Committee. Upon written request, such Member shall be entitled to a hearing before the Board of Directors within a reasonable time not to exceed thirty (30) days.

Section 10.06. Expenses. Any person or entity submitting Plans shall be responsible for the payment of reasonable charges established by the Architectural Review Committee for review of the Plans or amendments, modifications or changes to Plans, but no charges shall be imposed on any governmental authority using any portion of the Property.

Section 10.07. Disclaimer. The Board of Directors, the Architectural Review Committee, each director and each officer of the Association, each member of the Architectural Review Committee and the Association, and, if applicable, the Declarant, shall not be liable to any Owner, Builder, or any other Person on account of any claim, liability or expense suffered, incurred or paid by or threatened against such Owner, Builder, or other Person arising or resulting from or in any way relating to the subject matter of the Review Process, any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Architectural Review Committee or public authorities, whether given, granted or withheld. No approval of Plans and no publication of architectural standards or bulletins shall be construed either to represent, guarantee or imply that such Plans or architectural standards will result in a properly designed Dwelling or other improvement, or to represent, guarantee or imply that any Dwelling or other structure or improvement will be built or constructed in a good, workmanlike manner. Approval of any particular Plans shall not be construed as a waiver of the right of the Architectural Review Committee to disapprove all or any portion of the Plans if such Plans are subsequently submitted for use in any other instance.

Section 10.08. Rules and Regulations. The Architectural Review Committee may publish and/or file for record such statements of policy, standards, and guidelines, and may establish such criteria relating to architectural styles or details, colors, size, set-backs, materials or other matters relating to architectural control, protection of the environment, including the use and application of fertilizers, pesticides and other chemicals, and the preservation of such aesthetic values, characteristics and amenities, as may be considered necessary and appropriate. No such rules, regulations, statements or criteria shall be construed as a waiver of any of these provisions, or any other provision or requirement of this Declaration.

Section 10.09. Limitations. Construction in accordance with approved Plans shall be commenced within three (3) months after approval, whether by affirmative action or by forbearance from action, and shall be substantially completed either within nine (9) months after construction commences, or within such other period as the Architectural Review Committee shall specify in the approval of the Plans. If construction is not commenced or is not completed as required, approval of the Plans shall be conclusively deemed to have lapsed and compliance with these provisions shall be required again.

Section 10.10. Variances. Due to natural terrain, lot configuration, proximity to streets and adjacent structures, and other reasons, it may be inadvisable to enforce set back and square footage requirements set forth herein or in the Architectural Guidelines. Therefore, the Maison Bleu Architectural Review Committee may approve specific variances to set backs, square footage and other architectural guidelines to the extent such variances are not unreasonable and do not adversely affect the subdivision.

Section 10.11. Cessation and Removal. If any Owner fails to secure approval of the Maison Bleu Architectural Review Committee for construction plans or fails to construct the Dwelling pursuant to plans approved by the Maison Bleu Architectural Review Committee, the Maison Bleu Architectural Review Committee and/or the Board of Directors shall have authority to cause the Owner to cease construction and/or to remove any construction not in compliance with approved plans. Any Owner who fails or refuses to comply shall be in breach of this Declaration and shall be subject to all remedies available to the Association and the Members.

ARTICLE XI

EASEMENTS

Section 11.01. Utility and Drainage Easements. The Declarant, the Association, and each utility providing service to the Property shall have and is granted or reserved non-exclusive easements and rights-of-way in, through, across, on, over and under the portions of the Property which are not improved with Dwellings, buildings or other structures, including full rights of ingress and egress, for the construction, installation, operation, use, maintenance, repair and removal of utilities and all apparatus or systems related thereto and drainage easements as shown and designated on any Plat, and the right to remove any obstruction in any utility or drainage easement which may interfere either with the use of any utility or drainage easement or with the construction, installation, operation, use, maintenance, repair and removal of such utility or drainage facility.

The Declarant shall have non-exclusive easements and rights-of-way in, through, across, on, over and under the portion of the Common Area which is not improved with buildings or structures to store building supplies and materials, install, construct, maintain, reconstruct, repair, and remove sewers, water pipes, irrigation pipes, electrical wires or cables, telephone wires or cables, gas lines, storm drains, television cables, underground conduits, and any related improvements or appurtenances and for all other purposes reasonably related to the completion of construction and the provision of public or private utility services to any portion of the Property. Any and all conveyance documents from the Declarant to the Association with respect to the Common Area and Common Facilities shall be conclusively deemed to incorporate the provisions of this Section 11.01, whether or not specifically contained in such conveyance documents or assignments. At the Declarant's request, the Association shall from time to time execute, acknowledge, and deliver to the Declarant such documents as the Declarant considers necessary to implement the provisions of this Section 11.01.

The reservations and rights in this Section 11.01 expressly include the right to (i) cut any trees, bushes, or shrubbery, (ii) make any gradings of the soil, and (iii) take any other similar action reasonably necessary to provide economical and safe utility and drainage facility construction, installation, operation, use, maintenance, repair and removal and to maintain reasonable standards of health, safety and appearance.

Section 11.02. Damage from Ingress and Egress. Any entry by the Declarant, the Association, or any utility upon any Lot for the purposes permitted or contemplated by this Article XI shall be made with as little inconvenience to the Owner as reasonably practical. All physical damage to any Lot or improvement on a Lot resulting from or caused by such entry shall be promptly repaired and restored by the party causing such damage.

Section 11.03. Maintenance and Support Easements. Where Dwellings are permitted on or near to the boundaries of a Lot, the Common Area, each Lot and Dwelling on such Lot shall be subject to irrevocable easements for the benefit of the Association and the Owners of the adjoining Lots and abutting Dwellings for (i) drainage, (ii) the maintenance and unobstructed and uninterrupted use of any and all pipes, ducts, flutes, chutes, conduits, cables and wire outlets and utility lines, (iii) maintenance and lateral support of adjoining and abutting buildings and improvements, (iv) such portions of any building or improvements that may overhang a Lot or any portion of the Common Area, and (v) the walks and sidewalks serving such adjoining and abutting areas.

Section 11.04 Drainage Pipes. The ownership, maintenance and repair of all drainage pipes, stormwater inlets, and other appurtenant drainage facilities located on or under any Lot shall be that of the Owner of such Lot. The Declarant shall have no duty or obligation to repair or replace such facilities after such facilities are initially constructed or installed.

ARTICLE XII

USE AND OTHER RESTRICTIONS AND REQUIREMENTS

Section 12.01. Use of Lots and Dwellings.

(A) Except (i) for the activities of a Builder during the construction and development of a Lot or the Common Area, (ii) for activities and uses expressly permitted and not substantially inconsistent with the provisions of this Declaration or pursuant to the approval of the Architectural Review Committee, (iii) as may be necessary or appropriate in connection with reasonable and necessary repairs or maintenance to any Dwelling or other improvements on a Lot, the Common Area, and (iv) as permitted by Section 12.10, each Lot and Dwelling shall be used only for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height above grade, plus basement, if applicable. No mobile homes shall be allowed on any lot in said subdivision.

(B) No trade and business of any kind or nature may be conducted on or in such Lot or Dwelling. The use of a portion of a Dwelling as an office by the Owner shall not be considered to be a violation of this Section 12.01 if such use does not create regular or continual customer, client, or employee traffic and provided that not more than twenty-five percent (25%) of the floor area of any Dwelling shall be used for conducting a home occupation and any accessory building used in connection with such home occupation shall not exceed twenty-five percent (25%) of the floor area of the Dwelling all in accordance with Madison County ordinances and regulations. In no event shall any Lot or Dwelling or other improvements on a Lot be used as a storage area for any building contractor, except as specifically permitted by this Declaration.

Section 12.02. Plans.

- (A) Complete plans for each and all Dwellings, buildings and improvements shall be submitted to and approved by the Architectural Review Committee before any such Dwelling, building or other improvement is placed or construction is commenced on any Lot within the subdivision. All construction must be completed as indicated in the Plans approved by the Architectural Review Committee.
- (B) All proposed new home construction is subject to review and written approval by the developer as long as the developer owns a lot within the subdivision or has yet to relinquish control of the homeowners' association to the homeowners. Other new construction, additions or modifications shall be subject to review and written approval by the developer. The primary purpose of such review shall be to assist property owners in achieving compliance with the building restrictions. Construction of new structures includes, without limitations, equipment and material, gazebos, arbors associated with landscaping, and other similar construction. Accordingly, no construction shall commence until the plans and specifications have been submitted to and approved in writing by developer and a city building permit obtained for said new construction.

Section 12.03. Setbacks. A Dwelling or residence constructed on a Lot shall be constructed subject to the following setback requirements:

- (A) Front setbacks shall be fifteen (15) feet from the front lot line.
- (B) Side setbacks shall be five (5) feet from any side lot line; or fifteen (15) feet from the side street lot line.
- (C) Rear setbacks shall fifteen (15) feet from the rear lot line.

The eaves of a Dwelling located within the setback lines set forth herein may extend across said setback lines, but shall not extend across any lot lines.

Section 12.04. Square Footage.

- (A) Each Dwelling constructed shall have the following square footage: Exclusive of porches and garages, the heated and/or cooled living area of each Dwelling, main house or residential

structure constructed on all such Lots shall contain at least One Thousand Nine Hundred (1900) square feet, and at least One Thousand Five Hundred (1500) square feet of the applicable minimum square footage must be contained on the ground floor level for a dwelling of more than one (1) story.

Section 12.05. Courtyards. Unless waived by the Architectural Review Committee. Each Dwelling shall have a courtyard which will be constructed pursuant to specifications provided by the Maison Bleu Architectural Review Committee.

Section 12.06. Lease of Dwelling. All dwellings and residences constructed and/or located on the property subject to these Protective Covenants shall be for owner occupancy, except as specifically permitted herein. Further, except as specifically permitted herein, the lease or rental of a dwelling or residence for any purposes, whether verbal or in writing, is expressly prohibited under these protective covenants and shall constitute a violation of the terms and provisions of these protective covenants. The only circumstance or situation in which a lease or rental shall be permitted, is when the dwelling or residence is of new construction and in which either:

- a) a period of at least one (1) year has elapsed from and after the building permit for that particular dwelling has been issued, or;
- b) a period of at least six (6) months has elapsed from and after the final inspection by the appropriate public building inspector has occurred, and the certificate of occupancy has been issued, whichever period of time is longer.

The above rental provisions are for the original builder/owner that obtained the original building permit. With any other owner the wait period is double the above noted wait periods, therefore being two (2) years after the building permit has been issued and/or one (1) year after the final inspection and certificate of occupancy has been issued (by the city inspector) whichever period of time is longer.

Any permitted lease or rental agreement shall be for a period of time not less than one (1) year, and a fully executed, complete and legible copy of any such lease or rental agreement shall be provided to the homeowners' association. No dwellings or residences shall be sold, assigned, rented, or leased under any time sharing, time interval or right to use programs or investments

Section 12.07. Exterior Appearances. No chainlink fences shall be permitted within the Property except with respect to (1) maintenance areas within the Common Area and (2) chainlink fences erected by the Declarant or the Association. No aluminum foil shall be permitted on or over windows. No projections of any type shall be placed or permitted above the roof of any improvement except chimneys or vents or other objects approved by the Architectural Review Committee. Each Owner shall provide a screened storage area for trash or garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clotheslines, and other similar or unsightly objects in order to conceal such objects from view from the roads and adjacent Lots and the Common Area. Plans for such screened area delineating the size, design, texture, appearance and location must be approved by the Architectural Review Committee prior to construction. Trash or garbage receptacles and fuel tanks may be located outside of such screened areas only if located underground. All Dwellings

shall be brick, stone, or smeared brick. No vinyl, wood, or cementitious board siding shall be allowed.

Section 12.08. Fences. All fences shall be constructed pursuant to the design and specifications established by the Maison Bleu Architectural Review Committee. In addition, all Lots on the outer perimeter of the Property shall have and the Owner of each such Lot shall construct a buffer fence at least six feet (6') in height along such outer perimeter boundary. The buffer fences shall be constructed and maintained by the Owners of such Lots in accordance specifications provided by the Maison Bleu Architectural Review Committee.

Section 12.09. Mailboxes. All mailboxes in Maison Bleu Architectural Review Committee shall be identical. The Architectural Review Committee will provide the Owner with the information needed for Owner to purchase such mailbox and the location of the mailbox. Any mailbox which does not comply with the requirements of the Architectural Review Committee shall be removed or brought into full compliance with the approved mailbox.

Section 12.10. Driveway and Garages. Unless otherwise approved by the Architectural Review Committee, each dwelling shall be served with off-street parking in the form of a concrete driveway extending from the pavement on a public street abutting the Lot on which the dwelling is situated to a garage, which garage must be attached to the dwelling. The garage must provide space for two regular size automobiles.

Section 12.11. Sidewalks. The Builder of the Dwelling on each Lot shall construct a sidewalk along the entire length of any street which abuts the Lot pursuant to plans and specifications established by the Architectural Review Committee.

Section 12.12. Signs. Except as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be placed, maintained or permitted on a Lot or within any windows or on the exterior of any Dwelling or other structure located on any Lot by any Person, including the Owner, without the approval of the Architectural Review Committee. The approval of any signs and posters, including name and address signs, and "for sale" signs, shall be upon such conditions the Architectural Review Committee shall determine from time to time, and approval may be arbitrarily withheld. The Board of Directors shall have the right to erect reasonable and appropriate signs on any portion of the Common Area and within easement areas established by this Declaration. No "for sale" signs can exceed 18" x 24" in size.

Section 12.13. Other Buildings and Vehicles. No playhouse, tent, trailer, barn, storage building or other similar outbuilding or structure shall be temporarily or permanently placed or maintained on any Lot or on any other area of the Property without prior approval of the Architectural Review Committee, except small boats or light residential equipment which must be screened by an approved fence and not visible from any Lot or Common Area. No mobile home shall be temporarily or permanently placed or maintained on any Lot or Common Area. Each Owner shall provide parking for at least two automobiles for each Dwelling owned or maintained by such Owner in an enclosed two (2) car attached garage. All garages must have

doors. When not in use, all garage doors shall be kept closed. To the extent possible, all automobiles owned or used by Owners or occupiers of a Lot, except temporary guests and visitors, shall be parked in enclosures which screen the automobile from street view. The Board of Directors shall have authority to adopt and promulgate rules and regulations to govern or to prohibit the outside storage, maintenance, operation, or parking of vehicles described below on any Lot, within any Dwelling or other structure, or on any portion of the Common Area. Such rules and regulations shall apply to motor homes, tractors, trucks, commercial vehicles of any type, campers, motorized campers or trailers, boats or other water craft, boat trailers, motorcycles, motorized bicycles, motorized go-carts, or any other similar or related forms of transportation vehicle or device, except pickup trucks. No Owner or other occupant of any Lot shall repair or restore any vehicle of any kind on any Lot, within any Dwelling or other structure, or on any portion of the Common Area, except (i) within enclosed garages or workshops, or (ii) for emergency repairs but only to the extent necessary to enable the movement of such vehicle to a property repair facility.

Section 12.14. Unsightly Conditions and Nuisances. Each Owner has the responsibility to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds, including but not limited to all fences and buffer screens/fences whether made of vegetation or other acceptable materials, on his Lot which may tend to decrease the beauty or aesthetic characteristics of any portion of the Property, including the Lot, and is obligated to maintain and service all grass and landscaped areas, including but not limited to all fences and buffer screens/fences whether made of vegetation or other acceptable materials, on his Lot and maintain the area of the Street and right-of-way abutting his Lot in a clean condition. Any Owner who fails to maintain his Lot shall be liable to the Association for all costs or expenses incurred in maintaining the Lot.

No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate or remain upon any Lot or other portion of the Property. No nuisance or odors shall be permitted to exist, operate or remain upon or arise from any Lot or any other portion of the Property which are unsanitary, unsightly, offensive or detrimental to Persons using or occupying any other portion of the Property. Nocuious or offensive activities shall not be permitted or conducted in or on any Lot or Dwelling or any portion of the Common Area. Each Owner, his family, his Invitees, and all other Persons shall refrain from any act or use of a Lot, the Dwelling or other structures on the Lot, Common Area, which might cause disorderly, unsightly or unkept conditions or which might cause embarrassment, discomfort, annoyance or nuisance to the occupants of other portions of the Property or which might or would result in a cancellation of any insurance for any portion of the Property or which would be in violation of any law, governmental code or regulation, including, but not limited to firearms, archery equipment or other devices of a similar nature which may be classified as weapons. Without limiting the generality of the foregoing conditions, no exterior speakers, horns, whistles, bells or other sound devices shall be located, used or placed within the Property, except security, fire, adverse weather or similar alarm devices used exclusively for such purposes. Any Owner or other Person who dumps or places, or permits his family or Invitees to dump or place, any trash or debris upon any portion of the Property shall be liable to the Association for all costs and expenses for the removal of such trash or debris

incurred or paid by the Association which shall be payable immediately upon demand by or from the Association and shall be considered to be a Special Assessment against the Lot.

Section 12.15. Antennae and Satellite Dishes. No television antennae, television receiving device, radio receiver or similar device shall be attached to or installed on any Lot or any Dwelling or other structure on the Lot or any portion of the Property, unless approved by the Architectural Review Committee. Satellite dishes not exceeding twenty-four inches (24") in diameter are allowed; however, the location of such satellite dish on the Lot shall be approved by the Architectural Review Committee. No radio or television signals or any other form of electromagnetic radiation shall be permitted to originate from any Lot which may unreasonably interfere with reception of other signals within the Property. The Declarant and the Association shall have the right, but not the obligation, to install, operate, maintain and repair equipment necessary for master television antennae, cable television, mobile radio, security system or other similar systems within the Property. The Declarant or the Association may permit a private entity to provide such service for a fee.

Section 12.16. Lights. The design and location of landscape lighting fixtures shall be subject to the approval of the Architectural Review Committee. Neither the lighting fixtures nor any other illumination devices, including Christmas ornaments, located anywhere on the Dwelling or other structure or grounds of any Lot shall be located, directed or of such intensity so as to adversely affect the nighttime environment of any adjoining Lot or any portion of the Common Area.

Section 12.17. Pets. No animals, livestock or poultry of any kind, shall be raised, bred, kept, staked or pastured on any Lot or any portion of the Common Area, except dogs, cats, birds or other household pets for non-commercial purposes and which are kept in Dwellings or fenced yards and are not a source of annoyance or a nuisance to the Property or any Member. No kennels are permitted and no more than two (2) dogs or cats are allowed per residence. Any structure used to house such pets is subject to prior approval of the Architectural Review Committee. The Board of Directors shall have the right, but not the obligation, to prohibit or bar certain dogs or breeds of dogs or other household pets from any Lot or Dwelling or other structure on the Lot or any portion of the Property. Pets shall be attended at all times and shall be registered, licensed and inoculated as required by law. Pets shall not be permitted upon the Common Area unless accompanied by an adult individual and either carried or leashed. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets from time to time as considered necessary or appropriate, including more restrictive "leash" regulations. The Owner of any pet shall be responsible for cleaning up after such pet.

Section 12.18. Sales and Construction Activities. The Declarant is expressly permitted and authorized to construct and maintain such facilities and to conduct such activities as may be reasonably appropriate, necessary, required, convenient or incidental to the construction, completion, improvement and sale of Lots and/or Dwellings or the development of Lots, Dwellings and other improvements, the Common Area, including, without limitation, the installation and operation of sales and construction trailers, offices and other structures or other improvements. The location of any construction trailers of any Builder shall be subject to the

Declarant's approval. The right to maintain such facilities and conduct such activities specifically includes the right to use Dwellings as model residences, as offices for the sale of Lots and/or Dwellings, and for related activities. The Declarant is expressly permitted and authorized to use, stock, maintain, locate, store and place on any portion of the Property any and all equipment, tools and vehicles as may be reasonably appropriate, necessary, required, convenient or incidental to such construction, improvement, completion, sale or development, including, but not limited to, construction equipment and construction machinery, machines and vehicles.

Section 12.19. Time Sharing. No Lots or Dwellings shall be sold, assigned or leased under any time sharing, time interval or right-to-use programs or investments.

Section 12.20. Trespass. Whenever the Association and/or the Declarant is permitted by this Declaration to repair, clean, preserve, clear out or do any action on any part of the Property, including perform obligations or duties imposed on any Owner under this Declaration, then entering any Lot or any portion of the Property for such purposes and taking such action shall not be or be deemed to be a trespass.

Section 12.21. Replatting and Changes to Lot Lines. The Declarant expressly reserves the right to replat any Lot or Lots owned by the Declarant and to take such other action as may be reasonably appropriate, convenient or necessary to make such replatted Lot or Lots suitable for use as a building site for a Dwelling, including, but not limited to, the relocation of easements, walkways, rights of ways and other amenities to conform to the new boundaries of such replatted Lots. The boundary lines of any Lot not owned by the Declarant may be changed only with the written consent of the Board of Directors or the Declarant if the Declarant owns any Lots subject to the Declaration. An appropriate instrument shall be filed of record in the Land Records of the Madison County, Mississippi, to reflect any action set forth in the Section.

Section 12.22. Combination of Contiguous Lots. The provisions of this Section shall not prohibit an Owner of two or more contiguous Lots from combining such Lots into one larger Lot or prohibit the Owner of three or more contiguous Lots from combining such Lots into fewer Lots, provided that unless approved in writing by the Board of Directors or by the Declarant, each of the resulting Lots are larger and contain a minimum Lot frontage equal to or greater than the original frontage on the Lot having the least frontage before such Lots were combined. Thereafter, only the exterior boundary lines of the resulting larger Lot or Lots shall be considered in the interpretation of this Declaration. An appropriate instrument shall be filed of record in the Land Records of the Madison County, Mississippi, to reflect any action set forth in the Section.

Section 12.23. Certain Construction Rights. The Declarant expressly reserves the right, but the Declarant shall not be obligated, to build bridges or walkways across any natural or man made water area in, on, abutting or contiguous to the Property.

Section 12.24. Easement Interference. No structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the

installation or maintenance of utilities, or which may unreasonably change, diminish, obstruct, or retard the direction or flow of surface water runoff in any drainage easement, swale or channel.

Section 12.25. Water Wells and Septic Tanks. No water wells or septic tanks shall be permitted on any Lot and no Plans shall be approved by the Architectural Review Committee unless such Plans provide that the Lot will be served by the water and sewer system serving the Property. This restriction shall not prevent the Declarant from developing a community water and sewer system to serve the Property or other real property developments in proximity of the Property or dedicating such part of the Property to a governmental authority or company for the purpose of developing a water and sewer system to serve the Property.

Section 12.26. Reconstruction after Fire or Other Casualty Loss. If a Dwelling is partially or completely destroyed by fire or other casualty, the Owner of such Dwelling shall promptly clear the Lot or restore or reconstruct such Dwelling, as provided by the Bylaws.

Section 12.27. Vacant Lot Maintenance. Each Owner shall be responsible for the property seeding, fertilization, watering, mowing, and maintenance of any Lot which is vacant or undeveloped. If fill is placed on the Lot and the construction of the improvements is not promptly commenced and completed, the Owner will be required to maintain such Lot. Any Owner who fails to maintain his Lot shall be liable to the Association for all costs or expenses incurred in maintaining the Lot.

Section 12.28. Private Streets. At any time prior to dedication to a governmental entity, the Declarant may, but is not obligated to, declare the Streets in any Neighborhood to be Private Streets by filing a Supplementary Declaration to that effect. In such event, the Declarant shall convey to the Association within a reasonable time thereafter all right, title and interest in and to such Private Streets. Notwithstanding such conveyance, the Declarant shall be responsible for the construction of the Private Streets. The Private Streets will be constructed in accordance with generally acceptable standards for construction in residential neighborhoods in the City of Ridgeland, Mississippi. Prior to the final overlay of the surface or wearing course, the Declarant shall be responsible for the repair and maintenance of the Private Streets. After the Subdivision is 75% complete, the streets will be dedicated to the City of Ridgeland as Public Streets. The Declarant shall cause the construction of such Streets to be completed by overlaying the surface or wearing course of the pavement. The determination of such final construction shall be solely in the discretion of the Declarant. Upon completion of the overlay of the surface or wearing course, all responsibility for the repair and maintenance of such Street shall be assumed by the Association. Those residents on any Private Street or in any Neighborhood in which the Streets are designated as Private Streets shall be responsible for the repair and maintenance of such Private Streets, and gates thereon if installed pursuant to Section 12.22, and shall be subject to Assessments for such repair and maintenance. At any time 75% of the Members of any Neighborhood with Private Streets elect in writing, the Association shall dedicate the Private Streets in such Neighborhood to a governmental entity.

Section 12.29. Trees. No tree within ten (10) feet of any lot line on the perimeter of the Property which is greater than six (6) inches in diameter at ground level shall be cut without the consent of the Maison Bleu Architectural Review Committee, unless such tree is in eminent danger of falling.

Section 12.30. Commencement of Construction. The Owner of each Lot shall begin construction of a Dwelling on such Lot within eighteen months of the date of the Deed conveying title from the Declarant to the first Owner unless the Declarant or the Maison Bleu Architectural Review Committee grants an extension of time to begin such construction.

Section 12.31. Drainage. It shall be the responsibility of the Owner of each Lot to assure that the construction of a Dwelling on such Lot does not materially change or alter the drainage of stormwater on or across any Lot and to prevent any unusual or abnormal drainage or runoff of stormwater from such Lot onto any other Lot, any street, or any other part of the Property. The Declarant shall have no obligation or responsibility for any drainage or runoff of stormwater.

Section 12.32. Construction Cleanup. Prior to pouring the slab or constructing the foundation on any Lot, the Owner shall cause to be placed on such Lot a dumpster or other trash receptacle. All construction debris and other trash shall regularly be placed in such receptacle. No trash, debris or scrap materials shall be burned on any Lot.

ARTICLE XIII

ENFORCEMENT OF DECLARATION

Section 13.01. Compliance. If any provision of this Declaration is breached or violated or threatened to be breached or violated by any Owner, Member or other Person, each of the other Owners, each Member, the Declarant and/or the Association, jointly or severally, shall have the right, but not the obligation, to proceed at law or in equity to compel a compliance with, or to prevent the threatened violation or breach of, the provisions of this Declaration. If any structure or other improvement located on any portion of the Property, including any Lot, violates any provision of this Declaration, the Declarant and/or the Association, jointly or severally, shall have the right, but not the obligation, to enter upon any portion of the Property, including any Lot, to abate or remove such structure or other improvement at the cost and expense of the Owner of the Lot where such structure or improvement is located or which otherwise causes such violation, if the violation is not corrected by such Owner within 30 days after written notice of such violation. Any Person entitled to file or maintain a legal action or proceeding for the actual or threatened violation or breach of this Declaration shall be entitled to recover attorney's fees and other costs and expenses attributable to such action or proceeding, and the Association shall be entitled to recover and receive any other amounts specified in Section 6.03. Any such entry and abatement or removal shall not be or be deemed to be a trespass. The failure by any Person for any period of time to enforce any provision of this Declaration shall not be or be deemed a

waiver of the right to enforce or otherwise bar or affect the enforcement of any and all provisions of this Declaration at any time, including any future time.

Section 13.02. Enforcement. This Declaration and any Supplement thereto shall be enforced by any appropriate proceeding at law or in equity (i) against any Person who breaches or violates or threatens to breach or violate any provisions of this Declaration, (ii) to recover damages for any such breach or violation, (iii) to collect any amounts payable by any Owner to the Association under this Declaration, including Assessments, attorneys' fees, costs of collection, late charges, overhead charges or other amounts incurred by the Association to perform or discharge any obligation or duty of an Owner under this Declaration or otherwise specified under this Declaration or otherwise specified in this Declaration, including Section 6.03, and (iv) to enforce any lien created by this Declaration. There is hereby created and declared to be a conclusive presumption that any actual or threatened violation or breach of this Declaration cannot be adequately remedied by an action at law exclusively for recovery of monetary damages. The Declarant, the Association and each Owner by acceptance of a deed or other conveyance document to a Lot, waives and agrees not to assert any claim or defense that injunctive relief or other equitable relief is not an appropriate remedy.

ARTICLE XIV

GENERAL PROVISIONS

Section 14.01. Duration. This Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Declarant, the Association and the Owners of any Lot subject to this Declaration, and each one's respective legal representatives, heirs, devisees, successors and assigns, until December 31, 2029. After such date, this Declaration shall be automatically extended for the successive periods of ten years unless at least one year prior to the effective date of such abolishment or termination, a Supplement signed by a majority of the Owners has been properly filed for record to abolish, amend, or terminate all or a substantial portion of this Declaration.

Section 14.02. Amendments. Subject to any specific limitation or restrictions set forth herein, this Declaration or any Supplementary Declaration hereto may be amended or supplemented as follows:

(a) At any time there is a Class B Member, by an instrument executed by the Declarant and filed for record in Madison County, Mississippi.

(b) At any time there is not a Class B Member, by an instrument executed by the Owners of more than fifty percent (50%) (or such higher percentage if required hereunder) of the Lots subject to or affected by the Amendment or Supplementary Declaration.

Section 14.03. Interpretation. The provisions of this Declaration shall be construed to implement the purpose of the creation of a uniform plan for the development of the Property.

Section 14.04. Severability. Invalidation of any provision of this Declaration by judgment or court order shall not affect any other provisions of this Declaration which shall remain in full force and effect.

Section 14.05. Headings. The headings contained in this Declaration are for reference purpose only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 14.06. Notices to Owner. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the Person who appears as Owner on the records of the Association, or, if applicable, the Declarant, at the time such notice is mailed.

Section 14.07. Successors of Declarant. All or any portion of any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant under this Declaration may be assigned and transferred exclusively by the Declarant with or without notice to the Association. The designation of a successor or assignee as Declarant shall be made by a written instrument filed of record in the Land Records of Madison County, Mississippi. Such transfer may be made as to part or all of the Property.

Section 14.08. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any Lot, any deed or other conveyance document purporting to the effect such transfer shall contain a provision incorporating the provisions of this Declaration by reference. However, failure to include such provision shall not cause the Lot not to be subject to this Declaration.

Section 14.09. No Dedication to Public Use. No provision of this Declaration shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Area or Common Facilities by any public agency or authority or by any utility, or shall be interpreted as imposing upon any public agency or authority or any utility any responsibility or liability for the maintenance and operation of any portion of the Common Area or Common Facilities.

Section 14.10. Notice to First Mortgage Holders. The Association shall notify the holder of the First Mortgage on any Lot for which any Assessment shall be and remain delinquent for at least 60 days. The Association shall notify the holder of the First Mortgage on any Lot for which there is default by the Owner with respect to performance of any other obligation or duty under this Declaration which default remains uncured for at least 60 days following the date of such default. Any failure to give any such notice shall not affect the validity or priority of any First Mortgage on any Lot, and the protection provided in this Declaration to the holder of any First Mortgage shall not be altered, modified or diminished by reason of such failure. Any such failure shall not affect the validity of the lien of any Assessment or affect any of the priorities for liens as specified in Article VI.

No suit or other proceeding may be brought to foreclose the lien for an Assessment except after 10 days written notice to the holder of the First Mortgage encumbering the Lot which is the subject matter of such suit or proceeding.

Any holder of a First Mortgage on any Lot may pay any taxes, rents, utility charges, Assessments or other charges levied against the Lot or Common Area or Common Facilities which are in default and which may or have become a charge or lien against any Lot or the Common Area or Common Facilities, and may pay any overdue premiums on any hazard or liability insurance policy, of any policy, relating to any Lot or the Common Area or Common Facilities. Any holder of a First Mortgage who advances any such payment shall be due reimbursement of the advanced amount from the Owner of the Lot or the Association as the case may be; however, the Association shall not be liable for any amount advanced on behalf of any party other than itself.

Section 14.11. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended to limit or enlarge the terms and provisions of this Declaration. Whenever the context requires, the male shall include all genders and the singular shall include the plural.

Section 14.12. Exhibits. All Exhibits which are referred to in this Declaration are made a part of and incorporated into this Declaration by reference.

Section 14.13. Governing Law. The operation of the Association and the enforcement of these covenants shall be governed by and construed in accordance with the laws of the State of Mississippi.

ARTICLE XV

DECLARANT'S RIGHTS AND RESERVATIONS

Section 15.01. Declarant's Rights and Reservations. No provision in the Articles, the Bylaws or this Declaration shall limit, and no Owner or the Association shall interfere with, the right of Declarant to (i) subdivide or resubdivide any portions of the Property, (ii) complete or alter improvements or refurbishments to and on the Common Area or any portion of the Property owned by Declarant, or (iii) alter the construction plans and designs, or construct such additional improvements or add future phases as Declarant deems advisable during development of the Property. Such right shall include, but shall not be limited to, the right to install and maintain such structures, displays, signs, billboards, flags and sales offices as may be reasonably necessary for the conduct of Declarant's business or completion of the work and disposition of the Lots by sale or otherwise. Each Owner by accepting a deed or other conveyance document to a Lot hereby acknowledges that the activities of Declarant may temporarily or permanently constitute an inconvenience or nuisance to the Owners, and each Owner hereby consents to such inconvenience or nuisance.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly executed on this the _____ day of August, 2012.

H&R DEVELOPMENT, LLC
a Mississippi limited liability company

BY: _____
Sid Robinson, Chief Manager

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY APPEARED before me, the undersigned authority in and for the aforesaid county and state, on this _____ day of August, 2012, within my jurisdiction, the within named Sid Robinson, who acknowledged that he is the Chief Manager of H&R Development, LLC, a Mississippi Limited Liability Company, and that for and on behalf of and as the act and deed of the Company, he executed the above and foregoing instrument after first having been duly authorized by the Company so to do.

NOTARY PUBLIC

My commission expires:

MEMORANDUM

To: Mayor and Board of Aldermen

From: Alan Hart, Director
Community Development Department

Mike McCollum, Director
Public Works Department

Date: September 12, 2012

Re: Preliminary Plat:

MAISON BLEU

We recommend that the Mayor and Board of Aldermen approve the above referenced Preliminary Plat, Covenants, and Architectural Guidelines. This subdivision is a small lot subdivision with 15' front setbacks and a 1,900 square foot minimum. Very strict Architectural Guidelines are also attached.

The Community Development and Public Works Departments have reviewed the above referenced subdivision documents in accordance with the City of Ridgeland Subdivision Regulations. The Zoning Board met to receive the documents at its regularly scheduled meeting on August 9, 2012.

The following variance to the Subdivision Regulations is requested:

1. Reduction from the requirement to plant two (2) trees per lot to one (1) tree per lot. Based on the configuration of the lots and the front yard dimensional variance granted, the size of the lots, and the size of the planned houses, it was recommended by Community Development that each lot owner only be required to plant one (1) tree.

Thank you for your consideration of this matter. Please contact me if you have any questions.

mailing address: p.o. box 217 • ridgeland, ms 39158
street address: 304 highway 51 • ridgeland, ms 39157
ph: 601.856.7113 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Alan Hart, asla – director of community development

board of aldermen: D.I. Smith - at - large • Ken Heard, cmo - ward 1 • Chuck Gautier - ward 2 • Kevin Holder - ward 3
Brian P. Ramsey - ward 4 • Scott Jones, mayor pro tempore - ward 5 • Wesley Hamlin - ward 6



MEMORANDUM

To: Mayor and Board of Aldermen

From: Alan Hart, Director
Community Development Department

Date: September 18, 2012

Re: Preliminary Plat:

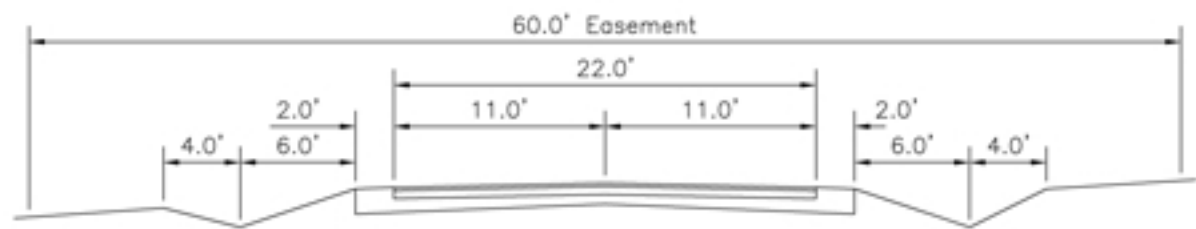
MAISON BLEU

Based on the discussion in the Work Session, the approval of the referenced Preliminary Plat and Covenants shall be on the condition that the covenants cannot be amended without the approval from the Mayor and Board of Aldermen until such time that the homeowners take over the Association. Once the homeowners take over the Association, the normal rules for amendments as described in the Covenants shall apply. Thank you for your consideration of this matter. Please contact me if you have any questions.

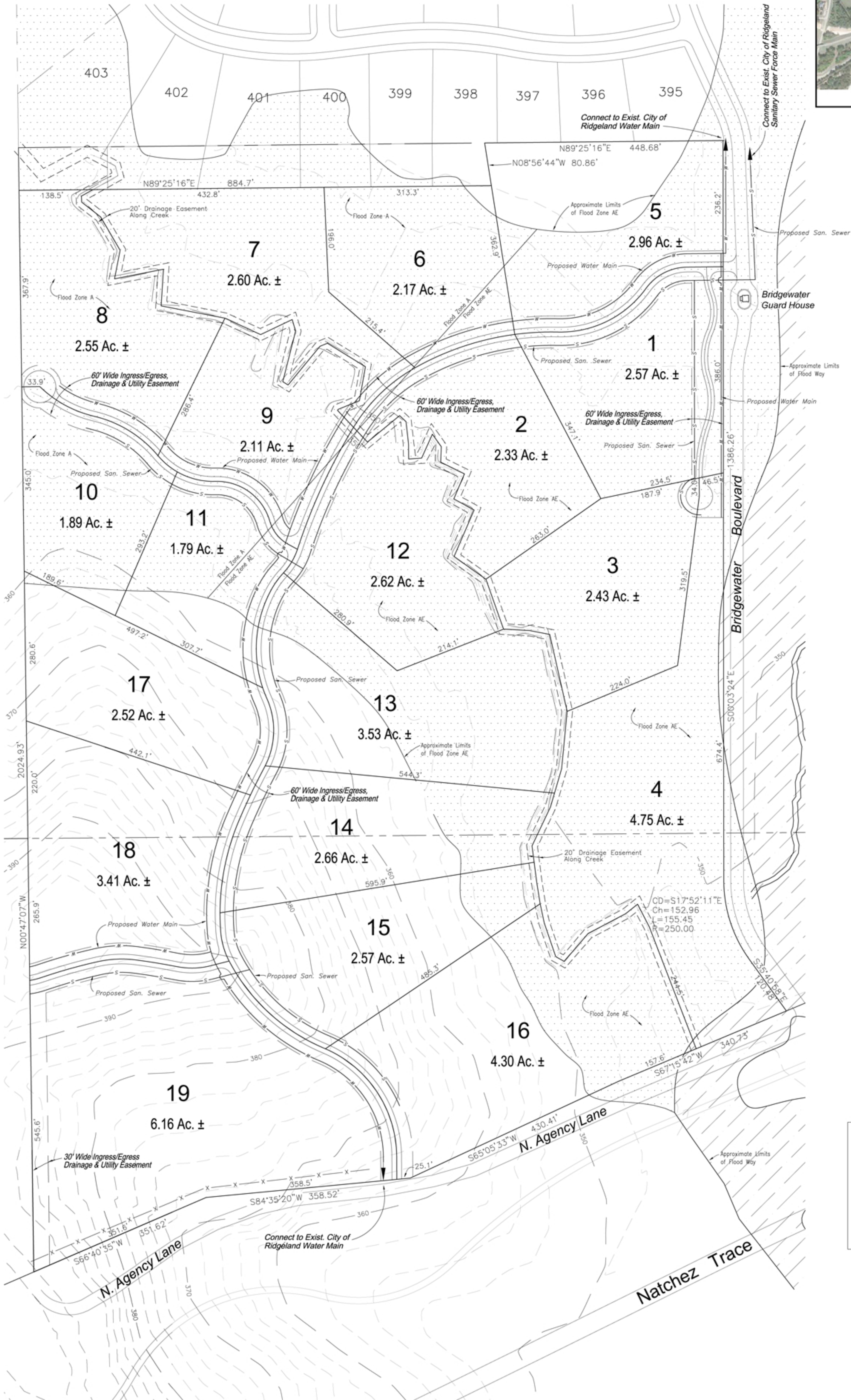
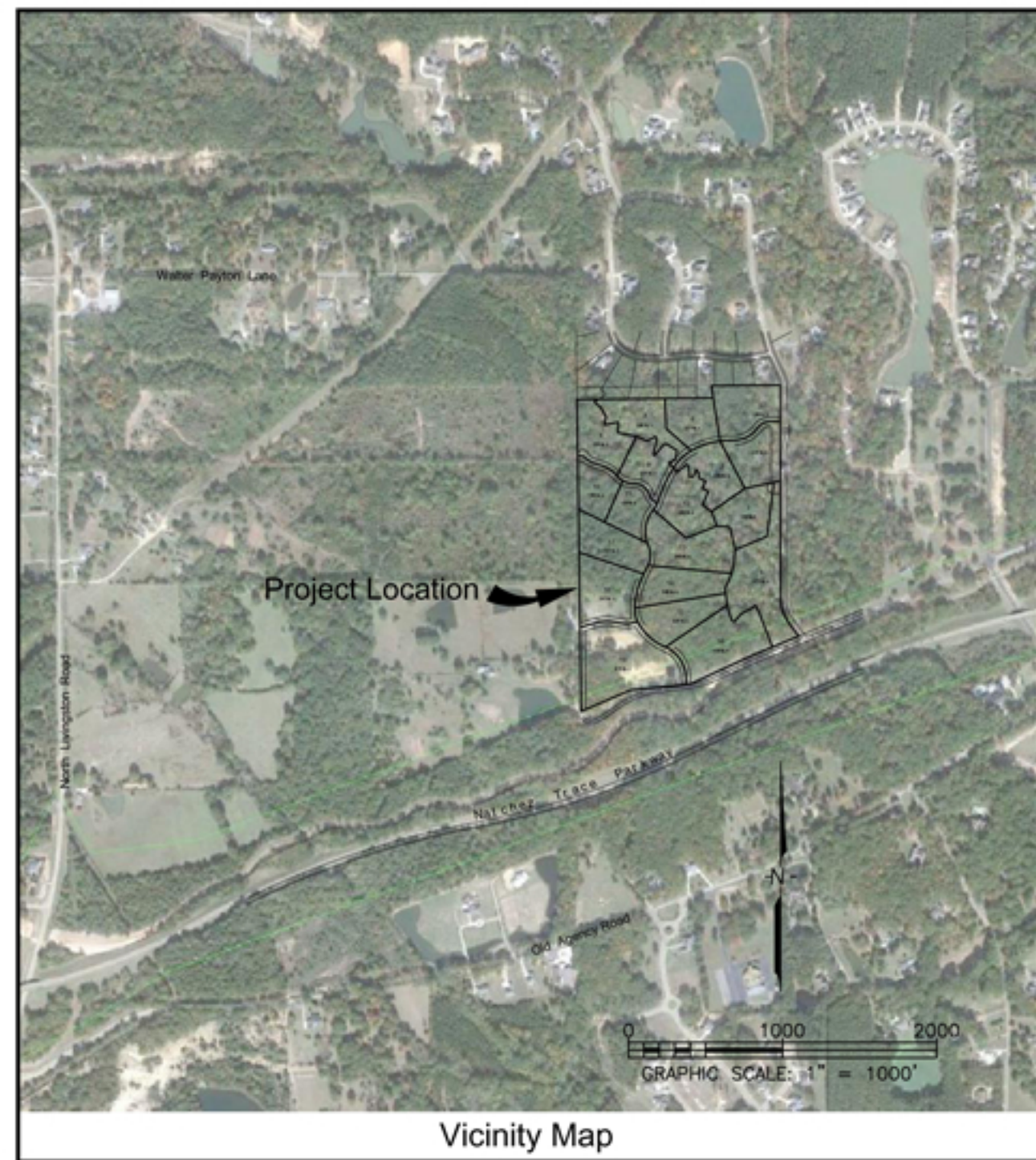
mailing address: p.o. box 217 • ridgeland, ms 39158
street address: 304 highway 51 • ridgeland, ms 39157
ph: 601.856.7113 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Alan Hart, asla – director of community development

board of aldermen: D.I. Smith - at - large • Ken Heard, cmo - ward 1 • Chuck Gautier - ward 2 • Kevin Holder - ward 3
Brian P. Ramsey - ward 4 • Scott Jones, mayor pro tempore - ward 5 • Wesley Hamlin - ward 6



Typical Street Section
N.T.S.



PROPERTY DESCRIPTION:
A parcel of land lying and situated in the Southwest ¼ of Section 22, the North ½ of Section 27 Township 7 North, Range 1 East, Madison County, Mississippi, more particularly described as follows:

For a Point of Beginning commence at commencement at a point which is 2.11 feet S 89 degrees 25 minutes 16 seconds W of an iron pin marking the southeast corner of Lot 395 of Bridgewater Nine, a subdivision, the map or plat of which is on file and of record in the Office of the Chancery Clerk of Madison County, Mississippi. From said Point of Beginning run thence S 00 degrees 03 minutes 24 seconds E for a distance of 1,386.26 feet to a point, said point being the point of curvature of a curve to the left; thence along said curve for a distance of 155.45 feet, having a radius of 250.00 feet, a chord bearing of S 17 degrees 52 minutes 11 seconds E, a chord length of 152.96 feet to a point; thence run S 35 degrees 40 minutes 58 seconds E for a distance of 120.48 feet to a point on the Northerly Right of way of the Natchez Trace; thence along the said right of way run S 67 degrees 15 minutes 42 seconds W for a distance of 183.11 feet to a point; thence run S 67 degrees 15 minutes 42 seconds W for a distance of 157.62 feet to a point; thence run S 65 degrees 05 minutes 33 seconds W for a distance of 430.41 feet to a point; thence run S 84 degrees 35 minutes 20 seconds W for a distance of 358.52 feet to a point; thence run S 66 degrees 40 minutes 35 seconds W for a distance of 351.62 feet to a point; thence leaving the said section line run N 00 degrees 47 minutes 07 seconds W for a distance of 2024.93 feet to a point; thence run N 89 degrees 16 minutes 16 seconds E for a distance of 884.7 feet to a point; thence run N 08 degrees 56 minutes 44 seconds W for a distance of 80.86 feet to the point on the southerly line of said Bridgewater Nine; thence run N 89 degrees 25 minutes 16 seconds E along the said southerly line for a distance of 448.68 feet to the point of beginning. This parcel contains 53.17 acres, more or less.

Note:

1. This property is in City of Ridgeland, Madison County, MS
2. Sanitary Sewer Service to be provided by the City of Ridgeland.
3. Water Service by the City of Ridgeland.
4. Sewer Service to all Lots shall be Low Pressure Force Main by City of Ridgeland.
5. Contours shown hereon were derived from USGS Quad Map.
6. Roadway shall be a Private 22' Wide Shared Asphalt Road. (See Typical Section)

Flood Information:
Map 28089C0566F & 28089C0565F, Maps Revised March 17, 2010
Property Located in FEMA Firm Flood Zones as shown.

SHEET

1

DRAWING NAME:
Bridgewater Twelve NAL Addition Prel
DRAWN BY:
B.C.B.
DATE OF DRAWING:
6/26/2012
CHECKED BY:
N.P.W.
PROJECT NO.
158-02

CLIENT:

Tom Bobbitt

PROJECT:

Proposed Preliminary Plat For:
Bridgewater Twelve, North Agency Lane Addition, Phase One
Madison County, Mississippi

BANKS ENGINEERING & SURVEYING,
115 LONE WOLF DRIVE, SUITE "B" • MADISON, MS 39110
OFFICE (601) 407-1240 • FAX (601) 407-1245

North Agency Lane at Bridgewater

Architectural Review Committee

Architectural Design Guidelines

TABLE OF CONTENTS

I. – INTRODUCTION.....	3-4
A. North Agency Lane at Bridgewater Goals and Objectives	
B. Architectural Review Committee Statement	
C. Intent of Architectural Design Guidelines	
D. Disclosures	
II. – ARCHITECTURAL REVIEW COMMITTEE –GENERAL INFORMATION.....	5-7
A. Architectural Review Committee (“ARC”)	
B. Architectural Control Coordinator (“ACC”)	
C. Function and Authority	
D. Damage Deposit Policy	
III. – REQUIRED DOCUMENTATION FOR SUBMITTAL.....	8-10
A. Notice	
B. Use and Approval of Design Professionals	
C. Builder Requirements	
D. Submittal Requirements	
E. Plan Requirements	
IV. – DESIGN REVIEW PROCESS AND ARCHITECTURAL CONTROL PROCEDURES.....	10-13
A. Review of Design Submissions	
B. Design Review Process	
V. – SITE PLANNING AND LANDSCAPE DESIGN.....	13-21
A. Introduction	
B. Preservation of Natural Features	
C. Location of House on Site	
D. Building Requirements	
E. Grading and Drainage	
F. Design Criteria	

ARCHITECTURAL REVIEW COMMITTEE
Architectural Design Guidelines

VI. – ARCHITECTURAL DESIGN.....	21-26
A. Introduction	
B. Design Criteria	
VII. – GENERAL RULES FOR ALL PROPERTY OWNERS CONTRACTORS AND SERVICE PERSONNEL.....	27-29
VIII. – PROCEDURES FOR VIOLATION OF COVENANTS OR ARCHITECTURAL DESIGN GUIDELINES.....	30-31
IX. – LOT/HOMEOWNER ASSESSMENTS.....	32
 APPENDIX 1.....	 33-41
Form A. Builder Application	
Form B. Builder/ Contractor Insurance Verification	
Form C. Sub-Contractor List	
Form D. Design Review Application	
Form E. Design Review and Control Acknowledgement	
Form F. Home Specifications/ Color Palette	
Form G. Request for Approval	
Form H. Request for Final Approval	
Form I. ARC Schedule of Fees	
 APPENDIX 2. REFERENCE MATERIALS.....	 42-46
Refer. A. Bridgewater Approved Landscape Architects and Designers	
Refer. B. Submittal Plan Checklist	
Refer. C. Building Requirements	
 APPENDIX 3. –DETAILS.....	 47-49
Detail A. Driveway Apron and Sidewalk Detail	
Detail B. Signage Detail	
Detail C. Mailbox Detail	

ARCHITECTURAL REVIEW COMMITTEE
Architectural Design Guidelines

SECTION. I. INTRODUCTION

A. NORTH AGENCY LANE at BRIDGEWATER GOALS AND OBJECTIVES:

PGT, Inc. (herein after known as “Declarant”) is dedicated to the protection and preservation of the natural landscape and topography within the master planned community. It is the intent of the Declarant and the North Agency Lane at Bridgewater Home Owners’ Association (herein after known as the “HOA”) to identify the described various landscape elements and basic principles needed to promote the preservation of the native landscape, blend new landscape materials into the existing forest boundary, and outline planting schemes to accent new improvements.

