

AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-seventh day of November in the year Two Thousand Twelve

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

City of Jonesboro
515 W. Washington Ave.
Jonesboro, Arkansas 72401

and the Contractor:

(Name, legal status, address and other information)

Olympus Construction Inc.
2506 West Washington
Jonesboro, AR 72401
Telephone Number: 870-932-6670

for the following Project:

(Name, location and detailed description)

Renovations of the Mercantile Center
300 South Church Street
City of Jonesboro
Jonesboro, Arkansas

The Architect:

(Name, legal status, address and other information)

Brackett Krennerich & Associates P.A.
100 E. Huntington Ave., Suite D
Jonesboro, AR 72401
Telephone Number: 870-932-0571
Fax Number: 870-932-0975

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

AIA Document A201[™]–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

(1232304177)

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Paragraph deleted)

The commencement date will be the date of the "Notice to Proceed".

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work as follows:

- 1. Phase 1: All work required under the contract for the basement, first floor, and fourth floor of the main building to be completed by May 1, 2013.
- 2. Phase 2: All work required under the contract for the Council Chambers Building to be completed by August 1, 1013.

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3. Phase 3: All work required under the contract for third floor of the main building to be completed by November 1, 2013.

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Paragraph deleted)

If the contractor shall fail to complete the work within the contract time, of extension of time granted by the owner, then the contractor will pay to the owner the amount of Two Hundred Dollars (\$200.00) for liquated damages for each calendar day that the contractor shall be in default after the time stipulated in the contract documents for each phase of the work.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Two Million Five Hundred Ninety-four Thousand Dollars and Zero Cents (\$ 2,594,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

§ 4.3 Unit prices, if any: Not Applicable

§ 4.4 Allowances included in the Contract Sum, if any: Not Applicable

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Tenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above,

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payment shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5.00 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Zero percent (0.00 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(Paragraph deleted)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

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Provided final certificate of payment is accompanied with all the closeout and final documents as required by the specifications.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- ☒ Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

§ 8.3 The Owner’s representative:
(Name, address and other information)

Harold Perrin

City of Jonesboro
515 West Washington Ave.
Jonesboro, AR 72401
Phone: 870- 932-1052
Email: hperrin@jonesboro.org

§ 8.4 The Contractor's representative:
(Name, address and other information)

Tony Pardew
Olympus Construction, Inc.
2506 West Washington Avenue
Jonesboro, AR 702401
870-932-6670
Email Address: tony@olympusgc.com

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Are those contained in the project manual dated October 26, 2012 bearing the architect's commission number 12612.

§ 9.1.4 The Specifications:

Entitled "Mercantile Center Renovations, Jonesboro City Hall, City of Jonesboro, Jonesboro, Arkansas", and bearing the architect's commission number 12612.

See Attached Exhibit "A"

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User Notes:

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§ 9.1.5 The Drawings:

Entitled
"Mercantile Center Renovations, Jonesboro City Hall, City of Jonesboro, Jonesboro, Arkansas", and bearing the architect's commission number 12612.

See Attached Exhibit "B"

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum #1	November 9, 2012	Four (4)
Addendum #2	November 16, 2012	Four (4)

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

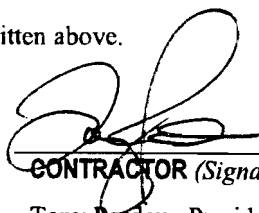
- .1 AIA Document A201-2007, General Conditions of the Contract for Construction
- .2 Other documents, if any, listed below:
 - 1. Exhibit "A" – Enumeration of the Contract Documents – Specifications
 - 2. Exhibit "B" – Enumeration of the Contract Documents – Drawings
 - 3. Advertisement for Bids
 - 4. Contractor's Bid and Bid Bond
 - 5. Certified Bid Tabulation
 - 6. Certificate(s) of Insurance
 - 7. Payment and Performance Bonds (filed/recorded in Craighead County)
 - 8. Statement of Intent to Pay Prevailing Wages
 - 9. Contractor's Affidavit of Payment of Debts and Claims (required at close-out)
 - 10. Contractor's Release of Liens (required at close-out)
 - 11. Consent of Surety to Final Payment (required at close-out)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(Paragraph deleted)

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



CONTRACTOR (Signature)

Tony Pardew, President
Olympus Construction, Inc.
(Printed name and title)

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SECTION 00 0110

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END OF SECTION

Exhibit "A"

