Construction Agreement 2

General Counsel Office
1) Reviews for form and legality
2) Obtains chief counsel signature
3) Initials routing memo & forwards

Chancellor
1) Reviews documents
2) Obtain Chancellor's signature
3) Initials routing memo & forwards

Contract Officer
1) Inserts appropriate dates on Agreement and bonds
2) Enters data in PITS
3) Copies Agreement & attachments and forwards with Designer and Contractor counterparts to OFD Construction Services
4) Routes OFD and OBF counterparts to OFD support
5) Uploads job files in the system and updates PITS Construction Contract Screen
6) Creates award letter
7) Issues award letter w/counterparts to Contractor and Designer
8) E-mails notification to Contractor and Designer

Transmittal may occur in Pre-Construction Conference as befits needs of project.

Designer receives
1) Copy of Award letter
2) Counterpart of:
   - Agreement
   - Bonds
   - Insurance Certificates

Contractor receives
1) Award letter
2) Counterpart of:
   - Agreement
   - Bonds
   - Insurance Certificates
Rilla Froggatt

From: Rilla Froggatt
Sent: Saturday, May 20, 2017 6:40 PM
To: Vicky Rodriguez; Stokey Bourque
Cc: crystal.collins@tn.gov; Steven Gentile
Subject: 166/007-05-2016 UoM Building Envelope Repairs

Vicky,

Attached is a pdf file containing the following contract: 166/007-05-2016 UoM Building Envelope Repairs (Barnes & Brower, Inc.) is pending your approval.

DDP Estimate is included in pdf.

Let me know if there is anything else you need.

Please expedite this contract and the last one sent today.

Thanks so much!

Rilla

Rilla L. Froggatt, CCCA
Bid & Contract Manager
Office of Facilities Development
Tennessee Board of Regents
1 Bridgestone Park
Nashville, TN 37214-2428
Tel: (615) 366-3908
Fax: (615) 366-3992
rilla.froggatt@tbr.edu
Project Request

<table>
<thead>
<tr>
<th></th>
<th>SBC1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1 Department</strong></td>
<td>Tennessee Board of Regents</td>
</tr>
<tr>
<td><strong>Project Title</strong></td>
<td>Building Envelope Repairs</td>
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<tr>
<td><strong>Institution</strong></td>
<td>UoM</td>
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<tr>
<td><strong>City/County</strong></td>
<td>Memphis / Shelby</td>
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<table>
<thead>
<tr>
<th>3 Capital Outlay</th>
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<th>Renovation</th>
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4 Project Description

Restores brick and building facade on education and general buildings. Work to include structural repairs, brick repairs, tuck-pointing, limestone repair, concrete repair, window replacement, door replacement, and caulking.

<table>
<thead>
<tr>
<th>5 Total Project</th>
<th>Allocation</th>
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<tbody>
<tr>
<td>$2,450,000.00</td>
<td>Building Construction $2,450,000.00</td>
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<td>Built-in Equipment $0.00</td>
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<td>Bid Target $2,450,000.00</td>
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<td>$223,283.00</td>
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<td>$0.00</td>
<td>Movable Equipment $0.00</td>
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<td>$0.00</td>
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<tr>
<td>$81,717.00</td>
<td>Administration &amp; Miscellaneous $81,717.00</td>
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<tr>
<td>$3,000,000.00</td>
<td>Total Cost $3,000,000.00</td>
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6 Funding

| $3,000,000.00 | STATE Funds $3,000,000.00 |
| $0.00         | FEDERAL Funds $0.00 |
| $0.00         | $0.00 |
| $2,000,000.00 | $3,000,000.00 |

7 Available Funding Sources

$3,000,000.00 16/17 Current Funds - Capital Maintenance
$0.00
$0.00
$0.00
$3,000,000.00

8 SBC Action

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<th>Date</th>
<th>Action</th>
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<td>Approve project</td>
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<td>07/25/2016</td>
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9 Designer

Fleming/Associates/Architects, P.C.
<table>
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<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT COST</th>
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<td>General Conditions - Jobsite</td>
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<td>MONTH</td>
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<td>Masonry Repairs</td>
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<td>- Patterson Hall</td>
<td>1</td>
<td>LS</td>
<td>$147,800.00</td>
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<td>- Manning Hall</td>
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<td>LS</td>
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<td>- Psychology Building</td>
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<td>- Metal Blinds (Demo + New Installation)</td>
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<td>EA</td>
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<td>Window Replacement</td>
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<td>- Ellington Building</td>
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<td>SF</td>
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<td>- Manning Hall</td>
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<td>SF</td>
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<td>SF</td>
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<td>- Hayden Hall</td>
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<td>- Robinson Hall</td>
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<td>SF</td>
<td>$15.00</td>
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<td>McCord Hall</td>
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<td>- Repair/Resolder Gutter</td>
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<td>LF</td>
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<td>$9,864.00</td>
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<td>SF</td>
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<td>- Caulk Step Flashing</td>
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<td>LF</td>
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<td>$25,638.19</td>
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<td>Contractor's Overhead and Fee (7%)</td>
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<td>$183,056.68</td>
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<td>TOTAL CONSTRUCTION COST</td>
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<td>$2,798,152.06</td>
<td>$2,798,152.06</td>
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</table>

Suggested Alternates
1. Solar Shades at Jones Hall $57,000.00
2. Soffit Hall Masonry and Handrails $58,500.00
3. Business and Economics Building $75,360.00
4. McCord Hall $18,472.00

Target $2,450,000.00
MACC $2,695,000.00
Notes:
1. Macho Shades - Remove, store offsite and reinstall
2. Metal blinds - No salvage; Replace with new
3. Curtains - Turn over to Owner
4. Shutters - Remove, store offsite and reinstall
5. Window replacement - Demo, haul away, install new windows with minor interior and sill trim. Equipment included.
6. Solar Shades - Install horizontal solar shades on South elevation floors 2-4; Install vertical shades on West elevation floors 2-4.

Rilla Froggott
Contracts Manager
Office of Facilities Development
Tennessee Board of Regents
1 Bridgestone Park
Nashville, TN 37214

re: The University of Memphis
Building Envelope Repairs
SBC No. 166/007-05-2016

Dear Rilla—

Bids were received on May 10, 2017 at 2:00 pm for the above referenced project.

The apparent low bidder was Barnes & Brower, Inc. with a base bid of $2,087,870. Barnes & Brower Alternates are as follows: Alternate #1: $453,791, Alternate #2: $133,440, Alternate #3: $388,734, Alternate #4: $84,367.

I recommend the acceptance of the bid including alternates 2 and 4 from Barnes & Brower for a total amount of $2,306,177; which is $143,823 under the bid target of $2,450,000.

The MACC is $2,695,000.

Please let me know if you have any questions or need any additional information.

Sincerely,

FLEMING ARCHITECTS

Lisa B. Namie, AIA
Senior Project Manager
## Bid Tab

### Project Information
- **City:** Memphis
- **Bid:** $2,450,000
- **Construction Date:** 01/16/17
- **Closing Date:** 01/17/17
- **Bid Time:** 11:00 AM
- **Location:** University of Memphis

### Subcontractors

<table>
<thead>
<tr>
<th>Subcontractor</th>
<th>Base Bid</th>
<th>All #1</th>
<th>All #2</th>
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<tbody>
<tr>
<td><strong>Alpha Building Corp.</strong></td>
<td>2.955,090</td>
<td>125,440</td>
<td>154,583</td>
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<tr>
<td><strong>Barnes &amp; Power Corp.</strong></td>
<td>2.075,000</td>
<td>132,000</td>
<td>166,000</td>
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<tr>
<td><strong>Vidor Hall Construction</strong></td>
<td>2.270,000</td>
<td>143,000</td>
<td>166,000</td>
</tr>
</tbody>
</table>

### Other Notations
- **NO BID**
Agreement
Between Owner and Contractor

where the Basis of Payment is a
STIPULATED SUM

Use only with the coordinated documents identified in the current
Designers' Manual
for projects of the State Building Commission of Tennessee and the Tennessee Board of Regents

AGREEMENT

made as of the ___________________ day of ___________________ in the year of
Two Thousand Seventeen

BETWEEN the Owner: STATE OF TENNESSEE
Tennessee Board of Regents
c/o Office of Facilities Development
1 Bridgestone Park, Third Floor
Nashville TN 37214-2428

and the Contractor: Barnes & Brower, Inc.
3787 Old Getwell Road
Memphis, TN 38118

ACH Address:
Same as above

the Project: 166/007-05-2016
University of Memphis
Building Envelope Repairs

the Designer: Fleming Architects
5101 Wheelis Drive, Suite 215
Memphis, TN 38117

The Owner and the Contractor agree as set forth below.