B. ARCHITECTURAL REVIEW COMMITTEE STATEMENT:

The B Architectural Review Committee (here in after known as “ARC”), a committee under the HOA, has updated, amended, and restated the following architectural design guidelines (the “Architectural Design Guidelines”). These architectural design guideline are in addition to and not a substitute for all restrictions set forth in the Declaration of Covenants and Restrictions on file in the Office of the Chancery Clerk of Madison County (the “DCR”). Property Owners, builders, and/or contractors (collectively, the “Applicant”) agree to abide by these Architectural Design Guidelines as well as the rules under the DCR, and further acknowledge that the ARC reserves the right to amend these Architectural Design Guidelines at any future time as it deems necessary.

C. INTENT OF THE ARCHITECTURAL DESIGN GUIDELINES:

The intent of these Architectural Design Guidelines is not to impose hardship, but to set and maintain a level of respect and professionalism among all builders and homeowners. Architectural Design Guidelines are composed and established to provide Property Owners, Architects and Contractors with a set of parameters for the preparation of their drawings, specifications and plans. The authority for the Architectural Review Committee is established in Article VI of the Declaration Of Covenants, Conditions and Restrictions for Bridgewater of record in Book 2176 at Page 0221 and into which these guidelines are included by reference. The Architectural Design Guidelines are incorporated in the Covenants and made a part thereof.

Great care has been taken in the planning, design and construction phases to insure aesthetic harmony within Bridgewater. To this end it is of utmost importance that this special character not be compromised by architectural designs and site plans improperly conceived, unresolved or poorly executed. Only those plans designed by professional Residential Designers or Architects whose qualifications are approved by the Architectural Review Committee will be accepted. The criteria used in determining the qualifications of a Designer or of an Architect will be within the sole province of the Architectural Review Committee.

ARCHITECTURAL REVIEW COMMITTEE
Architectural Design Guidelines

For this reason, an Architectural Review Committee (herein shall be referred to as the “ARC”) shall review and approve all construction, designs and plans for:

- Consideration of primary site design requirements.
- Sensitivity to the existing landscape features of each site.
- The visual relationship or physical impact on surrounding homesites by the proposed home.
- Excellence of architectural design.

By encouraging quality and attention to detail, and adherence to the requirements and recommendations of the Architectural Review Committee and these Architectural Design Guidelines, aesthetic harmony, natural tranquility and overall property values at Bridgewater shall be enhanced and preserved. Please understand that there will be no compromise in the enforcement of the Architectural Design Guidelines. We appreciate the commitment in making North Agency Lane at Bridgewater a better community.

D. DISCLOSURES

These architectural design guidelines may be amended or supplemented from time to time. Please have your copy of the guidelines dated and initialed when you pick them up. Advise Developer in writing that you are in the process of design, landscaping, etc., and to advise you of any change in these guidelines in a timely manner.

Bridgewater intends to enforce these regulations for the protection of all Property Owners. Failure to abide by these rules may result in the loss of your privilege to enter the gate, forfeiture of deposit, stoppage of construction, liens being filed against the property and/or prosecution to the full extent of the law. Attorneys representing the ARC shall be paid from the Property Owner’s damage deposit. All expenses of any litigation, arbitration, and/or mediation, including but not limited to attorney fees, which HOA and/or ARC, in their sole discretion, are required to expend in the enforcement of the Architectural Design Guidelines (hereinafter “ADG”) shall be paid from the Property Owner’s damage deposit as set forth in section II, D, (1) and (2) of the ADG and/or as otherwise determined by a court of law, arbitrator or agreement between the ARC and a Property Owner. Property Owner shall be responsible for expenses which exceed the funds available from his damage deposit.

No statements contained herein shall be construed to invalidate, impair, or supersede any regulations, codes, or rules enacted by the state, city, county, or any other political subdivision encompassing the North Agency Lane at Bridgewater Community.

ARCHITECTURAL REVIEW COMMITTEE
Architectural Design Guidelines

SECTION. II. ARCHITECTURAL REVIEW COMMITTEE – GENERAL INFORMATION

A. ARCHITECTURAL REVIEW COMMITTEE (“ARC”):

(1) Definition: The ARC shall be appointed by the Declarant, or the Board of Directors of the North Agency Lane at Bridgewater Owners’ Association. The ARC shall have the authority and responsibility to approve or disapprove all residence construction within the North Agency Lane at Bridgewater Community.

(2) The Bridgewater ARC shall consist of a partner of the Declarant, and may also include an architect, a landscape architect, an Architectural Control Coordinator, a site inspector and/or others deemed appropriate by the partner of the Declarant. Their responsibilities shall include verifying that the plans and specifications meet these architectural design guidelines and the DCR.

(3) All decisions and actions of the Architectural Review Committee shall require an affirmative vote of a majority of its members. The ARC will use the Architectural Design Guidelines for the general purpose of reviewing proposed construction but will consider the merits of any particular project because of special conditions that are felt to provide benefits to the adjacent areas, the specific site, or to the community as a whole.

(4) Bridgewater is designed to be a unique community of residential properties. The Covenants, Conditions and Restrictions do not list specific design items necessary for plan approval. The authority to approve specific building plans rests solely with the Architectural Review Committee. The ARC does not seek to restrict individual creativity or preference, but rather to maintain a visually pleasing and appropriate appearance for each homesite within the community.

(5) Notwithstanding the fact that architectural design and “excellence” is and will be a subjective thing, and that there may be some difference of opinion in judging design and “excellence in design”, nevertheless, any person or party acquiring and owning a lot in Bridgewater understands and agrees to the criteria herein set forth and agrees to be governed thereby.

B. ARCHITECTURAL CONTROL COORDINATOR (“ACC”):

(1) Definition: The ACC shall be appointed by the Declarant, or the Board of Directors of the North Agency Lane at Bridgewater Home Owners’ Association and shall serve as chairman of the ARC.

ARCHITECTURAL REVIEW COMMITTEE
Architectural Design Guidelines

(2) A person with skills deemed appropriate by Declarant will be appointed member of the ARC and perform the duties of the ARC Coordinator. (ACC)

(3) The ACC may designate a qualified assistant who shall, during his/her absence or disability, exercise all the powers of the appointed ACC. The ARC will be promptly notified whenever his assistant performs an observation.

(4) The ACC will provide a construction status report to the ARC and or the Board of Directors on all new home construction on a quarterly basis per year.

C. FUNCTION AND AUTHORITY:

The ARC shall have the responsibility for maintaining the general harmony of all lot construction within North Agency Lane at Bridgewater Community. The ACC shall have the authority, but not the obligation, to:

(1) Architectural Review:

- a. Conduct a Preliminary Review with the Lot owners, builder/contractors and advise them of the Architectural Design Guidelines.
- b. Approve preliminary review containing (front elevation, floor plan, and site plan).
- c. Collect all submittal requirements such as applications, plans, samples, specifications, fees, deposits, and a copy of the deed to lot under review.
- d. Call, prepare, and direct all scheduled meetings of the ARC.
- e. Prepare and direct ARC meetings
- f. Obtain and compile all ARC members' comments and/or changes into approval letters.
- g. Sign off on plans along with one other member from the ARC, to formally approve plans for permits.
- h. Conduct post-meetings with the Applicant(s) to review comments and/or changes made by the ARC within thirty (30) days of the reviewed date.

(2) Architectural Control:

- a. Pursuant to Article V., Section B. of the DCR, enforcement should be carried out by the North Agency Lane at Bridgewater ARC.
- b. Enforce all Architectural Design Guidelines promulgated by the North Agency Lane at Bridgewater ARC.
- c. The ACC will provide a construction status report to the ARC and/or the Board of Directors on all new home construction quarterly for each year.
- d. Conduct a pre-site meeting with the Applicant(s) and City Inspector to verify all site issues pertaining to the pre-site meeting sheet are correctly documented and discussed with the involved parties prior to commencement of construction.
- e. The ACC will approve that the applicant has preformed all requirements to Section III.D. herein.
- f. File Notice of Necessity to Comply on lot under review within (30) days from review date.

ARCHITECTURAL REVIEW COMMITTEE

Architectural Design Guidelines

- g. Request the Applicant(s) or Builder to halt construction if there is evidence that construction is not in accordance with the approved plans, the Architectural Design Guidelines and the DCR.
- h. Conduct site meeting observation(s) for approval of elevations.
- i. Conduct site meeting observation(s) for approval of hardscape.
- j. Conduct site meeting for Final Approval and list to be given to Applicant(s) or Builder to be addressed.
- k. Once list is addressed by Applicant(s) or Builder the ACC may then give Final Approval.
- l. File Certificate of Compliance on lot under review no later than (30) days from Final Approval Date.
- m. Approve damage deposit refunds (in all or part) to the Applicant(s).

D. DAMAGE DEPOSIT POLICY AS OF Sept. 1, 2012:

(1) In addition to the \$650.00 Initial Architectural Review Fee as described in Appendix 1 herein, the Property Owner or Contractor shall place a cash deposit with the Architectural Review Committee at the time of submittal for final design approval. This deposit, (hereinafter "Damage Deposit"), as established by the Committee is \$2,000.00. This \$2,000 deposit will be refunded upon completion of all work, improvements and landscaping, and upon acceptance by the Committee provided there is no damage by the Owner and/or his Contractors or agents to public and private improvements, common areas, or other lots within the community* and all trash and debris have been disposed of on a timely basis according to these Bridgewater Architectural Design Guidelines. In the event Declarant finds he must intervene in order to resolve any job site issue, i.e. non-compliance with any approved submittal, trash or mud removal, silt fence installation or maintenance, access drive conditions, litigation or the threat thereof, other issues whether addressed under these guidelines or not, the damage deposit shall be forfeited to the extent these funds are used to resolve the issue. Declarant is not obligated to intervene but can and will intervene if Declarant is of the opinion that intervention is necessary to protect the interest of other lot owners, Declarant or the Bridgewater Community. Payment of the deposit and fee shall be made with two separate checks in the amount of \$2,000.00 for damage deposit fee and \$650.00 for the ARC fee payable to the order of PGT, Inc. ("ARC"). In the event said Deposit is reduced because of some act of, action or failure to act or noncompliance by Owner as stated herein, then upon demand of the ARC the Owner shall within fifteen (15) days, restore the balance to the amount set forth in this paragraph. The process of the Property Owner restoring the damage deposit amount (\$2,000.00) shall continue until such time as all disputed issues are fully and finally resolved and all attorney fees and expenses of litigation and/or arbitration and/or mediation have been paid in full.

(2) The Applicant acknowledges that the ARC has the right to deposit such damage deposit in an interest bearing account as designated by the HOA. The Applicant hereby agrees that all such interest that accrues on the damage deposit shall be earned by the HOA and become the property thereof. Applicant hereby waives any rights in and to the interest so accrued.

ARCHITECTURAL REVIEW COMMITTEE
Architectural Design Guidelines

SECTION. III. REQUIRED DOCUMENTATION FOR SUBMITTALS

A. NOTICE

Guidelines for North Agency Lane at Bridgewater are revised from time to time. Please contact Mike Rosenthal at mikerosenthal3380@gmail.com for the latest revision prior to making any related decisions. If you do not share these Guidelines with your Contractor, Designer, Engineer and Landscape Architect and insist upon their strict adherence to these Guidelines, your submittal will likely be unacceptable. Four sets of complete plans shall be submitted at least 30 days prior to the date you wish to start construction. (Refer to the Submittal Plan Check List “Appendix 2. Reference B.”) to verify the submitted materials meet ARC Submittal requirements.

All proper forms shall be submitted by the property owner or his agent to the ARC. Included with the application shall be such plans and documents and other information as specified in the following sections and as requested by the ARC. Written approval by the ARC shall be received before commencement of any clearing, grading or construction activity. The authority to approve building and landscape plans is vested solely in the ARC.

B. USE AND APPROVAL OF DESIGN PROFESSIONALS

All plans for new structures and additions to existing structures shall be prepared by licensed professionals or otherwise qualified architects, landscape architects, engineers or other qualified designers. It is highly recommended that a team of qualified professionals be used in the preparation of plans. (Refer to “Appendix 3.Reference A.” Approved Landscape Architects and Designers herein.) Majority of all plans that are turned down are because of unacceptable grading, site, architectural, and landscape plans. Only submittals from those Approved by the Architectural Review Committee shall be accepted.

C. BUILDER REQUIREMENTS:

(1). Builders Approval

To Become an approved builder in North Agency Lane at Bridgewater, the builder/ contractor shall complete, submit, and have approved Forms A and B with appropriate attachments (Refer to Appendix 1 herein). The Builder Provisional Approval is based on the application with the intent of only the first project within North Agency Lane at Bridgewater. Strictly adhering to Architectural Control shall set grounds for future projects within North Agency Lane at Bridgewater. Failure to comply with the North Agency Lane at Bridgewater ARC, these Architectural Design Guidelines, and the DCR may result in further projects being disapproved or revoked.

ARCHITECTURAL REVIEW COMMITTEE
Architectural Design Guidelines

Failure to comply with these items will result in the use of the damage deposit for any repairs, cleanup, or fines incurred pursuant to ("Section II.D." herein) without notice to the Applicant. Additionally, the ARC, on behalf of the HOA, may enforce any of these Architectural Design Guidelines to the extent necessary pursuant to the DCR, including a judgment against you and/or the property for the amount expended to remedy the situation and all costs incurred therewith including the costs of litigation or the threat thereof.

(2). Property Owner's Approval

To build a home on your intended lot, the Property owner shall have an approved builder on file with the North Agency Lane at Bridgewater ARC. The Property Owner shall follow all steps in the Design Review Procedures (Refer to Section IV herein), the Architectural Control Procedures (Refer to Section V. herein), and the General Rules for All Property Owners Contractors and Service Personnel (Refer to Section VIII. herein).

D. SUBMITTAL REQUIREMENTS:

(1). Preliminary Design Review

All Preliminary Design Review submittal requirements are as follows:

- (a.) Shall have a copy of the filed deed to the lot under review (proof of ownership to lot)
- (b.) Shall have completed Design Review Application form D, E (Refer to Appendix 1 herein)
- (c.) Preliminary Floor plan to be drawn at a $\frac{1}{4}"=1'-0"$ scale
 - Overall dimensions
 - Square footage
 - Contact Information of Architect/Designer and Owner
- (d.) Preliminary Building Elevations / Schematic Drawings to be drawn at a $\frac{1}{4}"=1'-0"$ scale
 - Exterior Materials
 - Overall dimensions
 - Contact Information of Architect/Designer and Owner

(2). Final Design Review

All Final Design Review submittal requirements are as follows:

- (a.) Shall have a builders approval on file with the Bridgewater II ARC
- (b.) Shall have a copy of the filed deed to the lot under review (proof of ownership to lot)
- (c.) Shall have completed Design Review Application form B-F (Refer to Appendix 1 herein)
- (d.) Shall have checks for applicable fees and deposits
(ARC Schedule of Fees; Refer to Appendix 1 herein)
- (e.) Shall have all four (4) sets of Architectural, Grading, Site, and Landscape Plans which meet all Plan Requirements (Refer to Section III.D. herein) **Note: If there are discrepancies between the Site Plan and the Landscape Plan, the ARC will assume the Landscape Plan was drawn last and will therefore consider the Landscape Plan to take**

ARCHITECTURAL REVIEW COMMITTEE

Architectural Design Guidelines

precedence and be considered as an accurate account of what will be built.

E. PLAN REQUIREMENTS:

(1), (2), (3), (4): Please refer to and use the check lists shown in Appendix 2, "Submittal Plan Checklist, Reference B"

(5). Foundation Plan Requirements:

Homebuilders often wait until the on-site construction has begun to "work out" the foundation. This custom is precarious in hilly and/or wooded terrain. The planning and design of the foundation and its relationship to the elevations and grading plans submitted is very important. A foundation plan shall be presented as part of the construction drawings. Our approval of your foundation plan has nothing to do with structural design or integrity; we are not qualified to discern such matters. We are particularly concerned with aesthetics, i.e. the appearance of the foundation as it is integrated with the rest of the home, and with slopes that are too steep or that endanger trees. Elevations shown on the foundation plan must agree with what is on the grading plan!

(6). Final Construction Specifications.

(7). Property Owner's Proposed Construction Schedule.

SECTION. IV. DESIGN REVIEW PROCESS AND ARCHITECTURAL CONTROL PROCEDURES

A. REVIEW OF DESIGN SUBMISSIONS:

The ARC has established the following procedures for review of grading, site, architectural, and landscape designs. In addition to the design review procedures, the applicant for design review is encouraged to contact the ACC during the design review procedures for clarification of the Architectural Design Guidelines and design review comments and/or changes. Final design approval shall be effective for a period of six (6) months from the final approval date upon the approved set of plans; thereafter, commencement of construction shall require re-approval. The application for approval, fee and all other materials specified herein for Committee consideration shall be sent to:

Architectural Review Committee
c/o Mike Rosenthal
PGT, Inc.
220 Hickory Road
Ridgeland, Mississippi 39157

ARCHITECTURAL REVIEW COMMITTEE

Architectural Design Guidelines

It is the sole responsibility of the Property Owner to acquaint his or her architects, advisors and Contractors with the architectural review process and the Architectural Design Guidelines, compliance with the design review process and the architectural design guidelines being the joint and several obligations of the Property Owner and his agents and contractual participants. Compliance with all local and state governmental regulations and obtaining all necessary permits and fees shall be the obligation of the Property Owner. A fee of \$650.00 payable to PGT, Inc. is required with the Application to offset the cost of architectural consultants for the ARC. The ARC shall not consider applications from parties who do not own the proposed lot for which the submittal is to be reviewed.

It is important to understand that any deviation from this process may cause unnecessary delays and/or additional costs to the Property Owner, as well as revocation of building permits and/or withholding a certificate of occupancy. If, at the time of submitting the application and the presentation of various documents and materials to the ARC in support of owner's project, and such documents and materials are considered inadequate or in some respects do not meet a) requirement(s) or b) standard(s) set forth herein for the proposed improvements, the Property Owner shall effect such changes, amendments or clarifications as necessary to meet and comply with the specifications and requirements of the Architectural Design Guidelines as interpreted or recommended by the ARC. For the second or for any subsequent hearing for the consideration of Property Owner's petition and presentation of supporting materials, the Property Owner shall pay PGT, Inc. the amount of \$200.00, which amount shall be tendered at the time of filing for the rehearing of the ARC.

B. DESIGN REVIEW PROCESS AND ARCHITECTURAL CONTROL PROCEDURES

(1) The Applicant shall inform the ACC prior to commencement of any construction activity of any type on any residential lot of the Applicant's intentions to build.

(2) The builder/contractor of the property shall have an approved builder application on file with the ACC.

(3) The applicant may submit plans for a preliminary design review with the ARC to help avoid unnecessary design revisions and delays in the construction process. This process helps avoid problems before too much time and money is invested in preparation of plans for final design review. The ARC strongly recommends the Applicant become familiar with the North Agency Lane at Bridgewater DCR and the Architectural Design Guidelines prior to obtaining an application.

(4) The applicant shall schedule a pre-site meeting with the ACC to discuss site issues after the final design review (common area and waterfront lots shall require special considerations).

(5) The Applicant shall submit the Architectural Design Review Application "Appendix 1" herein, payment for the damage deposit and architectural review fee (see Schedule of ARC

ARCHITECTURAL REVIEW COMMITTEE

Architectural Design Guidelines

Fees), a copy of the filed deed to lot under review, and five (4) copies of each plan and the specifications. Plans should include all items enumerated on the Plan Requirements (see Section III.E. herein).

(6) The ACC will send an approval/disapproval letter within thirty (30) days after review of submitted plans. If disapproved, the Applicant should consult with the ACC on the procedure to bring the plans within guidelines.

(7) In order for the ARC to give approval for permitting. The Applicant shall perform the following:

- a. If lot under review is a waterfront lot, or common area lot, the silt fence adjacent to any such property shall be installed with wire reinforcement buried a minimum of 4" and lined with staked hay bales.
- b. Provide a dumpster no smaller than 10 cubic yards in size upon the lot under review for construction unless waived by the ACC.
- c. Provide a temporary facility (Port-A-John) and temporary utilities per the City of Ridgeland ordinances.
- d. Provide finished pad, silt fence and a 20' minimum temporary gravel drive per pre-site meeting.
- e. The final plans shall be signed when the above items are completed per submitted plans to the ARC. The ACC shall then file a Notice of Necessity to Comply in the office of the Chancery Clerk of Madison County (the "Notice") against the lot.

(8) Construction may commence upon receipt of a letter of approval from the ARC, and a building permit from the City of Ridgeland.

(9) The Applicant and builder/contractor shall comply with all General Rules for All Property Owners Contractors and Service Personnel (see Section VIII. herein).

(10) The Applicant shall halt construction if there is evidence presented by the ACC that construction is not in accordance with the approved plans, the Architectural Design Guidelines and/or the DCR. Should the ARC, at its sole discretion, be compelled or required to employ the services of an attorney in order to address and/or enforce any provisions contained in Section IV hereof, or any of the conditions and/or terms of these Architectural Design Guidelines, then the Applicant and/or Property Owner shall be responsible for the payment of all reasonable attorney fees and expenses in so doing.

(11) Once construction is back in accordance with the approved plans the Applicant(s)/ Builder may commence with the rest of construction.

(12) The Applicant(s)/ Builder shall contact the ACC for a site meeting observation for approval of elevations during the framing of the structure after windows and doors have been installed and before contacting the City of Ridgeland for an inspection for Brick-tie Approval.

ARCHITECTURAL REVIEW COMMITTEE

Architectural Design Guidelines

(13) The Applicant(s) and/or Builder shall commence construction after the approval of the elevations has been given by the ACC.

(14) The Applicant(s)/ Builder shall contact the ACC for a site meeting observation for approval of hardscape during the forming of the driveway, sidewalk, etc.

(15) The Applicant(s)/ Builder shall commence with the construction of the hardscape after the approval of the hardscape has been given by the ACC.

(16) The Applicant(s)/ Builder shall contact the ACC for a site meeting observation for Final Approval of the project before contacting the City of Ridgeland for an inspection for Certificate of Occupancy.

(17) The ACC shall then give a list of items for the Applicant(s)/ Builder to address.

(18) The Applicant(s)/ Builder shall then contact the ACC for confirmation that all items from approved plans, and construction have been addressed and resolved.

(19) A final approval of completed construction shall be given by the ACC, only then shall the Applicant(s)/ Builder then contact the City of Ridgeland for the issuance of the Certificate of Occupancy.

(20) The refund of Applicant(s)/ Builder damage deposit, minus any clean-up, repair, expenses or fines, will be refunded to the original payee unless otherwise noted by a written verification. This damage deposit shall be refunded only after all work is completed and a final approval has been issued.

(21) Upon final approval by the ACC, a Certificate of Compliance shall be filed within thirty (30) days on the owners' lot in the office of the Chancery Clerk of Madison County. This Certificate of Compliance shall release the Notice of Necessity to Comply.

SECTION. V. SITE PLANNING & LANDSCAPING DESIGN

A. INTRODUCTION

To insure that the overall beauty of the community is preserved and enhanced, the Architectural Review Committee has the authority to approve or disapprove landscape plans for individual residences. Bridgewater has been carefully planned, utilizing the natural features of the site whenever possible. Roadways and walks have been designed to respect and take advantage of existing natural features throughout the site. It is the intent of the Architectural Review Committee to maintain this level of sensitivity to the landscape as Bridgewater develops. A major determining factor of good landscape

ARCHITECTURAL REVIEW COMMITTEE

Architectural Design Guidelines

design should always be the architecture and location of the residence. The Architectural Review Committee will take into account various relationships of the house to the site, surrounding homes, views, breezes and other factors when reviewing specific landscape plans.

B. PRESERVATION OF NATURAL FEATURES

Throughout Bridgewater many fine, mature individual trees exist. Many are located in prominent view from our streets and roads giving them special significance. The community has taken a positive step toward the recognition and protection of such trees by requiring approval by the Architectural Review Committee to remove any tree on any building lot with a trunk diameter of four (4) inches at four (4) feet above natural grade. Wherever practical, natural property line buffer areas will be encouraged for lots in the woods.

Fundamental to the design criteria is the need for gardens and lawns to harmonize with the native terrain and natural beauty of the community. Property Owners are encouraged by the Committee to landscape their lots with plants that are indigenous (native) to the Jackson area, and to leave untouched as possible the existing vegetation and natural amenities of the site.

The Architectural Review Committee will take into consideration elements of the individual landscape plan and plant materials selected in the approval process.

C. LOCATION OF HOUSE ON SITE

The siting of a house is a critical and important design decision. The plan concept developed for each property owner should reflect functional needs, yet sensitive to the site's unique characteristics and inherent design opportunities. The larger lots and open vistas of our community will mean most dwellings will be seen from many different angles and views. It is therefore important that the three dimensional character of each home be carefully studied.

It is desirable for the homes of our community to exhibit the individuality of their owners. Nevertheless, it is important that they observe basic design principles inherent in good architecture and site planning. The following questions should be asked:

- * Is the residence located on the site with a minimum disruption to the natural topography, drainage, and existing landscape features? Will the various building materials allow for a pleasing harmonious exterior appearance to the residence? Are the colors appropriate and used with restraint?
- * Is there a consistent scale used throughout the design for construction of the residence? Each element shall not be designed so as not to be out of proportion to any other.
- * Are the specific features of the architectural style well developed and carefully detailed? Have these features been researched to resemble a certain degree of authenticity?

ARCHITECTURAL REVIEW COMMITTEE

Architectural Design Guidelines

The Architectural Review Committee shall consider each site independently, but shall give extensive consideration to the impact of individual plan upon adjacent homesites and view corridors. Care shall be taken to locate each structure, whenever possible, so as not to infringe upon corridors, adjacent structures and homesites, and natural amenities of these areas.

Observations and Recommendations: Various soil materials and conditions exist throughout the property, and accordingly each Property Owner is encouraged to have the soil tested.

Considerations in this regard include:

- (1) Physical terrain of the site.
- (2) Views from the homesite.
- (3) Views to the homesite from adjacent lots.
- (4) Natural amenities:
 - Existing landscape
 - Existing water and drainage channels
- (5) Driveway access.
- (6) Height of structures.

D. BUILDING REQUIREMENTS

(1) Minimum Dwelling Sizes

Minimum Dwelling Sizes and Building Setbacks dimensions are set out in the supplement to the Declaration annexing the particular phase or part of Bridgewater, as the same may be altered or modified by any act or allowance of the Architectural Review Committee within the purview of its powers or as set forth in the deed of conveyance from the Developer.

The Architectural Review Committee reserves the right to deviate from stated minimums where circumstances necessitate and where benefits will accrue to the community.

(2) Minimum Building Setbacks

For some building lots within the community it may be impossible or inadvisable to develop the lot according to these standards due to natural terrain, lot configurations, and/or proximity of adjacent structures. Therefore, the Committee may approve specific

ARCHITECTURAL REVIEW COMMITTEE

Architectural Design Guidelines

deviations to these setbacks which it believes will be beneficial to a specific homesite or to an adjacent homesite and the community as a whole.

(3) Dimensions

See "Appendix 2. Reference C." herein for dimensions applicable to paragraphs (1) and (2) next above in any subdivision to which the said Declaration referenced hereinabove applies.

E. GRADING AND DRAINAGE

(1) Grading Concept for Development

The design and development concepts of the Community call for the maintenance of the environment in its original condition insofar as possible. No structure or improvements can alter the natural drainage of the site to the degree that it negatively impacts any surrounding area. For this reason it will be required that each Property Owner handle the runoff that naturally occurs on his or her site by adequately sloping all areas so that runoff can be directed to the natural drainage areas or to storm drainage facilities. Neither the Association nor the Developer is responsible for maintenance of drainage areas except in common area or Developer owned property, respectively.

The Architectural Review Committee is keenly aware that whenever possible, structures should be designed to the specific lot. It is important to remember that the beauty of our development is the land and its natural features, and that the architecture should compliment and enhance rather than compete with or destroy this beauty.

In order to help insure compliance with this philosophy as part of a preliminary design submittal, a grading plan shall be required. A grading permit shall be obtained from the Committee before earth is moved or removed from a specific homesite. No grading whatsoever is permitted or shall be done without first obtaining this permit.

All grading reviews shall be subject to the jurisdiction of the Committee and shall be considered individually for each lot. Recommendations or demands will be based upon individual lot locations, terrain, soil conditions, drainage, cuts and fills, and whatever other conditions the Committee feels impact upon the site grading design. Soil tests conducted by competent professionals are strongly recommended to all Property Owners.

Our hills provide beauty but require extra care in erosion control. Prior to alteration of any grade, or other "dirt work", every lot shall have installed a rock access drive and proper silt fencing installed to 4" below grade with hay bales on site to place at concentrated access points during inclement weather. The Contractor and Property Owner are jointly responsible for maintaining erosion control on the lot throughout the construction process and at all times thereafter. In the event Developer becomes aware of an erosion problem

ARCHITECTURAL REVIEW COMMITTEE

Architectural Design Guidelines

or that silt fencing has not been installed as described herein or is not being properly maintained, or hay bales are not placed to stop erosion at access points in a good faith effort, Developer may either (a) notify Contractor to correct the problem, or (b) if the situation or condition mandates same, Developer or the Association may correct the problem without notice or liability to Contractor or Property Owner. In the sole and unfettered discretion of Developer or the Association, it is agreed that the damage deposit may be used to the extent necessary to effect a cleanup of streets, lakes or nearby lots and/or common areas, resulting from improper lot erosion controls and such may be performed by the Association or the Developer, with the expense of cleanup assessed to the Property Owner of the lot causing damage. Forfeiture of the deposit shall not limit Property Owners' liability for any cost or expense associated with securing compliance with these requirements or any other terms and/or conditions of these Architectural Design Guidelines. Non-compliance and/or lack of cooperation by Contractor or Property Owner with these erosion control guidelines or any other terms and/or conditions of these Architectural Design Guidelines may result in stoppage of construction and/or resort to any other remedy available to Developer at law or in equity.

(2) Finished Floor Elevations

The elevation of the lowest habitable floor in any dwelling shall be such that it ensures proper drainage away from the dwelling and ensures passage of storm water runoff without detriment to the dwelling, but such elevation shall be approved by the Architectural Review Committee. The Builder of the dwelling on each Lot shall excavate, fill, grade and shape the dwelling foundation, landscaped areas, and lawn areas to drain and not impede, interfere or impound storm or irrigation water runoff from adjacent Lots.

F. DESIGN CRITERIA

(1) Walkways

To ensure that the highest quality and uniformity standards are followed throughout Bridgewater, strict guidelines have been set forth with regard to sidewalk and drive apron paving and by selecting approved subcontractors.

Each dwelling shall have a 48 inch wide, 4 inch thick, 3,000 psi concrete sidewalk along the entire frontage of each and every street on which the Lot abuts. This sidewalk shall be placed in accordance with the landscape plan approved by the Architectural Review Committee. The sidewalk shall be situated three (3') feet from the back of the street curb, unless otherwise specified by the Architectural Review Committee, in wooded areas, or to curve the sidewalk away from the curb so as to avoid a fire hydrant, street sign, tree or other impediment. The sidewalk where possible, shall be uniform and consistent with the grade, or to the same level, as the grade at the top of the curb along which the sidewalk is constructed.

ARCHITECTURAL REVIEW COMMITTEE

Architectural Design Guidelines

Approval shall be received for all walkway layouts. The construction and subsequent existence of this sidewalk shall constitute the granting of permission to use said sidewalk to all persons who use it in a safe and reasonable manner.

The building contractor shall be responsible for the coordinating and hiring of an approved subcontractor to form, pour, and finish all sidewalks along the entire frontage of each and every street on which the lot abuts. An authorized representative of the Architectural Review Committee shall approve all hardscape such as but not limited to sidewalk and driveway forms prior to any interruptions by curbs or by the "pour" of a permanent material.

The concrete surface of the sidewalk along said street shall be scored for crack control at four (4') feet G.C. with expansion joints every sixteen (16') feet G.C. with a broom finish surface. Should the dwelling have a sidewalk leading from the driveway or street sidewalk to an entrance of the dwelling, this sidewalk shall be either concrete with similar scoring or an approved material such as brick or bluestone (Refer to typical sidewalk and drive apron detail attached, See Appendix "3" herein).

Observations and Recommendations: Sidewalks and driveway aprons are often minimized by a Developer, Homeowner, or Builder. The result is ragged edges near drives, poor grade integration, a lack of consistency in color and finish, and a lost opportunity to make a beautiful addition to the landscape.

(2) Lawn Areas

Though Property Owners are encouraged by the Committee to landscape their lots for individual beautification, any front yard area considered lawn area shall be sodded with the lawn species noted on the landscape plan to be submitted. Additionally, any area of lawn between the sidewalk and the street shall be considered as the Owner's front lawn, and may be landscaped or kept in its natural state as shall be mutually agreed upon by the Property Owner and the Committee. If any landscaping is to be installed in phases, this must be noted and designated on the Landscape plan. If there are no phases noted, the entire landscape plan must be installed as submitted prior to occupancy.

(3) Driveways

Each dwelling shall have as an appurtenance thereto a driveway of concrete or other approved material. Driveway curb returns shall be formed with an approved seven (7') foot radius and shall be formed to appear integral to the curb to which such returns connect.

All drive aprons shall be broom finished concrete to match sidewalks. The apron shall extend from the street to a point seven (7') feet from the back of curb at which point it

ARCHITECTURAL REVIEW COMMITTEE

Architectural Design Guidelines

will intersect with the back edge of the sidewalk. Beyond this intersection, specialty paving such as: concrete with similar scoring or an approved material such as brick or concrete pavers may be used.

The building contractor shall be responsible for the coordinating and hiring of an approved subcontractor to form, pour, and finish all driveway aprons that fall on that particular site. An authorized representative of the Architectural Review Committee shall approve all forms prior to any interruption of the curb, and/or the "pour". (Refer to typical sidewalk and drive apron detail attached, See Appendix "3" herein).

(4) Walls, Fences and Decks

Walls and fences should be considered as an extension of the architecture of the residence. They should serve to make a transition between the mass of the architecture and the natural forms of the site.

The area between dwellings may be improved to provide a private courtyard for the exclusive use of the Property Owner. Such areas may be private and screened from view.

All walls and fences should be designed to be compatible with the total surrounding environment and should not block natural views. Fences, walls and hedges should be considered as design elements to enclose and define courtyards, to extend and relate the building forms to the landscape, as well as to assure security and privacy elements. All walls, fences, and their location shall be approved by the Review Committee prior to their installation.

No piers are allowed on Bridgewater lakes. Lake side decks shall be approved by the Committee and, except in designated common areas and approved by the Committee may be prohibited at the Committee's sole discretion.

(5) Swimming Pools. Therapy Pools, Spas, Tennis Courts

The location of swimming pools, therapy pools and spas (including hot tubs) or tennis courts should consider:

Indoor/outdoor relationship: The shape, color and siting of swimming pools or tennis courts shall be carefully considered to achieve a feeling of compatibility with the surrounding natural and man-made elements. Tennis courts as well as pool and equipment enclosures shall be architecturally related to the house and other structures in their placement, mass and detail.

As of February 2009, no above grade pools, tubs, or the like shall be approved.

ARCHITECTURAL REVIEW COMMITTEE
Architectural Design Guidelines

(6) Mailboxes

Each dwelling shall have a mailbox which is uniform throughout the community and which is approved by, or meets in every respect the requirements set forth by the Architectural Review Committee, which Committee may require its purchase from the Association or specified vendor.

(7) Garage Openings

Each dwelling shall have a garage for not less than two traditionally sized automobiles manufactured in the United States. Garages shall have multiple wood or steel raised panel garage doors, each door being one car width (8'- 9'), and minimum 8' in height, with a minimum of 4 sections, equipped with automatic garage door openers. Except for unusual circumstances, a Property Owner of a Lot shall keep his automobile parked in his garage. All garage doors shall be kept closed except during period of the actual use thereof. Except in rare opinions to the contrary by the Architectural Review Committee, only side and rear loading garages will be permitted. Only carports opening to the rear of the dwelling shall be permitted. No garage or carports may open to the rear on lots abutting a lake

(8) Service Yard/Utility/Equipment

Each dwelling shall have as an appurtenance a fenced or screened area to serve as a service yard for garbage receptacles, storage receptacles, electric and gas meters, firewood, air conditioning equipment and permitted antennae. These and other unsightly objects, fittings and materials shall be so placed or stored that they are concealed from view from any street, common area or community facility.

(9) Landscape Lighting

Exterior pool and landscape lighting shall not infringe upon adjacent neighbors. All accent lighting should utilize low voltage, direct task type fixtures, and they should be as close to grade as possible. All exterior lighting shall be approved by the Architectural Review Committee prior to installation.

(10) Satellite Dishes

Where cable is supplied, satellite dishes are prohibited (as of May, 2007). Where cable is unavailable from a supplier, dishes shall be hidden from the public view, not installed in

ARCHITECTURAL REVIEW COMMITTEE

Architectural Design Guidelines

front or side yards, and installed so as to be as unobtrusive to neighbors as possible. Landscaping of posts is highly recommended. If there is no suitable back yard location, dishes are to be installed on the roof out of site from the front "viewscape" of the home. For approval of type, and location, please contact Mike Rosenthal to meet with you and your dish installer before selecting the dish location. (601.906.8306). Your landscape plan must include a note acknowledging your understanding and compliance of and with these rules. Where an option exists, choose the smallest dish available.

SECTION VI. ARCHITECTURAL DESIGN

Observation and Recommendation: It is not the intent of these guidelines to dictate a specific architectural style but rather encourage a community of outstanding individual architectural designs.

A. INTRODUCTION

Terms such as "sound design" and "good taste" are difficult to describe and even more difficult to judge. Beauty may be in the eye of the beholder but overall aesthetic harmony of the community shall take precedence over a single architectural statement, particularly if that statement is a radical departure from what the general public perceives as "good design". One ill-conceived or architecturally experimental home can greatly detract from the visual continuity of the overall community as well as affect surrounding property values. For these reasons the following elements are to be avoided:

- * Harsh contrasts of colors and/or materials.
- * Illogical or inappropriately scaled building elements.
- * Poorly conceived and executed details.
- * Experimental or extreme interpretations of the tenets of a particular architectural style.

The following elements are to be encouraged:

- * Appropriate and intelligent selection of details.
- * Well designed floor plans.
- * Sensitive interpretation of styles within constraints of budget site.
- * Attention to scale, staying within the traditional or classical range proportions.
- * Where deemed appropriate, Architects and Designers encouraged to consider:
 - thickened eave board in lieu of fascia board
 - angular and/or profiled fascia board
 - exposed, shaped rafter tails
 - bracketed soffits
 - the use of dull earth tone or weathered finish at eave/fascia/soffit to correspond to roofing rather than white paint.
 - Overhang at gable ends should be less than at other areas of the roof; properly proportioned eave returns at gable ends preferred to "block" eave returns;

ARCHITECTURAL REVIEW COMMITTEE

Architectural Design Guidelines

overhangs at dormers should be proportionately less than overhang at the major roof.

B. DESIGN CRITERIA

(1) Building Orientation

All Buildings shall be located to front towards and relate to the street, both functionally and visually, to the greatest extent possible. The majority building orientation will be toward the main street and not toward parking areas, with the exception of homes with front auto courts.

(2) Corner and Multiple Frontage Buildings

Buildings with two or more facades visibly exposed to a street or common area or located on a Special Focus lots as identified specifically, or determined by the ARC, will be designed to respond to these more prominent locations. Such buildings will have massing and/or other treatments on all exposed facades which will be treated with the same architectural quality and detail. The primary orientation of such buildings for the purpose of establishing front entries shall be towards the main or primary street or as determined by the ARC.

(3) Exterior Millwork

If used, window mullions shall be true or simulated divided lites which are appropriate to the architectural style of the house. Snap-in or removable mullions/ grids are strictly prohibited. It is expected that all divided windows and French Doors be true divided light, and constructed from wood. A 1 3/4" thick sash is encouraged. Windows shall be wood or wood clad as approved by the ARC. Aluminum or metal windows are prohibited. In general, the typical 6'-8" head height is prohibited, unless otherwise approved by the ARC. Window types, sizes, style, trim, and location shall be appropriately designed and selected to be compatible with the homes overall design, style, and character. All window treatments/curtains that are visible from the street shall be white or lined with a white material. All Garage windows shall be treated with full length closed inside shutters or pulled curtains with white lining.

(4) Single Bay Garage Design and Doors

The location, massing, and scale of a garage will not compete with or overwhelm the primary body of the house. Garage forms, design, materials, and detailing should be similar in quality to the house. A garage which is visible from the street or public view will receive careful design attention and should complement the primary facade. The garage doors on many designs are the single largest visible element (other than the roof) and

ARCHITECTURAL REVIEW COMMITTEE

Architectural Design Guidelines

typical “false panel” steel doors are not acceptable or allowed when the door is visible from the street or public way.

Flush plank metal embossed doors are acceptable on all non-carriage house type garages. Garage doors shall be single bay in width and 8'-0" tall minimum with hinge hardware to appear operable. Garage doors will be recessed 30" within the wall plane or pergola or porch type roof can be extended above to minimize the impact. Garage doors shall also be painted a dark or “recessive” color in lieu of typical lighter trim color to minimize the scale or impact.

(5) Finish Floor and Ceiling Heights

The finished floor of the main house shall be a minimum of 12" above grade along the main front façade. Raised front facade porches shall have a minimum finished floor elevation of no less than 21" above grade at the front “build-to” line, with 24"-30" being preferred. Exceptions may be granted on a case per case basis by the ARC. First floor ceiling heights are required to be a minimum of 10'-0" and second floor ceiling heights are required to be a minimum of 9'-0" unless otherwise approved by the ARC.

(6) Roof Materials

The following roofing materials shall only be allowed:

- (a) Slate (Real or Synthetic)
- (b) Wood
- (c) Copper
- (d) Tile (Clay or Concrete)
- (e) Architectural fiber glass shingles.

We invite you to ride and observe: The single most important element to the casual eye in quality home design is the roof material. We strongly encourage the use of wood, slate or tile roofs. We understand that a pressure treated wood shingle is now available with an extensive limited warranty and may be used provided it otherwise meets the criteria of these guidelines. Low pitched porch roofs less than a 4:12 pitch and bay roofs shall only be standing seam copper. Standing seam metal or galvanized roofing is discouraged but may be approved depending on architecture, color and application. No plumbing vents or mechanical flues shall be visible from any public views. All Roofing penetrations shall be painted to match the existing roof color, and placed upon the least visible roof area.

ARCHITECTURAL REVIEW COMMITTEE
Architectural Design Guidelines

(7) Roof Slopes

The main roof structures on the front of a dwelling extending to the ridge shall be 7'V:12'H or steeper.

(8) Eave Heights

At least sixty-six percent (66%) of the ground story eave line shall be 11 feet or higher to the underside of the fascia board from grade level.

(9) Cornice and Rakes

The use of and appropriate selection, detailing and implementation of cornices and rakes is critical in obtaining approval for an appropriate house design. The construction documents shall contain details and selection which clearly illustrate the style, components, sizes, and location of any cornice and rake. Care should be taken to assure the details proposed are appropriate for the style, materials, and overall design of a home.

(10) Exterior Walls and Openings

To provide visual continuity throughout the development, it is recommended that the exterior wall surfaces be limited to brick, stone, wood siding and stucco. Vinyl, plastic, masonite (sometimes known as maisonette) or any synthetic siding material (synthetic stucco) shall be prohibited. No aluminum, or vinyl siding, E.I.F.S. or "soft coat stucco" shall be allowed. Materials may be combined on a single house, but a single material should cover the majority of the home. Any change in materials shall occur only at an appropriate inside corner.

All entry and window trim, soffits, fascias, cornices, and similar architectural trim elements shall be constructed of painted wood or alternate material approved by the ARC. No aluminum shall be allowed. At least sixty-six percent (66%) of all exterior openings as measured from finished floors to the top of sash or door cross rail must be plus 8 feet or higher.

(11) Exterior Colors: Color Palette/ Home Specifications

The palette of materials and colors for any building or improvements exterior walls and compounds such as trim, railings, posts, etc. shall be submitted for approval to the ARC

ARCHITECTURAL REVIEW COMMITTEE

Architectural Design Guidelines

prior to construction (Refer to “Appendix 1. Form F.” herein) All exterior colors should be tasteful and well coordinated. Certain lot types may be limited to a standardized color palette and materials.

(12) Columns, Column Base, and Cap

The use of and appropriate selection, detailing, and implementation of columns along with their relationship to the frieze board or beam is critical in obtaining approval for an appropriate house design. Whether square, round, milled, masonry, or built-up columns are appropriate to the design of the house, the details from the grade to the roof shall be properly designed. The construction documents shall contain details, and sections which certainly illustrate the style, components, size, and location of any column, and the relationship to the frieze board or beam. The outside face of any column shaft will align with the outside face of the frieze board or beam above. The column cap shall project beyond the face of the frieze board or beam, both at the inside and outside face of the column shaft and beam above. The column base is typically larger than the capital and will be, or “appear” as, solid stone, brick, or wood. With special attention to detail, a design can maintain the desired image while providing proper ventilation as required. Visible aluminum vent blocks are inappropriate and are strictly prohibited. The foundation or porch edge shall be extended beyond the edge of the frieze or beam above to allow proper column alignment. This shall be properly detailed on the construction documents. All columns should be of wood, masonry, or a composite material and properly flashed to allow for a long lasting waterproof condition.

(13) Shutters

If shutters are to be used they shall be appropriate to the architectural design and style of the home. Shutters shall be sized for their respective openings and shall be hung on hinges and held in place with hold backs or shutter dogs located along bottom rail. Shutter, style, size and color shall be submitted for approval. “False” decorative shutters which mount directly to the wall and shutters which do not match the height and the $\frac{1}{2}$ the width of the window opening are not acceptable. False shutters are acceptable but, must be recessed and appear to be operable with proper hinges. Shutters for doubled or grouped windows are not acceptable unless they are actually sized to match the total width of the opening.

ARCHITECTURAL REVIEW COMMITTEE

Architectural Design Guidelines

(14) Gutters, Downspouts and Flashing

Flashing, Gutters and Downspouts, if used, shall be copper unless another material is more appropriate and approved by the Committee. Half round and ogee shaped gutters with round or rectangular downspouts shall be used where appropriate for the architectural design of a home. Downspouts should be located on the side or rear elevations of buildings. Downspouts will not be affixed to columns on front or front/side elevations. Whether or not any other material may be used for flashing, gutters and downspouts will depend in part on the extent of such use, its visibility, how well such material is integrated into the dwelling (structure) and its effect on neighboring dwellings (present or future). In this event, gutters and downspouts shall be painted to match the trim.

(15) Dormers

Dormers may be constructed in any style or form providing that they fall within traditional or classical proportions. Dormers will generally be composed as a secondary architectural element or form used in a functional or nonfunctional fashion to compliment the primary form of the main structure. The mass and composition will be composed in an understandable and straight forward manner and should maintain the character and style of the design. Overly complex and contrived forms, offsets, projections and the resulting roof forms are unacceptable. Rafter bearing heights, overhang dimensions, cornice, and rake details should be carefully studied and crafted to comply with the appropriate style. Typically, dormer roofs shall be hipped, gabled, shed, or arched depending on the characteristics of the main house style. In general dormers will be vertically scaled and proportioned and should tightly frame an appropriately sized and styled window. Dormer overhangs and rakes should be tight to the main body of the dormer and should be consistent on all four sides.

(16) Chimneys

Chimneys may be developed in any style or proper proportion but shall be constructed of brick, stone, or hard coat stucco only. Siding on chimneys is strictly prohibited. Chimneys shall be appropriate to the architectural design of the building. In all events, the chimney should extend to the ground. Prefabricated spark arrestors shall be screened with a decorative chimney cap that has been approved by the ARC. The use of wood clad, Vinyl, plastic, masonite or (sometimes known as maisonette) or any synthetic siding material, synthetic stucco or metal chimneys is strictly prohibited.

(17) Remodeling and Additions

Remodeling and additions to existing homes are required to meet the same criteria as new construction, including Committee approvals.

ARCHITECTURAL REVIEW COMMITTEE
Architectural Design Guidelines

SECTION VII. GENERAL RULES FOR ALL PROPERTY OWNERS CONTRACTORS AND SERVICE PERSONNEL

The following rules apply to all Bridgewater Property Owners, whether or not the lot is improved, Contractors and service personnel while on Bridgewater premises.

A. In the event construction in the field differs from that which has been previously approved the Committee will address solutions as quickly as possible by conferring with property owner and Contractor as a first step. A halt to construction and/or withholding a certificate of occupancy are steps available to Developer via the covenants and the law, and Developer and the Association will aggressively enforce these guidelines. Inasmuch as the Builder is aware of and informed as to all terms and conditions of the Architectural Design Guidelines, any variance of construction from the approved plans will be presumed intentional by the Builder, and in addition to the remedies set forth above, that the Builder and principals thereof will be prohibited from subsequent construction projects in Bridgewater, whether or not a variance is material will be within the sole and unfettered discretion of the Architectural Review Committee.

B. One of the key elements in setting the tone for a residential development is control of signage. No signs, other than Developer signage or a sign approved by the Architectural Review Committee to announce coming occupants, architects, and Builders for homes immediately starting or presently under construction, will be permitted. As of the date hereof, the only signage and information boxes approved (other than Developer signage) is available from Outdoor Graphics, Inc. (601)-939-0586. Copy is restricted as shown on Appendix "3" herein, i.e. only one name (which could be the Seller, Builder or Agent), and one phone number. There will be no "For Sale" signs or "Info Boxes" placed within the property or used in the community, except by Developer. Signs not in conformance will be removed and discarded and the associated cost charged to the Property Owner.

C. No material or equipment deliveries are allowed through the main entrances. All material and equipment deliveries are required to enter through the construction entrance on Livingston Road.

- D.
- (i) No trailer trucks transporting gravel or dirt to be used for any purpose are allowed nor will they be permitted to use any street or easement in Bridgewater II.
 - (ii) No truck or other vehicle hauling or transporting building materials nor any vehicle providing laborers or other persons involved in engineering, planning or development, repair or restoration shall use the main entrances but shall enter and exit through the construction entrance on Livingston Road.
 - (iii) In the event there is any violation of this provision by any party providing or engaged in the above service, the lot owner or his contractor for whom the vehicle is engaged shall be liable for a \$200 fee, payable upon demand by the ARC; additionally such violation shall, at the ARC's option, ipso facto prohibit any further use or traversing of any street or roadway in Bridgewater II until Declarant in writing grants permission of use. This prohibition is applicable to any individual, or

ARCHITECTURAL REVIEW COMMITTEE

Architectural Design Guidelines

any other party violating this rule and to any company or entity as to which the party violator is an employee or agent.