MERCANTILE CENTER RENOVATIONS
JONESBORO CITY HALL
CITY OF JONESBORO
JONESBORO, ARKANSAS
COMMISSION NO. 12612
PETTIT & PETTIT JOB NO. 12-045

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23 0593 Testing, Adjusting and Balancing for Heating, Ventilating and Air Conditioning
23 0713 Duct Insulation for Heating, Ventilating and Air Conditioning
23 0719 HVAC Piping Insulation
23 0913 Variable Frequency Drives
23 0923 Direct Digital Control System for HVAC
23 2113 Hydronic Piping
23 2114 Hydronic Specialties
23 2500 HVAC Water Treatment
23 3100 HVAC Ducts and Casings
23 3300 Air Duct Accessories
23 3600 Air Terminal Units
23 3700 Air Inlets and Outlets
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Exhibit "A"

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Exhibit "A"

MERCANTILE CENTER RENOVATIONS
JONESBORO CITY HALL
CITY OF JONESBORO
JONESBORO, ARKANSAS

COMMISSION NO. 12612
PETTIT & PETTIT JOB NO. 12-045

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26 0548	Vibration and Seismic Controls for Electrical Systems
26 0553	Identification for Electrical Systems
26 2213	Low-Voltage Transformers
26 2600	Low-Voltage Electrical Distribution
26 2416	Panelboards
26 2726	Wiring Devices
26 2816	Enclosed Switches and Circuit Breakers
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SECTION 00 0115

LIST OF DRAWINGS SHEETS

THE FOLLOWING DRAWINGS DATED OCTOBER 26, 2012 BEARING THE ARCHITECT'S COMMISSION NUMBER 12612 WITH THESE SPECIFICATIONS FORM THE CONTRACT DOCUMENTS

ARCHITECTURAL

A001.....LIFE SAFETY PLANS
A002.....DOOR SCHEDULE, VISUAL DOOR TYPES, HOLLOW METAL FRAME
SCHEDULE, ALUMINUM FRAME SCHEDULE
A003.....HOLLOW METAL FRAME DETAILS AND ALUMINUM FRAME DETAILS
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A005.....FIRST FLOOR FINISH PLAN, 1ST FLOOR ROOM SCHEDULE
A006.....THIRD FLOOR FINISH PLAN, 3RD FLOOR ROOM SCHEDULE
A007.....FOURTH FLOOR FINISH PLAN, 4TH FLOOR ROOM SCHEDULE
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A107.....THIRD FLOOR PLAN
A108.....FOURTH FLOOR PLAN
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M005.....FOURTH FLOOR DEMO PLAN – HVAC
M006.....ROOF DEMO PLAN – HVAC
M101.....BASEMENT PLAN – HVAC
M102.....FIRST FLOOR PLAN – HVAC
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M105.....FOURTH FLOOR PLAN – HVAC
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M201.....DETAILS – HVAC
M301.....EQUIPMENT SCHEDULES – HVAC

M401 CONTROL DRAWINGS - HVAC

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- P002 BASEMENT DEMO PLAN – PLUMBING
- P003 FIRST FLOOR DEMO PLAN – PLUMBING
- P004 SECOND FLOOR DEMO PLAN – PLUMBING
- P005 THIRD FLOOR DEMO PLAN – PLUMBING
- P006 FOURTH FLOOR DEMO PLAN – PLUMBING
- P101 BASEMENT PLAN – PLUMBING
- P102 FIRST FLOOR PLAN – PLUMBING
- P103 SECOND FLOOR PLAN – PLUMBING
- P104 THIRD FLOOR PLAN – PLUMBING
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SECTION 00 1113

ADVERTISEMENT FOR BIDS

Qualified Contractors are invited to bid on a contract for **MERCANTILE CENTER RENOVATIONS, JONESBORO CITY HALL, CITY OF JONESBORO, JONESBORO, ARKANSAS**. The bids shall be on a lump sum basis.

The City of Jonesboro, hereinafter termed owner, will receive bids until 7:00 p.m., November 13, 2012. Bids may be mailed or delivered in care of Mayor Harold Perrin, Jonesboro City Hall, 515 West Washington, Jonesboro, Arkansas 72401. Bids received after this time will not be accepted.

Bids will be publicly opened and read aloud at the stated time at the Jonesboro City Council Chambers, Huntington Building, 900 W. Monroe, Jonesboro, Arkansas.