166/007-05-2016  Owner/Contractor Agreement Page 1 of 4
ARTICLE 1
THE WORK AND THE CONTRACT DOCUMENTS

1.1 The Contractor shall perform all the Work required by the Contract Documents for the Project identified on page one.

1.2 The Contract Documents are identified in the Conditions of the Contract (General, Supplementary, and other Conditions). These form the Contract and constitute the entire agreement between the Owner and the Contractor, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in paragraph 1.4.

1.3 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

1.4 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

1. **This Agreement**
2. **General Conditions**
   - Jun 09 OFD 09 72 13 adapted version of AIA document A201, 2007 edition (50 pages) as included in the Project Manual dated 07 Apr, 2017 and titled:
     - SBC Project No.166/007-05-2016
     - The University of Memphis
     - Building Envelope Repairs
3. **Supplementary Conditions**
   - also included in the aforementioned Project Manual as listed in the Table of Contents:
     - February 2016 OFD s007316 Supplementary Conditions (1 page)
4. **Specifications**
   - also included in the aforementioned Project Manual as listed in the Table of Contents.
5. **Drawings, dated 07 Apr, 2017, and titled:**
   - The University of Memphis
   - Building Envelope Repairs
   - For the Tennessee Board of Regents
   - SBC # 166/007-05-2016
   - Memphis, Tennessee
   - as listed in the List of Drawings in the aforementioned Project Manual
6. **The portions of the following Addenda as apply to the above documents:**
   - Addendum Number One, dated April 27, 2017 (1 page; 21 pages attachment)
   - Addendum Number Two, dated May 04, 2017 (3 pages; 7 pages attachment)
ARTICLE 2
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

2.1 The Work to be performed under this Contract shall be commenced on the date stipulated in the Notice to Proceed; and, subject to authorized adjustments, Substantial Completion shall be achieved:
Four Hundred Eighty (480) calendar days from and including the date stipulated in the Notice to Proceed.

2.2 Liquidated Damages, as set forth in paragraph 9.12 of the General Conditions, are:
Five Hundred and no/one-hundredths dollars ($500.00) per calendar day.

ARTICLE 3
CONTRACT SUM

3.1 The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of:
Two Million Three Hundred Six Thousand One Hundred Seventy Seven and no/one-hundredths dollars
($2,306,177.00)

3.2 The Contract Sum is determined as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bid</td>
<td>$2,087,870.00</td>
</tr>
<tr>
<td>Alternate Number Two</td>
<td>$133,440.00</td>
</tr>
<tr>
<td>Alternate Number Four</td>
<td>$84,867.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$2,306,177.00</strong></td>
</tr>
</tbody>
</table>

3.3 The following Unit Prices will be used as specified:

<table>
<thead>
<tr>
<th>ITEM NAME</th>
<th>UNIT PRICE</th>
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</thead>
<tbody>
<tr>
<td>1. Brick Replacement</td>
<td>$37.50 per S.F.</td>
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<tr>
<td>2. Shelf Angle Replacement</td>
<td>$45.00 per L.F.</td>
</tr>
<tr>
<td>3. Tuckpointing</td>
<td>$25.00 per S.F.</td>
</tr>
<tr>
<td>4. Helical Piles</td>
<td>$1,380.00 per EA</td>
</tr>
<tr>
<td>5. Concrete Repair Mortar</td>
<td>$360.00 per C.F.</td>
</tr>
<tr>
<td>6. Jones Hall Window Jamb Stone Replacement</td>
<td>$330.00 per EA</td>
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<tr>
<td>7. Jones Hall Window Head Stone Replacement</td>
<td>$430.00 per EA</td>
</tr>
<tr>
<td>8. JW Brister Cap Stone Replacement</td>
<td>$362.00 per EA</td>
</tr>
<tr>
<td>9. JW Brister Facing Stone Replacement</td>
<td>$360.00 per EA</td>
</tr>
</tbody>
</table>
This Agreement entered into as of the day and year first written above as witnessed:

BY CONTRACTOR: BARNES & BROWER, INC.

Signature: __________________________________________________________
Name: _____________________________________________________________
Title: ______________________________________________________________

AND BY OWNER: STATE OF TENNESSEE
Tennessee Board of Regents

APPROVED: _________________________________________________________
State Architect

APPROVED: _________________________________________________________
Dick J. Tracy
Executive Director - Office of Facilities Development

APPROVED: _________________________________________________________
Dale Sims
Vice-Chancellor - Business and Finance

APPROVED: _________________________________________________________
Mary G. Moody
General Counsel

BY: _________________________________________________________________
Flora W. Tydings
Chancellor

END of AGREEMENT FORM for the Project titled:
166/007-05-2016
UNIVERSITY OF MEMPHIS
BUILDING ENVELOPE REPAIRS
Rilla Froggatt

From: Stokey Bourque <Stokey.Bourque@tn.gov>
Sent: Thursday, May 25, 2017 7:32 AM
To: Rilla Froggatt
Cc: Vicky Rodriguez; Stokey Bourque
Subject: For approval, UoM Building Envelope Repairs, SBC 166/007-05-2016
Attachments: FW: TBR instructions for bidders: 166.007.05.2016 construction.pdf

Importance: High

Rilla,
We got it squared away with Dick.

Attached contact contains OSA's signature of approval.

Let me know if anything further is needed.

Thank you,

Stokey Bourque | Compliance
Office of the State Architect
State of Tennessee
Department of Treasury
Andrew Jackson Building
502 Deaderick Street, 13th Floor
Nashville, TN 37243
Office: (615) 741-7719
Email: Stokey.Bourque@tn.gov
http://www.tn.gov/finance/section/fa-osa
http://www.treasury.state.tn.us/

-----Original Message-----
From: Rilla Froggatt [mailto:Rilla.Froggatt@tbr.edu]
Sent: Saturday, May 20, 2017 6:40 PM
To: Vicky Rodriguez; Stokey Bourque
Cc: Crystal Collins; Steven Gentile
Subject: 166/007-05-2016 UoM Building Envelope Repairs

Vicky,

Attached is a pdf file containing the following contract: 166/007-05-2016 UoM Building Envelope Repairs (Barnes & Brower, Inc.) is pending your approval.

DDP Estimate is included in pdf.

Let me know if there is anything else you need.

Please expedite this contract and the last one sent today.

Thanks so much!
Office of the State Architect
Checklist of Required Support Documents
for Approval of Design and Construction Contracts

The State Architect reviews all design and construction contracts to ensure they are in compliance with Statute, Policy and the SBC action before signing them. In order to make that determination, the OSA requests certain documents be included with these contracts, such as current SBC-1 form, bid tab, etc.

There are other supporting documents that are required to be attached to the contract. The OSA wants to make sure the SPAs are aware of these documents and the fact that this office has not reviewed them if they are not attached. Therefore, for auditing purposes, this checklist indicates the items that have been reviewed by the OSA and leaves the responsibility for the non-reviewed items to the SPA for verification of compliance with SBC Policy prior to final contract execution. Those checklist items with an (*) represent the minimum requirements before issuing the State Architect’s approval signature.

- **DESIGN CONTRACT**
  - Contract *
  - Current approved project SBC 1 form*
  - Designer fee calculation sheet*
  - Signature by designer
  - Copy of ESC approval of designer selection for the particular project
  - Certificate of professional liability insurance
  - Attestation form regarding illegal immigrants

- **CONSTRUCTION CONTRACT**
  - Contract*
  - Current approved SBC-1 form *
  - Bid tab*
  - Designer recommendation letter*
  - Designer’s DDP construction cost estimate*
  - Signature by contractor
  - Executed Performance and Payment Bond (for contracts > $100,000)
  - Executed Roof Bond (if applicable)
  - Current Certificate of Liability insurance (commercial general liability, worker’s comp, builders’ risk)

SBC Project No: 166/007-05-2016
Date: 05/25/2017
This Agreement entered into as of the day and year first written above as witnessed:

BY CONTRACTOR:  BARNES & BROWER, INC.

Signature: __________________________
Name: __________________________
Title: __________________________

AND BY OWNER:  STATE OF TENNESSEE
Tennessee Board of Regents

APPROVED: Ann McGauran, State Architect, by
Stokey Bourque
2017.05.25 07:47:23 -05'00'
State Architect

APPROVED: Dick J. Tracy
Executive Director - Office of Facilities Development

APPROVED: Dale Sims
Vice-Chancellor - Business and Finance

APPROVED: Mary G. Moody
General Counsel

BY: Flora W. Tydings
Chancellor

END of AGREEMENT FORM for the Project titled:
166/007-05-2016
UNIVERSITY OF MEMPHIS
BUILDING ENVELOPE REPAIRS
Mr. Barnes,

Please find attached the Agreement, Contract and Three Year Roof Bond(s), an updated ACH Form and a new ACH Form. Follow the instructions in the letter and return TWO (2) signed counterparts of the Agreement, Contract & Three Year Roof Bond(s), and one (1) each of the W-9 Form and ACH Form.