E. Contractors are required to keep their job sites as neat and clean as possible. Trash and discarded materials will be removed daily. ALL trash stockpiled for removal shall be located on street side of lot until removed. There will be no stockpiling or dumping on adjacent lots or on streets. Trash not removed will be removed and the cost incurred therefore will be billed to the responsible party or deducted from the Damage Deposit. (Refer to Article VII Section A.4 of North Agency Lane at Bridgewater Covenants)

F. Contractors will use only the utilities provided to the immediate lot on which they are constructing improvements. Landscaping, construction, maintenance, repair and restoration personnel and vehicles shall use the construction entrance on Livingston Road.

- G. (i) Any damage to streets and curbs, common areas, utility or drainage systems, street lights, street markers, mailboxes, walls, etc. will be repaired by 184 Limited Partnership with such costs to be the responsibility of the Property Owner and deducted from the Damage Deposit.
- (ii) For the first violation without damages the owner and/or owners' agent will receive a warning unless the violation is flagrant. On the second occurrence of such violation, at the discretion of the Board of Directors, Owner shall forfeit the deposit made under Section II.D., hereinabove, or make restitution upon terms and conditions suitable and satisfactory to the said Committee.

H. The established speed limit within the community is 25 miles per hour for construction vehicles, including light trucks and autos. Any violation may result in the termination of use of Bridgewater streets by the violator.

I. There will be no washing of any truck on the streets, on adjoining lots or on common areas. The residue or "left-overs" of any concrete delivery truck shall be washed out or removed while the vehicle is on the construction site, a process which shall be approved by the Property Owner since the Property Owner is ultimately responsible.

J. Operators of vehicles are required to see that they do not spill or allow any spill of any polluting, contaminating or damaging materials while within the Community. If spillage of a load occurs, operators shall report any spill and shall be responsible for immediate clean up. Such cleanups done by Declarant or HOA personnel will be billed to and paid by the responsible party or at Declarant or HOAs' option deducted from the Damage Deposit.

K. If any telephone, cable TV, electrical, water, etc. line is cut or damaged, it is the Property Owner's responsibility to report such an accident to proper service company personnel within 30 minutes.

L. All personnel working in the community are to insure that they will keep all areas in which they work, or through which they travel, free of discarded materials such as lunch bags and refuse

ARCHITECTURAL REVIEW COMMITTEE

Architectural Design Guidelines

materials. Objects shall not be thrown out of cars and trucks. Stock piling of any materials on adjacent lots or common areas is not allowed.

M. Loud radios or noise will not be allowed within the subdivisions. This is distracting and discomforting to property owners. Normal radio levels are acceptable. Do not mount speakers on vehicles or outside of homes under construction or following construction.

No construction traffic is allowed between 7:00 p.m. and 7:00 a.m. No construction is allowed on Sunday.

Observations and Recommendations: Remember that sound travels a long, long way.

N. No shortcuts across lots are allowed

O. No vehicles (trucks, vans, cars, etc.) may be left in the subdivision overnight. All construction equipment and vehicles may be left on the site while needed, but shall not be kept or parked on the street.

P. Only bona fide workers are allowed on property. Wives may drive workers to site and pick them up, but shall not remain on the property unless they are actual employees of the subcontractor. No children will be permitted on the property unless they are bona fide workers properly and legally engaged in work at the site.

Q. No Contractors or Contractors' personnel will be permitted to hunt, fish or bring pets or boats, inside Bridgewater.

R. Contractor will provide a portable toilet to each job site.

S. Prior to any construction, Contractor shall post a certificate of insurance with not less than \$1,000,000 liability, and workers compensation coverage.

T. No temporary storage trailers or buildings are allowed except as may be a necessary adjunct to construction.

U. The Property Owner is charged with giving the required notice of the terms and conditions hereof to his or her Contractor, laborer or service personnel, and shall be responsible for and insure their compliance with the conditions set forth herein.

ARCHITECTURAL REVIEW COMMITTEE
Architectural Design Guidelines

SECTION VIII. PROCEDURES FOR VIOLATION OF COVENANTS AND ARCHITECTURAL DESIGN GUIDELINES

(1) A detailed description of the violation shall be maintained by the ARC or Management Company setting forth the name and address of the alleged violator, date of alleged violation and a detailed account of the alleged violation.

(2) The ARC or Management Company will then forward a letter to the owner setting forth the alleged violation as a warning notice within 7 days in which the Homeowner will be allowed to respond or rectify the alleged violation.

(3) If the alleged violation is not rectified or response received from the Homeowner, a 1st Violation Letter (\$50.00 Fine) will be sent via certified mail along with a Request for Hearing form. The Homeowner will then have 30 days to respond or rectify the violation.

(4) If the alleged violation is not rectified or response received from the Homeowner, a 1st Violation Letter (\$100.00 Fine) will be sent via certified mail along with a Request for Hearing form. The Homeowner will then have 30 days to respond or rectify the violation.

(5) If the alleged violation is not rectified or response received from the Homeowner, a 1st Violation Letter (\$200.00 Fine) will be sent via certified mail along with a Request for Hearing form. The Homeowner will then have 30 days to respond or rectify the violation.

(6) The alleged violator will have the right to due process and be able to pursue his/her appeal to the Board only within the allowed time period. If the alleged violator does pursue his/her appeal, the Board will hold a hearing at a regularly scheduled meeting. Once the Board has heard the alleged violator's position, the Board will then decide whether to enforce or to rescind the fine. (The hearing, discussion, and determination can be held in a closed meeting. Once the determination is made, the regular meeting will be reconvened, and the vote to accept or reject the appeal will be taken to the Board.) If the alleged violator does not appeal, this step will be omitted.

(7) If the board determines that the fine is to be levied, the Management Company is notified and the fine is assessed to the Homeowner's account.

(8) If the fine is not paid it shall be collected in accordance with the regular collection procedures used for unpaid assessments including liens, foreclosures, or judicial action.

(9) Notwithstanding the above, the fines and/or actions for Bridgewater entrance violations shall be as set forth in Section VII, Para D (iii) above.

ARCHITECTURAL REVIEW COMMITTEE

Architectural Design Guidelines

REQUEST FOR A HEARING

I hereby request a hearing, to discuss with the Board, the charges made against me as contained in the Notice of Violation dated _____, 20____, alleging a violation of the Covenants, By-Laws, Architectural Design Guidelines or Rules and Regulations of Bridgewater at Old Agency.

Property Owners' (print full name)

Date

Property Owners' (signature)

Date

Address

Phone

Please return immediately to: Mike Rosenthal, 220 Hickory Rd, Ridgeland, MS 39157.

ARCHITECTURAL REVIEW COMMITTEE

Architectural Design Guidelines

SECTION IX. LOT/HOMEOWNER ASSESSMENTS

The Owners Association assessments are established each year, invoiced, and payable in advance annually. If payment for an assessment becomes delinquent for more than thirty (30) days the Board of Directors may impose at its discretion a daily penalty for such time as the payment is delinquent.

The Design Guidelines herein are not intended to amend, alter or supersede the Declaration of Covenants, Conditions and Restrictions for Bridgewater, as recorded in the office of the Chancery Clerk of Madison County. In the event these Architectural Design Guidelines conflict with said Declaration, the Declaration shall control. No approval of plans and specification, nor these Architectural Design Guidelines shall ever be construed as representing or implying that a structure is properly designed. Such approvals and standards shall in no event be construed as representing or guaranteeing that any structure will be built in a good workmanlike manner. It is the sole responsibility of the Lot Owner to make sure that construction meets the criteria of Bridgewater Covenants and Design Guidelines.

EXECUTED this 1st day of September, 2012.

BY: PGT, INC,

A Mississippi non-profit corporation

BY: _____

TOM BOBBITT

BY: _____

PAUL FISHER

ARCHITECTURAL REVIEW COMMITTEE

Architectural Design Guidelines

APPENDIX 1

BUILDER APPLICATION

FORM A

I. GENERAL INFORMATION:

COMPANY NAME: _____
CONTRACTOR NAME: _____
MAILING ADDRESS: _____

CELL PHONE NUMBER: _____
OFFICE PHONE NUMBER: _____
FAX NUMBER: _____
E-MAIL ADDRESS: _____

II. LIST PRIMARY LENDER AND THREE CURRENT CREDIT REFERENCES:

BUSINESS NAME	ADDRESS	PHONE #	CONTACT PERSON
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

III. LIST CUSTOMER REFERENCES:

NAME	ADDRESS	PHONE#
1. _____	_____	_____
2. _____	_____	_____

IV. ADDRESS AND DATE OF COMPLETION OF THE LAST FIVE HOUSES YOU BUILT:

ADDRESS	LOT #	DATE OF COMPLETION
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

SHALL ATTACH ALL OF THE FOLLOWING TO BE CONSIDERED FOR SUBMITTAL:

- V.** ATTACH A COPY OF YOUR MISSISSIPPI BUILDERS LICENSE.
- VI.** ATTACH A COPY OF YOUR LIABILITY INSURANCE (MINIMUM OF \$1,000,000.)
- VII.** ATTACH A COPY OF YOUR WORKMANS COMPENSATION.
- VIII.** ATTACH EXTERIOR PICTURES OF LAST FIVE HOUSES COMPLETED.
- IX.** PROVIDE FULL DISCLOSURE OF ANY LITIGATION PENDING OR ACTIVE.

THE INFORMATION PROVIDED IS TRUE AND ACCRUATE.

SIGN: _____

DATE: _____

ARCHITECTURAL REVIEW COMMITTEE

Architectural Design Guidelines

APPENDIX 1

**BUILDER/ CONTRACTOR INSURANCE VERIFICATION
FORM B**

The undersigned builder/ contractor herein verifies there is in place workers compensation coverage on all subcontractors, laborers, and all other individuals working on the following described property.

The builder/ contractor agrees to hold harmless and indemnify the North Agency Lane at Bridgewater Owners Association, Inc. and its Architectural Review Committee for all occurrences that take place on the work site.

LOT NUMBER: _____ PHASE: _____

Further, said builder/ contractor acknowledges and agrees that the Architectural Design Guidelines of the North Agency Lane at Bridgewater Owners Association and its Architectural Review Committee (ARC) shall be followed. All approvals shall be obtained prior to any work commencing upon any said lot. The builder/ contractor acknowledge that new homes cannot be occupied until a final approval has been given and approved in writing by the North Agency Lane at Bridgewater ARC.

Builder/ Contractor (print full name)

DATE

Builder/ Contractor (signature)

DATE

Architectural Design Guidelines

**APPENDIX 1
SUB-CONTRACTOR LIST
FORM C**

Lot Owners Name: _____

Issue Date: _____

Builders Name: _____

Lot Number: _____

[illegible]

ARCHITECTURAL REVIEW COMMITTEE
Architectural Design Guidelines

APPENDIX 1
DESIGN REVIEW APPLICATION
FORM D

NOTICE: All submittal requirements shall be submitted to the North Agency Lane at Bridgewater ARC **no later than 4:00 p.m. the Monday prior to the ARC meeting.** The North Agency Lane at Bridgewater ARC meets on as “as needed” basis on or about each Tuesday of the month unless other wise noted by the Architectural Control Coordinator. The ARC will not meet without your plans “in hand”.

APPLICANT INFORMATION

Date: _____ Lot Number: _____
Applicant: _____ Phase: _____
Contact Person: _____ Phone: _____
Mailing Address: _____

BUILDER INFORMATION

Name: _____ Phone Number: _____
Mailing Address: _____

ARCHITECT/DESIGNER INFORMATION

Name: _____ Phone Number: _____
Mailing Address: _____

LANDSCAPE ARCHITECT/DESIGNER INFORMATION

Name: _____ Phone Number: _____
Mailing Address: _____

TYPES OF REVIEW *check review(s) that apply

_____	Initial Construction Review Fee	_____	Re-submittal Review Fee
_____	Post-Construction Review Fee	_____	Addition Review Fee

***checks payable to: PGT, LLC.**

IMPROVEMENTS/START/FINISH DATES

ARCHITECTURAL REVIEW COMMITTEE

Architectural Design Guidelines

Estimated cost of improvements to lot: _____ Estimated Start to Finish Date: _____

**APPENDIX 1
DESIGN REVIEW AND CONTROL ACKNOWLEDGEMENT
FORM E**

PERMISSION TO ENTER PROPERTY

Permission is hereby granted for members of the ARC to enter on the property to make reasonable observations of the construction site.

Agreed: _____ Date: _____

ARC ARCHITECTURAL DESIGN GUIDELINES

I have fully read, understand, and I agree to comply with the North Agency Lane at Bridgewater ARC Architectural Design Guidelines.

Agreed: _____ Date: _____

ARC ARCHITECTURAL CONTROL PROCEDURES

I have fully read, understand, and I agree to contact the North Agency Lane at Bridgewater Architectural Control Coordinator at specified times deemed necessary in order for approval of observations, in which are outlined in the Architectural Control Procedures Section. IV.B. herein.

Agreed: _____ Date: _____

PLAN APPROVAL

I fully understand that Plan Approval shall be valid for a period of six (6) months only from the final approval date upon the approved set of plans in which I will receive, and commencement of construction thereafter will require re-approval.

Agreed: _____ Date: _____

DESIGN IS HEREBY APPROVED **SUBJECT TO “REDLINE” REVISIONS ON PLANS:**

By: _____ Date: _____ Architectural Control Coordinator

ARCHITECTURAL REVIEW COMMITTEE

Architectural Design Guidelines

**APPENDIX 1
HOME SPECIFICATIONS
COLOR PALETTE
FORM F**

Heated & Cooled Square Footage: _____

Exterior Finish:	Brick Selection	Brand Name: _____	Refer. Number: _____	Approval: _____
	Mortar	Brand Name: _____	Refer. Number: _____	Approval: _____
	Stucco	Brand Name: _____	Refer. Number: _____	Approval: _____
	Stone Selection	Brand Name: _____	Refer. Number: _____	Approval: _____
	Siding	Brand Name: _____	Refer. Number: _____	Approval: _____
Trim:	Material	Brand Name: _____	Refer. Number: _____	Approval: _____
Shutters:	Material	Brand Name: _____	Refer. Number: _____	Approval: _____
Windows:	Material	Brand Name: _____	Refer. Number: _____	Approval: _____
Front Door:	Material	Brand Name: _____	Refer. Number: _____	Approval: _____
Garage Door:	Material	Brand Name: _____	Refer. Number: _____	Approval: _____
Columns:	Material	Brand Name: _____	Refer. Number: _____	Approval: _____
Porch:	Material	Brand Name: _____	Refer. Number: _____	Approval: _____
Chimney:	Material	Brand Name: _____	Refer. Number: _____	Approval: _____
Roof:	Material	Brand Name: _____	Refer. Number: _____	Approval: _____
Drive:	Material	Brand Name: _____	Refer. Number: _____	Approval: _____
Walks:	Material	Brand Name: _____	Refer. Number: _____	Approval: _____
Patio/Terrace:	Material	Brand Name: _____	Refer. Number: _____	Approval: _____
Fence:	Material	Brand Name: _____	Refer. Number: _____	Approval: _____
Courtyard/ Retaining/Walls	Material	Brand Name: _____	Refer. Number: _____	Approval: _____
Pool/ Spas:	Material	Brand Name: _____	Refer. Number: _____	Approval: _____
Outdoor Structures	Material	Brand Name: _____	Refer. Number: _____	Approval: _____

ARCHITECTURAL REVIEW COMMITTEE
Architectural Design Guidelines

APPENDIX 1
REQUEST FOR APPROVAL
FORM G

Lot (call 911) Address

Phase and Lot Number

REQUEST FOR SILT FENCE, AND GRAVEL DRIVE APPROVAL

The undersigned builder and or lot owner verifies there is in place a silt fence (installed to city of Ridgeland code) and temporary gravel drive per the site meeting on the described property above.

Builder/ Contractor (signature)

DATE

Bridgewater "ACC" (signature)

DATE

REQUEST FOR DRIVEWAY FORM APPROVAL

The undersigned builder and or lot owner verifies there is in place form boards and reinforcement per the Approved Site plan on the described property above.

Builder/ Contractor (signature)

DATE

Bridgewater "ACC" (signature)

DATE

REQUEST FOR GRADING APPROVAL

The undersigned builder and or lot owner verifies the above described property is ready for a grading observation to ensure all drainage swales are correct for proper water drainage per the Approved Site plan, and has sufficient slope away from the structure and does not directly shed water to any adjacent lot, common property, or public area.

Builder/ Contractor (signature)

DATE

Bridgewater "ACC" (signature)

DATE

ARCHITECTURAL REVIEW COMMITTEE

Architectural Design Guidelines

**APPENDIX 1
REQUEST FOR FINAL APPROVAL
FORM H**

Lot (call 911) Address

Phase and Lot Number

REQUEST FOR FINAL APPROVAL AND CERTIFICATE OF COMPLIANCE

The undersigned builder and or lot owner verifies that the above listed project is 100% per the approved plans by the ARC. The undersigned also acknowledges that he or she has read and fully adheres to Section III(E) (Damage Deposit Policy) and its process in which to release any or all of the damage deposit.

Builder/ Contractor (signature)

DATE

Bridgewater "ACC" (signature)

DATE

ARCHITECTURAL REVIEW COMMITTEE
Architectural Design Guidelines

APPENDIX 1
ARC SCHEDULE OF FEES
FORM I

All review fees shall be accompanied by a copy of the filed deed to the lot under review for proof of ownership. Each applicable fee shall be submitted with plans. All damage deposits and ARC fees shall be written out into two completely separate checks for depositing purposes.

1. Initial Construction Fees

- (a) New Home Construction Fee \$650.00 (initial fee may include all post fees below)
Make check payable to PGT, LLC.
- (b) Damage Deposit \$2000.00
Make check payable to PGT, LLC.
- (c) Re-submittal \$200 (For Architectural, Site & Grade, and Landscape alterations)
Make check payable to PGT, LLC.

2. Post-Construction Fees

*If not included w/ New Home Construction submittal the following fees shall apply:

- (a) Residential Addition \$325 Fee (heated & cooled, non-heated & cooled areas)
Make check payable to PGT, LLC.
- (b) Damage Deposit \$1000.00 (Residential Additions)
Make check payable to PGT, LLC.
- (c) Minor Review Fee \$150 (Fences, Courtyard Walls, Pools, Spas, etc.)
Make check payable to PGT, LLC.

ARCHITECTURAL REVIEW COMMITTEE

Architectural Design Guidelines

APPENDIX 2

BRIDGEWATER APPROVED LANDSCAPE ARCHITECTS & DESIGNERS REFERENCE A.

Barry Landscape, Inc.	Jackson, MS 39232
Temple Barry 601-932-6606	www.barrylandscape.net
Garden Works	Ridgeland, MS 39157
Carter Brown 601-856-2799	www.gardenworksms.com
Garry Graves Landscape, Inc.	Flowood, MS 39232
Garry Graves 601-939-5442	
Griffin & Egger Landscape Architects	Jackson, MS 39211
Rick Griffin 601-977-0073	
Powell Place Landscape Services, Inc.	Jackson, MS 39232
Terry Powell 601-720-5000	www.powellplaceinc.com
Madison Planting & Design Group	Canton, MS 39046
Kirk Cameron 601-898-0775	www.mpdg.net
Marler Design Group	Jackson, MS 39232
Mike Marler 601-906-7660	
McCrory & Associates, LLC.	Madison, MS 39110
Andy McCrory 601-906-3477	www.mccrorydesigns.com
Michael Gibson Landscape Architect, Inc.	Madison, MS 39130
Michael Gibson 601-853-3323	www.mglainc.com
Trent Rhodes Landscape Architect, PA	Ridgeland, MS 39158
Trent Rhodes 601-624-5848	
TWB Planning Group	Ridgeland, MS 39157
Mike Rosenthal 601-906-8306	

BRIDGEWATER APPROVED ARCHITECTS & DESIGNERS

David Wilson Architect	Madison, MS 39110
David Wilson 601-856-1096	www.davidwilsonarchitect.com
Design Studio, Inc.	Ridgeland, MS 39157
Uriel Pineda 601-898-9710	www.designstudioplans.com
Greg Roberts Architect	Baton Rouge, LA 70810
Greg Roberts 225-766-8664	
Robert Moore Architect	Ridgeland, Ms 39157
Bob Moore 601 853 3535	
Scott Morgan Architect	Ridgeland, MS 39157
Scott Morgan 601-898-3280	www.scottmorganarchitect.com
Ballou Design Group, LLC	Meridian, MS 39301
Will Ballou 601-527-3971	www.balloudesigngroup.com
Inspirations Design Group, LLC	Madison, MS 39110
Andy Jones 601-720-1521	
Woody McCullough 601-454-7705	

ARCHITECTURAL REVIEW COMMITTEE
Architectural Design Guidelines
APPENDIX 2
SUBMITTAL PLAN CHECKLIST
REFERENCE B.

Final Grading Plan Requirements:

- _____ Final Grading Plan to be drawn at 1"=10'-0" scale
(Estates may be drawn at 1"=20'-0")
- _____ Topographic plan by registered land surveyor with existing contours
- _____ Proposed contours including spot elevations
- _____ Proposed house structure location with finish floor elevations & corner spot elevations
- _____ Show and label all retaining wall location(s) and height(s)
- _____ Show and label all existing and proposed drainage features
- _____ Drainage pipe showing location, material, size and invert elevations
- _____ Show and label all swales and other surface drainage (existing and proposed)
- _____ Show and label driveway location and grade
- _____ Show and label location of temporary gravel access for construction vehicles
- _____ Show and label locations for all silt fence installation
- _____ Foundation and Grade Plan elevations must agree.

Final Site Plan Requirements:

- _____ Final Site Plan to be drawn at 1"=10'-0" scale
(Estates may be drawn at 1"=20'-0")
- _____ Architect's/Designer name, present address and telephone number
- _____ All Property boundaries and building setbacks
- _____ All utility and drainage easements
- _____ Critical Dimensions to layout house on lot
- _____ Lot number and North Arrow
- _____ All adjacent streets to be noted,
- _____ Existing trees (trees over 4" in caliper measured 4' above natural grade)
- _____ Proposed locations of silt fence (shall be located within lot lines)
- _____ Temporary gravel drive location
- _____ Driveways and sidewalks location, material, finish, and dimensions
- _____ Proper driveway apron and sidewalk detail (Refer to Appendix herein)
- _____ All hardscape location, material, finish, and dimensions
- _____ All proposed free standing or accessory structures, features, and improvements,
- _____ All retaining/ courtyard walls, fences, decks, piers,
- _____ All pools, spas, courts (location, material, type, finish, and dimensions)
- _____ Impact of surroundings -All adjacent lots, lakes, common areas to be noted
- _____ Show trees (Over 4" caliper at 4' above natural grade) to be removed
- _____ Show service area locations (A/C, electric boxes/meters, garbage, etc.)

ARCHITECTURAL REVIEW COMMITTEE
Architectural Design Guidelines
APPENDIX 2
SUBMITTAL PLAN CHECKLIST
REFERENCE B.

Final Architectural Floor Plan Requirements:

- _____ Final Architectural Floor Plan to be drawn at 1/4" = 1'-0" scale
- _____ Architect's/Designer name, present address and telephone number
- _____ Owners' name, present address and telephone number
- _____ Plan shall note conditional square footage
- _____ Overall dimensions of the structure should be clearly noted
- _____ Shall meet minimum square footage neighborhood requirements per phase

Final Architectural Elevations Plan Requirements:

- _____ Final Architectural Elevations Plan to be drawn at 1/4" = 1'-0" scale
- _____ Architect's/Designer name, present address and telephone number
- _____ Owners' name, present address and telephone number
- _____ Clearly note all exterior materials used –roof, veneer, columns, steps, rails, etc.
- _____ Homes Specifications/Color Palette completed (Refer to Appendix 1.F herein)
- _____ Vertical Dimensions (overall structure, ceiling heights 10' - 1st floor, 9' - 2nd floor)
- _____ All appropriate exterior details and proportions to style of home
- _____ Chimneys: no exterior wood, clad, or metal veneer (Chimney cap required)
- _____ Three or more exterior veneers shall be discouraged
- _____ Doors and windows to be wood/ wood clad approved by ARC
- _____ Doors and windows to be minimum 8'-0" tall in header height
- _____ Doors and window lites to be true or simulated divided lites
- _____ Shutters: shall be hinged/ operable/ sized to openings
- _____ Single Bay Garage Doors minimum 8'-0" tall in height w/ hinge hardware
- _____ Dormers: shall be traditional or classic proportions, tight fitting to windows
- _____ Roof: slope less than 4:12 pitch shall be standing seam copper only
- _____ Roof: sample, Main structure at front 7'V:12'H or steeper/stacks hidden & painted
- _____ Stucco – real cement stucco only
- _____ Encourage: thickened eave board in lieu of fascia board
- _____ Exposed shaped rafter tails
 - _____ Bracketed soffits
 - _____ Contrasting earth tones vs. white eave/fascia/soffit
 - _____ Overhang at gables ends less than other areas of roof
 - _____ Properly proportioned eave returns at gable ends vs. block
 - _____ Eave return overhangs at dormers proportionately less than at major roof

ARCHITECTURAL REVIEW COMMITTEE

Architectural Design Guidelines

APPENDIX 2

SUBMITTAL PLAN CHECKLIST

REFERENCE B.

Final Landscape Plan Requirements:

- ☐ Final Landscape Plan to be drawn at 1"=10'-0" scale
(Estates may be drawn at 1"=20'-0")
- ☐ Landscape Architect's/Designer name, present address and telephone number
- ☐ Owners' name, present address and telephone number
- ☐ All Property boundaries
- ☐ Lot Number
- ☐ North Arrow
- ☐ All adjacent streets to be noted
- ☐ All Existing trees (trees over 4" in caliper measured 4' above natural grade)
- ☐ All Proposed trees (noting species, size, and caliper)
- ☐ All Proposed shrubs & groundcover plantings (species, size, quantity and spacing)
- ☐ All proposed lawn areas, noting location, limits, method of application (sod, seeding, hydro-mulching, etc.) and lawn species. All front lawn areas to shall be sodded only.
- ☐ All proposed structure elevations (if not provided in Architectural Plans)
- ☐ Driveways and sidewalks location, material, finishes
- ☐ Proper driveway apron and sidewalk detail (Refer to Appendix herein)
- ☐ All hardscape location, material, finish, and dimensions
- ☐ All proposed free standing or accessory structures, features, and improvements,
- ☐ All retaining/ courtyard walls, fences, decks, piers,
- ☐ All pools, spas, courts (location, material, type, finish, and dimensions)
- ☐ Landscape lighting –low voltage, direct task, close to grade
- ☐ Impact of surroundings -All adjacent lots, lakes, common areas to be noted
- ☐ Are any phased plans for landscaping noted?
- ☐ Service area shown here or on site plan?

Foundation Plan for aesthetic purpose (integrated with rest of lot and slopes not too steep to maintain)

Four (4) sets of all plans stated above accompanied with a properly labeled shipping tube

Final Construction Specifications.

Property Owner's Proposed Construction Schedule.

Copy of filed deed to lot under review (Proof of Ownership)

Appropriate ARC Fees and deposits on two separate checks

A complete application (Appendix 1 herein Forms A-I)

ARCHITECTURAL REVIEW COMMITTEE
Architectural Design Guidelines

APPENDIX 2
BUILDING REQUIREMENTS
REFERENCE C.

1. Minimum dwelling sizes: Exclusive of porches and garages, the heated and/or cooled living area for each dwelling, main house or residential structure constructed on a lot shall contain a minimum dwelling size as follows, to wit: **3,500 square feet minimum.**

 * Residences that are built within 1,000' of the Natchez Trace Right of Way (R.O.W.) will have no structures greater than 35'.

2. Minimum Building Setbacks (All Setbacks are stated per Plat of Record.)

Phase 12: Front Setback: 35'
 Rear Setback: 30'
 Side Setback: 15'

* Set back dimensions stated herein may be increased, if required or specified by Ridgeland City ordinance.

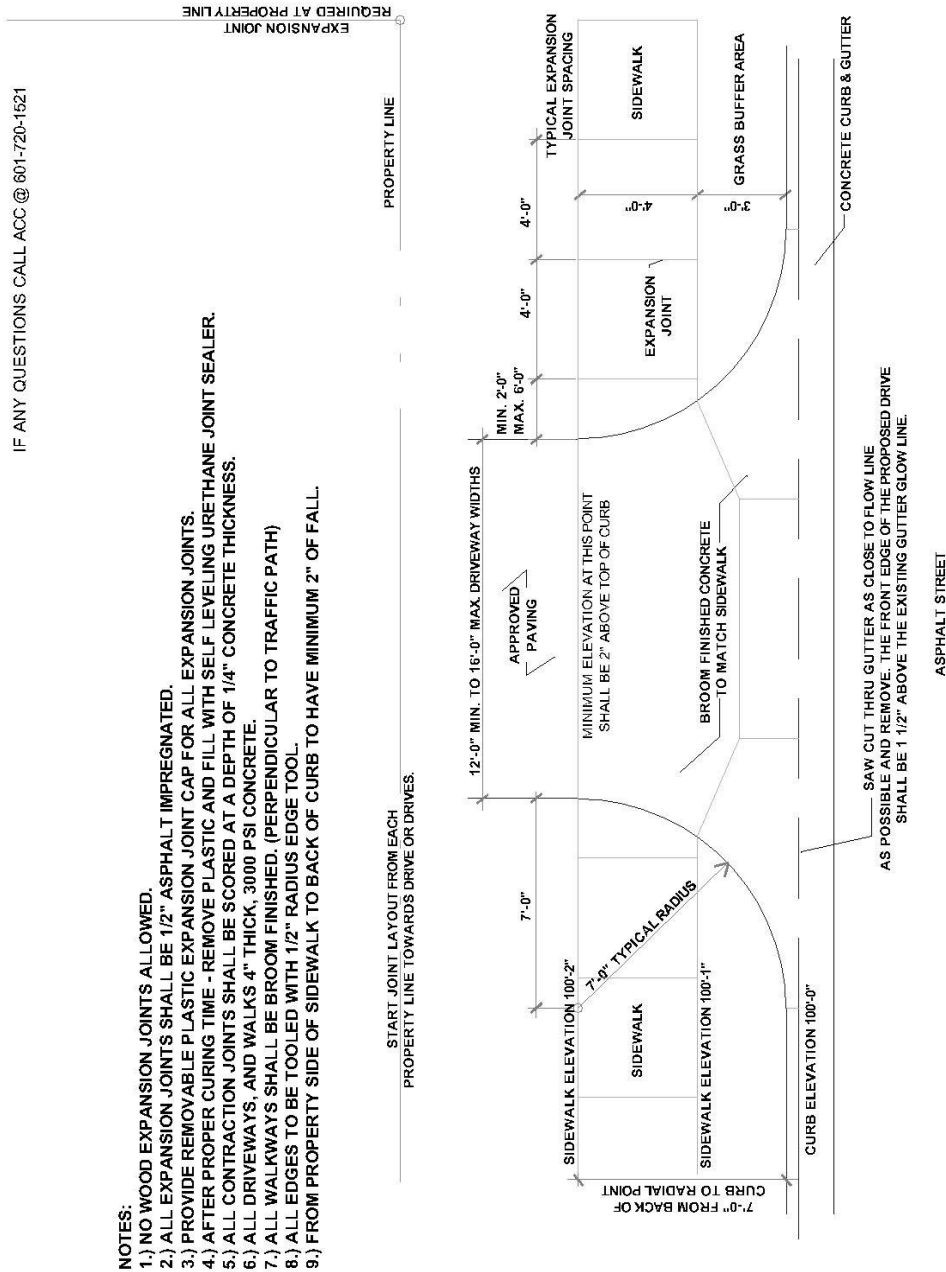
ARCHITECTURAL REVIEW COMMITTEE

Architectural Design Guidelines

APPENDIX 3

DRIVEWAY APRON AND SIDEWALK DETAIL

DETAIL A



SIDEWALK & DRIVE APRON DETAIL

N.T.S. - CONTACT FOR APPROVAL OF FORMS PRIOR TO POURING OF SAME

ARCHITECTURAL REVIEW COMMITTEE
Architectural Design Guidelines

APPENDIX 3
SIGNAGE AND INFO BOX
DETAIL B

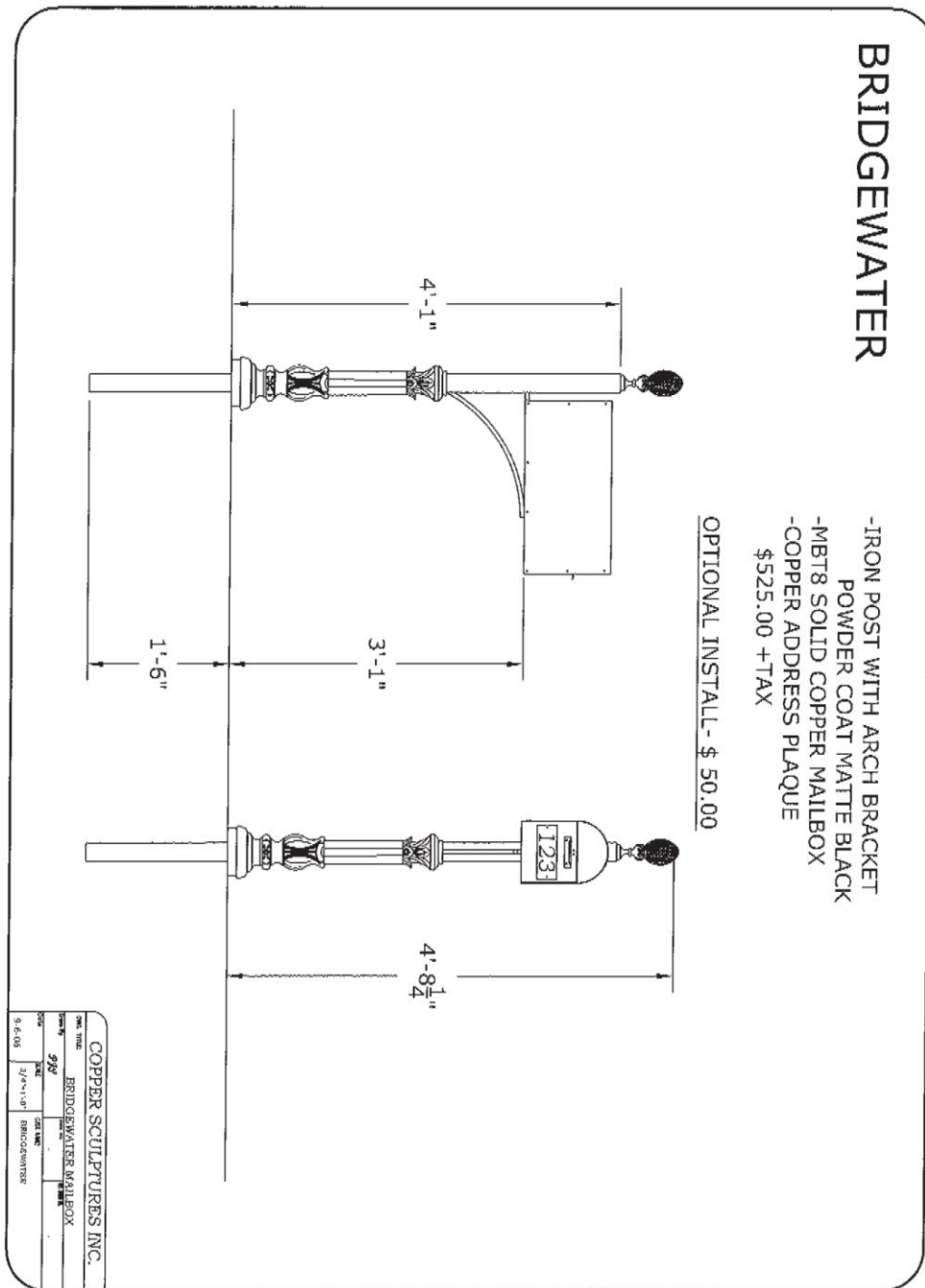


To order contact:
Outdoor Graphics, Inc.
105 Summer Ridge Dr.
Pearl, MS 39208
601-939-0586
jeffstroh@bellsouth.net

Sign \$185
installation \$40
Plus sales tax
1" sq. Tubing frame
2" sq tubing post
2'x2' sign
post 5' tall
duranodic bronze sign & post
white letters

ARCHITECTURAL REVIEW COMMITTEE
Architectural Design Guidelines

APPENDIX 3
MAILBOX DETAIL
DETAIL C



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR NORTH AGENCY LANE AT BRIDGEWATER

THIS DECLARATION is made and executed as of this the 1st day of November, 2011, by **PGT DEVELOPMENT, LLC, A Mississippi limited liability company**, hereinafter sometimes referred to as the "Declarant".

WHEREAS, PGT DEVELOPMENT, LLC, a Mississippi limited liability company, is the owner of a parcel of land containing approximately 53.17 acres, more or less, lying and situated in the Southwest ¼ of Section 22, the North ½ of Section 27 Township 7 North, Range 1 East, Madison County, Mississippi, which parcel of land is more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the Declarant wishes to create and continue to develop on said land described in said Exhibit "A" a residential community singular in nature and quality, together with appurtenant common areas and community facilities reserved or dedicated for the use and benefit of the residents of the Bridgewater Community, known and designated herein as North Agency Lane at Bridgewater.

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said Community, for the designation and maintenance of said Common Areas and community facilities; and to this end, the Declarant desires to subject all of said property described in said Exhibit "A", including any and all improvements existing or to be constructed thereon, to the covenants, conditions, restrictions, uses, limitations, prohibitions, requirements, obligations, easements, servitudes, charges, assessments, and liens hereinafter set forth, each of which separately is, and all of which jointly are, for the benefit of the Declarant, and for the benefit of the subsequent assignees or successors to the Declarant of any and all of said real property described in said Exhibit "A"; and

WHEREAS, the Declarant deems it desirable, for the efficient preservation of the values and amenities of said Community, to create an association to which can and shall be delegated and assigned the powers and duties of maintaining and administering said Common Areas and community facilities, administering and enforcing the covenants, conditions and restrictions hereinafter declared, and collecting and disbursing the charges and assessments hereinafter specified; and

WHEREAS, the Declarant has caused to be formed, under the laws of the State of Mississippi, a non-profit and non-share corporation named Bridgewater II Owners Association, Inc., which corporation shall have as its purpose the carrying out of the powers and duties mentioned herein; and

NOW, THEREFORE, PGT DEVELOPMENT, LLC, and the Declarant herein, does hereby declare that all of said real property described in said Exhibit "A" is and shall be held, conveyed, hypothecated, encumbered, assigned, leased, rented, used, occupied and improved subject to the covenants, conditions, restrictions, uses, limitations, prohibitions, requirements, obligations, easements, servitudes, charges, assessments, and liens, hereinafter set forth, all of which are agreed and declared to be in aid of a plan for the development of said Community and the improvement of said real property described in said Exhibit "A", all of which shall be deemed to run with and bind said real property described in said Exhibit "A", and all of which shall inure to the benefit of and be enforceable by the Declarant or its successors, by the assignees of the Declarant to all or any part of the said real property described in said Exhibit "A", or by any person acquiring or owning any interest in said real property described in said Exhibit "A" or an improvement thereon, including, without limitation, any person who holds such interest solely as security for the performance of an obligation or payment of a debt.

ARTICLE I.

DEFINITIONS AND PROPERTY SUBJECT TO DECLARATION

SECTION A. Definitions. The words and phrases set out below, when used in this Declaration, shall have the following meanings, respectively, to-wit:

(1) **Association.** The word "Association" shall mean and refer to Bridgewater II Owners Association, Inc., a Mississippi non-profit, non-share corporation, and its successors and assigns.

(2) **Board of Directors.** The expression "Board of Directors" shall mean and include the board of directors of the Association.

(3) **Bylaws.** The word "Bylaws" shall mean and include the bylaws of the Association and all amendments thereto.

(4) **Common Areas.** The expression "Common Areas" shall mean those portions of the Property designated or described as a Common Area on the face of the plat of any Bridgewater Subdivision or is conveyed as such to and owned by the Association by a recorded

document. The designation of any portion of the Property as a Common Area shall not mean that the public at large acquires any easement of use or right of enjoyment therein.

(5) **Community.** The word "Community" as used herein shall mean that certain residential development known generally as "North Agency Lane at Bridgewater" which is being constructed, and which hereafter will be constructed and/or improved by the Declarant and others on the Property.

(6) **Community Facilities.** The expression "community facilities" shall mean all real property assigned or otherwise available to the Association for the use, benefit and enjoyment of its Members and their invited guests, and including streets and lands subject to an easement for the benefit of the Association in the discharge of its responsibilities. The designation of any portion of the Property as a community facility shall not mean that the public at large acquires any easement of use or right of enjoyment therein. Unless indicated otherwise in an instrument conveying same to the Association, the real property designated and/or described in Exhibit "B" hereto and the components and appurtenances thereof and thereto shall be considered and treated as community facilities.

(7) **Covenants Conditions and Restrictions.** The expression "covenants, conditions and restrictions" shall mean and include all the covenants, conditions, restrictions, uses, limitations, prohibitions, requirements, obligations, easements, servitudes, charges, assessments, and liens set forth in this Declaration.

(8) **Declaration.**

(a) The word "Declaration" shall mean and include this instrument and all amendments hereto including the Architectural Design Guidelines.

(b) The word "Supplemental Declaration" shall mean any declaration filed pursuant to this Declaration for the purpose of amending the Declaration to annex Additional Property as provided for in, and pursuant to, Article XII hereof or for the purpose of providing for the maintenance, servicing, security of certain specified areas.

(9) **Declarant.**

(a) The word "Declarant" shall mean PGT DEVELOPMENT, LLC, and any successors and assigns of the entire interest of said PGT DEVELOPMENT, LLC in all of the Property which it then owns, including those who, as the mortgagee in, or the holder of, any recorded mortgage executed by said Declarant or as the secured party or beneficiary of any recorded deed

of trust executed by Declarant who comes into possession of all of any portion of the Property pursuant to foreclosure or execution of an assignment or other proceedings or arrangement in lieu of foreclosure.

(b) **Developer.** "Developer" shall mean each person who is a successor in title to any portion of the Property or a Lot from the Declarant and is engaged in the business of the development, improvement and sale of any Lot including the construction and sale of a Dwelling and related improvements on any Lot.

(10) **Dwelling.** The word "dwelling" shall mean and refer to any building or portion of a building situated upon the Property and designed and intended for use and occupancy as a residence.

(11) **Green Space.** "Green Space" shall mean certain portions of Common Area which are designated to be maintained in its natural condition so that the natural, scenic and recreational resources, soils, wetlands, wildlife, game and migratory birds currently in evidence at North Agency Lane at Bridgewater be maintained and enhanced. Such areas are designated as such on the recorded plat.

(12) **Lakes.**

(a) **Lake.** Any body of water shown on any plat on any phase or part of North Agency Lane at Bridgewater and which has been designated as a Common Area, and which may be used by any member of the Association.

(b) **Limited Access Lake (LAL).** Any lake shown on any subdivision of or in North Agency Lane at Bridgewater which is a facility to be used and access to which is only by any person who is a member of the Association and whose lot abuts the lake.

(13) **Lot.** The word "Lot" shall mean and refer to each of the Bridgewater Community numerically designated lots delineated on any plat of a subdivision in North Agency Lane at Bridgewater. The word "Lot" shall not include any of the Common Areas or community facilities shown on the Plat. Each Lot shall also be either an "Improved Lot" or an "Unimproved Lot" as hereinafter defined.

(a) **Improved Lot.** The expression "Improved Lot" shall mean and refer to a Lot on which the dwelling has been substantially completed or is occupied or would be reasonably considered as ready for occupancy.

(b) **Unimproved Lot.** The expression "Unimproved Lot" shall mean and refer to a

Lot on which the dwelling has not yet been started or may have been started but is not yet substantially complete or be reasonably considered as ready for occupancy.

However, if a person acquires ownership in two or more contiguous platted Lots, constructs on such contiguous platted Lots only one dwelling, and by covenant made for the benefit of the Association and his successors and filed for record in the Office of the Chancery Clerk of Madison County, Mississippi, declares that such platted and contiguous Lots shall thereafter be held, conveyed, hypothecated or encumbered, assigned, leased, rented, used, occupied and improved collectively in a manner which effectively combines such contiguous platted Lots into one parcel of land, then such contiguous platted Lots, except as to assessments, shall constitute one Lot.

(14) **Member.** The word "Member" shall mean and include every person holding any class of membership in the Association. Each and every person who is, or who hereafter becomes, an owner of a Lot comprising part of the Property shall be a Member of the Association.

(15) **Mortgagee.** The word "mortgagee", as used herein, means and includes the mortgagee in or the holder, insurer or guarantor of any recorded mortgage, and the secured party or beneficiary in any recorded deed of trust, encumbering one or more Lots. The word "mortgage", as used herein, means and includes mortgage, deed of trust and any similar encumbrance. The expression "first mortgage", as used herein, means a mortgage with priority over all other mortgages encumbering the same Lot. The word "holder", as used herein, means the person entitled to the security afforded by a mortgage. The word "first mortgagee", as used herein, means the holder of a first mortgage. The word "institutional", when used to describe a mortgagee or holder, shall mean and include mortgagees or holders who are banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, all corporations, and any agency or department of the United States Government or of any state or municipal government.

(16) **Person.** The word "person" shall mean and include individuals, corporations, trusts, partnerships and all other legal entities, and any combination or group of any of same.

(17) **Plat.** The word "Plat" shall mean and refer to any plat designated as a part of "North Agency Lane at Bridgewater" according to the map or plat filed for record in the office of the Chancery Clerk of Madison County, Mississippi, and subsequent phases of development of North Agency at Bridgewater.

(18) **Property.** The word "Property" shall mean and refer to all the land described in Exhibit "A" attached hereto, and any land described in Exhibit "B" upon annexation according to this Declaration. Portions of said land are described and will be described, shown, and subdivided on the various plats of North Agency Lane at Bridgewater Community development.

ARTICLE II.

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

SECTION A. Membership. The Members of the Association shall include every person who is, or who hereafter becomes, an Owner of a Lot. When more than one person owns a Lot, all such persons shall be considered a Member of the Association, but only one vote may be cast for each Lot.

SECTION B. Administration. Bridgewater II Owners Association, Inc. will administer and manage North Agency Lane at Bridgewater under its bylaws.

SECTION C. Action by Members of the Association. The Association shall have two classes of voting membership. Whenever in this Declaration any action is required to be taken by a specified percentage of "each class of the then Members" of the Association, then such action shall be required to be taken separately by the specified percentage of the then outstanding Class A members and by the specified percentage of the then outstanding Class B Members. Whenever in this Declaration any action is required to be taken by a specified percentage of the "then Members" of the Association, then such action shall be required to be taken by the specified percentage of the then outstanding total membership of the Association regardless of class.

SECTION D. Voting Rights. The voting rights of the Members shall be as follows, to-wit:

(1) **Class "A" Members.** Each person, other than a person herein defined as a "Declarant", who is or who hereafter becomes an owner of a Lot shall be a Class A

Member of the Association. Class A Members shall be entitled to one vote for each Lot in which such person holds ownership.

(2) **Class “B” Members.** Each of the persons herein defined as “Declarant”, and the nominee or nominees, if any, of each such person who becomes an Owner of a Lot, shall be Class B Members of the Association. Class B Members shall be entitled to five votes for each Lot in which such person holds ownership.

(3) Wherever any provision of the Declaration, or the By-Laws, requires a vote of a specified percentage of the voting power of each class of Members, then such provisions shall require a separate vote by the specified percentage of the voting power of the Class A Members and by the specified percentage of the voting power of the Class B Members. Whenever any provisions of the Declaration requires a vote of a specified percentage of the voting power of the Members, then such provision shall require a vote by the specified percentage of the combined voting power of all Members.

SECTION E. Memberships Appurtenant to Real Property. In every case, the membership of a Class A Member and the membership of a Class B Member shall be appurtenant to the ownership of a Lot. A membership shall not be held, assigned, transferred, pledged, hypothecated, encumbered, conveyed or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance or alienation of the Lot to which the membership is appurtenant.

SECTION F. Termination and Reinstatement of Class B Memberships. The Class B Memberships shall terminate and automatically shall be converted into Class A Memberships upon the first to occur of the following dates, to-wit:

(1) Thirty-Six (36) months after no Class B Member owns any Property which has not been developed into lots or appurtenant facilities ready for sale in the ordinary course of business; or

(2) The date on which all remaining Class B Members shall voluntarily relinquish all Class B Memberships by a written document or documents delivered to the Association.

Upon the termination of the Class B Memberships, as provided above, each and all persons herein defined as a Declarant thereafter shall be and remain Class A Members as to each and every Lot he owns otherwise required for Class A Membership.

(3) If on one or more occasions all Class B memberships should terminate, and if after any such termination the Declarant, by annexation of the Property in accordance with the Declaration, should add additional property to the Property theretofore subject to the Declaration, then on each such occasion the status of the Declarant as Class B Members shall be fully reinstated, and following each such occasion the Declarant, or the nominee or nominees, if any, of the Declarant, shall continue to be Class B Members until such time as the total votes outstanding of Class A and Class B Members resulting from the newly added property has been equalized. At such time, the Class B membership resulting from such addition shall cease and be converted to Class A memberships. Following each such reinstatement of the Class B memberships, and for so long thereafter as the Class B memberships shall continue to exist, the Declarant, and the nominee or nominees, if any, of the Declarant, shall have all rights and powers of Class B membership, as herein prescribed.

SECTION G. Other Voting Provisions. Only one vote may be cast with respect to anyone Lot. Any person qualifying as a Member of more than one voting class of membership may exercise the votes to which he is entitled for each such class of membership. If a particular Lot is owned of record by more than one person, the vote appurtenant to such Lot may be exercised by any one of the owners, unless the other Owner or Owners shall object prior to the completion of voting upon the particular matter under consideration. In the case of any such objection, the vote appurtenant to said Lot shall not be counted.

SECTION H. Board of Directors. The affairs of the Association shall be managed and controlled by a Board of Directors consisting of the number of individuals from time to time prescribed by the Bylaws, which number, however, shall not be less than three nor more than seven. Directors need not be Members of the Association. From and after the first annual Members' meeting, and for so long as there is a Class B Member, the Board of Directors shall consist of Appointed Directors and Elected Directors. When there is no Class B Member, all Directors shall be Elected Directors.

SECTION I. Appointed Directors. Appointed Directors shall be selected and appointed by the concurrence of a majority of the Class B members, and shall serve at the pleasure of a majority of the Class B Members. The initial Board of Directors shall consist of three individuals, all of whom shall be Appointed Directors, and unless earlier replaced, said initial Directors shall serve until the first annual meeting of Members. From and after the first

annual Members' meeting, and for so long as there is a Class B Member, the number of Appointed Directors at all times shall be equal to two-thirds of the total number of Directors prescribed from time to time by the Bylaws, or if at any time the total number of Directors prescribed by the Bylaws is not evenly divisible by three, then the number of Appointed Directors shall be equal to the whole number next larger than two-thirds of the total number of Directors prescribed by the Bylaws. It is anticipated that the Association may engage in transactions with Declarant or companies affiliated with Declarant; and the fact that a Director of the Association has an interest in the Declarant or such affiliated company shall not, in and of itself; be considered a conflict of interest.