The scope of work consists of interior renovations to approximately 53,900 square feet (4 floors) of the existing building. The contract will include mechanical, plumbing, and electrical work. Some site work is also included.

Plans, specifications, bid forms, and other contract documents may be examined at the office of the architect. While contract documents can be examined at the following plan rooms, bidders should use caution in doing so:

MHC Dodge Plans
3315 Central Ave.
Hot Springs, AR 71913
(501) 321-2956

Builders Exchange
642 S Cooper
Memphis, TN 38104
(901) 272-7495

Reed Construction Data
Suite 100
30 Technology Parkway So
Norcross, GA 30092
(800) 448-8182

Southern Reprographics
901 W. 7th Street
Little Rock, AR 72201
(501) 372-4011

Obtaining contract documents through any source other than the Design Professional or their representative(s) is not advisable due to the risks of receiving incomplete or inaccurate information. Contract documents obtained through the Design Professional or their representative(s) are considered the official version and take precedence should any discrepancies occur. The official version of the complete set of the contract documents should be examined and are obtainable from Brackett-Krennerich and Associates, P.A., 100 E. Huntington, Suite D, Jonesboro, Arkansas. General contractors may obtain two (2) complete sets of bidding documents from Brackett-Krennerich and Associates upon deposit of \$200.00 which is refundable, less postage/shipping costs, if applicable, to bona fide bidders upon return of documents in good condition within 3 days after bid date.

Additional sets of documents may be obtained for use by subcontractors and material suppliers upon receipt of \$100.00 per set which is refundable less cost of reproduction (50% refundable), and less postage/shipping costs if applicable, upon return of documents in good condition within 3 days after the bid date. No partial sets will be issued.

Bid Security in the amount of five percent (5%) of the bid must accompany each bid in accordance with the Instructions to Bidders.

Bidders shall conform to the requirements of the Arkansas licensing laws and regulations for contractors, and shall be licensed before his bid is submitted.

The City of Jonesboro encourages all small, minority, and women business enterprises submit bids for capital improvements. Encouragement is also made to all general contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

Due to an accelerated time requirement for completion of the work, The City of Jonesboro requires that prospective bidders have an office and warehousing capabilities within thirty minutes of the jobsite and have the man power to complete the work within established schedule.

Bidders are hereby notified that the Arkansas Department of Labor Prevailing Wage Rates will apply.

There will be a **Pre-Bid Conference** held at the site on **November 6, 2012**. The conference will start at exactly **2:00 p.m.** Prime contractors who arrive late or fail to attend this meeting may forfeit their bidding privilege. The owner reserves the right to waive this requirement and/or schedule additional meetings.

The owner reserves the right to reject any and all bids, and to waive and formalities.

October 28, 2012
Mayor Harold Perrin
City of Jonesboro

SECTION 00 4100
BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

A. Owner: City of Jonesboro

1.02 FOR:

A. Mercantile Center Renovations, Jonesboro City Hall, City of Jonesboro, Jonesboro, Arkansas.

1.03 DATE: 11-20-2012 (Bidder to enter date)

1.04 SUBMITTED BY: (Bidder to enter name and address)

A. Bidder's Full Name Olympus Construction Inc.
1. Address 2506 W. Washington Avenue
2. City, State, Zip Jonesboro, AR 72401

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Brackett-Krennerich and Associates, P. A. Architects for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. \$ 2,594,000 (dollar amount to be shown numerically)
- C. We have included the required security Bid Bond as required by the Instructions to Bidders.
- D. All applicable federal taxes are included and State of Arkansas taxes are included in the Bid Sum.
- E. We understand that the owner reserves the right to reject any and all bids and waive any informalities in the bidding.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance for thirty days from the bid closing date.
- B. If this bid is accepted by the Owner within the time period stated above, we will:
1. Execute the Agreement within Ten (10) days of receipt of Notice of Award.
 2. Furnish the required bonds within Ten (10) days of receipt of Notice of Award.
 3. Commence work within Ten days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

- A. If this Bid is accepted, we will:
- B. Complete Phase 1 of the work by May 1, 2013, complete Phase 2 of the work by August 1, 2013, and complete Phase 3 of the work by November 1, 2013.
- C. Liquidated Damages: \$200.00 (Two Hundred Dollars and 00/100 Dollars) for liquidated damages will be assessed to the contractor for liquidated damages for each calendar day that the contractor is in default after the time stipulated in the contract documents for each phase of work.