NOTE: Please make sure your insurance producer adds Builder’s Risk (Installation Floater) at least the full amount of the contract sum to your COI. Also, add the SBC Project No. 166/007-05-2016 UoM Building Envelope Repair in the Description section of your COI.

NOTE: IF YOUR LIABILITY COVERAGE EXCLUDES RISKS ASSOCIATED WITH ASBESTOS, THEN: ASBESTOS HAZARDS ENDORSEMENT REQUIRED IF A SUBCONTRACTOR IS PERFORMING ALL ABATEMENT WORK, SUBCONTRACTOR MAY PROVIDE A CERTIFICATE OF INSURANCE FOR ASBESTOS ABATEMENT INSURANCE IN LIEU OF CONTRACTOR.

VERY IMPORTANT: An updated ACH Form has been attached with instructions. Please return a copy to me, filled out thru Section 3: Authorization. Send the original form to your bank, along with Instructions, for completion of Section 4: Financial Institution Verification. Instruct your bank to forward the original signed ACH Form to the address at the top right of the form, same as listed on page 2 of the instructions.

NOTE: PLEASE EXPEDITE THIS CONTRACT ASAP AND REMEMBER TO OVERNIGHT THE DOCUMENTS INSTEAD OF SENDING IN US MAIL SERVICE.

Regards,

Rilla
Rilla L. Froggatt, CCCA
Bid & Contract Manager
Office of Administration and Facilities Development

Tennessee Board of Regents
1 Bridgestone Park, 3rd Floor, Nashville, Tennessee 37214-2428
www.tbr.edu
(615) 366-3908 rilla.froggatt@tbr.edu
Jeff Barnes  
President  
Barnes & Brower, Inc.  
3787 Old Getwell Road  
Memphis, TN 38118  

RE: 166/007-05-2016  
University of Memphis  
Building Envelope Repairs  

Dear Mr. Barnes  

Attached is the Agreement pertaining to your bid for the above referenced project. Please review the General Instructions below as soon as possible. Your prompt attention to the instructions will help avoid delays in processing this agreement.

GENERAL INSTRUCTION FOR CONTRACTOR EXECUTION OF AGREEMENT  
The Instruction to Bidders in the Project Manual, together with the Bid, normally establish a bidder obligation to sign and return the Agreement and related documents within five (5) days. Please comply with any such provisions.

INSURANCE:  
Attached is a standard insurance summary illustrating the coverages required. Provide two (2) certificates of insurance which evidence at least the required coverage.

CONTRACT BOND:  
Attached is a partially completed State of Tennessee Contract Bond Form. Fill in the name of the Surety Company (twice) and of the signing parties where provided. Where space is provided for the date of the contract, leave this blank as with the contract itself. Other spaces indicating the date of execution of the bond may be filled in or, if left blank, the Owner will fill in to correspond to the date of the contract. Provide two (2) signed and sealed counterparts. Attach a certified and current copy of power-of-attorney for Surety's Attorney-in-Fact to each bond counterpart.

ROOF BOND:  
Attached is a partially completed standard form of a three-year roof bond. Execute this bond in the same manner as the Contract Bond.

AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSITS FROM:  
An updated ACH Form has been included with instructions. Please return a copy completed thru Section 3: Authorization. Send the original form to your bank, along with Instructions, for completion of Section 4: Financial Institution Verification. In order to expedite, your bank will complete Section 4 and forward the original signed ACH Form to the address at the top right of the form, same as listed on page 2 of the instructions.

TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM:  
Attached is an updated W-9 Form for your convenience. Or, you may go to the Internal Revenue Service website and download the editable pdf W-9 Form. Complete and sign, and return it with the attached documents. Only one (1) original is required.
One fully executed counterpart set is routinely returned to the Contractor upon execution; however, you may wish to make a copy to retain for your records in the meantime.

Presentation of these documents does not constitute the award of a contract. The contract shall not be considered awarded until you have received a fully executed contract.

Please make two (2) counterparts of the Agreement, fill in the name and title of the person who is legally authorized to bind your company to this contract, and return the signed Agreements and enclosures to my attention at the address on this letterhead. If you have any questions, or if you are unable to make the two (2) counterparts, please call me at the phone number above.

Your attention to this matter is appreciated.

Sincerely,

Rilla Froggatt
Contract Manager

Enclosures

c: Designer: Lisa B. Namie @ Fleming Architects
    Construction Representative: Jerry Cleaves
**INSURANCE REQUIREMENTS SUMMARY**

Below is a summary of the minimum liability insurance coverages required of the Contractor, which are to be declared in a certificate of insurance. The Certificate shall also identify the Producer, the Carrier(s), the insured, policy numbers, effective date & expiration date, job identification, and Certificate Holder.

<table>
<thead>
<tr>
<th>GENERAL LIABILITY</th>
<th>Bi &amp; PD Combined -</th>
</tr>
</thead>
<tbody>
<tr>
<td>[X] Commercial General Liability</td>
<td>General Aggregate: $2,000,000</td>
</tr>
<tr>
<td>[X] Occurrence, that includes:</td>
<td>Each Occurrence: $1,000,000</td>
</tr>
<tr>
<td>Premises / Operations</td>
<td>Personal Injury: $50,000</td>
</tr>
<tr>
<td>Underground, Explosion, Collapse Hazard</td>
<td>with employment exclusion deleted</td>
</tr>
<tr>
<td>Products / Completed Operations</td>
<td></td>
</tr>
<tr>
<td>Personal Injury</td>
<td></td>
</tr>
<tr>
<td>Contractual</td>
<td></td>
</tr>
<tr>
<td>Independent Contractors</td>
<td></td>
</tr>
<tr>
<td>Broad Form Property Damage</td>
<td></td>
</tr>
</tbody>
</table>

The term "Commercial General Liability" shall mean all of the coverages listed as being included, above, unless specifically noted otherwise on the Certificate.

If above Liability coverage excludes risks associated with asbestos, then:

- **Asbestos Hazards Endorsement required** $500,000

  *If a subcontractor is performing all abatement work, subcontractor may provide a Certificate of Insurance for Asbestos Abatement Insurance in lieu of Contractor.*

<table>
<thead>
<tr>
<th>AUTOMOBILE LIABILITY</th>
<th>Bi &amp; PD Combined -</th>
</tr>
</thead>
<tbody>
<tr>
<td>[X] Any Auto</td>
<td>Combined Single Limit: $500,000</td>
</tr>
<tr>
<td>or</td>
<td></td>
</tr>
<tr>
<td>[X] All Owned Autos</td>
<td></td>
</tr>
<tr>
<td>[X] Hired Autos</td>
<td></td>
</tr>
<tr>
<td>[X] Non-Owned Autos</td>
<td></td>
</tr>
</tbody>
</table>

If no owned vehicles, or if all owned vehicles covered under a Scheduled policy, Contractor may provide written certification of such in lieu of Owned Auto policy.

<table>
<thead>
<tr>
<th>WORKERS COMPENSATION</th>
<th>EMPLOYERS' LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Accident: $100,000</td>
<td>Disease-Each Employee: $100,000</td>
</tr>
<tr>
<td>Disease-Policy Limit: $500,000</td>
<td></td>
</tr>
</tbody>
</table>

**Builders Risk Insurance** At least the full amount of the contract sum

Should any coverage be canceled before the expiration date, the Producer must give 10 days written notice to the Certificate Holder.

*This is provided as a convenience only, and is not intended to supplant the Contractor's responsibility to read and know the requirements of the Contract Documents, and to provide insurance coverage as required thereby. Refer to Article 11 of Conditions of the Contract and the Supplementary Conditions.*

**PLEASE FORWARD THIS SUMMARY TO YOUR UNDERWRITER**
**TO HELP ENSURE A PROPER CERTIFICATE**
CONTRACT BOND
standart form for construction contracts under the State Building Commission of Tennessee

BOND NO. ____________________

Know all men by these presents: that we
Barnes & Brower, Inc.
3787 Old Getwell Road
Memphis, TN 38118
(hereinafter called the "Principal") and

hereinafter called the "Surety") do hereby acknowledge ourselves indebted and securely bound and held unto
State of Tennessee
Board of Regents
(hereinafter called the "Owner"), and in the penal sum of
Two Million Three Hundred Six Thousand One Hundred Seventy Seven and
no/one-hundredths dollars ($2,306,177.00)

good and lawful money of the United States of America, for the use and benefit of those entitled thereto, for the payment of which, well and truly to be made, we bind ourselves, our heirs, our administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

But the condition of the foregoing obligation or bond is this:
Whereas, the Owner has engaged the principal for the sum of
Two Million Three Hundred Six Thousand One Hundred Seventy Seven and
no/one-hundredths dollars ($2,306,177.00)

to complete the Work of the project titled:
166/007-05-2016
University of Memphis
Building Envelope Repairs

as more fully appears in a written agreement or contract bearing the data of

a copy of which said agreement or contract is by reference hereby made a part hereof, as fully and to the same extent as if copied at length herein, and it is the desire of the Owner that the Principal shall assure all undertakings under said agreement or contract and shall assure and protect all laborers and furnishes of material on said Work both as provided by Tennessee Code Annotated Sections 4-15-102(2) and 12-4-201 through 12-4-206, and any and all amendments thereto, and shall assure the prompt payment of claims as provided by Tennessee Code Annotated Sections 12-4-207 through 12-4-206, and any and all amendments thereto. The Principal shall also comply with provisions of Tennessee Code Annotated Sections 12-4-401 through 12-4-415, and any and all amendments thereto, pertaining to the payment of the prevailing wage rate.
Now, therefore, if the Principal shall fully and faithfully perform all undertakings and obligations under the contract hereinbefore referred to and shall fully indemnify and hold harmless the Owner from all costs and damage whatsoever which it may suffer by reason of any failure on the part of the Principal to do so, and shall fully reimburse and repay the Owner any and all outlay and expense which it may incur in making good any such default, and shall fully pay for all of the labor, material and work used by the Principal and any immediate or remote sub-contractor or furnisher of material under him in the performance of said contract in lawful money of the United States, as the same shall become due, then this obligation or bond shall be null and void, otherwise to remain in full force and effect.