SECTION J. Elected Directors. Elected Directors shall be elected by the Class A Members at annual Members' meetings, and shall serve until their successors shall be elected and qualified in accordance with the Bylaws.

SECTION K. Officers. The Board of Directors may elect one or more officers of the Association to enforce the Board's policies. The number of such officers and their duties shall be specified in the Bylaws.

ARTICLE III.

MEMBERS' RIGHT OF ENJOYMENT

SECTION A. Members' Right of Enjoyment. Except as is provided in Section B of this Article, every Member shall have a right and easement of enjoyment in and to Common Areas and community facilities, which easement shall be appurtenant to and shall pass with the Lot owned by such Member, subject, in every case, however, to the following, to-wit:

(1) The right of the Association, acting by and through its Board of Directors, and in accordance with its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving Common Areas and community facilities or any portion thereof, in a manner designed to promote the enjoyment and welfare of the Members, and in aid thereof to mortgage any Common Areas and community facilities, provided, however, that no such borrowing shall be done and no such mortgage shall be executed unless and until same has been approved by the vote of at least two-thirds of each class of the then Class A Members and the then Class B Members of the Association, voting separately; and

(2) The right of the Association, acting by and through its Board of Directors, to levy reasonable admission and other fees for the use of any Common Areas and community

facilities by the Members and their families, lessees, employees, and guests; provided, however, that any such fees shall be charged on a uniform basis for each Member; and

(3) The right of the Association, acting by and through its Board of Directors, to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosure, provided, however, that any such steps are in conformity with the other provisions of this Declaration; and

(4) The right of the Association, acting by and through its Board of Directors, to adopt reasonable house rules respecting use of any Common Areas and community facilities and to limit the number of guests of Members who may use any facilities on the Property; and

(5) The right of the Association, acting by and through its Board of Directors, to suspend any Member's voting rights and any Member's rights to use Common Areas and community facilities for any period during which any assessment remains unpaid and for any period not exceeding sixty (60) days for any infraction of any of the published rules and regulations of the Association; and

(6) The right of the Association, acting by and through its Board of Directors, to dedicate or transfer its interest in all or any part of the Common Areas, or to dedicate or transfer its interest in all or any part of any community facilities to the Declarant, or to any public or municipal agency, authority or utility for any purpose consistent with the purposes of the Declaration, and subject to such conditions as may be agreed to by the Board; provided, however, except for the grant of licenses, rights-of-way and easements as hereafter provided in Sub-paragraph 7, that no such dedication or transfer or determination as to purpose or as to conditions, shall be effective unless a majority of each class of the then Members of the Association consent to such dedication, transfer, purpose and conditions, at a special meeting of the Members duly called for such purpose; and provided and notwithstanding anything stated elsewhere herein, the adjustment or realignment of lot and Common Area boundaries, the granting of rights of way and easements, and the like for utilities or for other purposes consistent with the use of any Common Area or community facilities by the Members of the Association shall not be considered an encumbrance, sale or transfer within the meaning of this Sub-section; and

(7) The right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-way and easements in, upon, over and across any Common Area or

community facility for access or for the construction, reconstruction, maintenance and repair of any utility mains, cables, lines or appurtenances, whether public or private, to the Declarant, to any government agency, public utility, or any other person, provided, however, that no such licenses, rights-of-way or easements shall be unreasonable and permanently inconsistent with the rights of the Members to the use and enjoyment of any Common Areas and community facilities; and

(8) The right of the Association, acting by and through its Board of Directors, to open Common Areas and community facilities, or any portions thereof, to a wider group of persons, all for such purposes and on such terms and conditions as the Board of Directors may from time to time consider appropriate; and

(9) The right of the Association, acting by and through its Board of Directors, to restrict the use and enjoyment of certain parts of Common Areas and community facilities in accordance with specific provisions of this Declaration, for any purpose consistent with the purposes of the Declaration, or with a prior reservation scheduled by the Management Agent; and

(10) The right of the Association, acting by and through its Board of Directors, for such purposes as it may deem necessary in its sole discretion to maintain guarded or electronically monitored gates monitoring, limiting, or controlling pedestrian or vehicular access to and from the Property or to and from any Common Areas and community facilities; and

(11) The right of the Association, acting by and through its Board of Directors, for such purposes as it may deem necessary in its sole discretion, to maintain guarded or electrically monitored gates monitoring, limiting, or controlling pedestrian or vehicular access to restrict the use and enjoyment of any Common Areas and community facilities in order to comply with the provisions of the comprehensive liability insurance policy obtained and maintained in favor of the Association; and

(12) Those limitations and conditions which may be stated in any document of record transferring to the Association an interest in any Common Area or community facility.

SECTION B. Delegation of Right to Use. Any Member of the Association may delegate his rights to the use and enjoyment of Common Areas and community facilities to the members of his family who reside permanently with him and to his approved tenants, contract purchasers and guests, all subject to such reasonable rules and regulations as the Board of

Directors of the Association may adopt and uniformly apply and enforce.

ARTICLE IV.
ASSESSMENTS

SECTION A. Authority to Levy Assessments.

(1) The Association, acting by and through its Board of Directors, shall have the right to levy assessments against Lots within the Property for defraying the Association's expenses, for administering and enforcing the covenants, conditions and restrictions of this Declaration, for carrying out the powers and duties mentioned herein, and for otherwise fulfilling the purposes of this Declaration or of the Association. The Board of Directors may levy any or all of the following types of assessments:

- (a) Annual Operating and Maintenance Assessments;
- (b) Special Assessments;
- (c) Damage Assessments;

(d) Dwelling & Lawn Maintenance. Generally, this Declaration does not contemplate that the Association shall have any responsibility for the maintenance or repair of any Dwelling or its appurtenances or for the maintenance and care of lawn, garden and landscaped areas on any Lot, and the Association shall have the responsibility and duty only for the maintenance, repair and care of the Common Area and Community Facilities. However, the Association may provide the exterior maintenance and repair of Dwellings and their appurtenances and/or the maintenance and care of lawn, garden and landscaped areas of certain Lots pursuant to (i) a determination by the Board of Directors either on its own recommendation or initiative or the recommendation or request of Owners of certain Lots, or (ii) the provisions of a Supplement which annexes all or a portion of the Additional Property to the Property and provides that the Association shall perform such maintenance, repair and care in or on a specified portion of the annexed Additional Property. The cost of such maintenance, repair and care shall be included in the annual maintenance Assessments of such Lots and a charge and a lien upon each such Lot and the Owners of such Lots. In no event shall the Association maintain and care for lawn, garden and landscaped areas in or on any enclosed portion of any Lot which is intended for use only by the occupants of the Dwelling of such Lot. The Association may levy any and all of these types of assessments concurrently for the purposes specified or implied, as

and when provided and conditioned in the bylaws of the Association, and in the amounts determined and limited by the Board of Directors, and against each and all of those Lots hereinafter identified. Each and all of these assessments properly levied shall become a lien against such Lots enforceable by the Association.

(2) **Annual Operating and Maintenance Assessments.** Each

Assessment Year, the Association shall levy an Annual operating and Maintenance Assessment against all Lots owned by a Class A Member. The amount of the Annual Operating and Maintenance Assessment shall be the amount required by the Association, as estimated by the Board of Directors, to meet the Association's Annual Expenses during the Assessment Year, including Reserves for Replacement, divided by the total number of Lots owned, at the time of such estimate, by a Class A Member. Annual Operating and Maintenance Assessments shall be levied equally and uniformly against each of said Lots owned by a Class A Member. The amount of such Annual Operating and Maintenance Assessment levied against a Lot owned by a Class A Member shall be the Association's Annual Operating and Maintenance Assessment for that Assessment Year. Each person, except Declarant, who becomes an owner of a Lot comprising part of the Property, by acceptance of a deed therefore or acceptance of a similar instrument transferring to him title to the Lot, whether or not said instrument shall so state, shall be deemed to covenant and agree to pay the Association each month, in advance, a sum equal to one-twelfth (1/12) of the Association's Annual Operating and Maintenance Assessment, as same from year to year may be determined and set. The Board of Directors may allow annual or semi-annual payments at its discretion. Each Class A Member owning a Lot at the beginning of an Assessment Year shall be responsible for paying during the Assessment Year the full amount of the Annual Operating and Maintenance Assessment levied against his Lot. Each Class A Member acquiring ownership in a Lot during an Assessment Year shall be responsible for paying during the remainder of the Assessment Year a prorated amount of the Annual Operating and Maintenance Assessment. The Association's annual expenses shall include but in no way shall be limited to the following, to-wit:

(a) The costs of operating Common Areas and community facilities, including the costs incurred for reasonably necessary management and administration of Common Areas and community facilities, which costs shall include fees paid to any Management Agent; and

(b) The costs of maintaining, cutting, pruning, treating, fertilizing, caring for, replacing, and irrigating trees, shrubs, lawn grasses, and other landscape components located within the rights-of-way of public or private streets within or bordering the Property or within any Common Areas and community facilities; and

(c) The costs of maintaining, replacing and repairing the components of the Community entrance and fences installed by Declarant along North Agency Lane including staining surfaces visible from said roads, and the costs of such equipment required therefore; and

(d) The costs of maintaining, replacing and repairing streets including pavements, curbs, gutters, storm sewers, inlets, street lights (including costs of operation), utility fixtures, sidewalks, the Community entrance and the costs of such equipment required therefore, as, when and to the extent the Board of Directors shall determine is necessary and proper to fulfill the purposes of the Declaration; and

(e) The amount of all taxes and assessments levied against Common Areas and community facilities or otherwise levied against the Association; and

(f) The costs of fire and extended coverage and comprehensive general liability insurance on Common Areas and community facilities and the costs of such other insurance as the Association may place in force with respect to Common Areas and community facilities; and

(g) The costs of utilities and other services which may be provided to the Association, including any Community entrance; and

(h) The costs of funding all reserves established by the Association, including a general operating reserve and a reserve for replacements. The Association shall establish and maintain a reserve fund for replacements of Common Areas and community facilities and their components and equipment. The Association shall allocate and pay monthly to such reserve fund whatever amount may be designated from time to time by the Board of Directors. The Board of Directors may allow annual or semi-annual payments at its sole discretion, Amounts paid into such fund shall be conclusively deemed to be a common expense of the Association, and all such amounts may be deposited in any banking institution, the amounts of which are insured by any agency of the United States, or, in the discretion of the Board of Directors, may be invested in obligations of, or obligations fully guaranteed as to principal by, the United States of America. The reserve for replacements of Common Areas and community facilities may be

expended only for the purpose of effecting the replacement of Common Areas and community facilities, for major repairs to the components thereof for equipment replacement, and for start-up expenses and operating contingencies of a non-recurring nature relating to Common Areas and community facilities. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of each Member in any such reserves shall be considered an appurtenance to his Lot, and shall not be withdrawn, assigned or transferred separately from or otherwise than as an appurtenance to the Lot to which it appertains, and shall be deemed to be transferred with such Lot.

(3) **Special Maintenance Assessments.** The Association, acting by and through its Board of Directors, may levy during any Assessment Year one or more Special Maintenance Assessments, applicable to that year only, for the purpose of paying in whole or in part the costs of any construction and reconstruction, inordinate repair or replacement of any improvement, fixtures or personal property constituting part of the Common Area and community facilities or for such other purposes as the Board of Directors may deem appropriate; provided that prior to being levied any such assessment shall be approved by not less than two-thirds (2/3) of the then Class A Members and not less than two-thirds (2/3) of the then Class B Members, voting separately. A meeting of the Members shall be duly called for the purpose of approving any special Maintenance Assessment. Each person, including the Declarant, who becomes an Owner of a Lot comprising part of the Property, by acceptance of a deed therefore or acceptance of a similar instrument transferring to him the ownership in the Lot, Whether or not said instrument shall so state, shall be deemed to covenant and agree to pay the Association each month, in advance, a sum equal to one twelfth (1/12) of any Special Maintenance Assessment. The Board of Directors may allow semi-annual or annual payments at its sole discretion. Each Member owning a Lot at the beginning of an Assessment Year shall be responsible for paying such installments as directed during the Assessment Year the full amount of such Special Maintenance Assessment levied against his Lot. Each Member acquiring a Lot during an Assessment Year shall be responsible for paying in such installments during the remainder of the Assessment Year a prorated amount of any such Special Maintenance Assessment unless such Special Maintenance Assessment levied against his Lot has been fully paid.

(4) **Damage Assessments.** In the event the Board of Directors, in its

discretion, determines that a Class A Member has failed or refused to discharge properly his obligations with respect to the maintenance, repair or replacement of any items for which the Member is responsible or finds that a Member is responsible wholly or partially for damage to the Community entrance, any street or component thereof any Common Area or community facility or component thereof; or any area of common responsibility, the Board of Directors, acting for and on behalf of the Association, shall give the Member written notice of the Association's intent to provide the necessary maintenance, repair or replacement at the Member's cost and expense, which notice shall set forth with particularity the maintenance, repairs and replacement deemed necessary, and which notice shall be sent through the U. S. Postal Service by Certified Mail. The Member shall have thirty (30) days from the post mark date of mailing the notice to complete the maintenance, repair or replacement or appear before the Board of Directors to contest its determination. If the Member fails in this obligation the Association may provide such maintenance, repair and replacement at the Member's expense and all or any part of the costs thereof shall be levied as a Damage Assessment against one or more of the Lots in which the Members owns an interest. Each person, excluding the Declarant, who becomes an Owner of a Lot comprising part of the Property, by acceptance of a deed therefore or acceptance of a similar instrument transferring to him ownership in the Lot, whether or not said instrument shall so state, shall be deemed to covenant and agree to pay the Association each month for the next successive twelve (12) months, in advance, a sum equal to one twelfth (1/ 12) of any such Damage Assessment as levied.

(5) **Equitable Adjustments.** If a Supplement is filed for record which annexes any portion of the Additional Property to the Property and specifies that a greater or lesser level of use, benefit or enjoyment of the Common Area or Common Facilities or of services shall be available or provided by the Association with respect to any portion of the annexed Additional Property, then the Supplement may provide a different method or basis for the establishment, determination and calculation of the annual maintenance or special Assessments under Section A (2), Section A (3), Section A (4) or Section A (1) (d), supra, with respect to such annexed Additional Property. In such event, the Association shall have the authority and the duty to make equitable adjustments in and to the procedures described in this Article IV for the establishment, determination and calculation of the annual maintenance and special Assessments to reflect any such different level of use, benefit and enjoyment of the

Common Area or Common Facilities or services available or provided by the Association.

(6) **Assessments Are Not Dues.** No portion of the annual maintenance and special Assessments provided in or permitted by this Article IV are intended to be, or shall be construed to be, dues for membership in the Association.

(7) **Assessment of Developers.** Any Lot owned by a Developer shall be subject to Assessment by the Association with the assessment to be pro-rated between Developer and Declarant for the year of purchase.

SECTION B. Enforcement of Assessments. The Association, acting by and through its Board of Directors, and acting pursuant to the bylaws of the Association, shall have the power to enforce the collection of any assessment levied by the Board and take such other and further action as to assessments (levy and collection, etc.) as may be necessary and as expressed in the bylaws of the Association.

SECTION C. Subordination of Mortgages. Notwithstanding any other provision of this Declaration to the contrary, the lien upon any Lot to secure any assessment levied pursuant to this Declaration shall be subordinate to the lien of any duly recorded first mortgage on such Lot made in good faith and for value received, and the lien hereunder shall in no way affect the rights of the holder of any such first mortgage; provided, however, that such subordination shall apply only to assessments, and installments thereof, which have become due and payable prior to the sale or transfer of such Lot pursuant to a foreclosure of any such first mortgage, or prior to the execution of any deed, assignment or other proceeding or arrangement in lieu of foreclosure. Any holder of any such duly recorded first mortgage made in good faith and for value received who comes into possession of such Lot pursuant to a foreclosure of the mortgage, or pursuant to the execution of any deed, assignment or other proceeding or arrangement in lieu of foreclosure, and any purchaser at a foreclosure sale, as well as any transferee under any deed, assignment or other proceeding or arrangement in lieu of foreclosure, shall take the Lot free of any claims for unpaid assessments levied against the Lot which accrued prior to the time such holder comes into possession of the Lot, or prior to the foreclosure sale or prior to the execution of any deed, assignment or other proceeding or arrangement in lieu of foreclosure, as the case may be, except for claims for a proportionate share of such unpaid assessments resulting from a reallocation of such unpaid assessments among the various Lots upon the Property. However, such foreclosure, deed, assignment or other proceeding or

arrangement in lieu of foreclosure shall not relieve the mortgagee in possession or the purchaser at foreclosure or the transferee under any deed, assignment, or other proceeding's or arrangement in lieu of foreclosure from any liability for any assessments thereafter becoming due, or from the lien herein created to secure the payment of any such assessments, which lien, if it be asserted as to any such assessments thereafter becoming due, shall have the same effect and be enforced in the same manner as is provided herein.

No amendment to this Section shall affect the rights of the holder of any first mortgage on any Lot (or the holder of any indebtedness secured thereby) recorded prior to the recording of any such amendment, unless said holder shall join in the execution of any such amendment.

The Board of Directors, in its sole and absolute discretion, may extend the provisions of this Section to the holders of mortgages (or the holders of the indebtedness secured thereby) not otherwise entitled to the benefits hereof

SECTION D. Additional Default. Any recorded first mortgage encumbering a Lot on the Property may provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Declaration, or any installment thereof, likewise shall be a default under such mortgage, but failure to include such a provision in any mortgage shall not affect the validity or priority thereof, and the protection extended to the holder of any such mortgage (or the indebtedness secured thereby) by this Declaration shall not be altered, modified or diminished by reason of any such failure.

ARTICLE V.

ARCHITECTURAL REVIEW

SECTION A. Architectural Guidelines and Review.

(1) In order to protect the natural beauty and tranquility of the Property, promote aesthetic harmony of the Community, and protect property values, and subject to Sub-Paragraph (2) following, an Architectural Review Committee appointed by the Board of Directors must review and approve all plans for any improvements (including grading, site location and landscaping) on the Property prior to any construction activity. Architectural Design Guidelines and a review and approval process have been established to provide owners, architects and contractors with parameters for the preparation and approval of these drawings

and specifications. The Architectural Design Guidelines are incorporated herein and made a part hereof by reference. A copy of the Guidelines may be obtained from the Declarant or the Association. Prospective purchasers of Lots are encouraged to review these Architectural Design Guidelines prior to purchasing a Lot. To cover expenses of review, including expenses of architects or other consultants, the Architectural Review Committee may charge a fee for reviewing applications, which fee may be established by the Committee from time to time.

(2) Subject to the limitations imposed by and under Article XII, Section D. (2), the Architectural Review Committee shall be appointed by the Declarant or by a majority of Class B members as long as Declarant owns of record any lot or any part of the Property unplatted subject to annexation. Thereafter, the Architectural Review Committee shall be appointed by the Board of Directors.

SECTION B. Enforcement of Architectural Guidelines. In addition to its other powers under these Declarations or existing law, the Association shall be entitled to:

(1) Prohibit construction of any improvements on the Property which the Architectural Review Committee has not approved; and

(2) Prohibit further construction of or compel removal or modification of improvements which are at variance or not in compliance with the plans approved by the Architectural Review Committee, if the Association, in its sole discretion, determines that the variance is material.

(3) All Owners, by accepting a deed to the Property, acknowledge, and a conclusive presumption exists, that no adequate remedy exists at law for a violation of the Architectural Design Guidelines, and that the threatened harm of a violation of the Architectural Design Guidelines exceeds any threatened harm to an Owner from not being able to construct improvements in violation of the Guidelines. The Association shall be entitled to recover its attorneys fees and other costs of enforcing compliance with the Architectural Design Guidelines.

ARTICLE VI.

MAINTENANCE

SECTION A. Obligation to Maintain Lot.

(1) Each Class A Member shall have the obligation to maintain his entire Lot, which obligation shall include regular cutting, pruning, treating, fertilizing and caring for

trees, shrubs, lawn grasses and other components (including irrigation systems) of lawns and landscaped and/or open areas within his Lot. This obligation applies to Unimproved Lots as well as Improved Lots, and, without limiting the foregoing, expressly requires owners of Unimproved Lots to keep the grass cut. This obligation applies from lot line to lot line within each Lot, and to the curb of each street to which a Lot adjoins, and regardless of whether part of the Lot is burdened by an easement.

(2) In addition, the Association may secure the services of a landscaping or a yard maintenance company to effect the cutting of yards on a regular basis, i.e., on the first and third Saturdays of each month during certain seasons.

SECTION B. Obligation to Maintain Dwellings. In addition to his obligation to maintain his Lot, each Class A Member who has an interest in an Improved Lot shall have the obligation to maintain and repair the exterior of the dwelling and any other structures on his Lot, which obligation shall include repainting the dwelling on a regular basis to maintain a tasteful and attractive exterior, and repairing broken windows and missing roof tiles or shingles. If the dwelling or any other structure should be damaged or destroyed by fire or other casualty, the Member shall remove, repair and/or replace any damaged portions promptly.

SECTION C. Enforcement. If the Board of Directors, in its discretion, determines that a Class A Member is not fulfilling his duty of maintenance under this section, then the Association may enter upon this Member's Lot, perform the maintenance, and levy an assessment on the Lot to secure repayment of its costs, all as provided in Article IV, Section B herein, and in the bylaws referenced therein. The Association also may use any other remedy available to it under this Declaration or by law to enforce this maintenance obligation.

ARTICLE VII.

PROHIBITIONS

SECTION A. Prohibited Actions, Activities, Uses and Nuisances. Except for the activities of the Declarant during the construction and development of the Community, except for activities and uses expressly permitted and not substantially inconsistent with the provisions of this Declaration, except for things done pursuant to the prior written approval of the Architectural Review Committee, and except as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or to any Common Areas or community

facilities or component thereof:

(1) A Lot may shall used for single family residential purposes only and not for commercial purposes, with siting of all improvements to be determined by the decision of said Architectural Review Committee.

(a) The term “residential purposes” as used herein shall be held and construed to exclude, among other things, hospitals, duplex houses, apartment houses, churches, playgrounds, parks, and to exclude offices, commercial and professional use, except an office in the home, and these covenants do hereby prohibit such usage for any lot.

(b) An Owner may not lease a Lot or improvements on a Lot to another person, unless the Board of Directors approves. No timesharing or similar arrangements are allowed.

(c) Each Lot or Owner covenants to notify the Association in writing of the transfer, sale, or lease of his or her Lot or Property and the name of the new owner or approved lessee. No Lot or Property may be sold, transferred, or leased without so notifying the Association. All new owners and lessees shall be required to become a member of the Association and be subject to this Declaration and the bylaws, rules, and regulations of the Association.

(2) No noxious or offensive trade or activity shall be carried on upon any Lot or within any dwelling, nor shall anything be done thereon or therein, which may be or become an annoyance or nuisance to the Community or other Members. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell or other sound device, except such devices as may be used exclusively for security or safety purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other improvements. No noxious or offensive odors shall be allowed to arise from any Lot.

(3) The maintenance, keeping, boarding or raising of animals, livestock, fowl, or poultry of any kind, regardless of number, is hereby prohibited on any Lot or within any dwelling, except that this shall not prohibit the keeping of dogs, cats or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes, and provided further, that such domestic pets are not a source of annoyance or nuisance to the community or other Members. The Board of Directors, or upon resolution of the Board of Directors, the Architectural Review Committee, shall have the authority, after hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other Members, and such determination shall be conclusive. Pets shall be attended at all times and shall be registered with the proper

authority, licensed and inoculated as may from time to time be required by law. Pets shall not be permitted within or upon any other Common Areas and community facilities unless the pet be carried, or is on a leash and accompanied by an adult capable of controlling the animal. In no such event shall any pet be allowed to use any Common Area or community facility as a toilet facility. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate.

(4) No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any Lot. Firewood shall be kept neatly stacked only within a Lot on which the dwelling is occupied.

(5) Except for those of a guest or temporary employee, no automobile or other motor vehicle shall be parked or permitted to remain parked on a street except during bona fide emergencies. No wrecked or junk vehicle, commercial vehicle, large trailer, truck larger than 3/4 ton, house trailer, mobile home, bus, camper, all-terrain vehicle, motorcycle, boat, or machinery or equipment of any kind or character (except such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling, and except such equipment and machinery as the Association may require in connection with the maintenance and operation of any Common Areas and community facilities) shall be kept within the Property unless such is completely enclosed in a garage or kept in an area specifically designated therefore by the Association, nor (except during bona tide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on a street, Lot, Common Area or community facility within the Property.

(6) All property owners shall use garbage containers issued by the garbage collection company or as may be specified and approved by the Association. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot. Garbage, trash, and other refuse shall be placed in covered containers. Containers or other equipment used for the storage or disposal of garbage, trash, rubbish or other refuse shall be kept in clean, sanitary condition.

(7) Except with the written approval of the Association, acting by and through its Board of Directors, which approval must be so indicated within the written instrument effecting the transfer or conveyance of the Lot, no Lot shall be divided or subdivided, no portion

of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose, and no easement or right-of-way shall be transferred or conveyed for any purpose to any public or private utility, public body, or person. Notwithstanding the foregoing, nothing in this subsection shall prohibit such change or realignment of boundaries as between adjacent Lots as may be deemed reasonable to the Association, and the change or realignment of boundaries between a Lot and a Common Area(as to which the Board of Directors shall be required to give its approval, and provided further such does not materially decrease the accessibility of the Common Area or decrease the acreage in the total Common Areas of the Property), the combination of two or more Lots into a larger Lot, and the conveyance to a public or private utility company of an easement or right-of-way for underground sewers, pipes, wires, cables or conduits which are to be installed and operated for the benefit of the Community. The provisions of this Sub-section shall not apply to Lots owned by the Declarant at the time of such transfer or conveyance of any easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, private utility, or to the Association, the Declarant, or any other person for any purpose.

(8) No water pipes, sewer pipe, gas pipe, drainage pipe, telephone cable, electric wire, television cable, or similar line shall be installed or maintained on any Lot above the surface of the ground.

(9) No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

(10) No sound hardwood trees measuring in excess of four (4) inches in diameter four (4) feet above the ground shall be removed from any Lot without the written approval of the Architectural Review Committee.

(11) No structure of a temporary character, and no trailer, tent, shack, barn, kennel, outdoor clothes line or dryer, swimming pool filter system, fuel or similar tanks, playhouse, shed or other building shall be erected, used or maintained on any Lot at any time, unless:

(a) Approved in advance by the Architectural Review Committee which shall have complete and unfettered discretion to deny or condition its approval of applications to build such structures, and at the discretion of the Architectural Review Committee, and

(b) Completely enclosed by a fence and not visible from public view.

(12) Except for entrance signs, directional signs, signs for traffic control or safety, Community identification signs, and such promotional sign or signs as may be maintained by the Declarant or the Association, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot or dwelling, provided, however, that one temporary non-flashing real estate sign not exceeding six (6) square feet in area, may be erected upon any Lot or attached to any dwelling placed upon the market for sale. Any such temporary real estate sign shall be removed within forty-eight (48) hours following the sale of such Lot or dwelling.

(13) No structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, diminish, obstruct, or retard the direction or flow of surface water runoff in any drainage easement, storm drain, swale or channel.

(14) No television or radio aerial or antenna, and no other type of aerial or antenna or similar device such as a satellite antenna or dish, used either for reception or for transmission, shall be maintained upon any Lot or the exterior of any dwelling, unless such aerial, antenna, or device be screened from public view in a manner approved in advance by the Architectural Review Committee.

(15) No Member shall engage or direct any employee of the Association on any private business during the time when such employee is on duty as an employee of the Association, nor shall any Member who is not an officer or director of the Association direct, supervise, or in any manner attempt to assert control over any employee of the Association during such time.

(16) No Member shall dedicate, convey or permit an easement, license, or right-of-way for any purpose in, through, over or across all or any part of a Lot he owns (unless such easement, license, or right-of-way was dedicated, conveyed or permitted by the Declarant or its predecessors in title) without joinder therein by the Association acting by and through its Board of Directors, which may impose on the grantee or beneficiary thereof such requirements and restrictions as the Board of Directors may deem necessary to preserve the health, safety, convenience, and welfare of the Members of the Association or otherwise promote the purposes of this Declaration.

(17) No Member shall fail to maintain or repair his or her Lot or dwelling or

other structure on his Lot, or do anything that detracts from the natural tranquility and beauty of the Property, or the aesthetic harmony or property values of the Community.

(18) No Member shall build his own cesspool, sewerage or water treatment facilities, or water well, but will install and use only water, sewerage and other utility services provided by utility companies serving the Community and approved by the Association.

SECTION B. House Rules. No Member or other person shall violate any rules for the use of the Common Areas or community facilities or house rules or other Community rules and regulations not inconsistent with the provisions of the Declarant which may be adopted from time to time by the Board of Directors and promulgated in writing among the membership, and the Board of Directors is fully authorized to adopt all such rules and regulations.

SECTION C. Prohibited Ownership. Except for Declarant, or a corporation or partnership in which Declarant has an ownership interest, corporations, partnerships, associations, or groups of any kind may not own lots within North Agency Lane at Bridgewater. Every person who accepts a deed to property within North Agency Lane at Bridgewater covenants that he or she will not convey any property to a corporation, partnership, association, or group of any kind. Lots and the improvements thereon shall be held by one individual except that a person and his or her spouse may own a lot and improvements jointly. This provision applies to the title of a lessee as well to the title of a fee owner. A trustee may, however, for a limited period of time such as in foreclosure or other involuntary acquisition, hold title to a lot or property for up to one (1) year subject to these covenants so long as all of the covenants hereof are observed. A qualified retirement plan may own title to property for a period of up to three (3) years from the date of this Declaration. Thereafter, no qualified retirement plan may own title to property. An estate may hold title to a lot or property for up to three (3) years so long as all of the covenants hereof are observed. The Association may waive the provisions of this Section C. Nevertheless, in certain cases, a builder (contractor/ corporation/ partnership) may take title to construct a dwelling for himself/herself, or for a customer/client, but such builder shall not hold title in a corporate or partnership name for longer than twelve (12) months following substantial completion of construction as said completion is determined by the Board of Directors. During such ownership, the Owner shall observe all of the terms and conditions of these covenants and shall pay such fees, dues, and expenses as would be levied or assessed against any other Owner, or as may be imposed by the Board of Directors.

ARTICLE VIII.

EASEMENTS

SECTION A. Reservation of Easement Rights by the Declarant. The Declarant, for itself and its assigns, hereby reserves a nonexclusive easement and right-of-way in, through, over, and across any area shown as an easement on the Plat and in, through, over, and across any Common Areas and community facilities for the purposes of the storage of building supplies and materials, the installation, construction, maintenance, reconstruction and repair of sanitary sewers, water pipes, irrigation pipes, electrical wires or cables, telephone wires or cables, gas lines, storm drains, television cables, underground conduits, and related appurtenances to any of same, and for all other purposes reasonably related to the completion of construction and the provision of utility services, whether public or private, to the Community and to other real property in the vicinity of the Community. Any and all instruments of conveyance made by the Declarant to the Association with respect to any Common Areas and community facilities shall be conclusively deemed to incorporate this reservation, whether or not specifically set forth in such instruments. At the request in writing of the Declarant, the Association shall from time to time execute, acknowledge, and deliver to the Declarant such further assurances of this reservation as may be necessary.

SECTION B. Conveyance of Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such other easements, licenses, and rights-of-way over any Common Areas and community facilities for the installation, operation and maintenance of sanitary sewers, water pipes, electrical wires or cables, telephone wires or cables, gas lines, storm drains, television cables, underground conduits, and related appurtenances for any and all purposes benefitting the Community and other real property in the vicinity thereof as may be considered necessary or appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of any Common Areas and community facilities and for the preservation of the health, safety, convenience, and welfare of the owners of the Lots, or the Declarant.

SECTION C. Construction Easements. The Association, acting by and through the Board of Directors, shall have the right, but not the duty, to subject temporarily a reasonable part of any Common Area or community facility or a reasonable part of any Lot to a construction

easement for the benefit of the Association or the Owner of an adjoining Lot, which construction easement shall be to permit the safe and proper construction of a dwelling or appurtenance on the adjacent Lot. Said construction easement may be conditioned by any reasonable terms and provisions, including limitations as to duration, as the Board of Directors may determine to be necessary or appropriate. The beneficiary of any such construction easement shall solely bear responsibility for damages to or disturbance of (caused by the beneficiary's exercise of any right herein enumerated) improvements or ground surfaces on the portions of the Common Area or community facility subjected to such easements for benefit of the beneficiary. The failure of the beneficiary to promptly repair or restore such damaged or disturbed improvements and surfaces shall be considered a violation of these covenants, conditions and restrictions, and, upon written notice from the Board of Directors, such violation shall be promptly corrected, removed or remedied. In the event the violation is not corrected, removed or remedied, within fifteen (15) days (or within such shorter period as may be reasonably required in such notice) after notice of the violation is delivered to the Member who is the beneficiary of said construction easement, then the Association shall have the right, through its agents and employees (but only after the Board of Directors by resolution has so directed) to take such steps as may be necessary to correct, remove or otherwise remedy such violation, and the cost thereof may be assessed against any Lot owned by the Member who is the beneficiary of said construction easement, and, when so assessed, a statement for the amount thereof shall be rendered to such Member as the Owner of such Lot, at which time the assessment shall become due and payable and shall be secured by a continuing lien upon such Lot, and shall be a binding personal obligation of the Owner of such Lot, in the same manner and subject to the same limitations as are provided in Article IV of this Declaration and the bylaws therein referenced.

SECTION D. Maintenance and Support Easements. Any Common Areas and community facilities, each Lot, and any dwelling on a Lot, for the benefit of the Association and the Owner of the adjoining Lots and abutting dwellings, shall be and hereby is subject to irrevocable easements for drainage (including "French" drains) for:

(1) The maintenance and unobstructed and uninterrupted use of any and all underground pipes, ducts, flues, chutes, conduits, cables and wire outlets and utility lines of every kind.

(2) To easements for maintenance and lateral support of adjoining and

abutting buildings and improvements.

(3) To easements for such portions of any building or improvement that may overhang a Lot or any portion of any Common Areas and community facilities.

(4) To easements for the lead walks and sidewalks serving adjoining and abutting areas.

SECTION E. Landscaping Easement. Declarant and the Association, acting by and through its Board of Directors, shall have the right to impose a landscaping easement not to exceed ten (10) feet in width along North Agency Lane, and such easements as may be required or deemed necessary by the Declarant or the Association for the landscaping of the entranceway or ways for North Agency Lane at Bridgewater Community, such easements to be reserved in any deed from the Declarant to its Grantee of record.

SECTION F. Utility and Drainage Easements.

(1) Unless otherwise set forth in the deed of conveyance from the Declarant, or otherwise shown on the recorded plat of the subdivision, the following easements are reserved on, over, and across all lots:

- (a) An easement ten (10') feet in width off of and across each side of each lot adjacent to the right of way of any dedicated street;
- (b) An easement five (5') feet in width adjacent to each interior lot line;
- (c) An easement ten (10') feet in width adjacent to the rear lot line;
- (d) Any Special Purpose Easement as set forth in Section A of Article VIII, and as shown on the recorded plat of subdivision;

(2) If an owner of two adjacent lots desires to use such lots as one lot and construct a dwelling or other improvement on the property line joining the two lots, then and in that event, the easement along the common line between the two lots may be abandoned by the Declarant and the Association, provided, that there are no utility lines located within such easement. If the Declarant and the Association elect to abandon said easement, and there are no utility lines or facilities located within the easement, upon filing of a resolution of abandonment by the Association and the Declarant, said easement shall be extinguished.

(3) If there is any conflict between the dimensions as set forth hereinabove, on the recorded plat or in the deed of conveyance from the Declarant to its Grantee, then the easements set forth in the conveyance shall control, except where a greater width is shown on the

recorded plat.

(4) As they are shown on the Plat, all the areas depicted on the Plat either as utility easements (or as drainage easements, or as both), and any area which may be designated or reserved as a utility easement, (or as a drainage easement, or both), in a deed to a buyer, shall each and all be subject to non-exclusive easements in favor of, severally, the Association, the Declarant, and each certified utility company which heretofore has installed, or caused to be installed, or which may hereafter install, or cause to be installed, within said easement any sanitary sewer pipe, water pipe, wire, conduit, cable, manhole, valve, transformer, switch, connector, or any other equipment or facility for the purpose of transmitting or providing sanitary sewer service, water, electricity, telephone, natural gas, cable television signals, or any other service normally considered to constitute a "utility" service. Each such easement shall permit the Association, the Declarant, and each such utility company to perform from time to time anything and everything reasonably necessary or appropriate to repair, maintain, replace, change the size of, and otherwise maintain in proper and adequate operating condition all such equipment and facilities heretofore installed by or for each such utility company, provided however, a utility company shall have no right to place any such pipe, wire, conduit or appurtenance above the ground without the express written permission of the owner and the Association unless such pipe, wire, conduit or appurtenance is routinely placed above ground when the utility company provides underground service or unless such pipe, wire, conduit or appurtenance exists on the Lot above ground prior to ownership in the Lot being acquired by the Owner. As used herein, the expression "utility company" shall mean and include Mississippi Power & Light Company, South Central Bell Telephone Company, Madison County television cable companies, Entex, Inc., Mississippi Valley Gas Company, and any other entity which has heretofore or which shall have hereafter installed, or maintains the facilities mentioned above.

(5) All the areas depicted or designated on such plat as drainage easements (or as utility easements or as both), or as reserved in the deed to a buyer, also shall be subject to non-exclusive easements in favor of the Association and Declarant, severally, which easements shall permit the Association and the Declarant, or either of them, to perform from time to time anything and everything reasonably necessary or appropriate to maintain proper drainage within the Community. Nothing in this Sub-paragraph shall be interpreted as relieving the owner of a Lot from the responsibility of performing all routine cutting, trimming, pruning and upkeep

necessary or appropriate to maintain any and all portions of a Lot across which surface water may drain.

ARTICLE IX.

LAKE, USE OF LAKE, BOATING AND FISHING REGULATIONS

SECTION A. EASEMENT RIGHTS.

1. Reservation of Easement Rights by the Declarant.

(a) In connection with the development of any lake in North Agency Lane at Bridgewater, other than a lake falling within the purview of Paragraph 3 Section (O), Declarant reserves certain non-exclusive easements and rights of way in, through, over, and across portions of the properties comprising the lake for the purpose of constructing, maintaining, reconstructing and repairing the lake, the dam and appurtenances to any of same, and for all other purposes reasonably related to the repair, maintenance, or reconstruction of the lake. Any and all instruments of conveyance made by the Declarant to any individual or other entity with respect to any of the subject property shall be conclusively deemed to incorporate the conveyance of such easements or the reservation thereof, whether or not specifically set forth in such instruments.

(b) Any lake heretofore constructed on any part of the Property and falling within the purview of this Declaration or shown on the plat of Bridgewater 12 North Agency Lane at Bridgewater shall be governed by Paragraph (P), *infra*, except as set forth in Paragraph (O).

2. Lake Easement. In connection with the development of any lake, Declarant conveys a non-exclusive easement for use of the lake to all members of the Association, over, under and across the lake. Such easement is within the perimeter of the lake and includes that portion which is inundated by water. Such lake is expressly made subject to a non-exclusive easement for its use by all members of the Association and Declarant.

3. Reservation in Deeds. A non-exclusive easement ten (10) feet in width around and exterior to the perimeter of any such lake as shown on the plat whereon said lake appears, is reserved by Declarant and the Association for maintenance of the sea wall and appurtenances, and is reserved to all members for emergency purposes only, and regulated therefore as the Board of Directors may determine. Declarant may make other reservations and restrictions applicable to each lot by appropriate provision in the deed conveying said lot, and such reservations and restrictions shall inure to the benefit of and bind the respective parties in

the same manner as though they had been expressed herein.

SECTION B. Common Use, Benefit, and Enjoyment. That part of the Property which is identified as the lake and hereinafter referred to as the “Lake” shall be held and maintained for the common use, benefit, and enjoyment of the Declarant and all of the owners of the Property, subject only to the special conditions and restrictions declared or implied in this paragraph and to the special conditions and restrictions, if any, which may be declared or implied in the instrument conveying an interest in the lands within said lake to the Association. Also, guests of the owners of any lot may enjoy the lake and Common Areas, but only if and when they are accompanied by the owners of Property. The Association shall not be responsible for the maintenance of the lake and all components thereof and improvements therein, except that the Association or any Association governed by lot owners abutting said lake to which such rights are assigned by the Association in accordance with Section N, infra may require an Owner to be specifically responsible for the shore line of his or her lot and for certain improvements constructed by the Member, or his predecessor in title to a lot, as herein permitted.

SECTION C. Easement of Light, Air, and View. There is hereby reserved for the benefit of the Declarant, the Association, and each Member, and their respective successors and assigns, the right and easement of light, air, and view over and across the lake.

SECTION D. Fences, Walls, Trees, and Shrubbery. The Association reserves the right to control the height of fences, walls, and any other structure, of trees and shrubs over three (3) feet in height in any area within twenty-five (25) feet of the edge of the lake.

SECTION E. Regulating the Use of the Lake. A member of the Association may construct shoreline improvements on the lake shore at the edge of the lake to improve shoreline appearance, facilitate maintenance and minimize bank erosion where a sea wall has not been constructed by the Declarant or the Association. Prior to the installation, erection, or construction of such improvements, photographic depictions, plans or specifications therefore must first receive approval by the Association, which may condition its approval and mandate appurtenances to said improvements as it deems necessary. Failure to obtain approval for such improvements, or to construct same in accordance with Committee’s approval thereof, or to maintain the same in their required sound and attractive conditions shall be considered to be a violation of these covenants, conditions and restrictions and, upon written notice from the Association or its designated agent, such violation shall promptly be corrected, removed, or

remedied. In the event the violation is not corrected, removed, or remedied, within fifteen (15) days (or within such shorter period as may be reasonably required in such notice) after notice of the violation is delivered to the member responsible for such violation, then the Association shall have the right, through its agents and employees (but only after the Board of Directors by resolution has so directed) to take such steps as may be necessary to correct, remove or otherwise remedy such violation, and the cost thereof may be assessed against any lot owned by the member responsible for such violation, and, when so assessed, a statement for the amount thereof shall be rendered to such member as the owner of such lot, at which time the assessment shall become due and payable and shall be secured by a continuing lien upon such lot, and shall be the binding personal obligation of the owner of such lot.

SECTION F. Impoundment. Artificial impoundment of water shall not be permitted except upon the prior written approval of Declarant.

SECTION G. All water impounded within the lake shall be withdrawn and used only by the Association or by a member having approval of the Association.

SECTION H. Lake Water Level. Neither the Declarant nor the Association shall be required to maintain the water level of the Lake at any certain elevation or between any certain maximum and minimum elevations. Declarant and/or the Association may lower the water level or drain the lake if such is prudent or necessary for the discharge of their responsibilities herein, or the installation, maintenance, and repair of the outlet structure, any shoreline improvement, sewer drain, pipe, wire or cable, or any related appurtenance, or for any other purpose.

SECTION I. Lake Maintenance. Except where provided for in paragraph (O) hereinafter, the Association shall be responsible for the maintenance of the outlet structure of the lake and incoming and outgoing storm drains, for the maintenance of appropriate water quality in the lake, for the removal of excessive amounts of vegetation, debris and/or sediment for the lake, for the regulation of the use and activities of the water surface of the lake, for the propagation, control and management of wildlife of any kind which habitat in or around lakes, and for the acquisition of all permits and approvals, including extensions, renewals, and additions, if any, required by federal, state, or county statutes, ordinances, and regulations. Declarant and the Association shall not be responsible for the safety of any person in or on the surface of the lake or in or on any incoming and outgoing storm drains including the outlet

structure.

SECTION J. Trash. No garbage, trash, or refuse of any kind shall be any time be dumped on or deposited in lake.

SECTION K. Boat Length. No boat shall be operated or permitted to operate on the lake in excess of sixteen (16) feet in length, but this may be changed by an act of the Board of Directors of the Association.

SECTION L. Boat Ownership.

(1) No boat may be used or operated on the lake which is not the personal property of a member of the Association.

(2) No person shall be permitted to operate a boat while under the influence of alcohol or drugs.

(3) Each member is responsible for the operation of any boat belonging to him or her and for the conduct of his or her family members and guests as regards observation of all of the provisions hereof. Failure to observe these rules shall result in the issuance of warning tickets and continued failure to observe these rules or any activity which is conducted which may be of a dangerous nature may result in suspension, in whole or in part, of the member's privilege to use North Agency Lane at Bridgewater Lake.

SECTION M. Fishing Regulations. Subject to the other provisions hereof, no one shall be permitted to fish in any lake except Members and their families and guests.

(1) Members may invite guests to enjoy fishing privileges provided the said guests are accompanied by a member.

(2) The Board of Directors may designate those areas which may be fished by boat or from shore and may regulate such other aspects of fishing as it may deem necessary.

SECTION N. Use of Lake; Declarant Held Harmless. Each and every member and occupant of any lot or property shall and does, by accepting title to his or her interest in the lot or property, agree to indemnify, defend, and hold harmless Declarant, his agents, employees, and successors, against and from all claims for injury or death to persons, or damage to or loss of property arising out of the construction, use, operation and/or maintenance of the improvement on the lot or property occupied by, owned by, or under the control of such owner or occupant, the use and/or possession of such lot or property, the conduct of business or any other activities by such member or occupant or his or her guests or invitees on any lot or property, or upon the

lake.

SECTION 0. Limited Access Lake. In the event the use of any lake constructed either on the property or otherwise coming within the purview of this Declaration and being bound by all the terms, covenants, and conditions thereof by an appropriate document, shall be limited to those abutting said lake, such lakes shall be designated as a Limited Access Lake (LAL). On any Limited Access Lake (LAL) only those members of the Association whose property or properties abut the LAL shall be entitled to use that particular LAL. There shall be no fishing, boating, sailing, or any other use of said LAL by any member of the Association except as herein stated.

In all other respects: fences, walls, impoundment, use of the water, etc., the covenants affecting the Lake shall apply to an LAL except that those owners abutting said LAL shall set up their own LAL maintenance, upkeep, water level, boating (number, size, and horse power only), and dam and drainage maintenance controls, rules, and regulations.

SECTION P. Authority of the Board of Directors. The Board of Directors of the Association shall have the power to regulate the uses of any Lake or Limited Access Lake, except as to those matters pertaining to a LAL, as to which only the abutting owners have a particular interest, and one not shared with the membership at large.

ARTICLE X.

MANAGEMENT AGENT, INSURANCE, AND TAXES

The Board of Directors shall have the power to employ for the Association a Management Agent, and to make arrangements for such insurance as the Board deems necessary and prudent to protect the property of the Association and to secure the prompt payment of all taxes and insurance due by the Association.

ARTICLE XI.

PROPERTY SUBJECT TO THIS DECLARATION

Section A. The Property. The Property is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

Section B. Phase Development. The Declarant expressly reserves the option, right and privilege (i) to annex all or any portion of the real property described in Exhibit "B" which

is the Additional Property, to the Property, and (ii) by or as a result of such annexation to subject the annexed Additional Property to the provisions of this Declaration and the jurisdiction of the association. The provisions of this Declaration shall not affect or apply to any portion of the Additional Property unless and until such portion of the Additional Property is annexed to the Property pursuant to the provisions of Section C of this Article XI.

The Declarant shall not have the obligation, but only the option, right and privilege, to develop or annex any portion of the Additional Property. The Declarant expressly does not represent, warrant or guarantee to any Person that any portion of the Additional Property will be developed or will be annexed to the Property. By acceptance of a deed conveying any interest in a Lot, each Owner agrees and represents and warrants to the Declarant and the Association that, in purchasing or otherwise acquiring such interest in the Lot, the Owner has not relied on any proposed, current or future development of any portion of the Additional Property or annexation of any portion of the Additional Property to the Property.

Section C. Annexation Procedures. To annex Additional Property to the Property as permitted by Section B of this Article XI, the Declarant shall execute and file for record a Supplement which describes the portion of the Additional Property being annexed to the Property and the new, amended or revised description of the Property. The option, right and privilege of the Declarant to annex any portion of the Additional Property to the Property is subject to the following provisions:

(2) The Declarant may annex any portion of the Additional Property at different times and in any sequence desired by the Declarant without regard to whether or not the portion of the Additional Property being annexed is contiguous or noncontiguous to the Property.

(3) The Supplement shall extend the provisions and scheme of this Declaration to the Additional Property being annexed, but the Supplement may contain such complementary additions to and modifications of the provisions of this Declaration as the Declarant determines to be appropriate or necessary to provide additional security and an auxiliary entrance or to take advantage of topography enhancing the lot view and value, or for the different character or use, if any, of the Additional Property being annexed. Such complementary additions and modifications shall not be generally or substantially inconsistent with the provisions of this Declaration, except as permitted by Section A (5) of Article XIII to equitable adjustments, and other than herein stated shall not amend or modify the provisions of this Declaration.

Section D. Effect of Annexation. Upon the Supplement referred to in Section C of this Article XI being tiled for record, the Additional Property described in the Supplement shall be annexed to the Property. Any and all Lots, the Common Area and the Common Facilities, including any Green Space, of or in the annexed Additional Property shall be subject to the provisions and scheme of this Declaration and the jurisdiction, functions, duties, obligations and membership of the Association, including the Charter, the Bylaws and the rules and regulations promulgated or adopted by the Board of Directors. All Owners of Lots shall be granted the rights contained in Article II and Article III to the Property as described after such annexation.

Section E. Additional Property Modifications. At any time or times prior to January 1, 2016, the Declarant shall have the option, right and privilege, but not the obligation, to amend the description of the Additional Property, as contained in Exhibit B, to include other real property the Declarant now or in the future may own or acquire, within the vicinity of, but expressly without the necessity or requirements of being contiguous to, the real property described in Exhibit B, if at such time or times the Declarant intends to develop such other real property in a manner consistent, compatible or in conformance with the Declarant's development of the Property. To amend the description of the Additional Property, the Declarant shall execute and tile for record a Supplement which described the other real property being included in the description of the Additional Property and the resulting new, amended or revised description of the Additional Property.

Section F. Annexation Restrictions. Except for the Property and the Additional Property as amended or revised pursuant to Section E of this Article XI, other real property may be annexed to the Property or become subject to the provisions of this Declaration and the jurisdiction of the Association only by a vote of sixty-seven percent (67%) of the voting power of each class of the Members and such other consent as may be required under this Declaration.