1.08 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum or price.

1. Addendum # 1 Dated 11-9-2012
2. Addendum # 2 Dated 11-16-2012
3. Addendum # _____ Dated _____
4. Addendum # _____ Dated _____

1.09 LISTING OF MECHANICAL, PLUMBING, ELECTRICAL AND ROOFING WORK

- A. All mechanical, plumbing, electrical and roofing work shall be listed regardless of qualifications, licensures or work amount.
- B. Bidders should consult the project manual on how to fill out this form. Failure to fill out this form correctly shall cause the bid to be declared non-responsive and the bid will not receive consideration.
1. Indicate the Name(s), License Number(s) of each entity performing the listed work and the amount:
- C. MECHANICAL (Indicative of HVACR): Name- RGB
1. License No. 0009621212
 2. Is the amount of work \$20,000 or over: Yes ☒ No ☐
- D. PLUMBING: Name- RGB
1. License No. 0009621212
 2. Is the amount of work \$20,000 or over: Yes ☒ No ☐
- E. ELECTRICAL: Name- WILKINS
1. License No. 0209480413
 2. Is the amount of work \$20,000 or over: Yes ☒ No ☐
- F. ROOFING & SHEETMETAL: Name- JONESBORO ROOFING
1. License No. 0010581112
 2. Is the amount of work \$20,000 or over: Yes ☐ No ☐

1.10 BID FORM SIGNATURE(S)

- A. Company Name: Olympus Construction, Inc.
- B. Signature: _____
- C. Title: President
- D. Business Address: 2506 W. Washington Avenue Jonesboro, AR 72401
- E. Contractor's License No. 0013400113
- F. Seal If bid is by a corporation.



TRAVELERS **POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 224206

Certificate No. 004619444

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Richard H. Whitley, Michael A. McDaniel, Marcia L. Coates, and James S. Brown

of the City of Memphis, State of Tennessee, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of November, 2011.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: 

George W. Thompson, Senior Vice President

On this the 4th day of November, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20 ____.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-in-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Mercantile Center Renovations

Jonesboro City Hall
City of Jonesboro
Jonesboro, Arkansas
COMMISSION NO. 12812

Bid Date: November 20, 2012 @ 2:00 p.m. @ City Council Chambers, Huntington Building, 908 W. Monroe, Jonesboro, Arkansas

CONTRACTOR/LICENSE NUMBER	COMPLETION TIME	BID SECURITY	ADDENDA RECEIVED	BASE BID	SUBCONTRACTORS
Bellay Contractors Inc 101 CR 130 Bono, AR 72418 License # 0188248413	Phase 1: May 1, 2013 Phase 2: August 1, 2013 Phase 3: November 1, 2013	5%	1. YES 2. YES	\$ 2,735,324	Mechanical/HVAC:RGB Mechanical Inc (Lic.#)0009821212 Plumbing:RGB Mechanical Inc (Lic.#)0009821212 Electrical:.....Wilkins Electric (Lic.#)0209480413 Roofing & Sheetmetal: Jonesboro Roofing Co Inc (Lic.#)0010581112
Baldwin & Shell Construction, Co. 1000 W Capitol Ave Little Rock, AR 72201 License # 0021730413	Phase 1: May 1, 2013 Phase 2: August 1, 2013 Phase 3: November 1, 2013	5%	1. YES 2. YES	\$ 2,790,000	Mechanical/HVAC:RGB Mechanical Inc (Lic.#)0009821212 Plumbing:RGB (Lic.#)0009821212 Electrical:.....Harvey Preston Electrical (Lic.#)0032500413 Roofing & Sheetmetal:(N/A under \$20,000) (Lic.#)0000000000
Big M Construction, Inc. 1208 Falka St. Jonesboro, AR 72403 License # 0004311013	Phase 1: May 1, 2013 Phase 2: August 1, 2013 Phase 3: November 1, 2013	5%	1. YES 2. YES	\$ 2,855,000	Mechanical/HVAC:RGB Mechanical Inc. (Lic.#)0009821212 Plumbing:RGB Mechanical Inc. (Lic.#)0009821212 Electrical:.....Harvey Preston Elect. (Lic.#)0032500413 Roofing & Sheetmetal: Jonesboro Roofing Co., Inc. (Lic.#)0010581112
Construction Network, Inc. 8009 Dalton Farmer Drive Jonesboro, AR 72404 License # 0038750713	Phase 1: May 1, 2013 Phase 2: August 1, 2013 Phase 3: November 1, 2013	5%	1. YES 2. YES	\$ 2,688,000	Mechanical/HVAC:RGB Mechanical Inc. (Lic.#)0009821212 Plumbing:RGB Mechanical Inc. (Lic.#)0009821212 Electrical:.....Wilkins Electric LLC (Lic.#)0209480413 Roofing & Sheetmetal: Jonesboro Roofing Co. Inc. (Lic.#)0010581112
Olympus Construction, Inc. 2506 W Washington Jonesboro, AR 72401 License # 0013400113	Phase 1: May 1, 2013 Phase 2: August 1, 2013 Phase 3: November 1, 2013	5%	1. YES 2. YES	\$ 2,584,000	Mechanical/HVAC:RGB Mechanical Inc. (Lic.#)0009821212 Plumbing:RGB Mechanical Inc. (Lic.#)0009821212 Electrical:.....Wilkins Electric LLC (Lic.#)0209480413 Roofing & Sheetmetal: Jonesboro Roofing Co. Inc. (Lic.#)0010581112