And for value received, it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or to the specifications accompanying the same shall in any wise affect the obligation under this bond, and notice is hereby waived of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the specifications.

In witness whereof the Principal has hereunto affixed its signature and Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this _____ day of ____________, 20___.

Executed in _________ counterparts.

Witness:

Barnes & Brower, Inc.  
(name of Principal)  
(authorized signature)  
(name of signatory)  
(Tennessee license number of Agent or Attorney-in-fact)  
(countersignature of resident Agent if not same as Attorney-in-fact)

Surety Company issuing bond shall be licensed to transact business in State of Tennessee by Tennessee Department of Commerce and Insurance. Bonds shall have certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached. Attorney-in-fact who executes bond on behalf of Surety shall be licensed by and a resident of State of Tennessee, and shall affix license number to bond, or, countersignature by a licensed agent who is a resident of State of Tennessee, and the agent's Business number shall be affixed to the bond in addition to the signature of the Attorney-in-Fact.
THREE YEAR ROOF BOND

standard form for construction contracts under the State Building Commission of Tennessee

BOND NO. ____________________

GENERAL INFORMATION:

Principal: Barnes & Brower, Inc.

Surety (Name):

(Address):

Building Owner: State of Tennessee Board of Regents

Project: 166/007-05-2016

University of Memphis

Building Envelope Repairs

Project Contract Date: ____________________

KNOW ALL MEN BY THESE PRESENTS:

That we, the Principal and the Surety, are held and firmly bound unto the Building Owner in the amount of

Two Hundred Eight Thousand Seven Hundred Eighty Seven and no/one-hundredths dollars ($208,787.00)

for the payment thereof in good and lawful money of the United States of America the Principal and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas, Principal has, by written agreement referenced above, entered into a contract (hereinafter referred to as "the Contract" and hereby referenced herein) with the Owner for the construction of the Project identified above.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall fully indemnify the Owner for all loss that the Owner may suffer by reason of any defective material and/or workmanship in the materials furnished for and the installation of the above referenced Project roofing system which become apparent during the period of three (3) years from the date of Substantial Completion of the above referenced Project roofing system, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety hereby agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or to the specifications accompanying the same shall in any way affect the obligations under this bond, and notice is hereby waived of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the specifications.
IN WITNESS WHEREOF the Principal has hereunto affixed its signature and Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this _____ day of ___________, 20__.

Executed in _________ counterparts.

Witness:

Barnes & Brower, Inc.  
(name of Principal)  
(authorized signature)  
(name of signatory)  
(title of signatory)  

__________________________  
__________________________  
__________________________  
__________________________  

(name of Surety)  
(signature of Attorney-in-fact)  
(name of Attorney-in-fact)  
(Tennessee license number of Agent or Attorney-in-fact)  
(countersignature of resident Agent if not same as Attorney-in-fact)
Agreement
Between Owner and Contractor

where the Basis of Payment is a STIPULATED SUM

Use only with the coordinated documents identified in the current Designers' Manual for projects of the State Building Commission of Tennessee and the Tennessee Board of Regents

AGREEMENT
made as of the __________________ day of __________________ in the year of Two Thousand Seventeen

BETWEEN the Owner: STATE OF TENNESSEE
via the Contracting Agency: Tennessee Board of Regents
c/o Office of Facilities Development
1 Bridgestone Park, Third Floor
Nashville TN 37214-2426

and the Contractor: Barnes & Brower, Inc.
3787 Old Getwell Road
Memphis, TN 38118

ACH Address:
Same as above

the Project: 166/007-05-2016
University of Memphis
Building Envelope Repairs

the Designer: Fleming Architects
5101 Wheelis Drive, Suite 215
Memphis, TN 38117

The Owner and the Contractor agree as set forth below:

166/007-05-2016 Owner/Contractor Agreement Page 1 of 4
ARTICLE 1
THE WORK AND THE CONTRACT DOCUMENTS

1.1 The Contractor shall perform all the Work required by the Contract Documents for the Project identified on page one.

1.2 The Contract Documents are identified in the Conditions of the Contract (General, Supplementary, and other Conditions). These form the Contract and constitute the entire agreement between the Owner and the Contractor, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in paragraph 1.4.

1.3 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

1.4 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

1. This Agreement
2. General Conditions
   Jun 09 OFD 00 72 13 adapted version of AIA document A201, 2007 edition (50 pages) as included in the Project Manual dated 07 Apr, 2017 and titled: SBC Project No. 168/007-05-2016 The University of Memphis Building Envelope Repairs
3. Supplementary Conditions
   also included in the aforesaid Project Manual as listed in the Table of Contents: February 2016 OFD 0307316 Supplementary Conditions (1 page)
4. Specifications
   also included in the aforesaid Project Manual as listed in the Table of Contents.
5. Drawings, dated 07 Apr, 2017, and titled:
   The University of Memphis Building Envelope Repairs For the Tennessee Board of Regents SBC # 168/007-05-2016 Memphis, Tennessee
   as listed in the List of Drawings in the aforesaid Project Manual
6. The portions of the following Addenda as apply to the above documents:
   Addendum Number One, dated April 27, 2017 (1 page; 21 pages attachment)
   Addendum Number Two, dated May 04, 2017 (3 pages; 7 pages attachment)
ARTICLE 2
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

2.1 The Work to be performed under this Contract shall be commenced on the date stipulated in the Notice to Proceed; and, subject to authorized adjustments, Substantial Completion shall be achieved Four Hundred Eighty (480) calendar days from and including the date stipulated in the Notice to Proceed.

2.2 Liquidated Damages, as set forth in paragraph 9.12 of the General Conditions, are Five Hundred and no/one-hundredths dollars ($500.00) per calendar day.

ARTICLE 3
CONTRACT SUM

3.1 The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of Two Million Three Hundred Six Thousand One Hundred Seventy Seven and no/one-hundredths dollars ($2,306,177.00).

3.2 The Contract Sum is determined as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bid</td>
<td>$2,087,870.00</td>
</tr>
<tr>
<td>Alternate Number Two</td>
<td>$133,440.00</td>
</tr>
<tr>
<td>Alternate Number Four</td>
<td>$84,967.00</td>
</tr>
<tr>
<td>Total</td>
<td>$2,306,177.00</td>
</tr>
</tbody>
</table>

3.3 The following Unit Prices will be used as specified:

<table>
<thead>
<tr>
<th>ITEM NAME</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Brick Replacement</td>
<td>$37.80 per S.F.</td>
</tr>
<tr>
<td>2. Shelf Angle Replacement</td>
<td>$45.30 per L.F.</td>
</tr>
<tr>
<td>3. Tuckpointing</td>
<td>$25.00 per S.F.</td>
</tr>
<tr>
<td>4. Helical Piles</td>
<td>$138.00 per EA</td>
</tr>
<tr>
<td>5. Concrete Repair Mortar</td>
<td>$360.00 per C.F.</td>
</tr>
<tr>
<td>6. Jones Hall Window Jamb Stone Replacement</td>
<td>$330.00 per EA</td>
</tr>
<tr>
<td>7. Jones Hall Window Head Stone Replacement</td>
<td>$480.00 per EA</td>
</tr>
<tr>
<td>8. JW Brister Cap Stone Replacement</td>
<td>$662.00 per EA</td>
</tr>
<tr>
<td>9. JW Brister Facing Stone Replacement</td>
<td>$360.00 per EA</td>
</tr>
</tbody>
</table>
This Agreement entered into as of the day and year first written above as witnessed:

BY CONTRACTOR:  BARNES & BROWER, INC.