Section G. No Consent Required. The Declarant shall not be required to obtain any consent or approval of any Owner or other Person, including any Mortgagee, to annex any Additional Property to the Property as permitted by Section B of this Article XI or to amend the description of the Additional Property to include other real property as permitted by Section E of this Article XI. Each Owner, each Mortgagee and each other Person, including, but not limited to, each grantee, heir or devisee, personal representative, successor and assign of an Owner, Mortgagee or other Person, by acceptance of any deed or other interest in or with respect

to any Lot, including a deed of trust, mortgage or similar encumbrance, shall be deemed to have expressly agreed and consented to (i) each of the provisions of this Article XI, and (ii) the execution, filing for record and provisions of any Supplement contemplated by this Article XI.

ARTICLE XII.

ADDITIONAL PROVISIONS

SECTION A. Amendment. Subject at all times to all other limitations set forth in this Declaration, this Declaration (including the Architectural Review Guidelines) may be amended as follows;

(1) Until December 31, 2014, by an instrument executed and acknowledged only by the Declarant.

(2) After December 31, 2014, by a two-thirds (2/3rds) majority of each Class of the then Members. Such amending instrument shall be recorded in the land records in the office of the Chancery Clerk of Madison County. Unless a later date shall be specified in any such amending instrument, any amendment hereto shall be effective on the date of recording of the amending instrument.

SECTION B. Duration. Unless amended in Accordance with the provisions of Section of this Article and the other requirements of this Declaration, and except where permanent easements or other permanent rights or interests are herein created, the covenants, conditions and restrictions of this Declaration shall run with and bind the land now and hereafter constituting the Property, and shall inure to the benefit of and be enforceable by the Association, or the Owners of any Lot, and by their respective legal representatives, heirs, successors and assigns, until December 31, 2036, after which date these covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless terminated at the end of any such period by an instrument executed and acknowledged within sixty (60) days preceding the end of such period by the Members who own at least a majority of the Lots, which instrument shall be filed for record in the Office of the Chancery Clerk of Madison County.

SECTION C. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Community. Enforcement of these covenants, conditions and restrictions, including the Architectural Design Guidelines, may be by any proceedings at law or in equity

against any person violating or attempting to violate any covenant, condition or restriction, either to restrain or enjoin violation or to recover damages, or both, and against any Lot to enforce any lien created hereby; and the failure or forbearance by the Association, the Declarant or the owner of any Lot to enforce any covenant, condition or restriction herein shall in no event be deemed a waiver of the right to do so thereafter. The remedies provided in this Declaration for the enforcement of this Declaration are not exclusive but are cumulative of and in addition to any other remedies existing by law or otherwise.

The provisions hereof may be enforced, without limitation, by the Declarant, by the Association, by any Owner or any mortgagee of any Lot within the Property, or by any other person who has any right to the use of any Common Areas or community facilities. Any person who brings an action to enforce these Declarations, and prevails, shall be entitled to recover his attorneys fees and other reasonable costs. Owners, by accepting a deed to the Property, acknowledge, and a conclusive presumption exists, that no adequate remedy exists at law for a violation of the Declaration, and that the threatened harm of a violation of the Declaration exceeds any threatened harm from not being able to violate the Declaration.

SECTION D. Reservations by Declarant.

(1)

(a) No provisions of this Declaration or the Bylaws or Articles of Incorporation of the Association shall limit or interfere with, or be amended to limit or interfere with, the right of the Declarant to complete the development and conveyance or transfer of all Lots in the Community. Such right shall include, but shall not be limited to, the right to install and maintain such structures, displays, signs, billboards and sales offices as may be reasonably necessary for the conduct of his business for completing the development, and for the conveyance or transfer of his interest in any Lots by warranty deed or otherwise. By accepting the deed to his Lot, each Owner hereby acknowledges that the activities of the Declarant may temporarily or permanently constitute an inconvenience or nuisance to the owner, and each owner hereby consents to such inconvenience or nuisance. The Declarant need not seek or obtain approval from the Association for any improvement constructed or placed by Declarant on any Lot in which the Declarant is the owner. The Declarant need not seek or obtain approval from the Association in order to establish or grant on any Lot the Declarant owns an easement, license, reservation or right-of-way to himself, to utility companies, or to others as may from time to time be

reasonably necessary for the proper development and conveyance or transfer of Lots owned by the Declarant.

(b) All or any part of the rights of the Declarant under this Declaration may be assigned by Declarant to any successor by recording in the office of the Chancery Clerk of Madison County, Mississippi, an instrument of assignment.

(c) Declarant reserves the right (i) to adjust or relocate a common boundary line of two Lots, or of one or more lots with a Common Area, or (ii) adjust the amount of property in a Common Area provided an equivalent area is provided in the North Agency Lane at Bridgewater Community elsewhere.

(d) This Section of this Article shall be in force and effect for so long as the Declarant owns any part or portion of the Property.

(e) Notwithstanding any other provision of this Declaration to the contrary, the prior written approval of Declarant will be required before any amendment to this Section of this Article shall be effective for so long as Declarant owns any portion of the Property.

(2) Notwithstanding anything contained elsewhere herein to the contrary, all rights and duties conferred on the Board of Directors of the Association under all Sections of this Declaration except for Articles V, VII, and VIII shall be exercised by Declarant for seven (7) years following the execution of this Declaration. Declarant reserves the right to exercise all rights and duties and give consents and waivers under Article V, VII, and VIII for a period of twelve (12) years following execution of this Declaration. Declarant may turn over all rights reserved hereunder to the Board of Directors at any time prior to said twelve (12) year period. Any rights reserved under this paragraph will be automatically extinguished or divested, and vest in said Association at such time as Declarant has divested itself of all right, title, and interest in and to the Property.

SECTION E.

(1) **Flood Hazard.** Neither the Declarant nor the Association makes any representation as to the location of any Lot with respect to any flood prone area and/or any regulatory floodway or flood hazard area which now or hereafter may exist or be designated by any governmental agency or entity.

(2) **Hazardous Substances.** Neither the Declarant nor the Association makes any representation as to or with respect to hazardous substances as defined by federal,

state, or local law, but Declarant represents that to the best of its knowledge and belief that there are no such substances on the Property.

SECTION F. Successors of Declarant. Any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant hereunder, or any part of them, may be assigned and transferred only and exclusively by the Declarant, with or without notice to the Association.

SECTION G. Incorporation by Reference on Resale. In the event any Member sells, assigns, transfers or otherwise conveys any Lot, any instrument of conveyance purporting to effect such conveyance or transfer shall contain a provision incorporating by reference the covenants, conditions, restrictions, servitudes, easements, charges and liens set forth in this Declaration; however, any such sale, assignment, transfer or other conveyance shall be subject to this Declaration whether or not expressly referred to in the instrument.

SECTION H. Notices. Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postage prepaid, to the last known address of the person who appears as Member on the records of the Association at the time of such mailing.

SECTION I. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any part of any Common Areas or community facilities by any public or municipal agency, authority, or utility, and nothing herein contained shall be interpreted as imposing upon any public agency, authority or utility company any responsibility or liability for the maintenance or operation of any of the Common Areas or community facilities, except that it shall be the obligation of such agency authority or utility company to repair any damages caused by same.

SECTION J. Severability. Invalidation of any one or more of these covenants, conditions or restrictions by judgment, decree or order shall in no way affect any of the other provisions herein, each and all of which shall be severable and shall remain in full force and effect.

SECTION K. Rights of Action. The Association and any aggrieved Member shall have a right of action against another member for failure to comply with the provisions of this Declaration or the Bylaws of the Association, or with decisions of the Association which are made pursuant to authority granted the Association in this Declaration or said Bylaws. Members

shall have similar rights of action against the Association.

SECTION L. Condemnation and Total or Partial Casualty Loss of Any Common Areas or Community Facilities. In the event of a taking or acquisition of part or all of any Common Areas or community facilities by a condemning authority, or in the event of a total or partial casualty loss of any Common Areas or community facilities, the award or proceeds of settlement or insurance allocable to the affected or damaged property shall be payable to the Association to be held in trust for Members and their mortgagees as their interests may appear. The Board of Directors of the Association shall be and hereby is deemed as the attorney-in-fact for the Association for the purpose of representing the Association and Owners in any condemnation proceeding or in negotiations, settlements and agreements.

SECTION M. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

SECTION N. Relationship Between Declarant and Owners/ Members. Nothing contained herein creates or shall be deemed to create a fiduciary or partnership relationship between Declarant and Owners.

SECTION O. Effective Date. This Declaration shall be effective when executed by Declarant and is filed for record in the office of the Chancery Clerk of Madison County.

SECTION P. Additional Restrictions. The Declarant reserves the right to place additional restrictions on the Common Areas and community facilities in the instrument conveying the Common Areas and community facilities to the Association.

[Signature Page to Follow]

IN WITNESS WHEREOF, on this the ____ day of _____, 2011, the said PGT DEVELOPMENT, LLC, a Mississippi limited liability company, acting by and through its Member Manager, has caused this Declaration to be executed and does deliver this Declaration as the act and deed of said PGT DEVELOPMENT, LLC, a Mississippi limited liability company.

**PGT DEVELOPMENT, LLC,
A Mississippi limited liability company**

**BY: _____
TOM BOBBITT, Member/Manager**

**BY: _____
PAUL FISHER, Member/Manager**

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on the ____ day of _____, 2011 , within my jurisdiction, the within named **TOM BOBBITT**, who acknowledged that he is the Member/Manager of **PGT DEVELOPMENT, LLC**, a **Mississippi member-managed limited liability company**, and that for and on behalf of said PGT DEVELOPMENT, LLC, as member of said PGT DEVELOPMENT, LLC, he executed the above and foregoing instrument, after first having been duly authorized by said PGT DEVELOPMENT, LLC, so to do.

NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on the ____ day of _____, 2011 , within my jurisdiction, the within named **PAUL FISHER**, who acknowledged that he is the Member/Manager of **PGT DEVELOPMENT, LLC**, a **Mississippi member-managed limited liability company**, and that for and on behalf of said PGT DEVELOPMENT, LLC, as member of said PGT DEVELOPMENT, LLC, he executed the above and foregoing instrument, after first having been duly authorized by said PGT DEVELOPMENT, LLC, so to do.

NOTARY PUBLIC

My Commission Expires:

Indexing Instructions: Sections 22, 27, and 28, T7N, R1E, Madison County, MS

EXHIBIT “A”

A parcel of land lying and situated in the Southwest $\frac{1}{4}$ of Section 22, the North $\frac{1}{2}$ of Section 27 Township 7 North, Range 1 East, Madison County, Mississippi, more particularly described as follows:

For a Point of Beginning commence at commence at a point which is 2.11 feet S 89 degrees 25 minutes 16 seconds W of an iron pin marking the southeast corner of Lot 395 of Bridgewater Nine, a subdivision, the map or plat of which is on file and of record in the Office of the Chancery Clerk of Madison County, Mississippi. From said Point of Beginning run thence S 00 degrees 03 minutes 24 seconds E for a distance of 1,386.26 feet to a point, said point being the point of curvature of a curve to the left; thence along said curve for a distance of 155.45 feet, having a radius of 250.00 feet, a chord bearing of S 17 degrees 52 minutes 11 seconds E, a chord length of 152.96 feet to a point; thence run S 35 degrees 40 minutes 58 seconds E for a distance of 120.48 feet to a point on the Northerly Right of way of the Natchez Trace; thence along the said right of way run S 67 degrees 15 minutes 42 seconds W for a distance of 183.11 feet to a point; thence run S 67 degrees 15 minutes 42 seconds W for a distance of 157.62 feet to a point; thence run S 65 degrees 05 minutes 33 seconds W for a distance of 430.41 feet to a point; thence run S 84 degrees 35 minutes 20 seconds W for a distance of 358.52 feet; thence run S 66 degrees 40 minutes 35 seconds W for a distance of 351.62 feet to a point; thence leaving the said section line run N 00 degrees 47 minutes 07 seconds W for a distance of 2024.93 feet to a point; thence run N 89 degrees 16 minutes 16 seconds E for a distance of 884.70 feet to a point; thence run N 08 degrees 56 minutes 44 seconds W for a distance of 80.86 feet to a point on the southerly line of said Bridgewater Nine; thence run N 89 degrees 25 minutes 16 seconds E along the said southerly line for a distance of 448.68 feet to the point of beginning. This parcel contains 53.17 acres, more or less.

MEMORANDUM

To: Mayor and Board of Aldermen

From: Alan Hart, Director
Community Development Department

Mike McCollum, Director
Public Works Department

Date: September 12, 2012

Re: Preliminary Plat:

BRIDEWATER 12 (NORTH AGENCY LANE)

We recommend that the Mayor and Board of Aldermen approve the above referenced Preliminary Plat, Covenants, and Architectural Guidelines. This subdivision is a low impact design subdivision with open ditches, large lots, and a 3,500 square foot minimum with a focus on tree preservation. Very strict Architectural Guidelines are also attached.

The Community Development and Public Works Departments have reviewed the above referenced subdivision documents in accordance with the City of Ridgeland Subdivision Regulations. The Zoning Board met to receive the documents at its regularly scheduled meeting on August 9, 2012.

The following variance to the Subdivision Regulations is requested:

1. Variance to the requirement that a cul-de-sac cannot exceed 500 feet in length with the consideration that there are only two homes accessing the road beyond the 500-foot maximum. There are two cul-de-sacs on this Plat requiring this variance.
2. Reduce the minimum requirement that road widths be a minimum of 29 feet wide to 22 feet wide with improved shoulders and open ditches.

Thank you for your consideration of this matter. Please contact me if you have any questions.

mailing address: p.o. box 217 • ridgeland, ms 39158
street address: 304 highway 51 • ridgeland, ms 39157
ph: 601.856.7113 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Alan Hart, asla – director of community development

board of aldermen: D.I. Smith - at - large • Ken Heard, cmo - ward 1 • Chuck Gautier - ward 2 • Kevin Holder - ward 3
Brian P. Ramsey - ward 4 • Scott Jones, mayor pro tempore - ward 5 • Wesley Hamlin - ward 6



MEMORANDUM

To: Mayor and Board of Aldermen

From: Alan Hart, Director
Community Development Department

Date: September 18, 2012

Re: Preliminary Plat:

BRIDGEWATER 12 (NORTH AGENCY LANE)

Based on the discussion in the Work Session, the approval of the referenced Preliminary Plat and Covenants shall be on the condition that the covenants cannot be amended without the approval from the Mayor and Board of Aldermen until such time that the homeowners take over the Association. Once the homeowners take over the Association, the normal rules for amendments as described in the Covenants shall apply. Thank you for your consideration of this matter. Please contact me if you have any questions.

mailing address: p.o. box 217 • ridgeland, ms 39158
street address: 304 highway 51 • ridgeland, ms 39157
ph: 601.856.7113 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Alan Hart, asla – director of community development

board of aldermen: D.I. Smith - at - large • Ken Heard, cmo - ward 1 • Chuck Gautier - ward 2 • Kevin Holder - ward 3
Brian P. Ramsey - ward 4 • Scott Jones, mayor pro tempore - ward 5 • Wesley Hamlin - ward 6



EQUIPMENT FINANCE

COVER LETTER

AGREEMENT #
1634467

SEPTEMBER 6, 2012

CITY OF RIDGELAND
304 HWY 51
RIDGELAND MS 39158

RE: Agreement # 1634467

Dear Valued Customer,

Thank you for selecting U.S. Bank Equipment Finance for your financing needs. Enclosed are the documents needed to complete the transaction. Please complete each item below marked with an "X," and return to me accordingly. Please note the payment amount is valid for 90 days, after 90 days it is subject to change according to current pricing.

X Sign and date the Agreement, both pages, by the "X."

X If the equipment has been delivered and is satisfactory to you, please sign and date the Delivery and Acceptance Certificate by the "X" to verify equipment delivery acceptance.

X Fax a copy of all documents (front and back) to me at 866-977-0963.

X Sign and return all **original** documents (along with the Advance Payment/Security Deposit for \$N/A, *if applicable*) to U.S. Bank Equipment Finance.

** Please do NOT return the Delivery and Acceptance Certificate if the equipment has yet to be delivered. Please hold the Delivery and Acceptance Certificate until the equipment is delivered. Once delivered, fax it to me at 866-977-0963. That will be our indication that you are ready to start your contract.*

X Within sixty (60) days of the start of the Agreement, please provide proof of property and liability insurance. Please list U.S. Bank Equipment Finance and its Assigns as Lender's Loss Payee and Additional Insured. Please fax certificates to 800-328-9092 or mail to: U.S. Bank Equipment Finance, Attn: Insurance at 1310 Madrid Street, Marshall MN 56258.

Sign and date the Epay form for the Advance Payment/Security Deposit. Please attach a voided check for routing number purposes.

X Provide U.S. Bank Equipment Finance with your Federal Tax ID number and Tax Exempt Certificate, if applicable.

Make a photocopy of driver's license of all signers.

Please overnight the above documentation to:

U.S. Bank Equipment Finance
Attn: Amy Bruns
1310 Madrid St Ste 105
Marshall MN 56258

Thank you for the opportunity to assist you with your financing needs. If you have any questions or concerns, please feel free to contact me at 800-328-5371 ext 7126.

Sincerely,

Brady Webb
Finance Specialist

P.S. Make a copy of the signed agreement documents to keep for your records.
Thank you for your business!



EQUIPMENT FINANCE

Lease Agreement

AGREEMENT NO.

1634467

Send Account Inquiries to: 1310 Madrid Street • Marshall, MN 56258
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words **Lessee, you** and **your** refer to **Customer**. The words **Lessor, we, us** and **our** refer to **U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance")**.

CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
CITY OF RIDGELAND			304 HWY 51	
CITY	STATE	ZIP	PHONE	FAX
RIDGELAND	MS	39158	601-856-7113	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)			E-MAIL	
115 W SCHOOL ST RIDGLAND MS 39158				
BILLING STREET ADDRESS (IF DIFFERENT FROM CUSTOMER ADDRESS ABOVE)			CITY	STATE ZIP
PO BOX 217			RIDGELAND	MS 39158

EQUIPMENT

SERIAL NO.

1-#700466626-MM711 ANALOG MEDIA MODULE

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PAYMENTS & TERMS

Advance Payment: \$ 0.00
(plus applicable taxes)

If no Advance Payment is required, the first Payment is due 30 days after the Agreement start date.

48 Payments of \$ 31.65
(plus applicable taxes)

The lease contract payment ("Payment") period is monthly unless otherwise indicated. Interim rent/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date.

END OF LEASE OPTIONS

You may choose one of the following options, which you may exercise at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. If no box is checked, then Fair Market Value will be your end of lease option. Leases with \$1.00 or \$101.00 purchase options will not be renewed. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the value of the Equipment in continued use.

- ☒ 1) Purchase all but not less than all of the Equipment for its Fair Market Value, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3.
☐ Purchase all but not less than all of the Equipment for \$1.00.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

1. AGREEMENT: For business purposes only, you agree to lease from us the goods (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us and will start on the date we pay the supplier. Unless otherwise stated in an addendum hereto, this Agreement will renew for 3-month term(s) unless you send us written notice between 90 and 150 days (before the end of any term) that you want to purchase or return the Equipment. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

2. RENT, TAXES AND FEES: You will pay the Payments (as adjusted) when due, plus all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; (3) to comply with the tax laws of the state in which the Equipment is located; and/or (4) if a down payment or deposit is deducted. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you a fee for filing, searching and/or titling costs required under the Uniform Commercial Code (UCC) or other laws. By the date the first Payment is due, you agree to pay us an origination fee in the amount of \$150.00 to cover us for all closing costs. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

CITY OF RIDGELAND

CUSTOMER (AS REFERENCED ABOVE)

SIGNATURE

TITLE

FEDERAL TAX IDENTIFICATION NUMBER

PRINT NAME

DATED

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance

LESSOR

SIGNATURE

TITLE

DATED

10227 REV 08/12

3. MAINTENANCE AND LOCATION OF EQUIPMENT; RETURN; SECURITY INTEREST: At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree in writing. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1) or be named on the vehicle title to show our interest. You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original Equipment cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide 10 days advance written notice to us of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. SECURITY DEPOSIT: You will pay any security deposit on the date you sign this Agreement; you grant us a security interest in the security deposit. In the event this Agreement is not fully completed or is in default, the security deposit will be retained by us to compensate us for our processing and other expenses. The security deposit is non-interest-bearing, and it or a part may be applied by us to satisfy any amount owed to us by you, in which event you will promptly restore the security deposit to its full amount. If you fully comply with all conditions herein and you have never been in default of this Agreement, the security deposit will be refunded to you after the return of the Equipment in accordance with paragraph 3 or when we are fully paid.

8. INSPECTIONS AND REPORTS: We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

9. USA PATRIOT ACT NOTICE; FAXED OR SCANNED DOCUMENTS; MISC.: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You agree to submit the original duly-signed documents with the security deposit to us via overnight courier the same day of the facsimile or scanned transmission of the documents. Any faxed or scanned copy may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our agents. These calls and messages may incur access fees from your provider.

10. WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.

11. LAW, JURY WAIVER: Agreements, promises and commitments made by us, concerning loans and other credit extensions must be in writing, express consideration and be signed by us to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.





Addendum to Agreement # 1634467, dated _____, between CITY OF RIDGELAND, as Customer and U.S. Bank Equipment Finance, as Secured Party.

The parties wish to amend the above-referenced Agreement to add the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: Customer hereby represents and warrants to Secured Party that: (a) Customer has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Secured Party, is attached hereto), to execute and deliver the Agreement and to carry out its obligations hereunder. (b) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of the Agreement. (c) The Equipment will be used by Customer only for essential governmental or proprietary functions of Customer consistent with the scope of Customer's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Customer's need for the Equipment is not expected to diminish during the term of the Agreement. (d) Customer has funds available to pay contracted Payments until the end of its current appropriation period, and it intends to request funds to make contracted Payments in each appropriation period, from now until the end of the term of the Agreement. (e) Customer's exact legal name is as set forth on page one of the Agreement. Customer will not change its legal name in any respect without giving thirty (30) days prior written notice to Secured Party.

NON-APPROPRIATION: If sufficient funds are not appropriated to make contracted Payments under the Agreement, the Agreement shall terminate and Customer shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, Customer shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to Secured Party. If Customer fails to deliver possession of the Equipment to Secured Party, the termination shall nevertheless be effective but Customer shall be responsible for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which the Customer fails to deliver possession and for any other loss suffered by Secured Party as a result of Customer's failure to deliver possession as required. Customer shall notify Secured Party in writing within seven (7) days after the failure of the Customer to appropriate funds sufficient for the payment of the contracted Payments, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to Customer.

The parties wish to amend the above-referenced Agreement by restating the following:

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a financing statement (UCC-1) or be named on the vehicle title to show our interest."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (a) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where Customer is located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Secured Party to make such changes. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

U.S. Bank Equipment Finance

CITY OF RIDGELAND

Secured Party

Customer

Signature



Signature





Title

Date

Title

Date



EQUIPMENT FINANCE

DELIVERY & ACCEPTANCE CERTIFICATE

AGREEMENT #

1634467

Customer certifies that the Equipment listed below has been furnished, that delivery and installation has been fully completed and is satisfactory. Further, all conditions and terms of this Agreement have been reviewed and acknowledged. Upon Customer's signing below, Customer's promises in the Agreement will be irrevocable and unconditional in all respects. Customer understands and agrees that Lessor/Secured Party has paid for the purchase of the Equipment from the Supplier, and Customer may contact the Supplier for Customer's warranty rights. If the Agreement is a lease, Lessor transfers any warranty rights to Customer for the term of the Agreement (or until Customer defaults). If the Agreement is a loan, Customer may receive warranty rights from the Supplier upon the purchase at the start of the term. Customer's approval as indicated below of Lessor's/Secured Party's payment for the purchase of the Equipment from the Supplier is a condition precedent to the effectiveness of the Agreement.

Supplier:	Equipment
CAROUSEL INDUSTRIES	1-#700466626-MM711 ANALOG MEDIA MODULE

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

CITY OF RIDGELAND

Customer



Signature



Title



Date

NOTE: A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Chief Jimmy Houston
City of Ridgeland
115 West School St.
Ridgeland, MS 39157

Dear Chief Houston

Thanks for taking the time to consider our request for a permit for the 9th Annual Community Homecoming Parade and Firework Show September 27, 2012. Your support for this community event from inception has been greatly appreciated. The Homecoming Committee consisting of administrators, PTO officers and RHS booster club parents have been busy planning for this years event. We plan on following the same route for the parade as we did last year (see enclosed map). Sargent Gary Davis is in charge of security and on campus traffic for the event. He also is coordinating with the police department for safety on the parade route. We also ask that the permit filing fee \$100.00 be waved since this is a community school event. The following is schedule for the event:

6:15 Cars and Floats Lineup at Holmes Community College and walkers assemble at St. Columbs Church.

6:45 Sunnybrook Rd North lane from traffice light in front of HolmesCC to the entrance to Titan Circle is closed for thru traffic

7:00 Parade Rolls

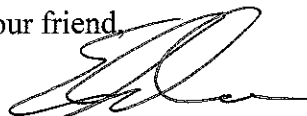
7:45 Sunnybrook Rd resumes normal traffic.

8:00 Stadium Pep Rally starts

8:45 Firework show

9:15 Everybody heads for home.

Your friend,



Eddie Joe
Chairman
RHS Community
Homecoming Committee

**City of Ridgeland
Application for
SPECIAL EVENTS PERMIT**

Name of Individual or Business: **RIDGELAND HIGH SCHOOL**_____

Type of Event: **COMMUNITY HOMECOMING-PARADE & FIREWORKS SHOW
(FIREWORK PERMIT BEING OBTAINED BY PyroFire Displays)**

Location of Proposed Event: **RIDGELAND HIGH SCHOOL SUNNYBROOK ROAD AND
TITAN CIRCLE**_____

Dates of Event: **September 27 2012 to** _____ Hours of Event: **4:30 to 10:00**
PARADE WIL BE 6:45 TO 7:45

Estimated Size of Crowd: **3000**_____

What arrangements will be made for adequate restroom facilities? **RIDGELAND HIGH SCHOOL
FACILITIES WILL BE AVAILABLE**

What arrangements will be made for clean-up at completion of the event? **RHS, ROTC AND MADISON
CO. PRISON DETAIL**

You must do the following before your application will be considered:

1. You must present to the Chief of Police or his designee your plan for parking and traffic control. You must state in this plan whether or not police or private security personnel will be needed to direct and handle traffic and parking.
2. If the event is to have outdoor music, a written statement will be required from the applicant stating that the applicant will comply with the noise ordinance of the City of Ridgeland, MS. An Application to Play On Premises Music should be obtained from the Chief of Police or his designee.
3. If there is a need for Police Department and/or Public Works Department personnel to work in controlling the special event, the applicant will agree in writing to pay this cost.
4. The applicant may be required to post a bond in the minimum amount of One Thousand Dollars (\$1,000.00) with the City Clerk. This is to insure that the event area is immediately cleaned up after its conclusion, and any City employee who works overtime as a result of the special event will be compensated from the bond proceeds.
5. Submit the above application and information to the City Clerk with a non-refundable filing fee of one hundred dollars (\$100.00).



police department

September 10, 2012

TO: Mayor & Board of Aldermen

FROM: Jimmy R. Houston, Sr., Chief of Police 

SUBJECT: Special Event Permit – Southeast Clydesdale/Athena Athletic Assoc

I have attached a Special Events Permit and a Permit to Play on Premises Music submitted by Kelvin Jones on behalf of Southeast Clydesdale/Athena Athletic Association requesting approval to host a duathlon on Saturday, March 2, 2013, from 7:00 a.m. until approximately 12:00 noon. Mr. Jones has indicated that proceeds from this benefit race will go to the Diabetes Foundation of Mississippi.

The race will consist of three different races: a 1 mile fun run, a 5K and 17K bike race. The 5K course route will be south from the Township along Highland Colony Parkway to a turn around on HCP south of Old Agency Parkway where the runners will reverse the course back to the township. The 1 mile fun run will also travel south from the Township and turn around at Steed Road and reverse back to the Township. The 17K bike course will travel south from the Township and turn right onto Old Agency Parkway where it will travel west and out to the county before returning to the township via Lake Castle Road and Highland Colony Parkway. Mr. Jones has estimated approximately 300 to 500 participants in this event.

The association will supply volunteers for the intersections and turns to ensure participants are aware of the course route. In addition, Trustcare will have a tent set up on site and nurse practitioners will be available to tend to any medical needs that may arise. In examining the intersections throughout this course, there will be a need for an additional five (5) officers (in addition to on-duty personnel assigned to the event) to assist at various intersections along Highland Colony Parkway. These officers will report for a roll call briefing at 6:15 a.m. and the event should conclude no later than noon. We believe that the actual event will not last longer than a total of four hours and the estimated amount of overtime required for this event will be 20 man hours at a cost of approximately \$520.00.

the city of RIDGELAND



police department

I have attached the special events permit application, a permit to play music, a course route, and a check in the amount of \$100.00 representing the requisite filing fee.

If you have any questions, please do not hesitate to contact me.

Attachments (4)

115 West School Street • Ridgeland, MS 39157
Ph: 601.856.2121 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Jimmy R. Houston, Sr. - chief of police

board of aldermen: D.I. Smith - at - large. Ken Heard, cmo - ward 1 • Chuck Gautier - ward 2 • Kevin Holder - ward 3
Brian P. Ramsey - ward 4 • Scott Jones, mayor pro tempore - ward 5 • Wesley Hamlin - ward 6

**City of Ridgeland
Application for
SPECIAL EVENTS PERMIT**

Name & Address SOUTHEAST CLYDESDALE/ATHENA ATHLETIC ASSOCIATION
Of 125 MUSCADINE PATH
Individual/Business: MADISON, MS. 39110

Type of Event: (Details) 1ST ANNUAL CLY-THENA 5K RUN/WALK
AND DUATHLON PLUS KIDS ONE MILE FUN RUN

Location of Event: THE TOWNSHIP OF COLONY PARK BEHIND SOULSHINE
PIZZA

Date(s) of Event: 3/2/2013 to 3/2/2013

Hours of Event: 0700 AM to 1200 PM

Estimated Crowd Size: 300 - 500

What arrangements will be made for adequate restroom facilities: TRUSTCARE AND SOULSHINE
PIZZA will OPEN EARLY FOR RESTROOMS PLUS PORTA JON RENTALS

What arrangements will be made for clean-up at completion of event: VOLUNTEER CREW LED
BY MYSELF will PICK UP AND CLEAN ENTIRE ROUTE OF 5-K AND DUATHLON.

Contact Person: KELVIN JONES, RN Phone: 601. 842. 5902

Signature of Contact Person: Kelvin Jones RN Date: 8/31/2012

You must do the following before your application will be considered:

- 1). You must present to the Chief of Police or his designee your plan for parking and traffic control. You must state in this plan whether or not police or private security personnel will be needed to direct and handle traffic and parking.
- 2). If the event is to have outdoor music, a written statement will be required from the applicant stating that the applicant will comply with the noise ordinance of the City of Ridgeland, MS.
- 3). If there is a need for Police Department and/or Public Works Department personnel to work in controlling the special event, the applicant will agree in writing to pay this cost.
- 4). The applicant may be required to post a bond in the minimum amount of One Thousand Dollars (\$1,000.00) with the City Clerk. This is to insure that the event area is immediately cleaned up after its conclusion, and any City employee who works overtime as a result of the special event, will be compensated from the bond proceeds.
- 5). Submit the above application and information to the City Clerk with a non-refundable filing fee of One Hundred Dollars (\$100.00).

☒ Approved Chief of Police/or Designee [Signature]
☐ Denied Date: 9-10-12

* A copy of the Special Events Ordinance should be attached to this permit when applicant receives it*

Ridgeland Police Department
Application for
PERMIT to PLAY ON PREMISES MUSIC

Date of Application: 8/31/2012

Permit Applicant: KELVIN E. JONES

Applicant Address: 125 MUSCADINE PATH, MADISON 39110 Phone #: 601.842.5902

Name of Individual Responsible for On-Premises Activity: KELVIN JONES
(This person must be present at all times)

Name of Business: SOUTHEAST CLYDESDALE/ATHENA ATHLETIC ASSOC. (SECAAA)

Business Address: 125 MUSCADINE PATH MADISON 39110

Business Telephone: 601.842.5902

Date(s) of Activity: 03/02/2013 to 03/02/2013

Hours of Operation: 0700 to 1200 NOON

Maximum Noise Level, in decibels, to be emitted at the nearest boundary of the premises: 90 TO MAX 105 dB AT 200 FEET

Description of premises where activity is scheduled: PARKING LOT BEHIND
SOULSHINE PIZZA

Provide any facts that would show the activity for which the permit is requested would not disturb the peace of any family or person within the area into which sound shall carry: WE WILL HAVE A
LOUDSPEAKER THAT WILL BE POINTED AWAY FROM ANY DIRECTION OF SINGLE
OR FAMILY LIVING WHICH WOULD BE EAST AND/OR SOUTH.

In the event a permit is denied, the applicant may appeal the decision to the Mayor and Board of Aldermen. Any such appeal shall be taken not more than ten (10) days from the denial of a permit by giving written notice of the appeal to the Ridgeland City Clerk.

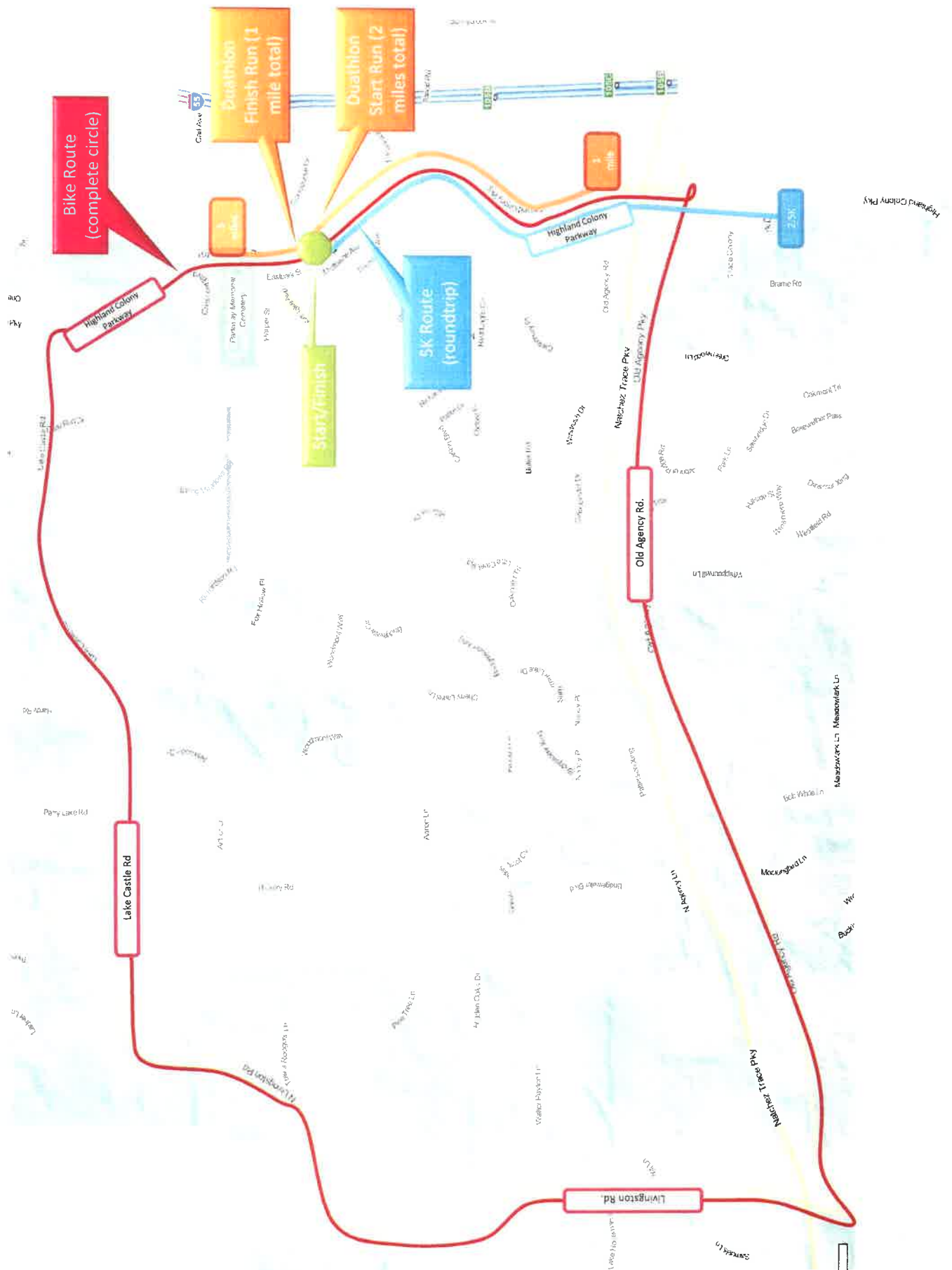
The Chief of Police shall have the authority to revoke any permit issued.

Kelvin E. Jones
Applicants Signature

8/31/2012
Date

☒ APPROVED
☐ DENIED

Chief of Police or Designee [Signature]
Date 9-10-12



KELVIN E JONES
TAMARA L JONES
125 STRATFORD DRIVE
MADISON, MS 39110

1085
85-194/653

8/22/65 Date

Pay to the
Order of

City of Ridgeland

\$ 100 ⁰⁰/₁₀₀

One hundred and ⁰⁰/₁₀₀

Dollars



Security
Features
Details on
Back.



www.BankPlus.net • 1-800-811-7587

For Permit - Oct 20th Duathlon

[Signature]

⑆065301948⑆

4120221553⑆01085

MP



September 10, 2012

TO: Mayor & Board of Aldermen

FROM: Jimmy R. Houston, Sr., Chief of Police 

SUBJECT: Special Event Permit – Renaissance Euro Festival (Car Show)

I have attached a Special Events Permit request from Mike Marsh with Marsh Marketing submitted on behalf of Renaissance Euro Festival. This event will be held Friday, October 5, 2012, commencing at 10:30 a.m. and will include an European Car Show with a drive from the Hyatt, to City Hall to pick up the Mayor and others of his staff, back to the Hyatt, and then proceed from the Hyatt to the Yacht Club and then on to the Natchez Trace. This event is expected to attract approximately 50 to 75 participants and their vehicles.

The selected route will only require minimal support from the police department by escorting the car show from the Hyatt to City Hall, from the Hyatt to the Yacht Club and then from the Yacht Club to the Natchez Trace. This will be handled by on-duty officers and will not jeopardize any response time for routine calls for service.

I am also attaching hereto the special events permit application, as well as a check in the amount of \$100.00 representing the requisite filing fee.

If you have any questions, please do not hesitate to contact me.

Attachments (2)

115 West School Street • Ridgeland, MS 39157
Ph: 601.856.2121 • www.ridgelandms.org

Gene F. McGee, cmo - mayor: Jimmy R. Houston, Sr. - chief of police

board of aldermen: D.I. Smith - at - large. Ken Heard, cmo - ward 1 • Chuck Gautier - ward 2 • Kevin Holder - ward 3
Brian P. Ramsey - ward 4 • Scott Jones, mayor pro tempore - ward 5 • Wesley Hamlin - ward 6

**City of Ridgeland
Application for
SPECIAL EVENTS PERMIT**

Name & Address RENAISSANCE EURO FEST (MARSH MARKETING)
Of 533 MADELEINE CT
Individual/Business: BRANDON, MS 39817

Type of Event: (Details) EUROPEAN CAR SHOW with
drive to City Hall, Yacht Club
and onto Northbound Natchez
TRAIL.

Location of Event: RENAISSANCE MALL, RIDGELAND

Date(s) of Event: OCT. 5th to _____

Hours of Event: 10:30 AM to 3:00 PM

Estimated Crowd Size: 50 Autos - 75 people

What arrangements will be made for adequate restroom facilities: Male Facilities

What arrangements will be made for clean-up at completion of event: HANDLED BY
VOLUNTEERS

Contact Person: MIKE MARSH Phone: 601-946-1950

Signature of Contact Person: _____ Date: _____

You must do the following before your application will be considered:

- 1). You must present to the Chief of Police or his designee your plan for parking and traffic control. You must state in this plan whether or not police or private security personnel will be needed to direct and handle traffic and parking.
- 2). If the event is to have outdoor music, a written statement will be required from the applicant stating that the applicant will comply with the noise ordinance of the City of Ridgeland, MS.
- 3). If there is a need for Police Department and/or Public Works Department personnel to work in controlling the special event, the applicant will agree in writing to pay this cost.
- 4). The applicant may be required to post a bond in the minimum amount of One Thousand Dollars (\$1,000.00) with the City Clerk. This is to insure that the event area is immediately cleaned up after its conclusion, and any City employee who works overtime as a result of the special event, will be compensated from the bond proceeds.
- 5). Submit the above application and information to the City Clerk with a non-refundable filing fee of One Hundred Dollars (\$100.00).

☒ Approved Chief of Police/or Designee [Signature]
☐ Denied Date: 9-10-12

* A copy of the Special Events Ordinance should be attached to this permit when applicant receives it*

MARSH MARKETING INC
533 MADELEINE CT
BRANDON, MS 39047

1186
85-194/653

DATE 08.28.12

PAY
TO THE
ORDER OF

City of Ridgeland

\$ 100.00

One Hundred & 00/100

100 DOLLARS

Security
Features
Details on
Back

BankPlus®
It's more than a name. It's a promise.

FOR

Renaissance Limo Fleet Car Drive

K. Marsh

MP

⑈001186⑈ ⑆065301948⑆ 4020340339⑈



September 10, 2012

TO: Mayor & Board of Aldermen

FROM: Jimmy R. Houston, Sr., Chief of Police 

SUBJECT: Special Event Permit – The Bike Crossing – Ladies Bike Ride

I have attached a Special Events Permit request from Linda Bartley with The Bike Crossing. This event will be held Saturday, October 27, 2012, commencing at 7:00 a.m. and will conclude at 2:00 p.m. This event will benefit CARA. The course route will begin at the Bike Crossing on West Jackson, across Hwy 51 at West Jackson Street to the multi-purpose trail and continue north on the Natchez Trace Parkway. This event is expected to attract approximately 200 to 300 participants.

The selected route will only require minimal support from the police department at the beginning of the ride to assist participants in crossing Highway 51 to the multi-purpose trail and will be handled by on-duty officers.

I am also enclosing a completed permit to play on premises music, and a check in the amount of \$100.00 representing the requisite filing fee.

If you have any questions, please do not hesitate to contact me.

Attachments (2)

115 West School Street • Ridgeland, MS 39157
Ph: 601.856.2121 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Jimmy R. Houston, Sr. - chief of police

board of aldermen: D.L. Smith - at - large • Ken Heard, cmo - ward 1 • Chuck Gautier - ward 2 • Kevin Holder - ward 3
Brian P. Ramsey - ward 4 • Scott Jones, mayor pro tempore - ward 5 • Wesley Hamlin - ward 6

City of Ridgeland
Application for
SPECIAL EVENTS PERMIT

Name & Address

THE BIKE CROSSING

Of

115 W. JACKSON ST

Individual/Business:

RIDGELAND, MS

Type of Event:

(Details) LADIES BIKE RIDE

BENEFIT CARA

"BIKES 4 BARKS"

Location of Event:

115 W. JACKSON ST. RIDGELAND, MS

Date(s) of Event:

OCT 27, 2012 to

Hours of Event:

7 A.M. to 2:00 P.M.

Estimated Crowd Size:

200 + (100 maybe)

What arrangements will be made for adequate restroom facilities:

Enough in shop (2)

What arrangements will be made for clean-up at completion of event:

Volunteers

Contact Person:

LINDA BARTLEY

Phone:

Cell 601-942-3249

601-856-0049

Signature of Contact Person:

Linda Bartley

Date:

8-18-2012

You must do the following before your application will be considered:

- 1). You must present to the Chief of Police or his designee your plan for parking and traffic control. You must state in this plan whether or not police or private security personnel will be needed to direct and handle traffic and parking.
- 2). If the event is to have outdoor music, a written statement will be required from the applicant stating that the applicant will comply with the noise ordinance of the City of Ridgeland, MS.
- 3). If there is a need for Police Department and/or Public Works Department personnel to work in controlling the special event, the applicant will agree in writing to pay this cost.
- 4). The applicant may be required to post a bond in the minimum amount of One Thousand Dollars (\$1,000.00) with the City Clerk. This is to insure that the event area is immediately cleaned up after its conclusion, and any City employee who works overtime as a result of the special event, will be compensated from the bond proceeds.
- 5). Submit the above application and information to the City Clerk with a non-refundable filing fee of One Hundred Dollars (\$100.00).

☒ Approved Chief of Police/or Designee

☐ Denied

Date:

9-10-12

* A copy of the Special Events Ordinance should be attached to this permit when applicant receives it*

Ridgeland Police Department
Application for
PERMIT to PLAY ON PREMISES MUSIC

Date of Application: 8-18-2012

Permit Applicant: LINDA BARTLEY

Applicant Address: 115 W. JACKSON Phone #: 601-856-0049

Name of Individual Responsible for On-Premises Activity: LINDA BARTLEY
(This person must be present at all times)

Name of Business: THE BIKE CROSSING

Business Address: 115 W. JACKSON ST RIDGELAND

Business Telephone: 601-856-0049

Date(s) of Activity: 10-27-2012 to _____

Hours of Operation: 7:00 AM to 2:00 P.M.

Maximum Noise Level, in decibels, to be emitted at the nearest boundary of the premises: _____

Description of premises where activity is scheduled: BIKE SHOP

Provide any facts that would show the activity for which the permit is requested would not disturb the peace of any family or person within the area into which sound shall carry: _____

NOT LOUD

In the event a permit is denied, the applicant may appeal the decision to the Mayor and Board of Aldermen. Any such appeal shall be taken not more than ten (10) days from the denial of a permit by giving written notice of the appeal to the Ridgeland City Clerk.

The Chief of Police shall have the authority to revoke any permit issued.

Linda Bartley
Applicants Signature

8-18-2012
Date

- ☒ APPROVED
☐ DENIED

Chief of Police or Designee
Date 9-10-12

[Signature]

THE BIKE CROSSING LLC

PH # 601-987-0200

115 W JACKSON ST STE 1D BLDG 1A
RIDGELAND, MS 39157-2428

1174

85-127/842
860

8-18-2012

Date

Pay to the
Order of

City of Ridgeland

\$ 100.00

One hundred + 00/100

Dollars



Security
Features
Details on
Back



BancorpSouth

Member FDIC
Right Where You Are
INFOLINE 1-888-797-7711



For

RIDE

Linda Bentley

MP

⑆084201278⑆ 47903703⑆

1174



police department

September 10, 2012

TO: Mayor & Board of Aldermen

FROM: Jimmy R. Houston, Sr., Chief of Police 

SUBJECT: Special Event Permit – Colonial Heights Baptist Church 5K Run

I have attached a Special Events Permit request from Julie Welch with Colonial Heights Baptist Church at 444 Northpark Drive, requesting approval and issuance of a Special Event Permit for a 5k run/walk. This race will begin and end at Colonial Heights Baptist Church and will be held on Saturday, November 3, 2012, commencing at 7:00 a.m. and conclude at 10:00 a.m. Arrangements have been made for volunteers and staff of Colonial Heights Baptist to provide clean-up and restrooms are available on site at the church.

A course map is attached which was approved by Julie Welch, as well as Northpark Mall Security. The course layout will require officers to be posted at various intersections throughout the route. With the assistance of officers on duty at the time of this event, there will be an additional need for a minimum of three (3) officers to work overtime on this detail. The hours for the officers will be 6:00 a.m. until 10:00 a.m., which will include a briefing of the event. The overtime coverage is estimated to be approximately \$264.00.

I am also attaching hereto a completed permit to play on premises music, as well as a check in the amount of \$100.00 representing the requisite filing fee.

If you have any questions, please do not hesitate to contact me.

Attachments (4)

City of Ridgeland
Application for
SPECIAL EVENTS PERMIT

Name & Address

Of

Individual/Business:

Colonial Baptist Church
444 Northpark Drive
Ridgeland, MS

Type of Event:

(Details) 5K Run/Walk
Fundraiser for church adoption fund

Location of Event:

begin & end in church parking lot
surrounding streets

Date(s) of Event:

November 3, 2012

Hours of Event:

7:00-10:00 am to

Estimated Crowd Size:

approx 200

What arrangements will be made for adequate restroom facilities:

church facilities

What arrangements will be made for clean-up at completion of event:

volunteers

Contact Person:

Julie Welch

Phone:

601-826-9909

Signature of Contact Person:

Julie Welch

Date:

7/23/12

You must do the following before your application will be considered:

- 1). You must present to the Chief of Police or his designee your plan for parking and traffic control. You must state in this plan whether or not police or private security personnel will be needed to direct and handle traffic and parking.
- 2). If the event is to have outdoor music, a written statement will be required from the applicant stating that the applicant will comply with the noise ordinance of the City of Ridgeland, MS.
- 3). If there is a need for Police Department and/or Public Works Department personnel to work in controlling the special event, the applicant will agree in writing to pay this cost.
- 4). The applicant may be required to post a bond in the minimum amount of One Thousand Dollars (\$1,000.00) with the City Clerk. This is to insure that the event area is immediately cleaned up after its conclusion, and any City employee who works overtime as a result of the special event, will be compensated from the bond proceeds.
- 5). Submit the above application and information to the City Clerk with a non-refundable filing fee of One Hundred Dollars (\$100.00).

☒ Approved Chief of Police/or Designee

☐ Denied

Date:

9-10-12

[Signature]

* A copy of the Special Events Ordinance should be attached to this permit when applicant receives it*

Ridgeland Police Department
Application for
PERMIT to PLAY ON PREMISES MUSIC

Date of Application: 7/23/12

Permit Applicant: Julie Welch

Applicant Address: 111 Hartfield Dr. Madison Phone #: 601-826-9909

Name of Individual Responsible for On-Premises Activity: Jerry or Julie Welch
(This person must be present at all times)

Name of Business: Colonial Heights Baptist Church

Business Address: 444 Northpark Dr.

Business Telephone: 601-956-5000

Date(s) of Activity: Nov 3 to _____

Hours of Operation: 7:00 am to 10:00 am

Maximum Noise Level, in decibels, to be emitted at the nearest boundary of the premises: _____

Description of premises where activity is scheduled: church parking lot

Provide any facts that would show the activity for which the permit is requested would not disturb the peace of any family or person within the area into which sound shall carry: We are not close to a residential area.

In the event a permit is denied, the applicant may appeal the decision to the Mayor and Board of Aldermen. Any such appeal shall be taken not more than ten (10) days from the denial of a permit by giving written notice of the appeal to the Ridgeland City Clerk.

The Chief of Police shall have the authority to revoke any permit issued.