Mercantile Center Renovations
Jonesboro City Hall
City of Jonesboro
Jonesboro, Arkansas
COMMISSION NO. 12612

Bid Date: November 20, 2012 @ 2:00 p.m. @ City Council Chambers, Huntington Building, 900 W. Monroe, Jonesboro, Arkansas

CONTRACTOR/LICENSE NUMBER	COMPLETION TIME	BID SECURITY	ADDENDA RECEIVED	BASE BID	SUBCONTRACTORS
Ramsone Construction Co P O Box 9185 Jonesboro, AR 72403 License # 0001240213	Phase 1: May 1, 2013 Phase 2: August 1, 2013 Phase 3: November 1, 2013	5%	1. YES 2. YES	\$ 2,844,900	Mechanical/HVAC: RGB Mechanical Inc. (Lic.#)0008621212 Plumbing: RGB Mechanical Inc. (Lic.#)0008621212 Electrical: Wildine Electric LLC (Lic.#)0209480413 Roofing & Sheetmetal: Jonesboro Roofing Co. Inc. (Lic.#)0010581112
Stonebridge Construction Inc. 1000 Windover Rd. STE B Jonesboro, AR 72401 License # 0158200313	Phase 1: May 1, 2013 Phase 2: August 1, 2013 Phase 3: November 1, 2013	5%	1. YES 2. YES	\$ 2,583,000	Mechanical/HVAC: Accurate Air Company, INC. (Lic.#)0086280413 Plumbing: Adams & Cooper Plumbing Inc. (Lic.#)0016620313 Electrical: Wildine Electric LLC (Lic.#)0209480413 Roofing & Sheetmetal: Jonesboro Roofing Co., Inc. (Lic.#)0010581112



[Signature] 11/20/12
Jerry W. Brackett, AIA



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/28/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Ashley Humelsine	
McDaniel-Whitley, Inc.		PHONE (A/C No. Ext): (901) 881-6464	FAX (A/C No): (901) 881-6467
P.O. Box 382007		E-MAIL ADDRESS: ahumelsine@mcdanielwhitley.com	
Memphis TN 38183-2007		INSURER(S) AFFORDING COVERAGE	
INSURED		INSURER A: Bituminous	
Olympus Construction, Inc.		INSURER B: Great American Ins. Company	
P.O. Box 1674		INSURER C:	
Jonesboro AR 72403		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CLP3560727	10/1/2012	10/1/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> X,C,U Coverage						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liability						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			CAP3560729	10/1/2012	10/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CUP2589738	10/1/2012	10/1/2013	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC3560730	10/1/2012	10/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Mnthly Report Bldrs Risk-Spec Form (Incl Theft)			IMP6746237	10/1/2012	10/1/2013	Total Limit: See Below Deductible: \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CONTRACT AMOUNT - \$2,594,000
PROJECT: RENOVATIONS OF THE MERCANTILE CENTER, 300 SOUTH CHURCH STREET, CITY OF JONESBORO, ARKANSAS
THE CITY OF JONESBORO AND BRACKETT KRENNERICH & ASSOCIATES ARE NAMED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER	CANCELLATION
CITY OF JONESBORO 515 W WASHINGTON AVE JONESBORO, AR 72401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	M McDaniel/HUMEA