Signature: ________________________________

Name: ________________________________

Title: ________________________________

AND BY OWNER:  STATE OF TENNESSEE

Tennessee Board of Regents

Approved by:

Ann McGauran, State Architect, by
Stokey Bourque
2017.05.25 07:47:23 -05'00'

State Architect

APPROVED:

Dick J. Tracy
Executive Director - Office of Facilities Development

APPROVED:

Dale Sims
Vice-Chancellor - Business and Finance

APPROVED:

Mary G. Moody
General Counsel

BY:

Flora W. Tycings
Chancellor

END of AGREEMENT FORM for the Project titled:
166/007-05-2016
UNIVERSITY OF MEMPHIS
BUILDING ENVELOPE REPAIRS

166/007-05-2016  Owner/Contractor Agreement Page 4 of 4
## SECTION 1: TYPE OF REQUEST

- [] New
- [ ] Change Existing Account

Enter Existing Routing No.: ______________________
Existing Account No.: ______________________

## SECTION 2: ACCOUNT HOLDER INFORMATION

**Name (as shown on your income tax return):** ______________________

**Business Name, if different from above:** ______________________

**Federal Employer Identification Number (FEIN):** ______________________
**or Social Security Number (SSN):** ______________________

Enter the address that should be associated with the account number:

**Address Line 1:** ______________________

**Address Line 2:** ______________________

**City:** ______________________  **State:** ______________________  **Zip Code:** ______________________

**Contact Name:** ______________________  **Telephone:** ______________________

Enter the email address to which the remittance advices should be routed:

**Email:** ______________________

## SECTION 3: AUTHORIZATION

Are payments deposited into this account subject to being transferred, in its entirety, to a financial institution outside of the United States?  Yes [ ] No [ ]

**Account Type:** Checking [ ]  Savings [ ]  

**Financial Institution Name:** ______________________

**Routing Number:** ______________________  **Account Number:** ______________________

I authorize my financial institution to verify any information provided on this form with the State of Tennessee. I also authorize the state to initiate credit entries and to initiate if necessary, debit entries and adjustments for any credit entries in error, to my account indicated above. This authorization will remain in effect until the state has received written notification of its termination and has adequate time to act upon the request.

**Authorized Signatory Printed Name:** ______________________

**Authorized Signature:** ______________________  **Date:** ______________________

## SECTION 4: FINANCIAL INSTITUTION VERIFICATION

I certify the account and routing numbers in Section 3 are for the above specified account holder and is signed by an authorized signatory on the account.

**Representative Name:** ______________________  **Signature:** ______________________

**Title of Representative:** ______________________  **Date:** ______________________

**Business Fax Number:** ______________________  **Business Phone Number:** ______________________

**Mailing Address:** ______________________

**City:** ______________________  **State:** ______________________  **Zip Code:** ______________________
STATE OF TENNESSEE
DEPARTMENT OF FINANCE & ADMINISTRATION
SUPPLIER DIRECT DEPOSIT AUTHORIZATION INSTRUCTIONS
(NOT WIRE TRANSFERS)

As a supplier to the state of Tennessee you are offered the security and convenience of having payments automatically deposited into
your bank account. The Supplier Direct Deposit Authorization is required to process payments electronically. The information on this
form is confidential and subject to verification by the state. The completed form must contain original signatures and be received by the
state in a timely manner. Electronic signatures are not accepted.

SECTION 1: TYPE OF REQUEST

- Check the appropriate box.
  - New: Initial set up of supplier direct deposit.
  - Change Existing Account: Bank account information will not be changed unless the existing routing and
    account numbers currently on file with the state have been entered.

SECTION 2: ACCOUNT HOLDER INFORMATION

- The Name, Business Name, and Federal Employer Identification Number (FEIN) or Social Security Number (SSN) on the Supplier Direct Deposit Authorization form must match the W-9 submitted, or the information already on file with the state.
- Enter the address that should be associated with the account number identified in Section 3. For example, if the
  business has different locations, each with separate bank accounts, enter the address of the location to which this
  account applies. If the account is to be added to multiple addresses, list each address on an additional sheet.
- Enter the contact information of an authorized signatory on the account.

SECTION 3: AUTHORIZATION

- All fields in this section must be completed.

SECTION 4: FINANCIAL INSTITUTION VERIFICATION

- This section must be completed by the financial institution representative.

Mail the ORIGINAL form to the address below. Mark the outside of the envelope "CONFIDENTIAL".

State of Tennessee
Attn: Supplier Maintenance
21st Floor WRS Tennessee Tower
312 Rosa L Parks Ave
Nashville, TN 37243

Cancellation of Direct Deposit

To cancel direct deposit, mail a written request to the address above. The request must contain the payee's name, FEIN or
SSN, routing and account numbers, that matches the information already on file with the state, and an original signature of an
authorized signatory.

Should you have any questions or need assistance, contact Supplier Maintenance at 615-741-9745.
Note. If you are a U.S. person and a requestor gives you a form other than Form W-8 to request your TIN, you must use the requester’s form if it is substantially similar to this Form W-8.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association or organization in the United States or under the laws of the United States;

• An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 31.3161-1).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 4464 or any foreign person’s share of any effectively connected income from such business. Further, in certain circumstances, a Form W-8 has not been received. If these rules under section 4464 require a partnership to pay tax, then it pays the tax on the income from the trade or business as if it were a foreign person. Therefore, if you are a U.S. person, you request in a partnership conducting a trade or business in the United States, provide Form W-8 to the partnership to establish your U.S. status and avoid section 4464 withholdings on your share of partnership income.

In the cases below, the following person must give Form W-8 to the partnership to establish his or her U.S. status and avoid withholding on his or her share of partnership income:

• In the case of a nonresident alien, the U.S. person, the U.S. person resident in the United States, or the U.S. person in the United States;

• In the case of a grantor trust with a U.S. grantor or other U.S. person, generally, the U.S. grantor or other U.S. person of the grantor of trust and not the trust; and

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has not been treated as a U.S. person, you do not receive Form W-8. Instead, use the appropriate Form W-8 or Form 8283 (see Publication 516, Withholding Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual who is treated as a U.S. resident for foreign tax credit purposes must pay tax on income from U.S. sources. However, you must have ample means to the provisions known as a “saving clause.” The saving clause will maintain an exemption from tax to certain types of income even after the payee has otherwise become a U.S. resident for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from tax under U.S. income tax law, you must certify that your treaty gives the same for Form W-8 that specifies the following five items:

1. The treaty country.
2. The treaty article addressing the income.
3. The article number (or location) for the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that gives the exemption from tax.
5. Sufficient evidence to satisfy the exemption from tax under the terms of the treaty article.

Examples. Article 20 of the U.S.-China tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. tax, this student will become a resident alien for tax purposes if he or she stays in the United States more than 183 calendar days. However, section 1 of the U.S.-China tax treaty (dated April 30, 1984) requires the Chinese student to retroactively apply to the Internal Revenue Service if he or she becomes a resident alien of the United States. If the student’s status is not retroactively applied as a resident alien of the United States, the Chinese student will not be eligible for the exemption from tax under the treaty with respect to scholarship income.

Backup Withholding

What is backup withholding? Persons making certain payments to you must make appropriate payment. This is called "backup withholding." Payments that may be subject to backup withholding include interest and exempt interest, dividends, broker and barter exchange transactions, gifts, life insurance proceeds, payments made in settlement of payment transactions, and certain payments from insuring trust accounts. These transactions are not subject to backup withholding. You will not be subject to backup withholding on payments you receive if you give the requestor your correct TIN, make the proper certifications, and report all your receivable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester.
2. You do not certify your TIN when requested by the payer.
3. The IRS tells you that you are subject to backup withholding.
4. The IRS tells you that you are subject to backup withholding because you did not report all your income on your prior return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividends accounts opened after August 16, 1986).

Certain payees and payments are exempt from backup withholding. See $13500000.00 and the separate instructions for the Requester of Form W-8 for more information.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a qualifying foreign financial institution to report all U.S. accounts held by U.S. persons or U.S. entities. Certain payees are exempt from FATCA reporting. See Exemptions from FATCA reporting code on page 3 and the Instructions for the Requestor of Form W-8 for more information.

Updating Your Information

You must provide updated information to any person to whom you are subject to backup withholding (including your LLC). If you do not provide updated information to the person to whom you are subject to backup withholding, you may be subject to a $500 penalty.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with respect to reasonable cause and not to willful neglect.

Civil penalty for failing to certify. If you fail to certify that you are not subject to backup withholding, you may be subject to a $500 penalty.

Criminal penalty for failing to file information. If you fail to file information, you may be subject to criminal penalties including fines and imprisonment.

Penalties of TINs. If the requester dine dine in three TINs in violation of federal law, the requester may be subject to criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on Line 1; the boxes below all the boxes on one line.

1. The date of name change on your tax return.

2. The name of the person or entity whose number you entered in Part I of Form W-8.

3. Individual. Generally, enter the name as shown on your tax return. If you have changed your last name without changing your social security number (SSN), enter the new name as shown on your social security card, and your new last name.