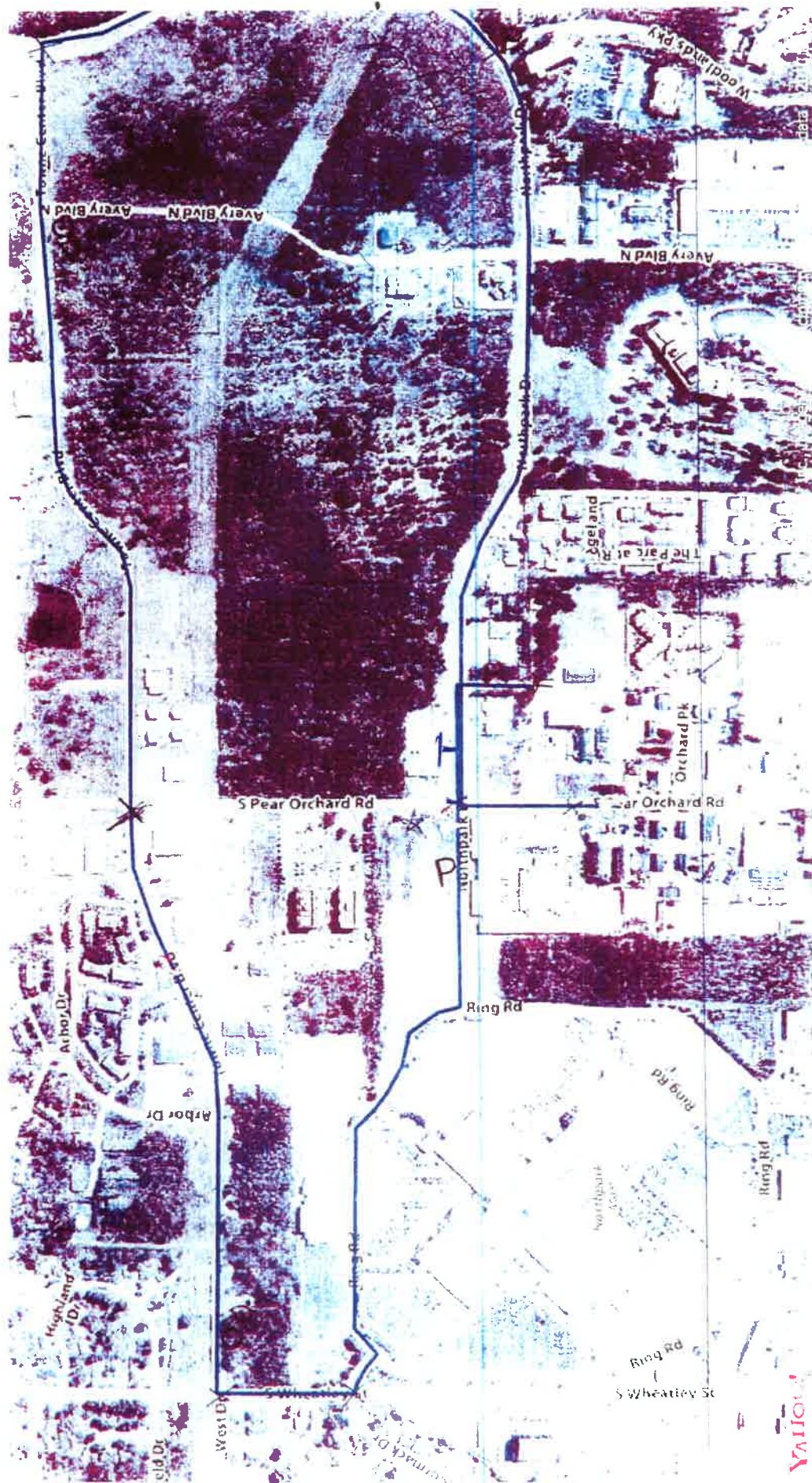
Applicants Signature _____

- ☒ APPROVED
☐ DENIED

Chief of Police or Designee
Date 9-10-12

Date _____

[Signature]



Suggested Route by Ridgeland PD

- Stage in main parking lot of Colonial Heights Baptist Church and exit onto Northpark Drive and travel east
- Northpark Drive to left turn onto Towne Center Blvd.
- Town Center Blvd. – cross Pear Orchard Road – left turn on S. Wheatley Street
- S. Wheatley Street to left turn onto Ring Road
- Ring Road – past UA Movie Theatre – to left turn on Northpark Drive
- Northpark Drive – cross Pear Orchard Road – to entrance to Colonial Heights

ROBERT S JAMES
JULIE B JAMES
455 WEST PLACE
MADISON, MS 39110

2420

64-22/610 8157
1010123049571

7/27/12

Date

Pay to the
Order of

City of Ridgeland

\$ 100.00

one hundred + ^{no}/₁₀₀

Dollars



Security
Features
Details on
Back



Wells Fargo Bank, N.A.
Georgia
wellsfargo.com

For Colonial Heights SK Filing Fee

Robert S. James

MP

⑆061000227⑆1010123049571⑆02420

Harland Clarke

AUBURN UNIVERSITY

**ORDER ADOPTING PART OF MADISON COUNTY, MISSISSIPPI, AD
VALOREM TAX ASSESSMENT ROLLS AS THE ASSESSMENT ROLLS
FOR THE CITY OF RIDGELAND FOR THE YEAR 2012**

WHEREAS, the 2012 ad valorem tax assessment roll of Madison County has been filed with the Board of Supervisors; and

WHEREAS, the Chancery Clerk of Madison County has delivered to and filed with the City Clerk a true copy of the part of the 2012 Madison County assessment roll containing the property located within the City of Ridgeland; and

WHEREAS, the total assessed value of the real property within the City of Ridgeland is \$318,904,610.00; and

WHEREAS, the total assessed value of all personal property within the City of Ridgeland is \$110,447,166.00; and

WHEREAS, the total assessed value of all property, both real and personal, within the City of Ridgeland is \$429,351,776.00;

NOW, THEREFORE, IT IS ORDERED that said part of the assessment rolls of Madison County, Mississippi, filed with the City Clerk by the Chancery Clerk of Madison County, Mississippi, is hereby adopted as the tax assessment rolls of the City of Ridgeland for the year FY 2012-13.

SO ORDER, this the 18th day of September, 2012,

GENE F. MCGEE, MAYOR

ATTEST:

PAULA W. TIERCE, CITY CLERK

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-00738	A.D. STARR	103388	SOFTBALLS FOR NATIONAL TO SOFTBALLS SHIPPING	I 102707 001-340-545 001-340-545	7/17/2012 539.40 25.00	564.40
01-01655	ADVANTAGE BUSINESS SYSTEM	103389	NEOPOST QUICK SEAL NEOPOST QUICK SEAL SHIPPING	I 65735 001-040-540 001-040-540	9/04/2012 22.90 8.00	30.90
01-01685	AFFORDABLE TREE SERVICE	103390	REMOVE FALLEN TREE REMOVE & HAUL OFF TR	I 201209100900 001-340-637	8/28/2012 600.00	600.00
01-03644	AFLAC	103391	EBQ21: SEPTEMBER 2012 EBQ21: SEPTEMBER 2012 EBQ21: SEPTEMBER 2012	I 282948 001-000-171 400-000-171	9/14/2012 1,404.54 344.66	1,749.20
01-03678	AFLAC	103392	GROUP# 9618: SEPTEMBER 2012 GROUP# 9618: SEPTEMBER 2012 GROUP# 9618: SEPTEMBER 2012	I A015038700 001-000-171 400-000-171	9/12/2012 2,201.76 311.72	2,513.48
01-02067	ALLPARTS NORTH JACKSON	103393	HEADLIGHT BULBS HEADLIGHT BULBS	I 34640851 001-100-632	8/30/2012 42.00	42.00
01-02067	ALLPARTS NORTH JACKSON	103394	FD-WIPER BLADES WIPER BLADES WIPER BLADES WIPER BLADES	I 34640934 001-160-632 001-160-632 001-160-632	8/31/2012 37.18 33.38 59.96	130.52
01-01558	AMERICA'S CHOICE CHEMICAL	103395	SUPPLIES BAGS OF COLD MIX MOSQUITO BRICKETS WELL OIL	I 011982 001-201-540 001-250-544 400-650-575	8/28/2012 2,242.50 600.00 1,548.75	4,391.25
01-03780	AMERICAN MUNICIPAL SERVIC	103396	JULY 2012 JULY 2012	I 11817 001-000-115	7/31/2012 1,350.26	1,350.26
01-02328	AMERICAN SOCIETY OF LANDS	103397	NATIONAL DUES NATIONAL DUES MS CHAPTER	I 201209100901 001-180-686 001-180-686	9/10/2012 322.00 50.00	372.00
01-03969	APPLE INC	103398	IPAD AND APPLE CARE IPAD APPLE CARE	I 4203188657 400-650-730 400-650-730	8/30/2012 499.00 99.00	598.00
01-00304	AREGOOD TECHNOLOGIES, INC	103399	AR58989: 05-31-12 - 08-30-12 AR58989: 05-31-12 - 08-30-12	I 201209120905 001-340-540	8/30/2012 0.65	0.65
01-00304	AREGOOD TECHNOLOGIES, INC	103400	RCDRM01: 07-30-12 - 08-29-12 RCDRM01: 07-30-12 - 08-29-12 RCDRM01: 07-30-12 - 08-29-12	I AR58988 001-180-540 400-650-635	8/30/2012 26.13 26.13	52.26
01-00304	AREGOOD TECHNOLOGIES, INC	103401	RCORM01: 07-31-12 - 08-30-12	I AR58990	8/30/2012	763.57

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-00304	AREGOOD TECHNOLOGIES, INC	103401	RCORM01: 07-31-12 - 08-30-12	I AR58990	8/30/2012	763.57
			RCORM01: 07-31-12 - 08-30-12	001-340-540		763.57
01-01944	ATMOS ENERGY	103402	000712850: 07-30-12 - 08-29-12	I 201209120906	8/30/2012	22.19
			000712850: 07-30-12 - 08-29-12	001-340-630		22.19
01-01944	ATMOS ENERGY	103403	000719949: 07-30-12 - 08-28-12	I 201209120907	8/30/2012	66.02
			000719949: 07-30-12 - 08-28-12	001-160-630		66.02
01-05000	B & B ELECTRICAL & UTILIT	103404	DECORATIVE BASE	I 019623	8/22/2012	3,689.47
			DECORATIVE BASE	001-201-575		3,689.47
01-05550	B W I OF JACKSON INC	103405	PRIMO MAXX & GROWTH REGUL	I 11463372	9/07/2012	2,740.90
			PRIMO MAXX	001-340-575		2,740.00
			FUEL SURCHARGE	001-340-575		0.90
01-03707	B2B COMPUTER PRODUCTS LLC	103406	OTTERBOX FOR IPADS	I 584100	8/29/2012	515.80
			OTTERBOX FOR IPADS	001-020-540		412.64
			OTTERBOX FOR IPAD	001-040-540		51.58
			OTTERBOX FOR IPAD	400-650-540		51.58
01-03707	B2B COMPUTER PRODUCTS LLC	103407	OTTER DEFENDER FOR IPAD	I 585602	9/06/2012	51.58
			OTTER DEFENDER	001-100-501		51.58
01-02543	BASS PRO OUTDOOR WORLD	103408	FD-RAIN SUIT	I 201209050895	8/30/2012	109.90
			RAIN SUIT PANTS	001-160-540		49.95
			RAIN SUIT JACKET	001-160-540		59.95
01-02860	BROADBAND VOICE	103409	09-01-12 - 10-01-12 SERVICES	I 20110118	9/02/2012	264.30
			09-01-12 - 10-01-12 SERVICES	400-650-605		264.30
01-03811	BROADCAST MUSIC	103410	BASE LICENSE FEE	I 22722503	9/02/2012	320.00
			MUSIC RIGHTS RENEWA	001-340-686		320.00
01-08825	BUILDING OFFICIALS ASSOCI	103411	2012 IBC - CHRIS RAMSEY	I 201209100899	9/07/2012	250.00
			2012 IBC	001-180-681		250.00
01-03826	C SPIRE WIRELESS	103412	0002596490:08-08-12 - 09-07-12	I 201209120908	9/07/2012	832.50
			0002596490:08-08-12 - 09-07-12	001-340-605		832.50
01-03487	CAPITOL CHLORINATOR & UTI	103413	8 COMPOSITE DOORS	I 89	8/15/2012	23,644.50
			8 COMPOSITE DOORS	400-650-760		23,644.50
01-03640	CAROUSEL INDUSTRIES OF NO	103414	10-27-12 - 11-26-12 COVERAGE	I 1137033	9/04/2012	462.15
			10-27-12 - 11-26-12 COVERAGE	001-010-635		62.82
			10-27-12 - 11-26-12 COVERAGE	001-020-635		17.95
			10-27-12 - 11-26-12 COVERAGE	001-040-635		67.30
			10-27-12 - 11-26-12 COVERAGE	001-100-635		170.50
			10-27-12 - 11-26-12 COVERAGE	001-180-635		53.84
			10-27-12 - 11-26-12 COVERAGE	001-201-635		22.43
			10-27-12 - 11-26-12 COVERAGE	001-340-635		40.38
			10-27-12 - 11-26-12 COVERAGE	400-650-635		26.93

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-01136	CENTERPOINT ENERGY	103415	31746860: 08-01-12 - 08-31-12 I 201209120909		9/07/2012	17.65
			31746860: 08-01-12 - 08-31-12 001-201-630		17.65	
01-01136	CENTERPOINT ENERGY	103416	31942485: 08-01-12 - 08-31-12 I 201209120910		9/07/2012	15.70
			31942485: 08-01-12 - 08-31-12 001-340-630		15.70	
01-01136	CENTERPOINT ENERGY	103417	31942501: 08-01-12 - 08-31-12 I 201209120911		9/07/2012	18.32
			31942501: 08-01-12 - 08-31-12 400-650-630		18.32	
01-01136	CENTERPOINT ENERGY	103418	31942519: 08-01-12 - 08-31-12 I 201209120912		9/07/2012	18.32
			31942519: 08-01-12 - 08-31-12 400-650-630		18.32	
01-01136	CENTERPOINT ENERGY	103419	31942493: 08-01-12 - 08-31-12 I 201209120913		9/10/2012	1.37
			31942493: 08-01-12 - 08-31-12 001-160-630		1.37	
01-12050	CENTRAL PIPE SUPPLY INC	103420	WATER PARTS	I R74163	8/23/2012	744.16
			2" MANHOLE RISER	400-650-575	744.16	
01-12050	CENTRAL PIPE SUPPLY INC	103421	WATER PARTS	I R74698	8/30/2012	186.04
			2" MANHOLE RISER	400-650-575	186.04	
01-12050	CENTRAL PIPE SUPPLY INC	103422	REPAIR WATER LINE	I R74699	8/30/2012	642.72
			6" COUPLING	400-650-575	642.72	
01-04052	CHICK-FIL-A INC	103423	RIDGELAND PTO	I 1251	8/21/2012	194.75
			CSS TRAY -LG	001-093-650	56.00	
			STRIP TRAY - MD	001-093-650	44.50	
			SALAD TRAY - LG	001-093-650	30.50	
			FRUIT TRAY - SM	001-093-650	27.00	
			CK & BRWN TRAY - MD	001-093-650	26.50	
			SWEET TEA - GALLON	001-093-650	9.50	
			UNSWEET TEA-GALLON	001-093-650	4.75	
			DT LEMONADE - GALLON	001-093-650	10.25	
			DISCOUNT	001-093-650	14.25CR	
01-04048	CHRIS TODD PHOTOGRAPHY	103424	COVER PHOTO	I 08.31.2012	8/31/2012	75.00
			COVER PHOTO	001-093-604	75.00	
01-13025	CINTAS CORPORATION LOC #2	103425	02148: COMM DEV	I 10371007	9/04/2012	36.13
			02148: COMM DEV	001-180-540	18.07	
			02148: COMM DEV	400-650-540	18.06	
01-13025	CINTAS CORPORATION LOC #2	103426	04052: PARKS DEPT	I 10371008	9/04/2012	37.44
			04052: PARKS DEPT	001-340-540	37.44	
01-13025	CINTAS CORPORATION LOC #2	103427	02147: PARKS DEPT	I 10371009	9/04/2012	32.58
			02147: PARKS DEPT	001-340-540	32.58	
01-13025	CINTAS CORPORATION LOC #2	103428	04450: PUBLIC WORKS	I 10371149	9/04/2012	84.17
			04450: PUBLIC WORKS	400-650-540	84.17	

VENDOR		DOCKET	*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-13025	CINTAS CORPORATION LOC #2	103429	04448: STREET DEPT 04448: STREET DEPT	I 10371150 001-201-540	9/04/2012 5.64	5.64
01-13025	CINTAS CORPORATION LOC #2	103430	04448: STREET 04448: STREET	I 10371151 001-201-535	9/04/2012 482.38	482.38
01-13025	CINTAS CORPORATION LOC #2	103431	04450: PUBLIC WORKS 04450: PUBLIC WORKS	I 10371152 400-650-535	9/04/2012 250.19	250.19
01-13025	CINTAS CORPORATION LOC #2	103432	00025: POLICE DEPT 00025: POLICE DEPT	I 10371153 001-100-604	9/04/2012 119.16	119.16
01-13025	CINTAS CORPORATION LOC #2	103433	04052: PARKS DEPT 04052: PARKS DEPT	I 10373797 001-340-540	9/11/2012 37.44	37.44
01-13025	CINTAS CORPORATION LOC #2	103434	02147: PARKS DEPT 02147: PARKS DEPT	I 10373798 001-340-540	9/11/2012 32.58	32.58
01-13025	CINTAS CORPORATION LOC #2	103435	04450: PUBLIC WORKS 04450: PUBLIC WORKS	I 10373944 400-650-540	9/11/2012 160.89	160.89
01-13025	CINTAS CORPORATION LOC #2	103436	04448: STREET DEPT 04448: STREET DEPT	I 10373945 001-201-540	9/11/2012 5.64	5.64
01-13025	CINTAS CORPORATION LOC #2	103437	0448: STREET DEPT 0448: STREET DEPT	I 10373946 001-201-535	9/11/2012 386.13	386.13
01-13025	CINTAS CORPORATION LOC #2	103438	04450: PUBLIC WORKS 04450: PUBLIC WORKS	I 10373947 400-650-535	9/11/2012 250.19	250.19
01-14370	CLYDE C SCOTT INSURANCE A	103439	RENEW BOND - OFFICE RENEW BOND - OFFICE	I 4238 001-092-625	9/05/2012 5,250.00	5,250.00
01-14825	COMMUNITY COFFEE COMPANY,	103440	COFFEE SERVICE AUG-12 COFFEE REFILL PCKS CREAMER (360CT) SUGAR (2000CT) SWEETNER (500CT) STIR STIX 5" (1000CT)	I 08313224266 001-100-540 001-100-540 001-100-540 001-100-540 001-100-540	8/29/2012 228.00 72.00 13.50 21.00 4.10	338.60
01-15250	CONTROL SYSTEMS INC	103441	UPGRADE CURRENT SCADA UPGRADE CURRENT SCADA	I 45981 400-650-760	8/30/2012 141,583.00	141,583.00
01-15850	COWBOY MALONEY'S	103442	REFRIGERATOR COURT SRV REFRIGERATOR DELIVERY CHARGE	I HARDDV2849 001-010-540 001-010-540	8/28/2012 449.50 30.00	479.50
01-03241	CSG SYSTEMS	103443	AUGUST 2012 AUGUST 2012 AUGUST 2012	I 713537 400-650-604 400-650-540	8/31/2012 870.14 2,817.32	3,687.46

VENDOR		DOCKET	*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-01210	DECA DIVING EQUIPMENT COM	103444	WHIP, INFLATOR HOSE	I 0059588-IN	9/05/2012	499.96
			WHIP	001-160-540	208.50	
			INFLATOR HOSE	001-160-540	222.00	
			OVER PRESSURE VALVE	001-160-540	61.20	
			SHIPPING	001-160-540	8.26	
01-18050	DELL MARKETING L.P.	103445	DELL VIRTUAL DESKTOP INFR	I XFWFJD442	8/15/2012	2,568.00
			23 IN. WIDE SCREEN INSTAL	001-100-730	2,100.00	
			4 YR WARRANTY	001-100-730	468.00	
01-18050	DELL MARKETING L.P.	103446	COMPUTERS	I XFWFNF6R5	8/15/2012	642.00
			COMPUTERS	001-180-730	525.00	
			WARRANTY	001-180-730	117.00	
01-18050	DELL MARKETING L.P.	103447	BATTERY AND DC ADAPTOR	I XFWKTRR23	8/21/2012	156.99
			BATTERY	400-650-540	156.99	
01-18050	DELL MARKETING L.P.	103448	DELL VIRTUAL DESKTOP INFR	I XFWMCR7N8	8/22/2012	35,319.00
			DELL VIRTUAL DESKTOP INFR	001-100-730	35,319.00	
01-18050	DELL MARKETING L.P.	103449	BATTERY AND DC ADAPTOR	I XFWN82NX3	8/23/2012	76.96
			ADAPTER	400-650-540	76.96	
01-18050	DELL MARKETING L.P.	103450	COMPUTERS	I XFWTN6815	8/30/2012	875.00
			WYSE T10 THIN CLIENT	001-180-730	500.00	
			WYSE R10L THIN CLIEN	001-180-730	375.00	
01-18050	DELL MARKETING L.P.	103451	DELL VIRTUAL DESKTOP INFR	I XFWTNX9F2	8/30/2012	3,200.00
			THIN CLIENT MONITORS	001-100-730	2,500.00	
			THIN CLIENT MONITORS/FLAS	001-100-730	700.00	
01-18620	DICKERSON & BOWEN INC	103452	TONS OF ASPHALT	I 59983	7/31/2012	1,166.69
			20.060 TONS OF ASPHALT	001-201-575	1,166.69	
01-18620	DICKERSON & BOWEN INC	103453	TONS OF ASPHALT	I 59995	8/08/2012	2,180.41
			37.49 TONS OF ASPHALT	001-201-575	2,180.41	
01-18620	DICKERSON & BOWEN INC	103454	TONS OF ASPHALT	I 60069	8/11/2012	2,359.54
			40.57 TONS OF ASPHALT	001-201-575	2,359.54	
01-18620	DICKERSON & BOWEN INC	103455	TONS OF ASPHALT	I 60104	8/18/2012	6,583.73
			113.20 TONS OF ASPHALT	001-201-575	6,583.73	
01-19595	DOUGLAS INC	103456	STRIP AND WAX FLOORS-LIBR	I 00040870	8/31/2012	350.00
			STRIP AND WAX FLOORS-LIBR	001-350-637	350.00	
01-19595	DOUGLAS INC	103457	MONTHLY SERVICE	I 00040876	9/04/2012	1,888.00
			MONTHLY SERVICE	001-100-604	1,888.00	
01-03711	EMERGENCY EQUIPMENT PROFE	103458	SCOTT 45NXG2/7 CYLINDERS	I 305153	8/30/2012	11,237.00
			SCOTT FACE PIECES	001-160-540	2,280.00	

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-03711	EMERGENCY EQUIPMENT PROFE	103458	SCOTT 45NXG2/7 CYLINDERS	I 305153	8/30/2012	11,237.00
			SCOTT 45NXG2/7 CYLINDERS	001-160-730	8,957.00	CONT
01-03711	EMERGENCY EQUIPMENT PROFE	103459	REPAIR FACEPIECES	I 404376	9/05/2012	242.40
			LABOR	001-160-635	47.50	
			LENS ASSEMBLY	001-160-635	119.00	
			UPPER BEZEL	001-160-635	24.00	
			LOWER BEZEL	001-160-635	37.50	
			SCREW CAP SOCKET	001-160-635	4.50	
			GASKET	001-160-635	9.90	
01-21155	EMERGENCY MEDICAL PRODUCT	103460	MEDICAL SUPPLIES	I 1493558	9/06/2012	768.15
			BP CUFFS	001-160-550	157.80	
			STETHOSCOPE	001-160-550	82.20	
			CLIPBOARDS	001-160-550	66.60	
			BRASS REGULATOR	001-160-550	203.85	
			NEOSPORIN	001-160-550	45.50	
			HYDROGEN PEROXIDE	001-160-550	8.80	
			TUMS	001-160-550	51.80	
			CALAMINE SPRAY	001-160-550	25.20	
			CHLORASEPTIC LOZENGE	001-160-550	59.40	
			ADVIL	001-160-550	67.00	
01-21500	ENTERGY	103461	14870935	I 201209120914	8/31/2012	929.72
			14870935	001-000-016	929.72	
01-21500	ENTERGY	103462	14870950	I 201209120915	8/31/2012	122.69
			14870950	404-650-630	122.69	
01-21500	ENTERGY	103463	14870968	I 201209120916	8/31/2012	46.33
			14870968	001-160-630	46.33	
01-21500	ENTERGY	103464	14870976	I 201209120917	8/31/2012	24,415.33
			14870976	001-201-684	24,415.33	
01-21500	ENTERGY	103465	14870984	I 201209120918	8/31/2012	5,077.53
			14870984	001-160-630	1,691.84	
			14870984	001-201-630	10.47	
			14870984	001-092-630	2,047.88	
			14870984	001-350-630	1,327.34	
01-21500	ENTERGY	103466	14870992	I 201209120919	8/31/2012	2,651.00
			14870992	001-340-630	2,651.00	
01-21500	ENTERGY	103467	14870943	I 201209120920	9/05/2012	19,551.27
			14870943	001-160-630	560.02	
			14870943	400-650-630	18,991.25	
01-21506	ENTERGY	103468	15484330: 07-25-12 - 08-24-12	I 201209120921	8/29/2012	4,798.63
			15484330: 07-25-12 - 08-24-12	001-100-630	4,798.63	
01-21506	ENTERGY	103469	17717240: 07-25-12 - 08-24-12	I 201209120922	8/29/2012	330.89

VENDOR		DOCKET		*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT	
01-21506	ENTERGY	103469	17717240: 07-25-12 - 08-24-12 I	201209120922	8/29/2012	330.89	CONT
			17717240: 07-25-12 - 08-24-12	001-201-630		330.89	
01-21506	ENTERGY	103470	17853490: 07-25-12 - 08-24-12 I	201209120923	8/29/2012	961.84	
			17853490: 07-25-12 - 08-24-12	001-340-630		961.84	
01-21506	ENTERGY	103471	31204514: 07-26-12 - 08-25-12 I	201209120924	8/29/2012	147.61	
			31204514: 07-26-12 - 08-25-12	400-650-630		147.61	
01-21506	ENTERGY	103472	51277291: 07-25-12 - 08-23-12 I	201209120925	8/29/2012	720.61	
			51277291: 07-25-12 - 08-23-12	001-160-630		720.61	
01-21506	ENTERGY	103473	64589617: 07-25-12 - 08-24-12 I	201209120926	8/29/2012	6.08	
			64589617: 07-25-12 - 08-24-12	001-340-630		6.08	
01-21506	ENTERGY	103474	69877777: 07-25-12 - 08-24-12 I	201209120927	8/29/2012	10.05	
			69877777: 07-25-12 - 08-24-12	001-340-630		10.05	
01-21506	ENTERGY	103475	69877819: 07-25-12 - 08-24-12 I	201209120928	8/29/2012	7.15	
			69877819: 07-25-12 - 08-24-12	001-340-630		7.15	
01-21506	ENTERGY	103476	86018090: 07-26-12 - 08-23-12 I	201209120929	8/29/2012	6,460.28	
			86018090: 07-26-12 - 08-23-12	400-650-630		6,460.28	
01-21506	ENTERGY	103477	86296498: 07-24-12 - 08-24-12 I	201209120930	8/29/2012	15.51	
			86296498: 07-24-12 - 08-24-12	400-650-630		15.51	
01-21506	ENTERGY	103478	86654423: 07-25-12 - 08-24-12 I	201209120931	8/29/2012	11.73	
			86654423: 07-25-12 - 08-24-12	400-650-630		11.73	
01-21506	ENTERGY	103479	67111021: 07-27-12 - 08-27-12 I	201209120932	8/30/2012	7.25	
			67111021: 07-27-12 - 08-27-12	001-201-684		7.25	
01-21506	ENTERGY	103480	73076234: 07-25-12 - 08-23-12 I	201209120933	8/30/2012	55.51	
			73076234: 07-25-12 - 08-23-12	400-650-630		55.51	
01-21506	ENTERGY	103481	73076317: 07-26-12 - 08-24-12 I	201209120934	8/30/2012	64.96	
			73076317: 07-26-12 - 08-24-12	001-201-684		64.96	
01-21506	ENTERGY	103482	77345429: 07-26-12 - 08-24-12 I	201209120935	8/30/2012	69.55	
			77345429: 07-26-12 - 08-24-12	001-201-684		69.55	
01-21506	ENTERGY	103483	15482961: 07-28-12 - 08-27-12 I	201209120936	8/30/2012	92.15	
			15482961: 07-28-12 - 08-27-12	001-201-684		92.15	
01-21506	ENTERGY	103484	45142510: 07-28-12 - 08-27-12 I	201209120937	8/31/2012	21.90	
			45142510: 07-28-12 - 08-27-12	001-201-684		21.90	
01-21506	ENTERGY	103485	65003816: 07-26-12 - 08-27-12 I	201209120938	8/31/2012	53.56	
			65003816: 07-26-12 - 08-27-12	001-201-684		53.56	
01-21506	ENTERGY	103486	68325224: 07-27-12 - 08-24-12 I	201209120939	8/31/2012	6.09	

VENDOR		DOCKET	*-----INVOICE-----*				
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT	
01-21506	ENTERGY	103486	68325224: 07-27-12 - 08-24-12 I	201209120939	8/31/2012	6.09	CONT
			68325224: 07-27-12 - 08-24-12	001-201-684	6.09		
01-21506	ENTERGY	103487	97289623: 07-27-12 - 08-24-12 I	201209120940	8/31/2012	7.75	
			97289623: 07-27-12 - 08-24-12	001-160-630	7.75		
01-21506	ENTERGY	103488	97880801: 07-27-12 - 08-27-12 I	201209120941	8/31/2012	61.19	
			97880801: 07-27-12 - 08-27-12	001-201-684	61.19		
01-21506	ENTERGY	103489	64563828: 07-30-12 - 08-28-12 I	201209120942	9/04/2012	29.89	
			64563828: 07-30-12 - 08-28-12	400-650-630	29.89		
01-21506	ENTERGY	103490	18014480: 07-30-12 - 08-29-12 I	201209120943	9/05/2012	28.90	
			18014480: 07-30-12 - 08-29-12	001-340-630	28.90		
01-21506	ENTERGY	103491	19579978: 07-30-12 - 08-30-12 I	201209120944	9/05/2012	6.09	
			19579978: 07-30-12 - 08-30-12	001-340-630	6.09		
01-21506	ENTERGY	103492	67890202: 07-30-12 - 08-28-12 I	201209120945	9/05/2012	71.33	
			67890202: 07-30-12 - 08-28-12	001-201-684	71.33		
01-21506	ENTERGY	103493	77233922: 07-30-12 - 08-29-12 I	201209120946	9/05/2012	7.50	
			77233922: 07-30-12 - 08-29-12	001-201-630	7.50		
01-21506	ENTERGY	103494	95283941: 07-30-12 - 08-30-12 I	201209120947	9/05/2012	62.16	
			95283941: 07-30-12 - 08-30-12	001-201-684	62.16		
01-23490	FOLIAGE DESIGN SYSTEMS	103495	LEASWE WITH GUARANTEED MAINT I	935200	9/01/2012	155.00	
			LEASWE WITH GUARANTEED MAINT	001-100-604	155.00		
01-24500	FUELMAN OF MS-#127779	103496	127779: 08-27-12 - 09-02-12 I	NP35599885	9/03/2012	163.45	
			127779: 08-27-12 - 09-02-12	001-020-525	25.92		
			127779: 08-27-12 - 09-02-12	001-092-525	115.67		
			127779: 08-27-12 - 09-02-12	001-042-525	21.86		
01-01867	FUELMAN OF MS-#127780	103497	127780: 08-27-12 - 09-02-12 I	NP35599886	9/03/2012	5,257.15	
			127780: 08-27-12 - 09-02-12	001-201-525	1,685.18		
			127780: 08-27-12 - 09-02-12	400-650-525	3,514.71		
			127780: 08-27-12 - 09-02-12	404-650-525	57.26		
01-01868	FUELMAN OF MS-#127781	103498	127781: 08-27-12 - 09-02-12 I	NP35599887	9/03/2012	849.74	
			127781: 08-27-12 - 09-02-12	001-160-525	849.74		
01-01868	FUELMAN OF MS-#127781	103499	127781: 09-03-12 - 09-09-12 I	NP35677287	9/10/2012	651.60	
			127781: 09-03-12 - 09-09-12	001-160-525	651.60		
01-01869	FUELMAN OF MS-#127782	103500	127782: 08-27-12 - 09-02-12 I	NP35599888	9/03/2012	238.71	
			127782: 08-27-12 - 09-02-12	001-180-525	238.71		
01-01869	FUELMAN OF MS-#127782	103501	127782: 09-03-12 - 09-09-12 I	NP35677288	9/10/2012	200.77	
			127782: 09-03-12 - 09-09-12	001-180-525	200.77		

VENDOR		DOCKET	*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-01870	FUELMAN OF MS-#127783	103502	127783: 08-27-12 - 09-02-12	I NP35599889	9/03/2012	5,818.27
			127783: 08-27-12 - 09-02-12	001-100-525	5,818.27	
01-01870	FUELMAN OF MS-#127783	103503	127783: 09-03-12 - 09-09-12	I NP35677289	9/10/2012	5,606.06
			127783: 09-03-12 - 09-09-12	001-100-525	5,606.06	
01-01871	FUELMAN OF MS-#127785	103504	127785: 08-27-12 - 09-02-12	I NP35599890	9/03/2012	487.98
			127785: 08-27-12 - 09-02-12	001-340-525	487.98	
01-01871	FUELMAN OF MS-#127785	103505	127785: 09-03-12 - 09-09-12	I NP35677290	9/10/2012	72.01
			127785: 09-03-12 - 09-09-12	001-340-525	72.01	
01-00401	FURR TRANSMISSION	103506	OVERPYMT OF PRIVILEGE LICENSE	I 201209120948	9/07/2012	53.70
			OVERPYMT OF PRIVILEGE LICENSE	001-000-351	53.70	
01-24935	GATEWAY TIRE & SERVICE CE	103507	LT225/75R16 TIRE	I IA00842297	8/27/2012	532.50
			DISPOSALS	001-201-635	6.00	
			TIRE FLAP	001-201-635	3.67	
			TIRE TUBE	001-201-635	29.39	
			LT225/75R16 TIRE	001-201-635	490.44	
			TIRE TAX	001-201-635	3.00	
01-00565	GEORGE'S DOOR SERVICE INC	103508	OHD REPAIR @ 1	I 033169	9/05/2012	173.00
			OHD REPAIR @ 1	001-160-637	173.00	
01-00565	GEORGE'S DOOR SERVICE INC	103509	LIFTMASTER @ CENTRAL	I 033189	9/10/2012	995.00
			LIFTMASTER @ CENTRAL	001-160-637	995.00	
01-02127	GRAY DANIELS CHEVROLET	103510	P-274 PIG TAIL ASMBLY	I 614969GC	8/29/2012	68.28
			PIG TAIL ASSEMBLY	001-100-632	68.28	
01-01248	GRAYBAR ELECTRIC COMPANY	103511	7' CAT 5E YELLOW PATCH CB	I 962162590	8/28/2012	225.75
			7' CAT 5E YELLOW PATCH CB	001-042-501	225.75	
01-27325	H-D CLUTCH AND BRAKE INC	103512	STARTER FOR 340-1-84	I 000061430	8/31/2012	329.89
			STARTER	001-340-635	299.89	
			FREIGHT	001-340-635	30.00	
01-29250	HEDERMAN BROTHERS	103513	MINUTE BOOK PAPER	I 105689	9/07/2012	590.00
			MINUTE BOOK PAPER	001-180-540	97.00	
			MINUTES BOOKS	001-180-540	328.00	
			MINUTE BOOK	001-180-540	165.00	
01-29250	HEDERMAN BROTHERS	103514	FALL ISSUE/R'LND LIFE MAG	I 105707	8/31/2012	10,908.24
			ARTWORK	001-093-604	1,600.00	
			EST. POSTAGE PAID	001-093-606	2,400.00CR	
			ACTUAL POSTAGE	001-093-606	2,912.24	
			PRINTING/R'LND LIFE	001-093-620	8,796.00	
01-02680	HIGHLAND BUILDING SERVICE	103515	GENERAL JANITORIAL SERVICES	I 2945	9/01/2012	640.00
			GENERAL JANITORIAL SERVICES	001-340-604	640.00	

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-03681	HOLLYWOOD FEED, LLC	103516	DOG FOOD FOR K-9 CANON DOG FOOD	I 201208300880 001-100-540	8/29/2012 92.00	92.00
01-04043	HSC WORKSHOP	103517	WORKSHOP/RAFFIELD HSC WORKSHOP	I MR-96-PA 001-100-681	8/23/2012 140.00	140.00
01-04051	INNOVATE YOUR OFFICE PROD	103518	FD-INK CARTRIDGES 60 XL BLACK 60 XL COLOR SHIPPING	I 9613 001-160-501 001-160-501 001-160-501	9/05/2012 80.00 80.00 27.20	187.20
01-00905	INTERSTATE ALL BATTERY CE	103519	FD -AA BATTERIES AA BATTERIES	I 1902501003822 001-160-540	8/24/2012 23.18	23.18
01-00905	INTERSTATE ALL BATTERY CE	103520	FD -AA BATTERIES AA BATTERIES	I 1902502003306 001-160-540	8/27/2012 115.90	115.90
01-00905	INTERSTATE ALL BATTERY CE	103521	GPS BATTERY GPS BATTERY	I 1902502003462 400-650-540	9/06/2012 22.49	22.49
01-00905	INTERSTATE ALL BATTERY CE	103522	RADAR BATTERIES BATTERIES	I 1902502003475 001-100-540	9/07/2012 47.50	47.50
01-33385	JACKSON DATA PRODUCTS IN	103523	OFFICE SUPPLIES 4 X 6 CARDS RED1,000 4 X 6 CARD BLU 1,000 4 X 6 CARDS YEL1,000	I 0069910 001-340-500 001-340-500 001-340-500	8/29/2012 86.18 86.18 86.18	258.54
01-33385	JACKSON DATA PRODUCTS IN	103524	#9 WINDOW ENVELOPES #9 WINDOW ENVELOPES	I 0069931 400-650-500	9/05/2012 133.28	133.28
01-33385	JACKSON DATA PRODUCTS IN	103525	OFFICE SUPPLIES HAM-162008 8 1/2 X11	I 023278 001-340-500	8/24/2012 71.00	71.00
01-33800	JACKSON PAPER COMPANY	103526	COLORED PAPER/VACUUM BAGS 9 X 12 BLACK CONSTRU 9 X 12 MIXED CONST	I 790001 001-350-540 001-350-540	8/24/2012 4.78 4.78	9.56
01-33800	JACKSON PAPER COMPANY	103527	COLORED PAPER/VACUUM BAGS 24 X 32 TRASH BAGS 9" BAYWEST TISSUE K/C SOAP 8 OZ. CUPS SENSOR VACUUM BAGS 110# WHITE COPY PAPR BRGT GREEN PAPER(2) 9 X 12 #80 VIA BLK/C	I 791041 001-350-510 001-350-510 001-350-510 001-350-510 001-350-510 001-350-540 001-350-540 001-350-540	8/30/2012 114.82 27.47 81.16 18.91 13.39 20.68 17.14 36.04	329.61
01-33800	JACKSON PAPER COMPANY	103528	TRSH LINRS/FOAM SOAP/ENMO COPY PAPER TRSH LINRS 38X58	I 792276 001-040-540 001-092-510	9/06/2012 160.20 32.34	328.76

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-33800	JACKSON PAPER COMPANY	103528	TRSH LINRS/FOAM SOAP/ENMO	I 792276	9/06/2012	328.76
			TRSH LINRS 24X33	001-092-510	26.33	CONT
			ENMOTION TOWELS	001-092-510	54.25	
			DISINFECTANT CLEANER	001-092-510	15.06	
			HAND FOAM SOAP	001-092-510	40.58	
01-34590	JERRY PATE TURF SUPPLY IN	103529	PARTS FOR 340-1-31 TORO	C I1616532	8/28/2012	13.60
			CREDIT - SWITCH	001-340-635	13.60	CR
01-34590	JERRY PATE TURF SUPPLY IN	103530	PARTS FOR 340-1-31 TORO	I I1612610	8/07/2012	26.70
			IGNITION SWITCH	001-340-635	13.60	
			GASKET	001-340-635	2.86	
			FREIGHT	001-340-635	10.24	
01-34590	JERRY PATE TURF SUPPLY IN	103531	PARTS FOR 340-1-31 TORO	I I1612877	8/08/2012	13.60
			IGNITION SWITCH	001-340-635	13.60	
01-34590	JERRY PATE TURF SUPPLY IN	103532	PARTS FOR 340-1-31 TORO	I I1613259	8/09/2012	262.49
			FU. SHUTOFF SOLENOID	001-340-635	251.83	
			FREIGHT	001-340-635	10.66	
01-34590	JERRY PATE TURF SUPPLY IN	103533	PARTS FOR 340-1-31 TORO	I I1613958	8/14/2012	52.45
			THERMOSTAT	001-340-635	46.25	
			FREIGHT	001-340-635	6.20	
01-34785	JOHNSON LAWN & OUTDOOR EQ	103534	WEEDEATER HEADS	I 146319	8/29/2012	55.98
			WEEDEATER HEADS	001-340-635	55.98	
01-02031	LOWE'S BUSINESS ACCOUNT	103535	FD-YARD SUPPLIES	I 14859	9/07/2012	48.25
			WEEDEATER STRING	001-160-540	33.19	
			BRASS CONNECTOR	001-160-540	9.37	
			WD 40	001-160-540	5.69	
01-02372	MAC'S FRESH MARKET	103536	CWC LUNCH - AUGUST 2012	I 201209100902	7/31/2012	279.99
			CWC LUNCH - AUGUST	001-201-540	279.99	
01-02372	MAC'S FRESH MARKET	103537	CWC MEALS FOR AUG 2012	I 201209120904	8/01/2012	197.37
			CWC MEALS AUG 2012	001-100-540	197.37	
01-03084	MADISON COUNTY ENGINEERIN	103538	FEBRUARY 14, 2012 INSPECTION	I 201209120950	2/14/2012	1,350.00
			FEBRUARY 14, 2012 INSPECTION	465-655-760	1,350.00	
01-39470	MADISON COUNTY FOUNDATION	103539	ANNUAL MEETING	I 201209120949	8/31/2012	50.00
			ANNUAL MEETING	001-040-681	50.00	
01-41000	MADISON COUNTY JOURNAL	103540	ORDINANCE AD	I 300005813	8/31/2012	151.56
			ORDINANCE AD	001-040-615	151.56	
01-41000	MADISON COUNTY JOURNAL	103541	ORDINANCE OF THE MAYOR & BOARD	I 300005814	8/31/2012	58.80
			ORDINANCE OF THE MAYOR & BOARD	001-180-615	58.80	
01-41000	MADISON COUNTY JOURNAL	103542	PUBLIC HEARING BUDGET AD	I 300005871	8/31/2012	506.00

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-41000	MADISON COUNTY JOURNAL	103542	PUBLIC HEARING BUDGET AD PUBLIC HEARING BUDGET AD	I 300005871 001-040-615	8/31/2012 506.00	506.00 CONT
01-41100	MADISON COUNTY SHERIFF'S	103543	JAIL HOUSING FEES JULY 12 JAIL HOUSING FEES	I R-0712 001-100-687	8/09/2012 3,933.00	3,933.00
01-41100	MADISON COUNTY SHERIFF'S	103544	JAIL HOUSING FEES JULY 12 PHARMACY CHARGES	I R-M0712 001-100-687	8/09/2012 14.05	14.05
01-03554	MADISON SOUTH RUBBISH LAN	103545	08-27-12 - 08-30-12 DUMP FEE 08-27-12 - 08-30-12 DUMP FEE	I 5654 003-220-682	8/31/2012 297.00	297.00
01-42310	MARS MARKETING PROMOTIONA	103546	WORKS SHIRTS WORKS SHIRTS WORKS SHIRTS LS WORKS SHIRTS SS WORKS SHIRTS SS WORKS SHIRTS LS FREIGHT	I 28832 400-650-535 400-650-535 400-650-535 400-650-535 400-650-535 400-650-535	7/31/2012 143.94 69.98 119.96 103.96 51.98 28.56	518.38
01-42310	MARS MARKETING PROMOTIONA	103547	FD-SHIRTS & SHORTS SHORTS - XL SHORTS - XXL SETUP/RESET CHG SHIPPING	I 29012 001-160-535 001-160-535 001-160-535 001-160-535	9/05/2012 576.50 664.00 30.00 78.00	1,348.50
01-42310	MARS MARKETING PROMOTIONA	103548	FD-SHIRTS & SHORTS T SHIRTS SETUP/RESET CHG SHIPPING	I 29013 001-160-535 001-160-535 001-160-535	9/05/2012 1,121.76 50.00 49.00	1,220.76
01-42310	MARS MARKETING PROMOTIONA	103549	COOLERS W/ LOGO FOR SPONS COOLERS W/LOGO SCREEN CHARGE SHIPPING	I 29014 001-340-650 001-340-650 001-340-650	8/28/2012 4,400.00 45.00 397.00	4,842.00
01-42885	MCGRAW RENTAL AND SUPPLY	103550	4gal SPRAY CAN 4gal SPRAY CAN	I 250144.1.1 400-650-540	8/23/2012 84.04	84.04
01-42885	MCGRAW RENTAL AND SUPPLY	103551	RATCHETSTRAPS RATCHETSTRAPS 4PK	I 250544.1.1 001-201-540	8/27/2012 24.99	24.99
01-42885	MCGRAW RENTAL AND SUPPLY	103552	RATCHETSTRAPS SAND BAGS	I 250714.1.1 001-201-540	8/27/2012 64.19	64.19
01-44250	MID-SOUTH UNIFORM & SUPPL	103553	FD- MOSS, IRWIN, YATES SHIRTS - YATES PANTS - YATES SEW ON PATCHES BELT - YATES PANTS - IRWIN SHIRTS - IRWIN	I 486400 001-160-535 001-160-535 001-160-535 001-160-535 001-160-535 001-160-535	9/10/2012 116.25 105.74 4.02 34.77 105.74 116.25	994.44

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-44250	MID-SOUTH UNIFORM & SUPPL	103553	FD- MOSS, IRWIN, YATES	I 486400	9/10/2012	994.44
			SEW ON PATCHES	001-160-535	4.02	
			BELT - IRWIN	001-160-535	34.77	
			PANTS - MOSS	001-160-535	105.74	
			SHIRTS - MOSS	001-160-535	116.25	
			SEW ON PATCHES	001-160-535	4.02	
			BELT - MOSS	001-160-535	34.77	
			NAME PLATES	001-160-535	41.88	
			BADGES	001-160-535	170.22	
01-44410	MIDDLE MS BUILDING OFFICA	103554	ANNUAL DUES	I 201209100903	9/10/2012	375.00
			ANNUAL DUES	001-180-686	375.00	
01-00837	MISS CHEMICAL SUPPLY INC	103555	MOSQUITO SPRAY	I 20751	9/04/2012	4,140.00
			20/20 SPRAY	001-250-544	4,140.00	
01-00056	MISS MUNICIPAL LEAGUE	103556	CMO GRADUATION PLAQUE	I 17840	8/29/2012	95.00
			CMO GRADUATION PLAQUE	001-020-540	95.00	
01-47200	MISS RECREATION PARK ASSN	103557	REGISTRATION FEE FOR MRPA	I 2108	9/10/2012	275.00
			MRPA CONFERENCE	001-340-681	275.00	
01-47700	MISS STATE FIRE ACADEMY	103558	FD- CHANGE FEE	I 19935	9/04/2012	30.00
			FD- CHANGE FEE	001-160-681	30.00	
01-48800	MOORE CARPET CARE INC	103559	CARPET CLEANING - LIBRARY	I 12-1939	9/04/2012	1,363.20
			CARPET CLEANING - LIBRARY	001-350-637	1,363.20	
01-49512	MR FORMS PRINTING CO	103560	BAIL BOND FORMS	I 120815-023	8/15/2012	1,035.00
			BAIL BOND FORMS	001-100-540	1,035.00	
01-00248	MS RAINBOW PRINTING	103561	FD-DIVE SHIRTS & CAPS	I 42902	9/10/2012	990.00
			DRY FIT SHIRTS	001-160-535	990.00	
01-04036	MSU - CVM CLINICAL OUTREA	103562	K-9 JOEP EXAM/TESTS/MEDS	I 160168	8/13/2012	2,681.06
			K-9 EXAMS/TESTS/MEDS	001-100-604	2,681.06	
01-49850	MURRAY MUD JACKING SERVIC	103563	REPAIOR STORM DRAIN	I 201209060896	8/24/2012	2,630.00
			REPAIOR STORM DRAIN	001-201-604	2,630.00	
01-04055	NEOGOV	103564	INSIGHT ENTERPRISE USER LICENS	I 07-8249	9/07/2012	5,500.00
			INSIGHT ENTERPRISE USER LICENS	001-080-604	5,500.00	
01-03533	NFL FLAG FOOTBALL	103565	UNIFORMS & EQUIPMENT	I 201209120951	9/12/2012	2,960.00
			UNIFORMS & EQUIPMENT	001-000-102	2,960.00	
01-53600	OFFICE DEPOT INC	103566	OFFICE SUPPLIES COURT SR	I 201209070897	9/06/2012	184.37
			CALCULATOR	001-010-500	53.98	
			FOLDERS (50BX) FASTR	001-010-500	41.04	
			POST IT NOTES	001-010-500	19.47	
			CORRECTIONS TAPE	001-010-500	19.47	
			LETTER OPENERS	001-010-500	4.08	