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/28/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McDaniel-Whitley, Inc. P.O. Box 382007 Memphis TN 38183-2007	CONTACT NAME: Ashley Humelsine PHONE (A/C, No. Ext.): (901) 881-6464 FAX (A/C, No.): (901) 881-6467 E-MAIL ADDRESS: ahumelsine@mcdanielwhitley.com
INSURED City of Jonesboro c/o Olympus Construction Inc P.O. Box 1674 Jonesboro AR 72403	INSURER(S) AFFORDING COVERAGE INSURER A: Mid Continent Casulty INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			040CP000004005	11/28/2012	11/28/2013	EACH OCCURRENCE \$ 1,000,000
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						MED EXP (Any one person) \$
	<input checked="" type="checkbox"/> Owners & Contractors						PERSONAL & ADV INJURY \$
	Protective Liability						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						\$
	EXCESS LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CONTRACT AMOUNT - \$2,594,000
PROJECT: RENOVATIONS OF THE MERCANTILE CENTER, 300 SOUTH CHURCH STREET, CITY OF JONESBORO, ARKANSAS
THE CITY OF JONESBORO AND BRACKETT KRENNERICH & ASSOCIATES ARE NAMED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER CITY OF JONESBORO 515 W WASHINGTON AVE JONESBORO, AR 72401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE M McDaniel/HUMEA
--	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/28/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Ashley Humelsine	
McDaniel-Whitley, Inc.		PHONE (A/C No. Ext): (901) 881-6464	FAX (A/C No.): (901) 881-6467
P.O. Box 382007		E-MAIL ADDRESS: ahumelsine@mcdanielwhitley.com	
Memphis TN 38183-2007		INSURER(S) AFFORDING COVERAGE	
		INSURER A :Bituminous	
INSURED		INSURER B :Great American Ins. Company	
Olympus Construction, Inc.		INSURER C :	
P.O. Box 1674		INSURER D :	
Jonesboro AR 72403		INSURER E :	
		INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CLP3560727	10/1/2012	10/1/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> X,C,U Coverage						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liability						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			CAP3560729	10/1/2012	10/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CUP2589738	10/1/2012	10/1/2013	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC3560730	10/1/2012	10/1/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Mnthly Report Bldrs Risk-Spec Form (Incl Theft)			IMP6746237	10/1/2012	10/1/2013	Total Limit: See Below Deductible: \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CONTRACT AMOUNT - \$2,594,000
PROJECT: RENOVATIONS OF THE MERCANTILE CENTER, 300 SOUTH CHURCH STREET, CITY OF JONESBORO, ARKANSAS
THE CITY OF JONESBORO AND BRACKETT KRENNERICH & ASSOCIATES ARE NAMED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER	CANCELLATION
CITY OF JONESBORO 515 W WASHINGTON AVE JONESBORO, AR 72401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	M McDaniel/HUMEA



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/28/2012

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McDaniel-Whitley, Inc. P.O. Box 382007 Memphis TN 38183-2007	CONTACT NAME: Ashley Humelsine PHONE (A/C No. Ext): (901) 881-6464 FAX (A/C No): (901) 881-6467 E-MAIL: ahumelsine@mcdanielwhitley.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Mid Continent Casualty INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED City of Jonesboro c/o Olympus Construction Inc P.O. Box 1674 Jonesboro AR 72403	NAIC #

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			040CP000004005	11/28/2012	11/28/2013	EACH OCCURRENCE \$ 1,000,000
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						MED EXP (Any one person) \$
	<input checked="" type="checkbox"/> Owners & Contractors						PERSONAL & ADV INJURY \$
	Protective Liability						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CONTRACT AMOUNT - \$2,594,000
PROJECT: RENOVATIONS OF THE MERCANTILE CENTER, 300 SOUTH CHURCH STREET, CITY OF JONESBORO, ARKANSAS
THE CITY OF JONESBORO AND BRACKETT KRENNERICH & ASSOCIATES ARE NAMED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER CITY OF JONESBORO 515 W WASHINGTON AVE JONESBORO, AR 72401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE M McDaniel/HUMEA
--	---



* J B 2 0 1 2 R - 0 2 0 3 2 3 1 0 *

JB2012R-C20323

ANN HUDSON

CRAIGHEAD COUNTY

RECORDED ON:

11/29/2012 02:36PM

Bond #105852393

BY Belinda Garrison, D. C.