4. TIN/TIN applicant. Enter the individual name as shown on your Form W-9, application. If you have changed your name without changing your social security number (SSN), enter the new name as shown on your social security card, and your new last name.

5. Sole proprietor or single-member LLC. Enter your last name as shown on your Form W-9, application. If you have changed your last name without changing your social security number (SSN), enter the new name as shown on your social security card, and your new last name.

6. Corporation, partnership, LLC, or trust. Enter the last name as shown on the entity’s tax return on Line 3 any business, trade, or entity name on Line 3.

7. Other entities. Enter your name as shown on your entity return on Line 3 any business, trade, or entity name on Line 3.

Dissolved entity. For U.S. federal tax purposes, an entity that is dissolved is an entity separate from the owner. Enter the name on Line 1 as a dissolved entity as a dissolved entity as a dissolved entity. See Regulations sections 31.3161-1T and 31.3161-2T. Enter the owner’s name on Line 1 as the owner of the entity as shown on your entity’s tax return on Line 3 any business, trade, or entity name on Line 3.

End of tax year. Enter the name as shown on your entity return on Line 3 any business, trade, or entity name on Line 3.

End of tax year. Enter the last name as shown on your entity return on Line 3 any business, trade, or entity name on Line 3.

End of tax year. Enter the last name as shown on your entity return on Line 3 any business, trade, or entity name on Line 3.

End of tax year. Enter the last name as shown on your entity return on Line 3 any business, trade, or entity name on Line 3.
Line 2
If you have a business name, trade name, DBA name, or disregarded entity name, you must enter on line 2.

Line 3
Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 2. Check only one box in line 3.

Limited Liability Company (LLC): If the name on line 1 is an LLC that has an attorney or professional of U.S. federal tax purposes, check the Limited Liability Company box and enter the EIN in the spaces provided. If this box has filed Form 8832 or S-8555 to be treated as a partnership, check the Limited Liability Company box and in the spaces provided enter "O" for 0 corporation or "S" for S corporation. If the name on line 1 is a single-member LLC as a disregarded entity, do not check the Limited Liability Company box instead check the first box in line 3 Individual or Sole proprietor or single-member LLC.

Line 4, Exemptions
If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Export payee codes:
- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, however, there are no export payee codes for exports payments, including taxes and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment of tax on direct payments to foreign individuals, and corporations that provide medical or health care services are not exempt with respect to payments on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding, enter in the appropriate code in the space in line 4.

1. An organization exempt from tax under section 501(a), 501(c), or 501(d) if the account identified on Form 871-2(c)(2) is not used to convert to other requirements of section 3402(f)(2).
2. The United States or any state, the District of Columbia, or any of its agencies or instrumentalities.
3. The District of Columbia, or any state, the District of Columbia, or any of its agencies, or instrumentalities.
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities.
5. A foreign corporation.
6. A dealer in securities or commodities registered regulated in the United States, the District of Columbia, or any state, the District of Columbia, or any state, the District of Columbia, or any state, the District of Columbia, or any state.
7. A fiduciary as defined in section 640A.
8. A common trust fund as defined in section 58(a).
9. A common trust fund as defined in section 58(a).
10. A common trust fund as defined in section 58(a).
11. A common trust fund as defined in section 58(a).
12. A common trust fund as defined in section 58(a).
13. A common trust fund as defined in section 58(a).
14. A common trust fund as defined in section 58(a).
15. A common trust fund as defined in section 58(a).
16. A common trust fund as defined in section 58(a).

Line 5
Enter your address number, street, and apartment or suite number. This is where the remitter of the Form W-9 will mail your information return.

Line 6
Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box, if you are a resident alien and you do not have any beneficial ownership in an entity that is or is not a U.S. citizen or domestic tax-exempt entity.

Part II. Certification
This section is where you certify your information.

Part III. Other Information
This section is where you provide additional information.

Part IV. Instructions
This section contains the instructions for completing the form.
Part II. Certification
To certify to the withholding agent that you are a U.S. person, enter your first, last name, and your TIN on Form W-9. You must be authorized to sign the withholding agent on the form.

For joint accounts, only the person whose TIN is shown in Part I should sign. In the case of an inconsistent indication, the person identified on line 1 must sign. The signature and TIN must match the information on line 1. Do not add or cross out any information on the form.

For questions concerning the completion of the form or the certification, contact the IRS at 1-800-829-3656.

Signature requirements: Complete the certification as indicated in Item 1 through 3 below.

1. Individual, dividend, and broker exchange accounts opened before 1984 and broker accounts considered active during 1985. You must sign your current TIN, but you do not have to sign the certification.
2. Individual, dividend, broker, and broker exchange accounts opened on or after 1984 and broker accounts considered active during 1985. You must sign the certification or sign the declaration of the person you are withholding from and you must provide your correct TIN to the requester. You must cross out item 1 in the certification before signing the form.
3. Real estate transactions. You must sign this certification. You may cross out Item 2 of this certification.

Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have a Treasury information return requirement. The TIN is required to be made in the course of the requester's trade or business for rent, royalties, or interest paid to persons in the United States or for services performed therein. If the TINs are not disclosed, the TIN must be disclosed to the requester after the request for the TIN is made.

Mortgage interest paid by you, acquisition of abatement of secured property, cancellation of debt, qualified tuition program payments, or payments to a person that is not a U.S. person, must be included in the total income that is subject to withholding. You must disclose the TIN of the person who held the mortgage interest, the actual owner of the mortgage, the holder of the mortgage, and the mortgagee.

What Name and Number To Give the Requester
For this type of account: Give name and EIN of:

1. Individual
   - The individual
   - The individual's TIN
   - The actual owner of the account
   - The taxpayer identification number (TIN)
   - The TIN of the grantor

2. Two or more individuals (joint account)
   - The individual
   - The actual owner of the account
   - The TIN
   - The TIN of the grantor

3. Custodial account of a minor (Uniform Gift to Minors Act)
   - The minor
   - The actual owner of the account
   - The owner
   - The TIN

4. The minor account
   - The minor
   - The actual owner of the account
   - The owner
   - The TIN

5. Joint trust or joint account owned by an individual
   - The owner
   - The corporation
   - The TIN

6. Joint trust or joint account owned by a corporation
   - The corporation
   - The TIN

7. Any other account
   - The owner
   - The corporation
   - The TIN

8. Any other account
   - The owner
   - The corporation
   - The TIN

Privacy Act Notice
Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to verify account balances or to verify your income tax liability or other information. The IRS does not disclose the information provided to the IRS or the government or to the government or to the government. The IRS does not require personal information from the IRS, other federal agencies, or any other federal agency.

You should provide your TIN when you are required to file a tax return. Certain penalties may be imposed if you fail to provide your TIN or if you provide a false TIN.
<table>
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<tr>
<td>C-Bond PaI Error:</td>
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</tr>
<tr>
<td>R-Bond Error:</td>
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<tr>
<td>R-Bond PaI Error:</td>
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<th>Building Envelope Repairs</th>
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<tr>
<td>Construction Rep:</td>
<td>Jerry Cleaves</td>
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<td>Low Bidder:</td>
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<tr>
<td>Contractor:</td>
<td>Barnes &amp; Brower, Inc.</td>
</tr>
<tr>
<td></td>
<td>3787 Old Getwell Road</td>
</tr>
<tr>
<td></td>
<td>Memphis, TN 38118</td>
</tr>
<tr>
<td>Phone:</td>
<td>(901) 794-3481</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Jeff Barnes</td>
</tr>
<tr>
<td>Rank:</td>
<td>1</td>
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<tr>
<td>Contractor License:</td>
<td>52754</td>
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<td>4</td>
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<td>Contract Form:</td>
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<td>Contract Length:</td>
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<tr>
<td>Liquidated Damages:</td>
<td>$500.00</td>
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<td>Under or Over Target:</td>
<td>Under by 5.87%</td>
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<tr>
<td>Notes:</td>
<td>Base Bid + Alt 2 &amp; Alt 4</td>
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<tr>
<td>Amount Under/Over Target:</td>
<td>$143,023.00</td>
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<tr>
<td>Lowest Bid Amount:</td>
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<td>Roof Notes:</td>
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<td>Owner Recommendation:</td>
<td>05/15/2017</td>
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<tr>
<td>Sent to Contractor:</td>
<td>06/02/2017</td>
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<tr>
<td>Returned:</td>
<td>06/06/2017</td>
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<td>Corrected Date:</td>
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<td>06/12/2017</td>
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<td>Bid Date:</td>
<td>06/24/2017</td>
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<td>Bid Obligation:</td>
<td></td>
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<tr>
<td>Contract Date:</td>
<td>06/15/2017</td>
</tr>
</tbody>
</table>

---

**Blue Question?**

This project does not have a construction contract. Would you like to create one?