VENDOR		DOCKET	*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-53600	OFFICE DEPOT INC	103566	OFFICE SUPPLIES COURT SR	I 201209070897	9/06/2012	184.37
			NOTE 4X6 3 PK	001-010-500	14.10	
			INK , RE-FILL	001-010-500	14.25	
			UNIV-VIS, ELITE	001-010-500	9.99	
			PEN, ROLRBALL V	001-010-500	7.99	
01-03722	OFFICE NETWORKX	103567	STAMP PAD FOR REC. CENTER	I 45587	8/28/2012	34.96
			MMM-675-YL NOTE PAD	001-340-500	12.98	
			MMM-660-3AN NOTE PAD	001-340-500	21.98	
01-03722	OFFICE NETWORKX	103568	STAMP PAD FOR REC. CENTER	I 45681	8/30/2012	17.29
			IDEAL 200 STAMP	001-340-500	17.29	
01-53715	OFFICE PRODUCTS PLUS INC	103569	NAME PLATE/BASE-P TIERCE	I 619820-0	8/29/2012	24.50
			SELF-INKING STAMP	001-040-500	24.50	
01-53715	OFFICE PRODUCTS PLUS INC	103570	NAME PLATE/BASE-P TIERCE	I 619820-1	8/31/2012	24.00
			NAME PLATE/BASE-P TIERCE	001-020-540	24.00	
01-53715	OFFICE PRODUCTS PLUS INC	103571	YELLOW FOLDERS	I 620114-0	8/28/2012	79.66
			YELLOW FOLDERS	001-180-540	79.66	
01-53715	OFFICE PRODUCTS PLUS INC	103572	OFFICE PRODUCTS PLUS INC	I 620620-0	9/04/2012	177.82
			5" BINDERS	001-160-500	57.98	
			TAPE STRIPS	001-160-500	29.95	
			HIGHLIGHTERS	001-160-500	7.70	
			PENS	001-160-500	12.21	
			COPY PAPER	001-160-500	69.98	
01-53715	OFFICE PRODUCTS PLUS INC	103573	OFFICE PRODUCTS PLUS INC	I 620620-1	9/05/2012	4.44
			REPORT COVERS	001-160-500	4.44	
01-55060	PEARL RIVER VALLEY WATER	103574	90400: 07-20-12 - 08-21-12	I 201209120953	8/30/2012	88.20
			90400: 07-20-12 - 08-21-12	001-340-630	88.20	
01-55168	PENNINGTON & TRIM ALARM S	103575	SMOKE DETECTORS/LABOR	I 493906	8/29/2012	285.00
			SMOKE DETECTOR	001-350-637	200.00	
			LABOR	001-350-637	85.00	
01-55550	PETTY CASH - ADM	103576	CUSTODIAN CHANGE OVER	I 201209120952	9/12/2012	100.00
			CUSTODIAN CHANGE OVER	001-000-002	100.00	
01-55750	PETTY CASH - STREETS	103577	08-23-12 - 08-27-12	I 201209120954	8/27/2012	195.00
			08-23-12 - 08-27-12	400-650-604	146.00	
			08-23-12 - 08-27-12	001-020-605	49.00	
01-03228	REGIONS BANK	103578	REGIONS 24,625,000 TAX INCREME	I 201209120955	8/24/2012	1,409,453.13
			REGIONS 24,625,000 TAX INCREME	218-450-800	870,000.00	
			REGIONS 24,625,000 TAX INCREME	218-450-810	539,453.13	
01-61050	RIDGELAND FAMILY MEDICAL	103579	4900.0: CODY MOSS	I 307922	8/17/2012	68.00
			4900.0: CODY MOSS	001-160-604	68.00	

VENDOR		DOCKET	*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-61050	RIDGELAND FAMILY MEDICAL	103580	4900.0: TODD IRWIN	I 307923	8/17/2012	68.00
			4900.0: TODD IRWIN	001-160-604	68.00	
01-61050	RIDGELAND FAMILY MEDICAL	103581	4900.0: DUSTIN YATES	I 307941	8/17/2012	68.00
			4900.0: DUSTIN YATES	001-160-604	68.00	
01-61050	RIDGELAND FAMILY MEDICAL	103582	10221.0: CHRIS BRYSON	I 308024	8/20/2012	68.00
			10221.0: CHRIS BRYSON	001-201-604	68.00	
01-61050	RIDGELAND FAMILY MEDICAL	103583	10222.0: CHRIS JONES	I 308623	8/30/2012	68.00
			10222.0: CHRIS JONES	001-100-604	68.00	
01-00649	RIDGELAND SERVICE CENTER	103584	P-260 TIRE	I 169372	8/27/2012	112.40
			TIRE GY RSA225/60/16	001-100-632	98.45	
			BALANCE	001-100-632	10.95	
			TIRE DISPOSAL FEE	001-100-632	3.00	
01-02496	RJ YOUNG COMPANY	103585	JC1548: 07-24-12 - 08-24-12	I 292166	8/31/2012	2,973.00
			JC1548: 07-24-12 - 08-24-12	001-010-635	597.57	
			JC1548: 07-24-12 - 08-24-12	001-020-635	1.73	
			JC1548: 07-24-12 - 08-24-12	001-040-635	86.72	
			JC1548: 07-24-12 - 08-24-12	001-080-635	1.73	
			JC1548: 07-24-12 - 08-24-12	001-100-635	1,242.99	
			JC1548: 07-24-12 - 08-24-12	001-160-635	805.57	
			JC1548: 07-24-12 - 08-24-12	001-180-635	32.47	
			JC1548: 07-24-12 - 08-24-12	400-650-635	204.22	
01-02816	ROW CONSULTANTS, LLC	103586	WESTERN WATER	I 231	9/04/2012	6,425.00
			WESTERN WATER	465-650-760	6,425.00	
01-01177	SANSOM EQUIPMENT CO	103587	PARTS	I 37103	8/22/2012	315.07
			COIL	001-201-632	94.94	
			VALVE ASSY.	001-201-632	202.63	
			FREIGHT	001-201-632	17.50	
01-03736	MIKE SAXTON'S GARAGE	103588	FD-RESCUE 1	I 0311	8/29/2012	328.55
			EGR VALVE	001-160-632	198.55	
			LABOR	001-160-632	130.00	
01-02644	SEA URCHINS DIVE & TRAVEL	103589	REGULATORS	I 550	9/05/2012	840.00
			REGULATORS	001-160-635	840.00	
01-02644	SEA URCHINS DIVE & TRAVEL	103590	FD-INFLATOR & HP GAUGE	I 551	9/05/2012	340.00
			BC INFLATOR ASSEMBLY	001-160-635	100.00	
			HP GAUGE W/HOSE	001-160-635	240.00	
01-01903	SOCCER CENTER, THE	103591	STAFF SHIRTS	I 50159	9/10/2012	663.22
			W RESPONSE POLO	001-340-535	225.00	
			CON 12 PENT	001-340-535	22.50	
			CON 12 CL POLO	001-340-535	240.00	
			CON 12 TRENN'S TOP	001-340-535	30.00	

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-01903	SOCCER CENTER, THE	103591	STAFF SHIRTS	I 50159	9/10/2012	663.22
			CON 12 TRE.JRT W.	001-340-535	130.00	CONT
			SHIPPING	001-340-535	15.72	
01-03210	SOUTHERN CONNECTION POLIC	103592	DUTY BELT (YOUNG)	I 1491	8/29/2012	39.99
			DUTY BELT (YOUNG)	001-100-535	39.99	
01-03210	SOUTHERN CONNECTION POLIC	103593	DUTY BELT (YOUNG)	I 1493	8/30/2012	49.99
			RAINCOAT	001-100-535	49.99	
01-03210	SOUTHERN CONNECTION POLIC	103594	FD-TACTICAL PANTS	I 1501	9/05/2012	272.00
			TACTICAL PANTS	001-160-535	200.00	
			TACTICAL PANTS	001-160-535	38.00	
			SHIRTS	001-160-535	34.00	
01-03210	SOUTHERN CONNECTION POLIC	103595	FD-TACTICAL PANTS	I 1503	9/07/2012	314.00
			TACTICAL PANTS	001-160-535	280.00	
			SHIRTS	001-160-535	34.00	
01-03876	SOUTHERN PRINTING CO	103596	CASH BOND BOOKS	I 26696	9/10/2012	150.00
			CASH BOND BOOKS	001-010-500	150.00	
01-03627	SOUTHERN TELECOMMUNICATIO	103597	ACCOUNT 2361: 6018538610	I 201209120956	8/29/2012	2,668.84
			ACCOUNT 2361: 6018538610	001-020-605	0.00	
			ACCOUNT 2361: 6018538610	001-040-605	89.01	
			ACCOUNT 2361: 6018538610	001-100-605	238.45	
			ACCOUNT 2361: 6018538610	001-160-605	487.38	
			ACCOUNT 2361: 6018538610	001-180-605	0.00	
			ACCOUNT 2361: 6018538610	001-201-605	82.71	
			ACCOUNT 2361: 6018538610	001-340-605	222.82	
			ACCOUNT 2361: 6018538610	001-350-605	186.64	
			ACCOUNT 2361: 6018538610	400-650-605	1,361.83	
01-03627	SOUTHERN TELECOMMUNICATIO	103598	ACCOUNT# 700177: 6016073512	I 201209120957	9/06/2012	777.62
			ACCOUNT# 700177: 6016073512	001-020-605	116.65	
			ACCOUNT# 700177: 6016073512	001-040-605	213.85	
			ACCOUNT# 700177: 6016073512	001-100-605	0.00	
			ACCOUNT# 700177: 6016073512	001-160-605	0.00	
			ACCOUNT# 700177: 6016073512	001-180-605	155.52	
			ACCOUNT# 700177: 6016073512	001-201-605	58.32	
			ACCOUNT# 700177: 6016073512	001-340-605	136.08	
			ACCOUNT# 700177: 6016073512	001-350-605	0.00	
			ACCOUNT# 700177: 6016073512	400-650-605	97.20	
01-03627	SOUTHERN TELECOMMUNICATIO	103599	ACCT 700192: 6018532008	I 201209120958	9/06/2012	792.63
			ACCT 700192: 6018532008	001-100-605	711.75	
			ACCT 700192: 6018532008	001-160-605	80.88	
01-66925	SOUTHERN WHOLESALE GRASSL	103600	ST AUGESTINE SOD	I 83193	9/06/2012	181.00
			ST AUGESTINE SOD	400-650-575	175.00	
			PALLET FEE	400-650-575	6.00	

VENDOR		DOCKET	*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-68050	STATE CHEMICAL MANUFACTUR	103601	CLEANING CHEMICAL SYSTM	I 95851921	8/30/2012	1,087.65
			BIO FLOOR CLEANER	001-100-540	138.60	
			EZ-GUARD BUFF	001-100-540	252.90	
			NDC	001-100-540	188.10	
			EVO FRESH CARPET CL	001-100-540	90.90	
			ECO CAR WASH SOAP	001-100-540	151.20	
			ECO HAND CLEANER	001-100-540	232.20	
			ECO GLASS CLNR	001-100-540	33.75	
01-68230	STATE TREASURER FUND: 360	103602	FRAME RELAY FEE 08/12	I IN601COZJ4217209	8/06/2012	224.00
			FRAME RELAY 08/12	001-100-604	224.00	
01-69155	SUNBELT FIRE APPARATUS IN	103603	E2 DASH LIGHTS	I 100605	8/06/2012	303.71
			LABOR	001-160-632	213.75	
			TRAVEL CHARGE	001-160-632	75.00	
			SHOP SUPPLIES	001-160-632	14.96	
01-69155	SUNBELT FIRE APPARATUS IN	103604	FD-BATTERIES L4	I 100629	9/09/2012	383.16
			BATTERIES L4	001-160-632	383.16	
01-69155	SUNBELT FIRE APPARATUS IN	103605	ENGINE 2 COMPUTER	I 100735	9/10/2012	101.65
			INSTALL COMPUTER	001-160-632	95.00	
			SHOP SUPPLIES	001-160-632	6.65	
01-69155	SUNBELT FIRE APPARATUS IN	103606	PROGRAM COMP FOR E2	I 74278	8/30/2012	144.97
			PROGRAMMING FEE	001-160-632	125.25	
			SHIPPING	001-160-632	19.72	
01-00845	SUNCOAST INFRASTRUCTURE I	103607	48" MH REHAB/PINE KNOLL	I 1091	9/07/2012	25,675.00
			48" MH REHAB 250 MIL	400-650-760	25,675.00	
01-00845	SUNCOAST INFRASTRUCTURE I	103608	ANNUAL SEWER REHAB	I 1093	9/07/2012	115,111.50
			PIPE MOBILIZATION	400-650-760	1.00	
			TV INSPEC. 6"-12"	400-650-760	1,372.50	
			HEAVY CLEANING 8"-10	400-650-760	1,189.50	
			8"X 6MM CIPP	400-650-760	79,072.50	
			10" X 6MM CIPP	400-650-760	13,176.00	
			18" X 9MM CIPP	400-650-760	19,500.00	
			SERVICE CONNECTION	400-650-760	800.00	
01-02274	TCS WARE INC	103609	MONTHLY SERVICE	I 9550	9/04/2012	4,865.00
			MONTHLY SERVICE	001-100-635	4,865.00	
01-03419	THINKWEBSTORE.COM	103610	EBLAST - WEST NILE VIRUS	I 2074	8/23/2012	25.00
			EBLAST - WEST NILE VIRUS	001-093-604	25.00	
01-03419	THINKWEBSTORE.COM	103611	EBLAST-TROPCL STRM ISAAC	I 2090	8/29/2012	25.00
			EBLAST-TROPCL STRM ISAAC	001-093-604	25.00	
01-03419	THINKWEBSTORE.COM	103612	SEPTEMBER ENEWSLETTER	I 2095	8/31/2012	25.00
			SEPTEMBER ENEWSLETTER	001-093-604	25.00	

VENDOR		DOCKET	*-----INVOICE-----*			
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-01571	TRI-STATE TRUCK CENTER	103613	WATER PUMP WATER PUMP	I FI21721 001-201-632	9/06/2012 207.67	207.67
01-02393	TYLER TECHNOLOGIES	103614	TYLER OUTPUT TYLER OUTPUT	I 025-50555 001-040-730	8/29/2012 250.00	250.00
01-02393	TYLER TECHNOLOGIES	103615	CONTENT/DOCUMENT MANAGEMENT CONTENT/DOCUMENT MANAGEMENT	I 025-52011 001-040-730	9/13/2012 4,950.00	4,950.00
01-03890	U.S. BANK EQUIPMENT FINAN	103616	IPHONES SERVICES IPHONES SERVICES IPHONES SERVICES IPHONES SERVICES IPHONES SERVICES IPHONES SERVICES IPHONES SERVICES	I 210965547 001-040-635 001-020-635 400-650-635 001-180-635 001-340-635 001-100-635 001-010-635	8/31/2012 248.70 182.60 182.60 199.32 166.10 630.80 215.80	1,825.92
01-03890	U.S. BANK EQUIPMENT FINAN	103617	CAROUSEL PHONE SERVICES CAROUSEL PHONE SERVICES	I 211180187 001-160-635	9/02/2012 530.28	530.28
01-00544	U.S. LAWNS OF JACKSON	103618	WOLCOTT & FREEDOM RIDGE SERVIC WOLCOTT & FREEDOM RIDGE SERVIC	I 12951 001-340-604	9/01/2012 4,155.88	4,155.88
01-00544	U.S. LAWNS OF JACKSON	103619	HARBOR DRIVE SERVICES HARBOR DRIVE SERVICES	I 12953 001-201-604	9/01/2012 1,017.18	1,017.18
01-00544	U.S. LAWNS OF JACKSON	103620	COUNTY LINE RD SERVICES COUNTY LINE RD SERVICES	I 12954 001-201-604	9/01/2012 3,778.50	3,778.50
01-00544	U.S. LAWNS OF JACKSON	103621	JACKSON ST PARKING LOT SERVICE JACKSON ST PARKING LOT SERVICE	I 12955 001-201-604	9/01/2012 825.33	825.33
01-00544	U.S. LAWNS OF JACKSON	103622	I-55 INTERCHANGE SERVICES I-55 INTERCHANGE SERVICES	I 12956 001-201-604	9/01/2012 7,940.00	7,940.00
01-03710	UNION AUTO PARTS	103623	P-282 BRAKE PADS FRONT BRAKE PADS REAR BRAKE PADS WHEEL STUD	I 7178146 001-100-632 001-100-632 001-100-632	8/28/2012 68.18 71.41 2.04	141.63
01-03710	UNION AUTO PARTS	103624	P-287/272 (SHOP) BRAKES FRONT HUB ASMBLY FRNT BRAKE PADS REAR BRAKE PADS	I 7179743 001-100-632 001-100-632 001-100-632	8/29/2012 184.19 228.72 170.80	583.71
01-03710	UNION AUTO PARTS	103625	STARTER STARTER	I 7180162 001-180-632	8/29/2012 205.09	205.09
01-03710	UNION AUTO PARTS	103626	P-257 VALVE COVER GASKTS VALVE COVER GASKTS	I 7193099 001-100-632	9/10/2012 50.77	50.77

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-03710	UNION AUTO PARTS	103627	P-257 VALVE COVER GASKTS RADIATOR	I 7194075 001-100-632	9/10/2012 142.86	142.86
01-74970	W J T V	103628	ZILLOW.COM AD - AUG 2012 ZILLOW.COM AD - AUG 2012	I 0404016234 001-093-615	8/26/2012 500.00	500.00
01-75450	WALMART	103629	JANITORIAL SUPPLIES PAPER TOWELS TOILET TISSUE 409 CLEANER COMET	I 00441 001-092-510 001-092-510 001-092-510 001-092-510	9/04/2012 82.74 139.40 19.80 10.23	252.17
01-75450	WALMART	103630	COFFE POT & OFFICE SUPPLI CREAMER 6 OZ FOAM CUPS 24 PK WATER MIXED BINDER CLIPS MED BINDER CLIPS 3 X 3 POST IT NOTES AA BATTERIES 8 1/2 X 11 CARD STOC 1" BINDER 1 1/2 " BINDER COFFEE POT BUNN FILTERS	I 02429 001-201-540 001-201-540 001-201-540 400-650-500 400-650-500 400-650-500 400-650-500 400-650-500 400-650-500 400-650-540 400-650-540	8/31/2012 3.78 3.80 4.98 7.47 2.74 5.64 6.37 7.47 2.47 3.78 99.00 1.47	148.97
01-75450	WALMART	103631	SUPPLIES COFFEE COFFEE MATE SUGAR PINE SOL DUCT TAPE DAWN ALEVE ALKA SELTZER TUMS TYLENOL 8PK SOAP	I 04112 400-650-540 400-650-540 400-650-540 400-650-540 400-650-540 400-650-540 400-650-540 400-650-540 400-650-540 400-650-540 400-650-540	9/04/2012 29.92 10.96 11.92 6.64 9.54 5.64 26.54 9.24 3.88 7.96 2.97	125.21
01-75450	WALMART	103632	SUPPLIES FOR RECREATION C WRAPPING PAPER PLATES NAPKINS LIGHT BULBS COFFEE COFFEE D BATTERIES AA BATTERIES CREME CAKES	I 04138A 001-340-540 001-340-540 001-340-540 001-340-540 001-340-540 001-340-540 001-340-540 001-340-540 001-340-540 001-340-540	8/28/2012 3.97 3.48 3.48 3.97 4.28 23.88 6.97 6.37 11.28 29.96	97.64

VENDOR		DOCKET		*-----INVOICE-----*		
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-75450	WALMART	103633	FD-RINGS, MARKERS, BINDER	I 04147	8/28/2012	108.89
			BOOK RINGS	001-160-540	5.64	
			BOOK RINGS	001-160-540	2.88	
			CD-R	001-160-540	14.88	
			MARKERS	001-160-540	23.68	
			BINDERS	001-160-540	17.82	
			BINDERS	001-160-540	19.94	
			BINDERS	001-160-540	6.94	
			BINDERS	001-160-540	9.70	
			BINDERS	001-160-540	7.41	
01-75750	WARING OIL CO	103634	OFF ROAD DEISEL& GAS	I 001175487	8/27/2012	914.94
			SULFUR HS	001-340-525	351.55	
			NO LEAD 87 OCTANE	001-340-525	531.56	
			MS ENVIRONMENTAL TAX	001-340-525	0.55	
			MS ENVIRONMENTAL TAX	001-340-525	0.36	
			FEDERAL LUST TAX	001-340-525	0.23	
			MS GAS STATE & LOC.G	001-340-525	17.26	
			MS SPECIAL FUELS	001-340-525	5.12	
			COMPLIANCE FEE	001-340-525	7.88	
			FEDREAL OIL SPILL TA	001-340-525	0.43	
01-75750	WARING OIL CO	103635	DEISEL DELIVERY FOR GEN	I 071175655	8/27/2012	398.30
			DEISEL FUEL	001-100-525	314.16	
			DELIVERY FEE	001-100-525	75.00	
			MS DF ST&LOCAL GOVT	001-100-525	0.84	
			MS ENVIRNMNT TAX	001-100-525	0.34	
			FEDERAL LUST TAX	001-100-525	0.08	
			COMPLIANCE FEE	001-100-525	7.88	
01-75900	WASTE MANAGEMENT OF MS	103636	AUGUST 2012	I 0000781-1894-0	9/01/2012	19,607.38
			AUGUST 2012	003-220-683	19,607.38	
01-04053	WATKINS RADIATOR SALES AN	103637	REPAIR RADIATOR	I 100545	8/28/2012	250.00
			REPAIR RADIATOR	001-201-635	250.00	
01-02634	WETWEAR	103638	FD - WETSUIT REPAIR	I 99-4017	8/24/2012	47.00
			WETSUIT REPAIR	001-160-635	25.00	
			SHIPPING	001-160-635	22.00	
01-78450	ZEE MEDICAL SERVICE CO	103639	SAFETY SUPPLIES	I 0101635515	8/23/2012	64.77
			RAIN SUIT 2XL	400-650-540	64.77	

TOTAL = 2,037,899.54

=====

FUND TOTALS		
FUND	NAME	TOTAL
001	GENERAL FUND	252,622.62
003	SANITATION	19,904.38
218	COLONY PARK TIF BOND	1,409,453.13
400	PUBLIC UTILITIES FUND	347,964.46
404	EMCRS OPERATION & MAINT	179.95
465	LIVINGSTN RD WTR IMP CDBG	7,775.00
=====		
TOTALS FOR ALL FUNDS =		2,037,899.54

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
TAXES	4,232,687.00	90,407.81	0.00	4,107,850.45	0.00	124,836.55	97.05
LICENSE AND PERMITS	1,410,000.00	260,639.34	0.00	1,393,878.35	0.00	16,121.65	98.86
INTRGOVERNMENTAL REVENUES	10,929,419.00	1,017,055.13	0.00	10,587,420.76	0.00	341,998.24	96.87
CHARGES FOR GOVERNMENTAL	790,829.00	50,669.55	0.00	669,429.05	0.00	121,399.95	84.65
MISCELLANEOUS	1,270,000.00	82,086.08	0.00	1,467,673.58	0.00 (	197,673.58)	115.56
TRANSFERS	856,430.23	41,119.00	0.00	856,430.23	0.00	0.00	100.00
NON-REVENUE RECEIPTS	50,000.00	0.00	0.00	43,271.82	0.00	6,728.18	86.54
*** TOTAL REVENUES ***	19,539,365.23	1,541,976.91	0.00	19,125,954.24	0.00	413,410.99	97.88
EXPENDITURE SUMMARY							
JUDICIAL - CITY COURT	561,045.29	44,267.14	0.00	500,331.86	479.50	60,233.93	89.26
MAYOR & BOARD	442,383.54	41,408.90	0.00	398,375.61	531.64	43,476.29	90.17
ELECTION	30,000.00	0.00	0.00	29,483.21	0.00	516.79	98.28
FINANCIAL ADMINISTRATION	823,555.92	61,941.59	0.00	732,879.10	236.28	90,440.54	89.02
MIS	86,330.80	2,678.69	0.00	82,761.92	225.75	3,343.13	96.13
LEGAL	30,000.00	4,311.28	0.00	37,938.48	0.00 (	7,938.48)	126.46
HUMAN RESOURCES	27,302.80	15,033.03	0.00	18,538.95	0.00	8,763.85	67.90
GENERAL GVT BLDG & PLANT	564,437.75	39,237.22	0.00	447,605.76	168.56	116,663.43	79.33
COMMUNITY PROMOTION	132,445.00	6,928.61	0.00	101,875.68	12,502.99	18,066.33	86.36
ENGINEERING	6,000.00	138.03	0.00	867.98	0.00	5,132.02	14.47
POLICE DEPARTMENT	6,424,311.60	522,390.31	0.00	5,730,565.45	53,356.05	640,390.10	90.03
FIRE DEPARTMENT	3,930,838.38	301,403.31	0.00	3,448,569.00	17,090.54	465,178.84	88.17
COMMUNITY DEVELOPMENT	879,256.86	78,827.84	0.00	775,650.54	2,391.75	101,214.57	88.49
STREET DEPARTMENT	3,835,850.90	285,595.58	0.00	3,315,818.97	24,761.83	495,270.10	87.09
HEALTH & WELFARE	54,500.00	11,379.60	0.00	33,838.80	600.00	20,061.20	63.19
PARKS & RECREATION	1,991,972.97	144,386.95	0.00	1,794,803.01	8,128.28	189,041.68	90.51
LIBRARIES	153,031.00	53,272.02	0.00	141,295.57	2,586.37	9,149.06	94.02
ECONOMIC DEVELOPMENT	75,000.00	0.00	0.00	37,500.00	0.00	37,500.00	50.00
DEBT SERVICE	74,109.38	0.00	0.00	74,109.63	0.00 (	0.25)	100.00
MISCELLANEOUS	243,471.00	5,045.00	0.00	309,869.22	0.00 (	66,398.22)	127.27
*** TOTAL EXPENDITURES ***	20,365,843.19	1,618,245.10	0.00	18,012,678.74	123,059.54	2,230,104.91	89.05
** REVENUE OVER (UNDER) EXPENDITURES *	(826,477.96)	(76,268.19)	0.00	1,113,275.50	(123,059.54)	(1,816,693.92)	0.00

C I T Y O F R I D G E L A N D
FINANCIAL STATEMENT - UNAUDITED
AS OF: AUGUST 31ST, 2012

001-GENERAL FUND
REVENUES

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET

TAXES							

000-200 TAXES - REAL & PERSONAL	4,070,919.00	0.00	0.00	3,867,333.12	0.00	203,585.88	95.00
000-201 TAXES AUTOMOBILE	528,000.00	89,774.73	0.00	533,645.32	0.00 (	5,645.32)	101.07
000-203 TAXES - PRIOR YEAR	40,000.00	633.08	0.00	10,815.55	0.00	29,184.45	27.04
000-204 PROPERTY TAX TO CLR TIF	(38,671.00)	0.00	0.00 (	29,003.49)	0.00 (	9,667.51)	75.00
000-205 PROPERTY TAX TO CP TIF	(367,561.00)	0.00	0.00 (	275,670.99)	0.00 (	91,890.01)	75.00
000-206 RAILCAR TAXES	0.00	0.00	0.00	730.94	0.00 (	730.94)	0.00
TOTAL TAXES	4,232,687.00	90,407.81	0.00	4,107,850.45	0.00	124,836.55	0.00
LICENSE AND PERMITS							

000-220 PRIVILEGE LICENSES	80,000.00	11,069.14	0.00	105,783.05	0.00 (	25,783.05)	132.23
000-221 FRANCHISE FEES UTILITY	844,000.00	151,468.21	0.00	787,204.05	0.00	56,795.95	93.27
000-222 BUILDING PERMITS UNREST	147,000.00	27,656.54	0.00	130,075.20	0.00	16,924.80	88.49
000-223 OTHER PERMITS	18,000.00	217.50	0.00	20,112.00	0.00 (	2,112.00)	111.73
000-224 FRANCHISE FEES CABLE	300,000.00	69,119.70	0.00	334,670.80	0.00 (	34,670.80)	111.56
000-226 PLAT & EXCAVATION FEES	9,000.00	120.00	0.00	930.00	0.00	8,070.00	10.33
000-227 LITTER FINES	0.00	78.25	0.00	153.25	0.00 (	153.25)	0.00
000-229 SIGN FEES	12,000.00	910.00	0.00	14,950.00	0.00 (	2,950.00)	124.58
TOTAL LICENSE AND PERMITS	1,410,000.00	260,639.34	0.00	1,393,878.35	0.00	16,121.65	0.00
INTRGOVERNMENTAL REVENUES							

000-230 CONTRACTORS LICENSE	12,000.00	100.00	0.00	8,165.00	0.00	3,835.00	68.04
000-231 PLAN REVIEW FEE	30,000.00	5,064.85	0.00	30,165.55	0.00 (	165.55)	100.55
000-250 MUNICIPAL AID	26,000.00	0.00	0.00	29,263.23	0.00 (	3,263.23)	112.55
000-255 STATE GRANT	0.00	0.00	0.00	20,202.36	0.00 (	20,202.36)	0.00
000-258 DUI GRANT	82,000.00	0.00	0.00	58,671.77	0.00	23,328.23	71.55
000-260 STATE SALES TAX	11,375,432.00	983,515.17	0.00	10,624,460.98	0.00	750,971.02	93.40
000-261 STATE LIQUOR LICENSES	130,000.00	21,825.00	0.00	116,250.00	0.00	13,750.00	89.42
000-262 STATE FIRE PROTECTION	105,000.00	0.00	0.00	125,316.78	0.00 (	20,316.78)	119.35
000-263 GRAND GULF DISTRIBUTION	340,000.00	0.00	0.00	361,073.44	0.00 (	21,073.44)	106.20
000-264 STATE HOMESTEAD REIMB	14,000.00	0.00	0.00	8,295.86	0.00	5,704.14	59.26
000-267 RENTAL CAR SALES TAX	185,000.00	0.00	0.00	204,979.00	0.00 (	19,979.00)	110.80
000-268 SALES TAX TO CLR TIF	(313,756.00)	0.00	0.00 (	235,316.97)	0.00 (	78,439.03)	75.00
000-269 SALES TAX TO CP TIF	(1,056,257.00)	0.00	0.00 (	809,442.72)	0.00 (	246,814.28)	76.63
000-271 POLICE TRAINING REIMBMT	0.00	0.00	0.00	9,000.00	0.00 (	9,000.00)	0.00
000-272 MISC GRANTS	0.00	700.00	0.00	700.00	0.00 (	700.00)	0.00
000-274 DEA REIMB OT POLICE DEPT	0.00	0.00	0.00	11,082.55	0.00 (	11,082.55)	0.00
000-275 HIDTA REIMBURSEMENTS POLICE	0.00	5,850.11	0.00	24,553.93	0.00 (	24,553.93)	0.00
TOTAL INTRGOVERNMENTAL REVENUES	10,929,419.00	1,017,055.13	0.00	10,587,420.76	0.00	341,998.24	0.00

C I T Y O F R I D G E L A N D
FINANCIAL STATEMENT - UNAUDITED
AS OF: AUGUST 31ST, 2012

001-GENERAL FUND
REVENUES

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET

CHARGES FOR GOVERNMENTAL SERVI							

000-280 RE-ZONING FEES	2,000.00	150.00	0.00	900.00	0.00	1,100.00	45.00
000-281 ARCHITECTURAL REVIEW	2,000.00	200.00	0.00	1,500.00	0.00	500.00	75.00
000-287 INSPECTION FEES UR	140,000.00	15,576.00	0.00	114,806.00	0.00	25,194.00	82.00
000-293 TELECOMMUNICATION TOWERS	18,650.00	3,150.00	0.00	12,250.00	0.00	6,400.00	65.68
000-300 ANIMAL FINES	1,000.00	200.00	0.00	3,020.50	0.00 (	2,020.50)	302.05
000-312 RENTALS TENNIS COMPLEX	24,000.00	2,500.00	0.00	26,900.00	0.00 (	2,900.00)	112.08
000-313 PARK REVENUES	325,000.00	26,330.33	0.00	292,142.69	0.00	32,857.31	89.89
000-317 COMMUNITY CENTER USE FEES	0.00	0.00	0.00	600.00	0.00 (	600.00)	0.00
000-320 AT&T COLOCATIONS	23,000.00	2,563.22	0.00	30,320.67	0.00 (	7,320.67)	131.83
000-321 VERIZON WIRELESS	37,000.00	0.00	0.00	38,059.71	0.00 (	1,059.71)	102.86
000-322 AT&T TOWNE CENTER LEASE	28,000.00	0.00	0.00	28,818.58	0.00 (	818.58)	102.92
000-323 SBA TOWERS MAIN LEASE	13,000.00	0.00	0.00	13,288.65	0.00 (	288.65)	102.22
000-325 TELPAK/CELULAR SOUTH LEASE	59,266.00	0.00	0.00	62,875.53	0.00 (	3,609.53)	106.09
000-326 AT&T WOLCOTT PARK LEASE	13,500.00	0.00	0.00	13,687.30	0.00 (	187.30)	101.39
000-328 TMOBILE LEASE	30,282.00	0.00	0.00	30,259.42	0.00	22.58	99.93
000-329 VERIZON WIRELESS LEASE	74,131.00	0.00	0.00	0.00	0.00	74,131.00	0.00
TOTAL CHARGES FOR GOVERNMENTAL SERVI	790,829.00	50,669.55	0.00	669,429.05	0.00	121,399.95	0.00
MISCELLANEOUS							

000-330 COURT FINES & FEES	1,400,000.00	140,395.31	0.00	1,493,402.06	0.00 (	93,402.06)	106.67
000-331 JAIL FEES	0.00	30.00	0.00	100.00	0.00 (	100.00)	0.00
000-332 STATE TREASURER ASSESSMTS (	490,000.00) (	115,838.50)	0.00 (	557,091.75)	0.00	67,091.75	113.69
000-333 INVESTIGATIVE FEES	0.00	100.00	0.00	8,150.00	0.00 (	8,150.00)	0.00
000-335 LIAB INS CITY PART	0.00	6,307.25	0.00	114,062.79	0.00 (	114,062.79)	0.00
000-340 INTEREST EARNED	300,000.00	9,248.37	0.00	228,366.87	0.00	71,633.13	76.12
000-342 CEMETERY FEES	10,000.00	1,600.00	0.00	20,195.00	0.00 (	10,195.00)	201.95
000-346 CONTRIBUTIONS & DONATIONS	0.00	0.00	0.00	1,400.00	0.00 (	1,400.00)	0.00
000-348 DONATIONS - RESTRICTED	0.00	0.00	0.00	20,000.00	0.00 (	20,000.00)	0.00
000-350 CLEANING ASSESSMENT	0.00	0.00	0.00	578.86	0.00 (	578.86)	0.00
000-351 MISCELLANEOUS INCOME	50,000.00	4,488.07	0.00	69,265.88	0.00 (	19,265.88)	138.53
000-354 INSURANCE PROCEEDS	0.00	35,755.58	0.00	69,243.87	0.00 (	69,243.87)	0.00
TOTAL MISCELLANEOUS	1,270,000.00	82,086.08	0.00	1,467,673.58	0.00 (	197,673.58)	0.00
CHARGES FOR UTILITY SERVICES							

TOTAL							

001-GENERAL FUND
REVENUES

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
TRANSFERS							
000-380 TRANSFERS IN	856,430.23	41,119.00	0.00	856,430.23	0.00	0.00	100.00
TOTAL TRANSFERS	856,430.23	41,119.00	0.00	856,430.23	0.00	0.00	0.00
NON-REVENUE RECEIPTS							
000-390 LAND LEASE	0.00	0.00	0.00	970.00	0.00	(970.00)	0.00
000-394 SALE OF EQUIPMENT	50,000.00	0.00	0.00	42,301.82	0.00	7,698.18	84.60
TOTAL NON-REVENUE RECEIPTS	50,000.00	0.00	0.00	43,271.82	0.00	6,728.18	0.00
*** TOTAL REVENUES ***	19,539,365.23	1,541,976.91	0.00	19,125,954.24	0.00	413,410.99	0.00

		CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
PERSONAL SERVICES								
010-420	SALARIES	389,077.62	29,700.20	0.00	357,834.65	0.00	31,242.97	91.97
010-460	STATE RETIREMENT	50,307.69	4,235.22	0.00	46,104.64	0.00	4,203.05	91.65
010-470	FICA	29,764.44	2,172.55	0.00	26,310.57	0.00	3,453.87	88.40
010-480	GROUP INSURANCE	52,145.86	4,824.74	0.00	47,416.12	0.00	4,729.74	90.93
010-481	ADM. FEE, CAFETERIA PLAN	211.20	39.00	0.00	234.00	0.00 (	22.80)	110.80
010-490	UNEMPLOYMENT TAX	420.00	0.00	0.00	295.27	0.00	124.73	70.30
010-491	WORKERS COMPENSATION	937.68	78.14	0.00	859.54	0.00	78.14	91.67
TOTAL PERSONAL SERVICES		522,864.49	41,049.85	0.00	479,054.79	0.00	43,809.70	0.00
SUPPLIES								
010-500	OFFICE SUPPLIES	7,000.00	0.00	0.00	1,689.68	0.00	5,310.32	24.14
010-535	UNIFORMS	500.00	271.99	0.00	497.97	0.00	2.03	99.59
010-540	OPERATING SUPPLIES	6,865.92	0.00	0.00	1,239.40	479.50	5,147.02	25.04
TOTAL SUPPLIES		14,365.92	271.99	0.00	3,427.05	479.50	10,459.37	0.00
OTHER SERVICES AND CHARGES								
010-601	LEGAL FEES	1,000.00	105.00	0.00	105.00	0.00	895.00	10.50
010-604	PROFESSIONAL FEES - OTHER	3,000.00	0.00	0.00	476.87	0.00	2,523.13	15.90
010-635	EQUIPMENT REPAIR & MAINT	12,580.80	1,655.30	0.00	15,513.15	0.00 (	2,932.35)	123.31
010-637	MAINT OF PUBLIC BLDG	3,000.00	1,185.00	0.00	1,445.00	0.00	1,555.00	48.17
010-681	TRAINING	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
010-686	DUES & MISC	100.00	0.00	0.00	310.00	0.00 (	210.00)	310.00
TOTAL OTHER SERVICES AND CHARGES		20,680.80	2,945.30	0.00	17,850.02	0.00	2,830.78	0.00
CAPITAL OUTLAY								
010-730	CAPITAL MACHINERY & EQUIP	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
010-732	FURNITURE & FIXTURES	2,134.08	0.00	0.00	0.00	0.00	2,134.08	0.00
TOTAL CAPITAL OUTLAY		3,134.08	0.00	0.00	0.00	0.00	3,134.08	0.00
TOTAL JUDICIAL - CITY COURT		561,045.29	44,267.14	0.00	500,331.86	479.50	60,233.93	0.00

001-GENERAL FUND
MAYOR & BOARD
DEPARTMENTAL EXPENDITURES

		CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
PERSONAL SERVICES								
020-400	SALARIES - MAYOR & BOARD	118,410.60	8,457.90	0.00	97,265.85	0.00	21,144.75	82.14
020-420	SALARIES	120,876.60	8,165.05	0.00	117,542.41	0.00	3,334.19	97.24
020-460	STATE RETIREMENT	30,939.88	2,370.46	0.00	27,672.49	0.00	3,267.39	89.44
020-470	FICA	18,305.48	1,080.21	0.00	14,361.92	0.00	3,943.56	78.46
020-480	GROUP INSURANCE	46,114.02	3,819.46	0.00	40,594.36	0.00	5,519.66	88.03
020-481	ADM. FEE, CAFETERIA PLAN	190.08	52.00	0.00	315.25	0.00 (	125.17)	165.85
020-490	UNEMPLOYMENT TAX	315.00	0.00	0.00	35.12	0.00	279.88	11.15
020-491	WORKERS COMPENSATION	576.68	48.06	0.00	528.66	0.00	48.02	91.67
TOTAL PERSONAL SERVICES		335,728.34	23,993.14	0.00	298,316.06	0.00	37,412.28	0.00
SUPPLIES								
020-500	OFFICE SUPPLIES	120.00	0.00	0.00	135.60	0.00 (	15.60)	113.00
020-501	COMPUTER EXPENSE	300.00	0.00	0.00	0.00	0.00	300.00	0.00
020-525	GAS & OIL	900.00	193.93	0.00	702.16	0.00	197.84	78.02
020-540	OPERATING SUPPLIES	6,520.00	1,289.88	0.00	5,163.16	531.64	825.20	87.34
TOTAL SUPPLIES		7,840.00	1,483.81	0.00	6,000.92	531.64	1,307.44	0.00
OTHER SERVICES AND CHARGES								
020-604	PROFESSIONAL FEES OTHER	43,172.00	8,557.48	0.00	41,170.88	0.00	2,001.12	95.36
020-605	TELEPHONE	3,260.00	744.00	0.00	3,144.63	0.00	115.37	96.46
020-606	POSTAGE	600.00	0.00	0.00	301.48	0.00	298.52	50.25
020-610	TRAVEL EXPENSE	12,000.00	6,141.48	0.00	19,020.60	0.00 (	7,020.60)	158.51
020-632	VEHICLE EXPENSE	1,000.00	0.00	0.00	223.55	0.00	776.45	22.36
020-635	EQUIPMENT REPAIR & MAINT	4,098.20	488.99	0.00	4,097.00	0.00	1.20	99.97
020-681	TRAINING	12,650.00	0.00	0.00	4,907.40	0.00	7,742.60	38.79
020-686	DUES & MISC	15,665.00	0.00	0.00	15,223.09	0.00	441.91	97.18
TOTAL OTHER SERVICES AND CHARGES		92,445.20	15,931.95	0.00	88,088.63	0.00	4,356.57	0.00
CAPITAL OUTLAY								
020-730	CAPITAL MACHINERY & EQUIP	6,370.00	0.00	0.00	5,970.00	0.00	400.00	93.72
TOTAL CAPITAL OUTLAY		6,370.00	0.00	0.00	5,970.00	0.00	400.00	0.00
TOTAL MAYOR & BOARD		442,383.54	41,408.90	0.00	398,375.61	531.64	43,476.29	0.00

CURRENT	CURRENT	PRIOR YEAR	Y-T-D	Y-T-D	BUDGET	% OF
BUDGET	PERIOD	PO ADJUST.	ACTUAL	ENCUMBRANCE	BALANCE	BUDGET

030-607	ELECTION EXPENSE	30,000.00	0.00	0.00	29,483.21	0.00	516.79	98.28
	TOTAL OTHER SERVICES AND CHARGES	30,000.00	0.00	0.00	29,483.21	0.00	516.79	0.00
	TOTAL ELECTION	30,000.00	0.00	0.00	29,483.21	0.00	516.79	0.00

C I T Y O F R I D G E L A N D
 FINANCIAL STATEMENT - UNAUDITED
 AS OF: AUGUST 31ST, 2012

001-GENERAL FUND
 FINANCIAL ADMINISTRATION
 DEPARTMENTAL EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET

PERSONAL SERVICES							

040-420 SALARIES	537,155.35	38,874.65	0.00	489,324.42	0.00	47,830.93	91.10
040-440 OVERTIME	0.00	0.00	0.00	32.86	0.00 (	32.86)	0.00
040-460 STATE RETIREMENT	68,358.28	5,470.44	0.00	62,570.72	0.00	5,787.56	91.53
040-470 FICA	43,402.24	2,716.47	0.00	34,486.07	0.00	8,916.17	79.46
040-480 GROUP INSURANCE	53,119.54	4,488.30	0.00	46,079.64	0.00	7,039.90	86.75
040-481 ADM. FEE, CAFETERIA PLAN	211.20	58.50	0.00	357.50	0.00 (	146.30)	169.27
040-490 UNEMPLOYMENT TAX	350.00	0.00	0.00	339.80	0.00	10.20	97.09
040-491 WORKERS COMPENSATION	1,367.31	113.94	0.00	1,253.34	0.00	113.97	91.66
TOTAL PERSONAL SERVICES	703,963.92	51,722.30	0.00	634,444.35	0.00	69,519.57	0.00
SUPPLIES							

040-500 OFFICE SUPPLIES	4,000.00	413.33	0.00	2,309.57	24.50	1,665.93	58.35
040-501 COMPUTER EXPENSE	2,000.00	0.00	0.00	228.30	0.00	1,771.70	11.42
040-540 OPERATING SUPPLIES	9,350.00	57.40	0.00	9,027.72	211.78	110.50	98.82
TOTAL SUPPLIES	15,350.00	470.73	0.00	11,565.59	236.28	3,548.13	0.00
OTHER SERVICES AND CHARGES							

040-601 LEGAL FEES	4,500.00	1,500.00	0.00	1,500.00	0.00	3,000.00	33.33
040-602 AUDIT & ACCOUNTING	28,000.00	0.00	0.00	25,900.00	0.00	2,100.00	92.50
040-604 PROFESSIONAL FEES OTHER	400.00	4,516.47	0.00	4,724.21	0.00 (	4,324.21)	181.05
040-605 TELEPHONE	4,950.00	305.47	0.00	3,469.80	0.00	1,480.20	70.10
040-606 POSTAGE	3,800.00	322.50	0.00	3,410.09	0.00	389.91	89.74
040-610 TRAVEL EXPENSE	4,050.00	399.88	0.00	399.88	0.00	3,650.12	9.87
040-615 ADVERTISING	1,500.00	540.00	0.00	1,265.36	0.00	234.64	84.36
040-620 PRINTING & BINDING	5,000.00	0.00	0.00	4,815.00	0.00	185.00	96.30
040-635 EQUIPMENT REPAIR & MAINT	35,832.00	1,464.24	0.00	35,272.03	0.00	559.97	98.44
040-681 TRAINING	6,500.00	0.00	0.00	2,224.40	0.00	4,275.60	34.22
040-686 DUES & MISC	2,260.00	75.00	0.00	1,841.35	0.00	418.65	81.48
TOTAL OTHER SERVICES AND CHARGES	96,792.00	9,123.56	0.00	84,822.12	0.00	11,969.88	0.00

001-GENERAL FUND

MIS

DEPARTMENTAL EXPENDITURES

		CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
SUPPLIES								
042-500	OFFICE SUPPLIES	200.00	0.00	0.00	24.89	0.00	175.11	12.45
042-501	COMPUTER EXPENSE	5,000.00	0.00	0.00	4,049.45	225.75	724.80	85.50
042-525	GAS & OIL	400.00	49.29	0.00	278.17	0.00	121.83	69.54
042-540	OPERATING SUPPLIES	500.00	0.00	0.00	398.54	0.00	101.46	79.71
TOTAL SUPPLIES		6,100.00	49.29	0.00	4,751.05	225.75	1,123.20	0.00
OTHER SERVICES AND CHARGES								
042-604	PROFESSIONAL FEES - OTHER	10,470.00	51.48	0.00	10,907.11	0.00 (	437.11)	104.17
042-605	TELEPHONE	2,000.00	207.48	0.00	1,487.25	0.00	512.75	74.36
042-610	TRAVEL EXPENSE	2,000.00	0.00	0.00	2,775.61	0.00 (	775.61)	138.78
042-632	VEHICLE EXPENSE	2,342.00	0.00	0.00	1,787.37	0.00	554.63	76.32
042-635	EQUIPMENT REPAIR & MAINT	16,695.80	1,720.44	0.00	14,076.20	0.00	2,619.60	84.31
042-681	TRAINING	3,000.00	650.00	0.00	3,589.00	0.00 (	589.00)	119.63
042-686	DUES & MISC	350.00	0.00	0.00	278.90	0.00	71.10	79.69
TOTAL OTHER SERVICES AND CHARGES		36,857.80	2,629.40	0.00	34,901.44	0.00	1,956.36	0.00
CAPITAL OUTLAY								
042-730	CAPITAL MACHINERY & EQUIP	43,373.00	0.00	0.00	43,109.43	0.00	263.57	99.39
TOTAL CAPITAL OUTLAY		43,373.00	0.00	0.00	43,109.43	0.00	263.57	0.00
TOTAL MIS		86,330.80	2,678.69	0.00	82,761.92	225.75	3,343.13	0.00

CURRENT	CURRENT	PRIOR YEAR	Y-T-D	Y-T-D	BUDGET	% OF
BUDGET	PERIOD	PO ADJUST.	ACTUAL	ENCUMBRANCE	BALANCE	BUDGET

060-601	LEGAL FEES	30,000.00	4,311.28	0.00	37,938.48	0.00 (	7,938.48)	126.46
	TOTAL OTHER SERVICES AND CHARGES	30,000.00	4,311.28	0.00	37,938.48	0.00 (	7,938.48)	0.00
	TOTAL LEGAL	30,000.00	4,311.28	0.00	37,938.48	0.00 (	7,938.48)	0.00

CURRENT	CURRENT	PRIOR YEAR	Y-T-D	Y-T-D	BUDGET	% OF
BUDGET	PERIOD	PO ADJUST.	ACTUAL	ENCUMBRANCE	BALANCE	BUDGET

TOTAL HUMAN RESOURCES	27,302.80	15,033.03	0.00	18,538.95	0.00	8,763.85	0.00
-----------------------	-----------	-----------	------	-----------	------	----------	------

		CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
PERSONAL SERVICES								
092-420	SALARIES	68,369.60	5,259.20	0.00	63,047.87	0.00	5,321.73	92.22
092-460	STATE RETIREMENT	8,840.19	749.96	0.00	8,120.80	0.00	719.39	91.86
092-470	FICA	5,230.28	379.94	0.00	4,576.86	0.00	653.42	87.51
092-480	GROUP INSURANCE	10,448.74	968.22	0.00	9,675.52	0.00	773.22	92.60
092-481	ADM. FEE, CAFETERIA PLAN	42.24	13.00	0.00	78.00	0.00 (	35.76)	184.66
092-490	UNEMPLOYMENT TAX	70.00	0.00	0.00	72.76	0.00 (	2.76)	103.94
092-491	WORKERS COMPENSATION	2,082.70	173.56	0.00	1,909.16	0.00	173.54	91.67
TOTAL PERSONAL SERVICES		95,083.75	7,543.88	0.00	87,480.97	0.00	7,602.78	0.00
SUPPLIES								
092-510	JANITORIAL SUPPLIES	3,900.00	9.61	0.00	2,974.25	168.56	757.19	80.58
092-525	GAS & OIL	2,500.00	343.00	0.00	2,192.73	0.00	307.27	87.71
092-535	UNIFORMS	1,284.00	0.00	0.00	1,313.82	0.00 (	29.82)	102.32
092-540	OPERATING SUPPLIES	500.00	0.00	0.00	247.00	0.00	253.00	49.40
TOTAL SUPPLIES		8,184.00	352.61	0.00	6,727.80	168.56	1,287.64	0.00
OTHER SERVICES AND CHARGES								
092-605	TELEPHONE	670.00	83.57	0.00	449.00	0.00	221.00	67.01
092-625	INSURANCE	383,600.00	26,793.55	0.00	308,876.30	0.00	74,723.70	80.52
092-630	UTILITIES	28,800.00	2,055.47	0.00	19,292.53	0.00	9,507.47	66.99
092-632	VEHICLE EXPENSE	1,450.00	435.44	0.00	670.79	0.00	779.21	46.26
092-635	EQUIPMENT REPAIR & MAINT	500.00	0.00	0.00	0.00	0.00	500.00	0.00
092-637	MAINT. OF PUBLIC BLDG.	15,450.00	1,972.70	0.00	17,029.18	0.00 (	1,579.18)	110.22
092-660	LAND LEASE	29,700.00	0.00	0.00	7,079.19	0.00	22,620.81	23.84
TOTAL OTHER SERVICES AND CHARGES		460,170.00	31,340.73	0.00	353,396.99	0.00	106,773.01	0.00
CAPITAL OUTLAY								
092-730	CAPITAL MACHINERY & EQUIP	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
TOTAL CAPITAL OUTLAY		1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
TOTAL GENERAL GVT BLDG & PLANT		564,437.75	39,237.22	0.00	447,605.76	168.56	116,663.43	0.00