AIA Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Olympus Construction, Inc.

2506 W. Washington Avenue, Jonesboro, AR 72401

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

One Tower Square, Hartford, CT 06183

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER:

(Name, legal status and address)

City of Jonesboro

515 W. Washington Ave.

Jonesboro, AR 72401

CONSTRUCTION CONTRACT

Date: 11/27/12

Amount: \$2,594,000.00

Two Million Five Hundred Ninety-Four Thousand and 00/100 Dollars

Description:

(Name and location)

Renovations of the Mercantile Center

300 South Church Street, Jonesboro, AR

BOND

Date: 11/27/12

(Not earlier than Construction Contract Date)

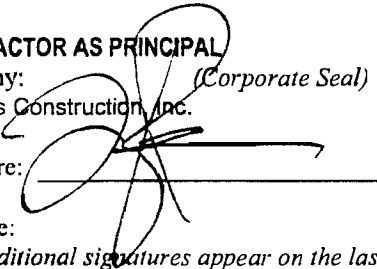
Amount: \$2,594,000.00

Two Million Five Hundred Ninety-Four Thousand and 00/100 Dollars

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Olympus Construction, Inc.

Signature: 

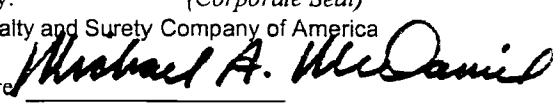
Name

and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: (Corporate Seal)
Travelers Casualty and Surety Company of America

Signature: 

Name Michael A. McDaniel, Atty-in-Fact

and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

McDaniel-Whitley, Inc.
800 Ridgelake Blvd., Ste 300-A
Memphis, TN 38120
901.881.6464

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Brackett Krennerich & Associates P.A.
100 E. Huntington Ave., Suite D
Jonesboro, AR 72401
870.932.0571

Init.

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AIA Documents-on-Demand™ order no. _____, and is not for resale. This document is licensed by The American Institute of Architects for
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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL	SURETY
Company: _____	Company: _____
	<i>(Corporate Seal)</i>
	<i>(Corporate Seal)</i>
Signature: _____	Signature: _____
Name and Title: _____	Name and Title: _____
Address: _____	Address: _____



AIA[®] Document A312[™] – 2010

Payment Bond

Bond #105852393

CONTRACTOR:

(Name, legal status and address)

Olympus Construction, Inc.

2506 W. Washington Avenue, Jonesboro, AR 72401

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

One Tower Square, Hartford, CT 06183

OWNER:

(Name, legal status and address)

City of Jonesboro

515 W. Washington Ave.

Jonesboro, AR 72401

CONSTRUCTION CONTRACT

Date: 11/27/12

Amount: \$2,594,000.00

Two Million Five Hundred Ninety-Four Thousand and 00/100 Dollars

Description:

(Name and location)

Renovations of the Mercantile Center

300 South Church Street, Jonesboro, AR

BOND

Date: 11/27/12

(Not earlier than Construction Contract Date)

Amount: \$2,594,000.00

Two Million Five Hundred Ninety-Four Thousand and 00/100 Dollars

Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Olympus Construction, Inc.

Signature: 

Name

and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: (Corporate Seal)

Travelers Casualty and Surety Company of America

Signature: 

Name Michael A. McDaniel, Atty-in-Fact

and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

McDaniel-Whitley, Inc.
800 Ridgelake Blvd., Ste 300-A
Memphis, TN 38120
901.881.6464

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Brackett Krennerich & Associates P.A.
100 E. Huntington Ave., Suite D
Jonesboro, AR 72401
870.932.0571

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

Init.

AIA Document A312[™] – 2010. The American Institute of Architects. This document was created on _____ under the terms of AIA Documents-on-Demand[™] order no. _____, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion. 061010

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1** have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2** have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)
CONTRACTOR AS PRINCIPAL **SURETY**
Company: *(Corporate Seal)* Company: *(Corporate Seal)*

Signature: _____	Signature: _____
Name and Title: _____	Name and Title: _____
Address: _____	Address: _____



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224206

Certificate No. 005029565

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Richard H. Whitley, Michael A. McDaniel, Marcia L. Coates, and James S. Brown

of the City of Memphis, State of Tennessee, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 7th day of September, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By:

George W. Thompson
George W. Thompson, Senior Vice President

On this the 7th day of September, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is


FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of November, 20 12


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.