- [YES](#)
- [NO](#)
## Construction Contract Detail

**Contractor:** Barnes & Brower, Inc.  
**CMgr:** Jeff Barnes  
**Agr-date:** 06/15/2017

- **Award:** Base Bid + Alt 2 & Alt 4
- **Ori-Con-Sum:** 2,306,177.00
- **Base for CO Rts:** 2,306,177.00
- **OSA Target:** 2,450,000.00
- **OSA MACC:** 2,695,000.00
- **Original Duration:** 480
- **Liquidated Damages:** 500.00

**Super:** Steve Smith 901-275-9789; replaced 23 June '17 with Hunter Parham 662-910-6599; UP1 Brick Replacement 875SF @ $37.00; UP2 Shelf Angle 90L @ $45.30; UP3 Tuck Point 9,425SF @ $26.00; UP4 Notes: Helical Piles 25EA @ $1,380.00; UP5 Concrete Repair Mortar BCF @ $360.00; UP6 Jones Hall Jamb Stone 5EA @ $330.00; UP7 Jones Hall Head Stone 6EA @ $480.00; UP8 Bricker Hall Cap Stone 20EA @ $682.00; UP9 Bricker Hall Face Stone 4EA @ $360.00;

---

**Form A Rec'd:** 08/02/17  
**Ins:** 08/02/17  
**OSA Target:** 2,450,000.00
- **OSA MACC:** 2,695,000.00
- **Cr Report:** 208,787.00
- **Liquidated Damages:** 500.00
- **Punch List Value:** 0.00
- **Paid to Date:** 938,773.49
- **Retainage:** 49,409.13
- **Banked Retainage:** 6,535.21
- **Balance:** 1,316,759.00

---

**Surety:** Arch Insurance Company  
**Bond ID:** SU1144950  
**LicenseNum:** 52754  
**VendorNum:** 9407 Main  
**BC/OCC:** 8X3327400288000 / 707066000 / 304718

---

**Job Leader:** Central Office  
**Line Item:** Construction  
**Date:** 10/12/18  
**Form:** CG - 2009 June  
**Award:** Base Bid + Alt 2 & Alt 4  
**Durations:** 480/10/490/0  
**Orig/adds/cum/punch:**
**Construction Contract**

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<tr>
<th>Line Item:</th>
<th>Construction</th>
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<tbody>
<tr>
<td>Meetings:</td>
<td>1st &amp; 3rd Tuesday 11AM Physical Plant</td>
</tr>
<tr>
<td>Storm Water Pollution Protection Plan:</td>
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<tr>
<td>Commissioning:</td>
<td>Basic</td>
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<tr>
<td>Client:</td>
<td>Jerry Cleaves</td>
</tr>
<tr>
<td>Form:</td>
<td>CG - 2009 June</td>
</tr>
<tr>
<td>Insurance:</td>
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<tr>
<td>Surety:</td>
<td>Arch Insurance Company</td>
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<td>Bond ID:</td>
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<td>Roof Bond:</td>
<td>208,787.00</td>
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<tr>
<td>Plumbing by:</td>
<td>N/A</td>
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<tr>
<td>HVAC by:</td>
<td>N/A</td>
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<tr>
<td>Electrical by:</td>
<td>Davis Electric, Inc.</td>
</tr>
</tbody>
</table>

**Notes:**

Super: Steve Smith 931-275-9789; replaced 23 June '17 with Hunter Parham 662-910-6599. UP1 Brick Replacement 875SF @ $37.80; UP2 Shale Angle 90SF @ $45.30; UP3 Tuck Point 9.425SF @ $20.00; UP4 Helical Piles 25EA @ $1,390.00; UP5 Concrete Repair Mortar BCF @ $360.00; UP6 Jones Hall Jamb Stone 6EA @ $330.00; UP7 Jones Hall Head Stone 6EA @ $480.00; UP8 Brister Hall Cap Stone 20EA @ $652.00; UP9 Brister Hall Face Stone 4EA @ $360.00;
After receiving this contract back from the contractor on 6/6/17, I have verified the following items.

- [ ] PITS updated
- [ ] Two original copies signed by the contractor are present as sent
- [ ] Contractor and subcontractors are licensed in Tennessee and in good standing
- [ ] W-9, and Agreement for Automatic Deposit are present and filled out properly.
- [ ] Certificate of Insurance is attached with The Board of Regents as certificate holder and contractor named as insured and Companies affording coverage are licensed in Tennessee for general liability
- [ ] Checked that the Contract Bond is filled out properly and confirmed that the bonding company is licensed to write surety bonds in Tennessee and is in good standing
- [ ] Power of Attorney is present and the name matches that on the Contract Bond
- [ ] This project was approved by the SBC on 7/25/16 and conforms to the approval granted
- [ ] Designer Evaluation printed and given to Project Manager on 9/12/17
- [ ] SWPPP applies Yes or No
- [ ] Commissioning specified: Basic
- [ ] Asbestos / Hazardous Materials applies Yes or No

Rilla Froggatt  
Contract Manager  
Date 6/12/17

AND LEAD
**STATE OF TENNESSEE**  
**DEPARTMENT OF FINANCE & ADMINISTRATION**  
**SUPPLIER DIRECT DEPOSIT AUTHORIZATION**  
(NOT WIRE TRANSFERS)

Mail the ORIGINAL form to the address below. Mark the outside of the envelope "CONFIDENTIAL".

State of Tennessee  
Attn: Supplier Maintenance  
21st Floor WRS Tennessee Tower  
312 Rosa L Parks Ave  
Nashville, TN 37243

---

**SECTION 1: TYPE OF REQUEST**
- 1 New
- 0 Change Existing Account

**SECTION 2: ACCOUNT HOLDER INFORMATION**

- Name (as shown on your income tax return): Barnes & Brower, Inc.
- Business Name, if different from above: [Blank]
- Federal Employer Identification Number (FEIN): 20-1080157
- Social Security Number (SSN): [Blank]
- Enter the address that should be associated with the account number:
  - Address Line 1: 3787 Old Getwell Road
  - Address Line 2: [Blank]
  - City: Memphis  
  - State: TN  
  - Zip Code: 38118
- Contact Name: Ryan Barnes
- Telephone: 901-794-3481
- Email: rbarnes@barnesandbrower.com

**SECTION 3: AUTHORIZATION**
- Are payments deposited into this account subject to being transferred, in its entirety, to a financial institution outside of the United States? Yes 0 No 1
- Account Type: Checking 0 Savings 1
- Financial Institution Name: Metropolitan Bank
- Routing Number: 065302633  
- Account Number: 4518787

I authorize my financial institution to verify any information provided on this form with the State of Tennessee. I also authorize the State to initiate credit entries and to initiate, if necessary, debit entries and adjustments for any credit entries in error, to my account indicated above. This authorization will remain in effect until the State has received written notification of its termination and has adequate time to act upon the request.

**Authorized Signatory**  
Printed Name: Brenda Burns  
Authorized Signature: [Signature]

**SECTION 4: FINANCIAL INSTITUTION VERIFICATION**
- I certify the account and routing numbers in Section 3 are for the above specified account holder and is signed by an authorized signatory on the account.
- Representative Name: Sabrina Wheeler  
- Representative Signature: [Signature]
- Title of Representative: Senior Managing Director  
- Date: [Date]
- Business Fax Number: 901-969-8037  
- Business Phone Number: 901-969-8034
- Mailing Address: 1681 Aaron Brenner Drive, Suite 101
- City: Memphis  
- State: TN  
- Zip Code: 38120

**FA-0035 (Rev. 4/16)**

**Page 39**
Form W-9
Request for Taxpayer Identification Number and Certification

Part I
Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your Social Security number (SSN). However, for a resident alien, a sole proprietor or noncorporation, or a partnership, you may use a taxpayer identification number (TIN) where required.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II
Certification

Under penalties of perjury, I certify that:

1. The information shown on this form is my correct taxpayer identification number (I am willing to be issued a new number if necessary) and,
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or an individual U.S. person (defined below); and
4. The FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification of instructions. You must cross out Item 2 above if you have not been notified by the IRS that you are subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition of an asset, or obligations of a corporation, see the instructions for line 3 and the chart on page 8.

Sign Here

Signature of U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9, such as legislation enacted after the date of issue, is available at www.irs.gov/FormW9.