001-GENERAL FUND
ENGINEERING
DEPARTMENTAL EXPENDITURES

CURRENT	CURRENT	PRIOR YEAR	Y-T-D	Y-T-D	BUDGET	% OF
BUDGET	PERIOD	PO ADJUST.	ACTUAL	ENCUMBRANCE	BALANCE	BUDGET

OTHER SERVICES AND CHARGES

094-600	ENGINEERING	6,000.00	138.03	0.00	867.98	0.00	5,132.02	14.47
	TOTAL OTHER SERVICES AND CHARGES	6,000.00	138.03	0.00	867.98	0.00	5,132.02	0.00
	TOTAL ENGINEERING	6,000.00	138.03	0.00	867.98	0.00	5,132.02	0.00

C I T Y O F R I D G E L A N D
FINANCIAL STATEMENT - UNAUDITED
AS OF: AUGUST 31ST, 2012

001-GENERAL FUND
POLICE DEPARTMENT
DEPARTMENTAL EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET

PERSONAL SERVICES							

100-420 SALARIES	3,398,454.40	249,311.45	0.00	3,073,819.12	0.00	324,635.28	90.45
100-440 OVERTIME	170,000.00	11,449.07	0.00	136,033.96	0.00	33,966.04	80.02
100-460 STATE RETIREMENT	459,308.62	36,856.69	0.00	407,651.47	0.00	51,657.15	88.75
100-470 FICA	271,748.72	18,833.91	0.00	233,728.91	0.00	38,019.81	86.01
100-480 GROUP INSURANCE	450,805.29	40,008.11	0.00	396,198.29	0.00	54,607.00	87.89
100-481 ADM. FEE, CAFETERIA PLAN	1,837.44	312.00	0.00	1,875.25	0.00 (	37.81)	102.06
100-490 UNEMPLOYMENT TAX	3,290.00	0.00	0.00	3,153.37	0.00	136.63	95.85
100-491 WORKERS COMPENSATION	66,436.05	6,581.57	0.00	72,397.27	0.00 (	5,961.22)	108.97
TOTAL PERSONAL SERVICES	4,821,880.52	363,352.80	0.00	4,324,857.64	0.00	497,022.88	0.00
SUPPLIES							

100-500 OFFICE SUPPLIES	6,000.00	0.00	0.00	5,618.53	0.00	381.47	93.64
100-501 COMPUTER EXPENSE	4,000.00	0.00	0.00	767.30	0.00	3,232.70	19.18
100-510 JANITORIAL SUPPLIES	8,000.00	1,441.84	0.00	6,643.15	0.00	1,356.85	83.04
100-525 GAS & OIL	220,000.00	35,760.31	0.00	237,782.26	398.30 (	18,180.56)	108.26
100-535 UNIFORMS	28,844.00	313.98	0.00	28,696.51	89.98	57.51	99.80
100-540 OPERATING SUPPLIES	70,000.00	2,108.43	0.00	49,413.80	2,750.62	17,835.58	74.52
TOTAL SUPPLIES	336,844.00	39,624.56	0.00	328,921.55	3,238.90	4,683.55	0.00
OTHER SERVICES AND CHARGES							

100-601 LEGAL FEES	6,000.00	1,287.60	0.00	7,576.35	0.00 (	1,576.35)	126.27
100-604 PROFESSIONAL FEES OTHER	100,000.00	10,103.63	0.00	115,085.26	2,905.06 (	17,990.32)	117.99
100-605 TELEPHONE	67,000.00	7,531.63	0.00	46,644.81	0.00	20,355.19	69.62
100-610 TRAVEL EXPENSE	14,000.00	416.97	0.00	20,824.05	0.00 (	6,824.05)	148.74
100-630 UTILITIES	70,000.00	6,474.18	0.00	52,125.60	0.00	17,874.40	74.47
100-632 VEHICLE EXPENSE	108,488.29	3,518.46	0.00	108,016.08	948.02 (	475.81)	100.44
100-635 EQUIPMENT REPAIR & MAINT	189,804.80	10,430.85	0.00	124,492.78	850.02	64,462.00	66.04
100-637 MAINT. OF PUBLIC BLDG.	57,000.00	5,110.00	0.00	46,307.79	0.00	10,692.21	81.24
100-638 EQUIPMENT LEASE	8,200.00	1,800.00	0.00	5,400.00	0.00	2,800.00	65.85
100-650 PROMOTIONS	3,000.00	0.00	0.00	1,098.01	0.00	1,901.99	36.60
100-681 TRAINING	42,000.00	0.00	0.00	31,370.27	280.00	10,349.73	75.36
100-682 GARBAGE PICKUP CITY DUMPSTE	1,500.00	182.30	0.00	1,198.21	0.00	301.79	79.88
100-686 DUES & MISC	2,000.00	0.00	0.00	378.00	0.00	1,622.00	18.90
100-687 JAIL FEES	57,000.00	5,236.33	0.00	27,528.15	3,947.05	25,524.80	55.22
100-692 CRIME PREVENTION	1,000.00	0.00	0.00	90.00	0.00	910.00	9.00
TOTAL OTHER SERVICES AND CHARGES	726,993.09	52,091.95	0.00	588,135.36	8,930.15	129,927.58	0.00

001-GENERAL FUND
POLICE DEPARTMENT
DEPARTMENTAL EXPENDITURES

		CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
CAPITAL OUTLAY								
100-730	CAPITAL MACHINERY & EQUIP	316,639.35	67,321.00	0.00	274,975.90	41,187.00	476.45	99.85
100-740	CAPITAL VEHICLES	221,954.64	0.00	0.00	213,675.00	0.00	8,279.64	96.27
	TOTAL CAPITAL OUTLAY	538,593.99	67,321.00	0.00	488,650.90	41,187.00	8,756.09	0.00
TOTAL POLICE DEPARTMENT		6,424,311.60	522,390.31	0.00	5,730,565.45	53,356.05	640,390.10	0.00

C I T Y O F R I D G E L A N D
FINANCIAL STATEMENT - UNAUDITED
AS OF: AUGUST 31ST, 2012

001-GENERAL FUND
FIRE DEPARTMENT
DEPARTMENTAL EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET

PERSONAL SERVICES							

160-420 SALARIES	2,470,236.44	178,483.81	0.00	2,181,303.17	0.00	288,933.27	88.30
160-440 OVERTIME	106,000.00	6,682.82	0.00	91,564.54	0.00	14,435.46	86.38
160-460 STATE RETIREMENT	332,937.47	26,404.81	0.00	292,699.86	0.00	40,237.61	87.91
160-470 FICA	196,981.57	13,455.49	0.00	166,115.52	0.00	30,866.05	84.33
160-480 GROUP INSURANCE	325,369.32	28,742.50	0.00	291,508.87	0.00	33,860.45	89.59
160-481 ADM. FEE, CAFETERIA PLAN	1,246.08	253.50	0.00	1,456.00	0.00 (	209.92)	116.85
160-490 UNEMPLOYMENT TAX	2,240.00	0.00	0.00	2,241.43	0.00 (	1.43)	100.06
160-491 WORKERS COMPENSATION	80,258.88	6,707.83	0.00	73,786.13	0.00	6,472.75	91.94
TOTAL PERSONAL SERVICES	3,515,269.76	260,730.76	0.00	3,100,675.52	0.00	414,594.24	0.00
SUPPLIES							

160-500 OFFICE SUPPLIES	2,500.00	383.77	0.00	1,798.80	182.26	518.94	79.24
160-501 COMPUTER EXPENSE	2,500.00	0.00	0.00	923.87	0.00	1,576.13	36.95
160-510 JANITORIAL SUPPLIES	8,000.00	277.20	0.00	7,677.74	0.00	322.26	95.97
160-525 GAS & OIL	30,000.36	3,533.59	0.00	30,274.45	0.00 (	274.09)	100.91
160-535 UNIFORMS	16,000.34	205.74	0.00	10,426.98	3,563.70	2,009.66	87.44
160-536 PROTECTIVE EQUIPMENT	25,070.00	12,073.92	0.00	24,981.36	0.00	88.64	99.65
160-540 OPERATING SUPPLIES	37,000.00	550.98	0.00	27,518.44	3,137.83	6,343.73	82.85
160-550 EMSG (EMERGENCY MEDICAL)	3,000.00	0.00	0.00	985.23	0.00	2,014.77	32.84
TOTAL SUPPLIES	124,070.70	17,025.20	0.00	104,586.87	6,883.79	12,600.04	0.00
OTHER SERVICES AND CHARGES							

160-604 PROFESSIONAL FEES OTHER	23,150.00	960.55	0.00	20,560.55	0.00	2,589.45	88.81
160-605 TELEPHONE	17,184.00	1,074.24	0.00	10,399.39	0.00	6,784.61	60.52
160-609 SA TAX FIRE #4 PROPERTY	1,000.00	0.00	0.00	925.33	0.00	74.67	92.53
160-610 TRAVEL EXPENSE	1,779.40	434.30	0.00	2,335.01	0.00 (	555.61)	131.22
160-630 UTILITIES	41,000.04	3,550.44	0.00	31,229.77	0.00	9,770.27	76.17
160-632 VEHICLE EXPENSE	41,700.00	3,126.48	0.00	40,233.42	907.75	558.83	98.66
160-635 EQUIPMENT REPAIR & MAINT	71,423.83	2,985.08	0.00	63,979.42	47.00	7,397.41	89.64
160-637 MAINT. OF PUBLIC BLDG.	45,464.20	5,687.96	0.00	41,172.44	0.00	4,291.76	90.56
160-650 PROMOTIONS	5,000.00	0.00	0.00	4,491.72	0.00	508.28	89.83
160-681 TRAINING	15,300.00	2,132.10	0.00	9,216.88	295.00	5,788.12	62.17
160-686 DUES & MISC.	2,136.00	478.00	0.00	1,800.00	0.00	336.00	84.27
160-692 FIRE PREVENTION	4,000.00	1,550.31	0.00	3,869.23	0.00	130.77	96.73
TOTAL OTHER SERVICES AND CHARGES	269,137.47	21,979.46	0.00	230,213.16	1,249.75	37,674.56	0.00

001-GENERAL FUND
FIRE DEPARTMENT
DEPARTMENTAL EXPENDITURES

		CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
CAPITAL OUTLAY								
160-730	CAPITAL MACHINERY & EQUIP	22,360.45	1,667.89	0.00	13,093.45	8,957.00	310.00	98.61
TOTAL CAPITAL OUTLAY		22,360.45	1,667.89	0.00	13,093.45	8,957.00	310.00	0.00
TOTAL FIRE DEPARTMENT		3,930,838.38	301,403.31	0.00	3,448,569.00	17,090.54	465,178.84	0.00

C I T Y O F R I D G E L A N D
FINANCIAL STATEMENT - UNAUDITED
AS OF: AUGUST 31ST, 2012

001-GENERAL FUND
COMMUNITY DEVELOPMENT
DEPARTMENTAL EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET

PERSONAL SERVICES							

180-420 SALARIES	506,438.60	38,841.61	0.00	464,981.38	0.00	41,457.22	91.81
180-460 STATE RETIREMENT	65,482.51	5,538.80	0.00	59,883.10	0.00	5,599.41	91.45
180-470 FICA	38,742.55	2,721.02	0.00	33,053.39	0.00	5,689.16	85.32
180-480 GROUP INSURANCE	58,061.05	5,414.60	0.00	52,882.80	0.00	5,178.25	91.08
180-481 ADM. FEE, CAFETERIA PLAN	232.32	52.00	0.00	338.00	0.00 (	105.68)	145.49
180-490 UNEMPLOYMENT TAX	385.00	0.00	0.00	364.76	0.00	20.24	94.74
180-491 WORKERS COMPENSATION	18,862.85	596.89	0.00	6,565.79	0.00	12,297.06	34.81
TOTAL PERSONAL SERVICES	688,204.88	53,164.92	0.00	618,069.22	0.00	70,135.66	0.00
SUPPLIES							

180-500 OFFICE SUPPLIES	2,000.00	0.00	0.00	1,964.45	0.00	35.55	98.22
180-501 COMPUTER EXPENSE	2,000.00	0.00	0.00	74.13	0.00	1,925.87	3.71
180-525 GAS & OIL	8,500.00	1,386.02	0.00	9,300.15	0.00 (	800.15)	109.41
180-535 UNIFORMS	2,400.00	0.00	0.00	1,002.49	0.00	1,397.51	41.77
180-540 OPERATING SUPPLIES	18,000.00	4,200.03	0.00	11,378.79	669.66	5,951.55	66.94
TOTAL SUPPLIES	32,900.00	5,586.05	0.00	23,720.01	669.66	8,510.33	0.00
OTHER SERVICES AND CHARGES							

180-601 LEGAL FEES	75,000.00	14,059.55	0.00	78,895.06	0.00 (	3,895.06)	105.19
180-604 PROFESSIONAL FEES - OTHER	1,308.88	156.48	0.00	898.75	0.00	410.13	68.67
180-605 TELEPHONE	6,800.00	867.71	0.00	6,112.17	0.00	687.83	89.88
180-610 TRAVEL EXPENSE	7,900.00	1,087.00	0.00	2,760.91	0.00	5,139.09	34.95
180-611 MEETING FEES	10,000.00	1,100.00	0.00	6,450.00	0.00	3,550.00	64.50
180-615 ADVERTISING	4,000.00	968.16	0.00	1,404.34	0.00	2,595.66	35.11
180-632 VEHICLE EXPENSE	4,000.00	0.00	0.00	1,718.17	205.09	2,076.74	48.08
180-635 EQUIPMENT REPAIR & MAINT	25,698.46	1,432.47	0.00	25,712.66	0.00 (	14.20)	100.06
180-650 PROMOTIONS	3,000.00	0.00	0.00	597.75	0.00	2,402.25	19.93
180-681 TRAINING	7,350.00	0.00	0.00	1,360.00	0.00	5,990.00	18.50
180-686 DUES & MISC	5,410.00	405.50	0.00	1,817.50	0.00	3,592.50	33.60
TOTAL OTHER SERVICES AND CHARGES	150,467.34	20,076.87	0.00	127,727.31	205.09	22,534.94	0.00

001-GENERAL FUND
COMMUNITY DEVELOPMENT
DEPARTMENTAL EXPENDITURES

		CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
CAPITAL OUTLAY								
180-730	CAPITAL MACHINERY & EQUIP	7,684.64	0.00	0.00	6,134.00	1,517.00	33.64	99.56
TOTAL CAPITAL OUTLAY		7,684.64	0.00	0.00	6,134.00	1,517.00	33.64	0.00
TOTAL COMMUNITY DEVELOPMENT		879,256.86	78,827.84	0.00	775,650.54	2,391.75	101,214.57	0.00

CURRENT	CURRENT	PRIOR YEAR	Y-T-D	Y-T-D	BUDGET	% OF
BUDGET	PERIOD	PO ADJUST.	ACTUAL	ENCUMBRANCE	BALANCE	BUDGET

TOTAL

C I T Y O F R I D G E L A N D
FINANCIAL STATEMENT - UNAUDITED
AS OF: AUGUST 31ST, 2012

001-GENERAL FUND
STREET DEPARTMENT
DEPARTMENTAL EXPENDITURES

		CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET

PERSONAL SERVICES								

201-420	SALARIES	1,173,434.69	72,296.47	0.00	1,067,707.39	0.00	105,727.30	90.99
201-440	OVERTIME	25,000.00	3,008.34	0.00	13,929.67	0.00	11,070.33	55.72
201-460	STATE RETIREMENT	155,661.85	10,654.69	0.00	138,945.68	0.00	16,716.17	89.26
201-470	FICA	91,680.30	5,592.30	0.00	80,763.92	0.00	10,916.38	88.09
201-480	GROUP INSURANCE	172,336.95	13,923.87	0.00	152,128.60	0.00	20,208.35	88.27
201-481	ADM. FEE, CAFETERIA PLAN	696.96	91.00	0.00	578.50	0.00	118.46	83.00
201-490	UNEMPLOYMENT TAX	1,050.00	0.00	0.00	1,156.01	0.00 (	106.01)	110.10
201-491	WORKERS COMPENSATION	32,619.35	2,737.57	0.00	30,113.27	0.00	2,506.08	92.32
	TOTAL PERSONAL SERVICES	1,652,480.10	108,304.24	0.00	1,485,323.04	0.00	167,157.06	0.00
SUPPLIES								

201-500	OFFICE SUPPLIES	2,000.00	133.50	0.00	347.74	0.00	1,652.26	17.39
201-510	JANITORIAL SUPPLIES	3,000.00	0.00	0.00	2,185.70	0.00	814.30	72.86
201-525	GAS & OIL	90,000.00	13,646.18	0.00	78,152.61	0.00	11,847.39	86.84
201-535	UNIFORMS	20,000.00	3,170.64	0.00	18,706.65	0.00	1,293.35	93.53
201-540	OPERATING SUPPLIES	100,000.00	3,511.25	0.00	92,668.53	2,624.23	4,707.24	95.29
201-575	STREET MATERIALS	262,000.00	35,048.27	0.00	249,677.83	18,229.47 (	5,907.30)	102.25
201-576	STREET MAINTENANCE	250,000.00	0.00	0.00	225,941.28	0.00	24,058.72	90.38
201-577	TRAFFIC CALMING	5,000.00	0.00	0.00	5,382.00	0.00 (	382.00)	107.64
201-578	MULTI USE TRAIL MAINT	10,000.00	0.00	0.00	0.00	0.00	10,000.00	0.00
	TOTAL SUPPLIES	742,000.00	55,509.84	0.00	673,062.34	20,853.70	48,083.96	0.00
OTHER SERVICES AND CHARGES								

201-600	ENGINEERING	80,000.00	4,718.45	0.00	83,161.81	0.00 (	3,161.81)	103.95
201-601	LEGAL FEES	15,000.00	696.50	0.00	10,722.98	0.00	4,277.02	71.49
201-604	PROFESSIONAL FEES - OTHER	425,800.00	71,708.48	0.00	359,432.51	2,630.00	63,737.49	85.03
201-605	TELEPHONE	7,500.00	1,069.39	0.00	7,043.70	0.00	456.30	93.92
201-610	TRAVEL EXPENSE	8,900.00	468.25	0.00	1,003.11	0.00	7,896.89	11.27
201-615	ADVERTISING	500.00	38.20	0.00	618.82	0.00 (	118.82)	123.76
201-630	UTILITIES	11,000.00	439.34	0.00	4,513.01	0.00	6,486.99	41.03
201-632	VEHICLE EXPENSE	25,000.00	1,373.96	0.00	29,894.70	315.07 (	5,209.77)	120.84
201-635	EQUIPMENT REPAIR & MAINT	40,316.80	1,733.32	0.00	32,622.72	652.50	7,041.58	82.53
201-637	MAINT OF PUBLIC BLDG	8,000.00	240.00	0.00	1,780.00	0.00	6,220.00	22.25
201-640	LEASE/RENTAL	0.00	2,399.70	0.00	8,398.95	0.00 (	8,398.95)	0.00
201-681	TRAINING	4,000.00	600.00	0.00	1,674.00	0.00	2,326.00	41.85
201-682	GARBAGE PICKUP CITY DUMPSTE	2,000.00	182.30	0.00	998.21	0.00	1,001.79	49.91
201-684	STREET LIGHTS	307,932.00	26,248.22	0.00	263,361.55	0.00	44,570.45	85.53
201-685	STREET SIGNS	15,000.00	0.00	0.00	11,199.95	310.56	3,489.49	76.74

CURRENT	CURRENT	PRIOR YEAR	Y-T-D	Y-T-D	BUDGET	% OF
BUDGET	PERIOD	PO ADJUST.	ACTUAL	ENCUMBRANCE	BALANCE	BUDGET

CAPITAL OUTLAY									

201-730	CAPITAL MACHINERY & EQUIP	142,075.00	0.00	0.00	98,780.90	0.00	43,294.10	69.53	
201-750	CAPITAL STREETS	296,347.00	4,753.39	0.00	216,960.85	0.00	79,386.15	73.21	
	TOTAL CAPITAL OUTLAY	438,422.00	4,753.39	0.00	315,741.75	0.00	122,680.25	0.00	

TOTAL STREET DEPARTMENT	3,835,850.90	285,595.58	0.00	3,315,818.97	24,761.83	495,270.10	0.00
-------------------------	--------------	------------	------	--------------	-----------	------------	------

C I T Y O F R I D G E L A N D
 FINANCIAL STATEMENT - UNAUDITED
 AS OF: AUGUST 31ST, 2012

001-GENERAL FUND
 HEALTH & WELFARE
 DEPARTMENTAL EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET

PERSONAL SERVICES							

TOTAL							
SUPPLIES							

250-544 MOSQUITO CONTROL	54,500.00	11,379.60	0.00	33,838.80	600.00	20,061.20	63.19
TOTAL SUPPLIES	54,500.00	11,379.60	0.00	33,838.80	600.00	20,061.20	0.00
OTHER SERVICES AND CHARGES							

TOTAL							
CAPITAL OUTLAY							

TOTAL							
TOTAL HEALTH & WELFARE	54,500.00	11,379.60	0.00	33,838.80	600.00	20,061.20	0.00
=====							

C I T Y O F R I D G E L A N D
FINANCIAL STATEMENT - UNAUDITED
AS OF: AUGUST 31ST, 2012

001-GENERAL FUND
PARKS & RECREATION
DEPARTMENTAL EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET

PERSONAL SERVICES							

340-420 SALARIES	657,980.80	53,523.41	0.00	620,555.44	0.00	37,425.36	94.31
340-440 OVERTIME	25,000.00	3,305.49	0.00	29,773.69	0.00 (	4,773.69)	119.09
340-460 STATE RETIREMENT	75,379.42	6,445.21	0.00	70,179.84	0.00	5,199.58	93.10
340-470 FICA	52,248.03	4,192.01	0.00	48,035.81	0.00	4,212.22	91.94
340-480 GROUP INSURANCE	68,439.27	6,368.46	0.00	63,983.95	0.00	4,455.32	93.49
340-481 ADM. FEE, CAFETERIA PLAN	316.80	65.00	0.00	403.00	0.00 (	86.20)	127.21
340-490 UNEMPLOYMENT TAX	1,225.00	0.00	0.00	734.44	0.00	490.56	59.95
340-491 WORKERS COMPENSATION	18,862.85	1,571.90	0.00	17,290.90	0.00	1,571.95	91.67
TOTAL PERSONAL SERVICES	899,452.17	75,471.48	0.00	850,957.07	0.00	48,495.10	0.00
SUPPLIES							

340-500 OFFICE SUPPLIES	6,000.00	619.16	0.00	1,636.65	381.79	3,981.56	33.64
340-501 COMPUTER EXPENSE	2,000.00	0.00	0.00	319.90	0.00	1,680.10	16.00
340-510 JANITORIAL SUPPLIES	12,500.00	0.00	0.00	14,038.45	0.00 (	1,538.45)	112.31
340-525 GAS & OIL	12,000.00	1,033.99	0.00	14,380.76	914.94 (	3,295.70)	127.46
340-535 UNIFORMS	1,500.00	0.00	0.00	0.00	0.00	1,500.00	0.00
340-540 OPERATING SUPPLIES	95,440.00	11,318.96	0.00	74,199.03	97.64	21,143.33	77.85
340-545 SPORTS EQUIP & UNIFORMS	12,500.00	0.00	0.00	10,488.98	564.40	1,446.62	88.43
340-575 LANDSCAPING	110,000.00	195.00	0.00	45,494.36	0.00	64,505.64	41.36
TOTAL SUPPLIES	251,940.00	13,167.11	0.00	160,558.13	1,958.77	89,423.10	0.00
OTHER SERVICES AND CHARGES							

340-601 LEGAL FEES	1,500.00	0.00	0.00	561.75	0.00	938.25	37.45
340-604 PROFESSIONAL FEES - OTHER	180,000.00	25,387.65	0.00	147,393.37	0.00	32,606.63	81.89
340-605 TELEPHONE	7,000.00	1,714.92	0.00	18,549.69	0.00 (	11,549.69)	265.00
340-610 TRAVEL EXPENSE	5,000.00	0.00	0.00	2,079.17	0.00	2,920.83	41.58
340-611 MEETING FEES	500.00	0.00	0.00	0.00	0.00	500.00	0.00
340-615 ADVERTISING	25,000.00	562.50	0.00	24,391.00	0.00	609.00	97.56
340-620 PRINTING & BINDING	8,000.00	307.72	0.00	3,715.29	0.00	4,284.71	46.44
340-630 UTILITIES	70,000.00	3,817.68	0.00	49,156.26	0.00	20,843.74	70.22
340-632 VEHICLE EXPENSE	5,000.00	559.81	0.00	6,889.64	0.00 (	1,889.64)	137.79
340-635 EQUIPMENT REPAIR & MAINT	15,580.80	1,483.35	0.00	19,182.45	727.51 (	4,329.16)	127.79
340-637 MAINT OF PUBLIC BLDG	100,000.00	9,651.00	0.00	119,388.05	600.00 (	19,988.05)	119.99
340-650 PROMOTIONS	285,000.00	0.00	0.00	305,246.48	4,842.00 (	25,088.48)	108.80
340-681 TRAINING	4,000.00	0.00	0.00	345.00	0.00	3,655.00	8.63
340-682 GARBAGE PICKUP CITY DUMPSTE	10,000.00	1,932.14	0.00	10,347.37	0.00 (	347.37)	103.47
340-686 DUES & MISC	3,000.00	0.00	0.00	3,935.80	0.00 (	935.80)	131.19
340-690 UMPIRES & SCOREKEEPERS	30,000.00	1,570.00	0.00	32,841.98	0.00 (	2,841.98)	109.47

CURRENT	CURRENT	PRIOR YEAR	Y-T-D	Y-T-D	BUDGET	% OF
BUDGET	PERIOD	PO ADJUST.	ACTUAL	ENCUMBRANCE	BALANCE	BUDGET

TOTAL PARKS & RECREATION	1,991,972.97	144,386.95	0.00	1,794,803.01	8,128.28	189,041.68	0.00
--------------------------	--------------	------------	------	--------------	----------	------------	------

001-GENERAL FUND

LIBRARIES

DEPARTMENTAL EXPENDITURES

		CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
PERSONAL SERVICES								
TOTAL								
SUPPLIES								
350-510	JANITORIAL SUPPLIES	1,000.00	0.00	0.00	310.63	255.75	433.62	56.64
350-540	OPERATING SUPPLIES	1,000.00	198.20	0.00	535.94	83.42	380.64	61.94
TOTAL SUPPLIES		2,000.00	198.20	0.00	846.57	339.17	814.26	0.00
OTHER SERVICES AND CHARGES								
350-605	TELEPHONE	2,400.00	187.20	0.00	2,017.88	0.00	382.12	84.08
350-630	UTILITIES	17,400.00	1,086.90	0.00	12,118.68	0.00	5,281.32	69.65
350-635	EQUIPMENT REPAIR & MAINT	0.00	0.00	0.00	245.00	0.00	245.00	0.00
350-637	MAINT OF PUBLIC BLDGS	11,827.00	1,535.00	0.00	8,550.00	2,247.20	1,029.80	91.29
350-645	CONTRIBUTION TO COUNTY	92,500.00	46,250.00	0.00	92,500.00	0.00	0.00	100.00
350-682	GARBAGE PICKUP CITY DUMPSTE	1,404.00	233.82	0.00	1,387.73	0.00	16.27	98.84
TOTAL OTHER SERVICES AND CHARGES		125,531.00	49,292.92	0.00	116,819.29	2,247.20	6,464.51	0.00
CAPITAL OUTLAY								
350-730	CAPITAL MACHINERY & EQUIP	3,500.00	3,780.90	0.00	4,430.90	0.00	930.90	126.60
350-732	FURNITURE & FIXTURES	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
350-760	CAPITAL- OTHER	21,000.00	0.00	0.00	19,198.81	0.00	1,801.19	91.42
TOTAL CAPITAL OUTLAY		25,500.00	3,780.90	0.00	23,629.71	0.00	1,870.29	0.00
TOTAL LIBRARIES		153,031.00	53,272.02	0.00	141,295.57	2,586.37	9,149.06	0.00

CURRENT	CURRENT	PRIOR YEAR	Y-T-D	Y-T-D	BUDGET	% OF
BUDGET	PERIOD	PO ADJUST.	ACTUAL	ENCUMBRANCE	BALANCE	BUDGET

450-818	MDB LOAN PAYMENT INTEREST	4,529.63	0.00	0.00	4,529.63	0.00	0.00	100.00
450-819	MDB LOAN PAYMENT PRINCIPAL	69,579.75	0.00	0.00	69,580.00	0.00 (	0.25)	100.00
	TOTAL DEBT SERVICE	74,109.38	0.00	0.00	74,109.63	0.00 (	0.25)	0.00
	TOTAL DEBT SERVICE	74,109.38	0.00	0.00	74,109.63	0.00 (	0.25)	0.00

C I T Y O F R I D G E L A N D
 FINANCIAL STATEMENT - UNAUDITED
 AS OF: AUGUST 31ST, 2012

001-GENERAL FUND
 MISCELLANEOUS
 DEPARTMENTAL EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET

OTHER SERVICES AND CHARGES							

TOTAL							

CAPITAL OUTLAY							

550-700 LAND	5,000.00	5,045.00	0.00	5,045.00	0.00 (	45.00)	100.90
TOTAL CAPITAL OUTLAY	5,000.00	5,045.00	0.00	5,045.00	0.00 (	45.00)	0.00
TRANSFERS AND OTHER CHARGES							

550-905 TRANSFER OUT	238,471.00	0.00	0.00	304,824.22	0.00 (	66,353.22)	127.82
TOTAL TRANSFERS AND OTHER CHARGES	238,471.00	0.00	0.00	304,824.22	0.00 (	66,353.22)	0.00
TOTAL MISCELLANEOUS	243,471.00	5,045.00	0.00	309,869.22	0.00 (	66,398.22)	0.00
	=====	=====	=====	=====	=====	=====	=====
*** TOTAL EXPENDITURES ***	20,365,843.19	1,618,245.10	0.00	18,012,678.74	123,059.54	2,230,104.91	0.00
	=====	=====	=====	=====	=====	=====	=====

*** END OF REPORT ***

===== DISTRIBUTION =====									
ID	ISSUED TO	DATE	PACKET	TYPE	FEE	PENALTY	TAX	INTEREST	TOTAL
10147	GLITZ & GLAMOUR II	8/08/2012	02042	Payment	20.00-				20.00-
10149	TONYS TAMALES	8/31/2012	02063	Payment	20.00-				20.00-
10153	TEQUILAS MEXICAN GR	8/20/2012	02050	Payment	30.00-				30.00-
10156	KRILAKIS LLC	8/27/2012	02058	Payment	20.00-				20.00-
10158	JOHN PROCTOR REAL E	8/08/2012	02042	Payment	20.00-				20.00-
10159	ROOM SERVICE RENAISS	8/21/2012	02052	Payment	30.00-				30.00-
10160	BIKE CROSSING LLC,	8/24/2012	02057	Payment	250.00-				250.00-
10162	VSPORTO LLC	8/14/2012	02046	Payment	30.00-				30.00-
10378	ALLEN & HOSHAL	8/20/2012	02050	Payment	20.00-				20.00-
10402	DIAMOND LIL JEWELRY	8/03/2012	02037	Payment	20.00-				20.00-
10403	P306 POWERED BY MS	8/01/2012	02036	Payment	30.00-				30.00-
10404	SAFE HAVEN SECURITY	8/06/2012	02041	Payment	20.00-				20.00-
10405	BUDGET BLINDS/ PAND	8/07/2012	02040	Payment	20.00-				20.00-
10406	PINK BLUSH	8/08/2012	02042	Payment	20.00-				20.00-
10407	HAMILTON LAW FIRM P	8/08/2012	02042	Payment	20.00-				20.00-
10408	HELIPORT	8/14/2012	02046	Payment	20.00-	2.20-			22.20-
10409	BEAUTY STOP	8/14/2012	02046	Payment	20.00-				20.00-
10410	UNIVERSAL CELLULAR	8/15/2012	02047	Payment	20.00-				20.00-
10411	KING OF SWEETS	8/15/2012	02047	Payment	20.00-	2.40-			22.40-
10412	SOUTHERN ACCENTS	8/16/2012	02048	Payment	20.00-				20.00-
10413	OMEGA ELECTRIC LLC	8/16/2012	02048	Payment	30.00-				30.00-
10414	THROTTLE OUT HTV, L	8/16/2012	02048	Payment	20.00-				20.00-
10415	JACKSON THORNTON	8/16/2012	02048	Payment	20.00-				20.00-
10416	WILLOW SURVIVAL SCH	8/20/2012	02050	Payment	20.00-				20.00-

===== DISTRIBUTION =====									
ID	ISSUED TO	DATE	PACKET	TYPE	FEE	PENALTY	TAX	INTEREST	TOTAL
10417	REGIS SALON # 2543	8/20/2012	02050	Payment	30.00-	28.20-			58.20-
10417	REGIS SALON # 2543	8/20/2012	02050	Payment	30.00-	24.60-			54.60-
10417	REGIS SALON # 2543	8/20/2012	02050	Payment	30.00-	21.00-			51.00-
10417	REGIS SALON # 2543	8/20/2012	02050	Payment	30.00-	17.40-			47.40-
10417	REGIS SALON # 2543	8/20/2012	02050	Payment	30.00-	13.80-			43.80-
10417	REGIS SALON # 2543	8/20/2012	02050	Payment	30.00-	10.20-			40.20-
10417	REGIS SALON # 2543	8/20/2012	02050	Payment	30.00-	6.60-			36.60-
10417	REGIS SALON # 2543	8/20/2012	02050	Payment	30.00-				30.00-
10418	TWICE AS NICE	8/21/2012	02052	Payment	20.00-				20.00-
10419	BELTONE AUDIOLOGY	8/22/2012	02053	Payment	20.00-				20.00-
10420	THE KIRKLAND GROUP	8/23/2012	02054	Payment	36.00-				36.00-
10421	B'TWEEN FRIENDS, LL	8/24/2012	02057	Payment	20.00-				20.00-
10422	SEW SMOCKING CUTE	8/28/2012	02061	Payment	20.00-				20.00-
10423	TOBACCO 4 LESS MS I	8/30/2012	02062	Payment	20.00-				20.00-
14021	FRONT GATE REALTY	8/23/2012	02054	Payment	20.00-	4.20-			24.20-
5256	A1 CHECK CASHING IN	8/09/2012	02043	Payment	20.00-				20.00-
5299	AURORA CASKET COMPA	8/20/2012	02050	Payment	75.00-				75.00-
5309	HALLMARK CLEANERS	8/09/2012	02043	Payment	20.00-				20.00-
5312	DAL TILE DISTRIBUTI	8/14/2012	02046	Payment	1,520.00-				1,520.00-
5385	BERTOLET & COX	8/06/2012	02041	Payment	20.00-				20.00-
5490	BURKES BARBER SHOP	8/01/2012	02036	Payment	20.00-				20.00-
5524	GAVIN SALES	8/20/2012	02050	Payment	20.00-				20.00-
5622	CHARTER 51	8/13/2012	02045	Payment	20.00-				20.00-
5792	REGIONS BANK	8/30/2012	02062	Payment	30.00-				30.00-

===== DISTRIBUTION =====									
ID	ISSUED TO	DATE	PACKET	TYPE	FEE	PENALTY	TAX	INTEREST	TOTAL
5945	KASSEL TILE INC	8/13/2012	02044	Payment	54.00-				54.00-
5946	HOLLIS SHOEMAKER IN	8/14/2012	02046	Payment	30.00-				30.00-
5954	INTERSTATE ALL BATT	8/08/2012	02042	Payment	92.50-				92.50-
6001	BAYMEADOWS APARTMEN	8/06/2012	02041	Payment	30.00-				30.00-
6033	LAKESHORE LANDING A	8/13/2012	02045	Payment	20.00-				20.00-
6069	ASHFORD REPAIR SERV	8/21/2012	02052	Payment	20.00-	2.40-			22.40-
6080	JOES 4 X 4 & AUTO R	8/13/2012	02045	Payment	20.00-				20.00-
6105	JAZZY DANCER	8/14/2012	02046	Payment	50.00-				50.00-
6234	EXCLUSIVE FIT ALTER	8/07/2012	02040	Payment	20.00-				20.00-
6427	TERRY SERVICE AGENC	8/31/2012	02063	Payment	150.00-				150.00-
6469	G FORD ROWLAND DDS	8/01/2012	02036	Payment	30.00-				30.00-
6475	MORRIS PETROLEUM IN	8/21/2012	02052	Payment	30.00-				30.00-
6540	SEABROOK PROTECTIVE	8/17/2012	02049	Payment	25.00-				25.00-
6589	RESERVOIR ANIMAL HO	8/16/2012	02048	Payment	20.00-				20.00-
6617	WEE CARE CHILD CARE	8/03/2012	02038	Payment	75.00-				75.00-
6660	RICK GARNER DESIGNE	8/03/2012	02037	Payment	20.00-				20.00-
6941	SKEEN PLUMBING & GA	8/06/2012	02041	Payment	20.00-				20.00-
6959	ROBOT COUPE USA INC	8/17/2012	02049	Payment	80.00-				80.00-
6975	MOCO INC	8/03/2012	02038	Payment	20.00-				20.00-
7041	TECHNICAL TRAINING	8/01/2012	02036	Payment	20.00-	4.20-			24.20-
7041	TECHNICAL TRAINING	8/01/2012	02036	Payment	20.00-	4.20-			24.20-
7041	TECHNICAL TRAINING	8/01/2012	02036	Payment	20.00-	4.20-			24.20-
		8/01/2012	02036	Payment	20.00-	4.20-			24.20-
		8/01/2012	02036	Payment	20.00-	2.80-			22.80-
7060	VANS COMICS & CARDS	8/24/2012	02057	Payment	20.00-	2.40-			22.40-

[illegible]

===== DISTRIBUTION =====									
ID	ISSUED TO	DATE	PACKET	TYPE	FEE	PENALTY	TAX	INTEREST	TOTAL
8164	HOLTON IMPORT SERVI	8/08/2012	02042	Payment	30.00-				30.00-
8315	HAIRWORKS BY MYRTIS	8/01/2012	02036	Payment	20.00-	2.40-			22.40-
8334	F A RICHARD & ASSOC	8/24/2012	02057	Payment	50.40-				50.40-
8377	CAKES & CANDLES	8/21/2012	02052	Payment	20.00-				20.00-
8520	AACE CHECK ADVANCE	8/07/2012	02040	Payment	20.00-				20.00-
8533	FRONTIER STRATEGIES	8/06/2012	02041	Payment	30.00-				30.00-
8534	GRADUATE SERVICES L	8/24/2012	02057	Payment	33.00-				33.00-
8544	GRANT PLUMBING & A/	8/03/2012	02038	Payment	20.00-				20.00-
8573	CHARLES SCHWAB & CO	8/14/2012	02046	Payment	20.00-				20.00-
8574	LANGHAMS COPPER CRE	8/06/2012	02041	Payment	30.00-				30.00-
8587	C V S PHARMACY #592	8/30/2012	02062	Payment	560.00-				560.00-
8678	TOTAL LAWN & LANDSC	8/27/2012	02058	Payment	20.00-	2.20-			22.20-
8718	REGIONS BANK	8/24/2012	02057	Payment	30.00-				30.00-
8719	HOLIDAY INN EXPRESS	8/01/2012	02036	Payment	30.00-				30.00-
8727	REGIONS BANK/ LAKE	8/30/2012	02062	Payment	30.00-				30.00-
8948	ENTERPRISE RENT A C	8/09/2012	02043	Payment	2,970.00-				2,970.00-
8982	LEE SPA NAILS LLC	8/13/2012	02044	Payment	30.00-				30.00-
8985	STANDARD MEDICAL EQ	8/09/2012	02043	Payment	20.00-				20.00-
8988	CHRISTY COLEMAN REA	8/09/2012	02043	Payment	20.00-				20.00-
8995	STAFFING SOLUTIONS	8/13/2012	02045	Payment	20.00-				20.00-
9098	J & A PROPERTIES LL	8/16/2012	02048	Payment	20.00-				20.00-
9100	MISSISSIPPI LAWNS &	8/16/2012	02048	Payment	20.00-				20.00-
9116	PLAINS MARKETING L	8/24/2012	02057	Payment	20.00-	7.40-			27.40-
9116	PLAINS MARKETING L	8/24/2012	02057	Payment	20.00-	5.20-			25.20-

===== DISTRIBUTION =====									
ID	ISSUED TO	DATE	PACKET	TYPE	FEE	PENALTY	TAX	INTEREST	TOTAL
9116	PLAINS MARKETING L	8/24/2012	02057	Payment	31.00-	3.00-			34.00-
9187	WIRELESS WIZARD LLC	8/13/2012	02045	Payment	25.00-	3.00-			28.00-
9192	PROFESSIONAL BUILDI	8/03/2012	02037	Payment	30.00-	3.60-			33.60-
9225	HOME SCHOOL CENTER,	8/07/2012	02040	Payment	20.00-				20.00-
9236	TEXAS INSTRUMENTS	8/14/2012	02046	Payment	20.00-				20.00-
9253	MERCHANTS & FARMERS	8/09/2012	02043	Payment	30.00-				30.00-
9258	BATH FITTER	8/03/2012	02038	Payment	30.00-				30.00-
9470	RAISING THE BARR IN	8/09/2012	02043	Payment	30.00-				30.00-
9478	MAURICES BARBER & S	8/28/2012	02061	Payment	30.00-				30.00-
9486	CURTIS H STOUT	8/13/2012	02045	Payment	30.00-				30.00-
9525	J CREW	8/14/2012	02046	Payment	75.00-	15.75-			90.75-
9525	J CREW	8/14/2012	02046	Payment	75.00-	15.75-			90.75-
9525	J CREW	8/14/2012	02046	Payment	75.00-				75.00-
9593	SPENCERS	8/14/2012	02046	Payment	50.00-				50.00-
9595	DISCOUNT TROPHY LLC	8/03/2012	02038	Payment	20.00-	2.60-			22.60-
9629	RED AUGUST LLC	8/30/2012	02062	Payment	20.00-	2.60-			22.60-
9661	SCOTT SULLIVAN STRE	8/06/2012	02041	Payment	48.00-	6.24-			54.24-
9668	PRESTIGE REALTY AND	8/23/2012	02054	Payment	20.00-	7.60-			27.60-
9668	PRESTIGE REALTY AND	8/23/2012	02054	Payment	20.00-	5.40-			25.40-
9668	PRESTIGE REALTY AND	8/23/2012	02054	Payment	18.20-				18.20-
9669	SUBWAY (WHEATLEY ST	8/17/2012	02049	Payment	20.00-	2.20-			22.20-
9672	KLINGLER LLC	8/13/2012	02044	Payment	30.00-				30.00-
9674	VALLEY SERVICES #18	8/16/2012	02048	Payment	30.00-				30.00-
9691	EASELY AMUSED LLC	8/21/2012	02052	Payment	20.00-				20.00-

===== DISTRIBUTION =====									
ID	ISSUED TO	DATE	PACKET	TYPE	FEE	PENALTY	TAX	INTEREST	TOTAL
9698	ALPHA & OMEGA	8/06/2012	02041	Payment	20.00-				20.00-
9702	ELITE WATER AND COF	8/15/2012	02047	Payment	30.00-				30.00-
9703	ARROW INTECHRA LLC	8/14/2012	02046	Payment	72.00-				72.00-
9704	RIVERWOOD VIKING GA	8/06/2012	02041	Payment	40.00-				40.00-
9705	SUBWAY #42132 (SCH0	8/13/2012	02044	Payment	20.00-				20.00-
9706	VIKING COOKING SCH0	8/21/2012	02052	Payment	30.00-				30.00-
9792	NATHANS SALON	8/01/2012	02036	Payment	20.00-	3.00-			23.00-
9870	SWAY DANCE & FITNES	8/21/2012	02052	Payment	20.00-	2.40-			22.40-
9874	DERMATOLOGY CONSULT	8/30/2012	02062	Payment	20.00-	2.40-			22.40-
9875	HEARRON FINE GIFTS	8/16/2012	02048	Payment	40.00-	5.00-			45.00-
9877	JUS SAYIN	8/01/2012	02036	Payment	20.00-				20.00-
9906	SHANNON'S HAIR CREA	8/28/2012	02061	Payment	20.00-	2.20-			22.20-
9910	SKINNYS NUTRITION S	8/01/2012	02036	Payment	20.00-				20.00-
9915	BRADYS	8/16/2012	02048	Payment	30.00-				30.00-
9918	DESIGNER CORNER	8/16/2012	02048	Payment	20.00-	2.20-			22.20-
9919	PERFORMANCE WINDOW	8/28/2012	02061	Payment	20.00-				20.00-
9923	MAGNOLIA FAMILY DEN	8/13/2012	02044	Payment	20.00-				20.00-
9925	JENNYS FAMILY HAIR	8/08/2012	02042	Payment	30.00-				30.00-
9950	O E C JAPANESE EXPR	8/14/2012	02046	Payment	20.00-	2.40-			22.40-
9951	PAX HOSPICE	8/16/2012	02048	Payment	45.00-				45.00-
9952	STIFEL NICOLAUS & C	8/23/2012	02054	Payment	30.00-				30.00-
9953	CAROUSEL KIDS LLC	8/30/2012	02062	Payment	20.00-				20.00-
9954	STEPHENS SPORTING G	8/20/2012	02050	Payment	120.00-				120.00-
9957	LOUIS & ANNIE SALON	8/09/2012	02043	Payment	20.00-				20.00-

===== DISTRIBUTION =====									
ID	ISSUED TO	DATE	PACKET	TYPE	FEE	PENALTY	TAX	INTEREST	TOTAL
9958	MORRISON INVESTIGAT	8/28/2012	02061	Payment	20.00-	6.40-			26.40-
9958	MORRISON INVESTIGAT	8/28/2012	02061	Payment	24.16-				24.16-

===== F E E C O D E T O T A L S B Y T Y P E =====

===== DISTRIBUTION =====							
FEE CODE	TYPE	COUNT	FEE	PENALTY	TAX	INTEREST	TOTAL
27-17-009	Payment	118	2,758.20CR	208.20CR	0.00	0.00	2,966.40CR
27-17-009C	Payment	11	723.00CR	6.24CR	0.00	0.00	729.24CR
27-17-009D	Payment	1	80.00CR	0.00	0.00	0.00	80.00CR
27-17-035	Payment	1	2,970.00CR	0.00	0.00	0.00	2,970.00CR
27-17-365	Payment	39	4,060.00CR	51.70CR	0.00	0.00	4,111.70CR
27-17-415	Payment	1	100.00CR	0.00	0.00	0.00	100.00CR
O/P	Payment	3	29.56CR	0.00	0.00	0.00	29.56CR
z2717009B	Payment	1	20.00CR	4.20CR	0.00	0.00	24.20CR
zz27-17009	Payment	1	20.00CR	0.00	0.00	0.00	20.00CR

GRAND TOTAL FOR PERIOD 11,031.10CR

===== T O T A L S B Y T R A N S A C T I O N T Y P E =====

===== DISTRIBUTION =====						
TYPE	COUNT	FEE	PENALTY	TAX	INTEREST	TOTAL
Payment	172	10,760.76CR	270.34CR	0.00	0.00	11,031.10CR
TOTAL FOR PERIOD	172					11,031.10CR

SELECTION CRITERIA

REPORT OPTIONS:

LICENSE RANGE: THRU ZZZZZZZZZZ
PACKET RANGE: 0 THRU 99999
TRANSACTION RANGE: 8/01/2012 THRU 8/31/2012
LICENSE STATUS: Pending, Active, Renewed
LICENSE CODE: Include: 27-17-009 , 27-17-035 , 27-17-299 , 27-17-365 , 27-17-415 , 27-17-425 , 27-27-005 , 27-27-3
FEE CODE: All

PRINT OPTIONS:

PRINT TOTALS ONLY: NO

TRANSACTION TYPE OPTIONS:

ALL: NO
PAYMENT: YES
REFUND CHECK: NO
REVERSE PAYMENT: NO
REVERSE REFUND: NO

ADJUSTMENT OPTIONS:

ADJUSTMENT CODE: < All Adjustment Codes >

*** END OF REPORT ***

CITY OF RIDGELAND SALES TAX HISTORY

			FYE 2012						Monthly		Year-to-date	
	Actual	YTD	Budget	Actual	YTD	YTD	Over	YTD	Prior yr.	Percent Chg.	Prior yr.	Percent Chg.
	<u>2011</u>	<u>2011</u>	<u>2012</u>	<u>2012</u>	<u>Budget</u>	<u>Actual</u>	<u>(Under)</u>	<u>Percent</u>	<u>over (under)</u>	<u>from prior Yr.</u>	<u>over (under)</u>	<u>from prior Yr.</u>
October	897,919	897,919	912,308	899,020	912,308	899,020	(13,288)	-1.46%	1,101	0.12%	1,101	0.12%
November	921,354	1,819,273	924,181	915,375	1,836,490	1,814,395	(22,095)	-1.20%	(5,979)	-0.65%	(4,878)	-0.27%
December	887,520	2,706,793	872,328	900,362	2,708,818	2,714,757	5,939	0.22%	12,842	1.45%	7,964	0.29%
January	925,849	3,632,642	962,862	935,140	3,671,679	3,649,897	(21,782)	-0.59%	9,291	1.00%	17,255	0.47%
February	1,300,243	4,932,885	1,357,515	1,313,025	5,029,195	4,962,922	(66,273)	-1.32%	12,782	0.98%	30,037	0.61%
March	790,474	5,723,359	791,762	811,973	5,820,957	5,774,895	(46,062)	-0.79%	21,499	2.72%	51,536	0.90%
April	894,218	6,617,577	882,828	937,022	6,703,785	6,711,917	8,132	0.12%	42,804	4.79%	94,340	1.43%
May	976,488	7,594,065	947,993	1,053,899	7,651,778	7,765,816	114,038	1.49%	77,411	7.93%	171,751	2.26%
June	941,961	8,536,026	918,917	935,200	8,570,694	8,701,015	130,321	1.52%	(6,761)	-0.72%	164,989	1.93%
July	958,041	9,494,067	925,668	939,930	9,496,362	9,640,946	144,584	1.52%	(18,111)	-1.89%	146,879	1.55%
August	945,981	10,440,048	969,830	983,515	10,466,192	10,624,461	158,268	1.51%	37,534	3.97%	184,413	1.77%
September	903,697	11,343,745	909,240	924,091	11,375,432	11,548,551	173,119	1.52%	20,394	2.26%	204,806	1.81%
Totals	11,343,745		11,375,432		11,375,432	11,548,551						