Purpose of Form

An individual, entity, or other (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), or foreign taxpayer identification number (FTIN). A recipient of an information return must provide the account number of the payer or other account number on the information return. Example: If information return includes, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MS (noninterest income from mutual funds)
- Form 1099-B (transactions in which you bought and sold or otherwise acquired and disposed of property)
- Form 1099-K (proceeds from real estate transactions)
- Form 1099-R (proceeds from employment termination and other distributions by retirement plans, excludable rollover contributions, and other transaction by brokers)
- Form 1099-K (merchant card and third-party network transactions)

Form W-9 (Jan 2014)
Agreement
Between Owner and Contractor

where the Basis of Payment is a
STIPULATED SUM

Use only with the coordinated documents identified in the current
Designers' Manual
for projects of the State Building Commission of Tennessee and the Tennessee Board of Regents

AGREEMENT
made as of the __________ day of __________ in the year of __________

BETWEEN the Owner:
STATE OF TENNESSEE
Tennessee Board of Regents
c/o Office of Facilities Development
1 Bridgestone Park, Third Floor
Nashville TN 37214-2428

and the Contractor:
Barnes & Brower, Inc.
3787 Old Getwell Road
Memphis, TN 38118

ACH Address:
Same as above

the Project:
166/007-05-2016
University of Memphis
Building Envelope Repairs

the Designer:
Fleming Architects
5101 Wheelis Drive, Suite 215
Memphis, TN 38117

The Owner and the Contractor agree as set forth below.
ARTICLE 1
THE WORK AND THE CONTRACT DOCUMENTS

1.1 The Contractor shall perform all the Work required by the Contract Documents for the Project identified on page one.

1.2 The Contract Documents are identified in the Conditions of the Contract (General, Supplementary, and other Conditions). These form the Contract and constitute the entire agreement between the Owner and the Contractor, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in paragraph 1.4.

1.3 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

1.4 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

1. This Agreement
2. General Conditions
   Jan 09 OFD 00 72 13 adopted version of AIA document A201, 2007 edition (60 pages) as included in the Project Manual dated 07 Apr, 2017 and titled:
   SBC Project No.166/007-05-2016
   The University of Memphis
   Building Envelope Repairs
3. Supplementary Conditions:
   also included in the aforesaid Project Manual as listed in the Table of Contents:
   February 2016 OFD s007316 Supplementary Conditions (1 page)
4. Specifications
   also included in the aforesaid Project Manual as listed in the Table of Contents:
5. Drawings, dated 07 Apr, 2017, and titled:
   The University of Memphis
   Building Envelope Repairs
   For the Tennessee Board of Regents
   SBC # 166/007-05-2016
   Memphis, Tennessee
   as listed in the List of Drawings in the aforesaid Project Manual
6. The portions of the following Addenda as apply to the above documents:
   Addendum Number One, dated April 27, 2017 (1 page; 21 pages attachment)
   Addendum Number Two, dated May 04, 2017 (3 pages; 7 pages attachment)
ARTICLE 2
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

2.1 The Work to be performed under this Contract shall be commenced on the date stipulated in the Notice to Proceed;
and, subject to authorized adjustments, Substantial Completion shall be achieved
Four Hundred Eighty (480) calendar days from and including the date stipulated in the Notice to Proceed.

2.2 Liquidated Damages, as set forth in paragraph 9.12 of the General Conditions, are
Five Hundred and no/one-hundredths dollars ($500.00) per calendar day.

ARTICLE 3
CONTRACT SUM

3.1 The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of
Two Million Three Hundred Six Thousand One Hundred Seventy Seven and no/one-hundredths dollars
($2,306,177.00)

3.2 The Contract Sum is determined as follows:

<table>
<thead>
<tr>
<th></th>
<th>Base Bid</th>
<th>Alternate Number Two</th>
<th>Alternate Number Four</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$2,087,870.00</td>
<td>$133,440.00</td>
<td>$84,867.00</td>
<td>$2,306,177.00</td>
</tr>
</tbody>
</table>

3.3 The following Unit Prices will be used as specified:

<table>
<thead>
<tr>
<th>ITEM NAME</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Brick Replacement</td>
<td>$37.80 per S.F.</td>
</tr>
<tr>
<td>2. Shelf Angle Replacement</td>
<td>$45.30 per L.F.</td>
</tr>
<tr>
<td>3. Tuckpointing</td>
<td>$26.00 per S.F.</td>
</tr>
<tr>
<td>4. Helical Piles</td>
<td>$1,380.00 per EA</td>
</tr>
<tr>
<td>5. Concrete Repair Mortar</td>
<td>$360.00 per C.F.</td>
</tr>
<tr>
<td>6. Jones Hall Window Jamb Stone Replacement</td>
<td>$330.00 per EA</td>
</tr>
<tr>
<td>7. Jones Hall Window Head Stone Replacement</td>
<td>$460.00 per EA</td>
</tr>
<tr>
<td>8. JW Erister Cap Stone Replacement</td>
<td>$882.00 per EA</td>
</tr>
<tr>
<td>9. JW Erister Facing Stone Replacement</td>
<td>$360.00 per EA</td>
</tr>
</tbody>
</table>
This Agreement entered into as of the day and year first written above as witnessed:

BY CONTRACTOR:  BARNES & BROWER, INC.

Signature:  [Signature]
Name:  Keith Brower
Title:  Vice President

AND BY OWNER:  STATE OF TENNESSEE
Tennessee Board of Regents

Ann McGauran, State Architect, by
Stokey Bourque
2017.05.25 07:47:23 -05'00'
State Architect

APPROVED:  
Dick J. Tracy
Executive Director - Office of Facilities Development

APPROVED:  
Dale Sims
Vice-Chancellor - Business and Finance

APPROVED:  
Mary G. (Mippsy)
General Counsel

BY:  
Flora W. Tydings
Chancellor

END of AGREEMENT FORM for the Project titled:
166/007-05-2016
UNIVERSITY OF MEMPHIS
BUILDING ENVELOPE REPAIRS
# Certificate of Liability Insurance

**Certificate Number:**

**Revision Number:**

---

### Coverages

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Start Date</th>
<th>Policy End Date</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>CIP6068540505</td>
<td>08/02/2015</td>
<td>08/02/2017</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Umbrella Liability</td>
<td>160609939012</td>
<td>08/02/2016</td>
<td>08/02/2017</td>
<td>$10,000,000</td>
</tr>
</tbody>
</table>

---

**TENBCA1**

**Certificate Holder:**

Tennessee Board of Regents

**Office of Facilities Development**

1 Bridgestone Park, 3rd Floor

Nashville, TN 37214-2428

**Authorized Representative:**

[Signature]

**Date:** 08/02/2015

---

**ACORD 25 (2014/01)**

The ACORD name and logo are registered marks of ACORD

---

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CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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 have ADDITIONAL INSURED provisions or 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
SouthGroup Hattiesburg 2
812 Hardy Street
Hattiesburg, MS 38401

INSURED
Specialty Abatement Services, Inc.
William H. Stamps, Jr.
P.O. Box 15926
Hattiesburg, MS 38404-5925

CERTIFICATE NUMBER:

This is to certify that the policies of insurance listed below have been issued to the named insured 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 disclosed herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been increased by paid claims.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>OCCUP.</th>
<th>CLAIMS MADE</th>
<th>OCCURANCE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>X</td>
<td>CLAIMS MADE</td>
<td>OCCURANCE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>X</td>
<td>Mold/Asbestos/Lead</td>
<td>X</td>
<td>OCCURANCE</td>
<td>LIMITS</td>
</tr>
<tr>
<td>AUTOMOBILE LIABILITY</td>
<td>X</td>
<td>ANY AUTO</td>
<td>OCCURANCE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>X</td>
<td>WORKERS' COMPENSATION</td>
<td>X</td>
<td>OCCURANCE</td>
<td>LIMITS</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES: Led to or contributed to the issuance of this policy.

Tennessee Board of Regents in an Additional Insured as required by written contract.

CERTIFICATE HOLDER

Tennessee Board of Regents
1 Bridgestone Park
Nashville, TN 37244-2426

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

ACORD 25 (2018/03)
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The ACORD name and logo are registered marks of ACORD.
CONTRACT BOND

standard form for construction contracts under the State Building Commission of Tennessee

BOND NO. SU1144950

Know all men by these presents: that we
Barnes & Brower, Inc.
3787 Old Getwell Road
Memphis, TN 38118
(hereinafter called the "Principal") and
Arch Insurance Company
3 Parkway, Suite 1500
Philadelphia, Pennsylvania 19102
(hereinafter called the "Surety") do hereby acknowledge ourselves indebted and securely bound and held unto
State of Tennessee
Board of Regents
(hereinafter called the "Owner"), and in the penal sum of
Two Million Three Hundred Six Thousand One Hundred Seventy Seven and
no/one-hundredths dollars ($2,306,177.00)
good and lawful money of the United States of America, for the use and benefit of those entitled thereto, for the payment of which, well and truly to be made, we bind ourselves, our heirs, our administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

But the condition of the foregoing obligation or bond is this:
Whereas, the owner has engaged the principal for the sum of
Two Million Three Hundred Six Thousand One Hundred Seventy Seven and
no/one-hundredths dollars ($2,306,177.00)
to complete the Work of the project titled:
166/007-05-2016
University of Memphis
Building Envelope Repairs

as more fully appears in a written agreement or contract bearing the date of
JUNE 15, 2017

a copy of which said agreement or contract is by reference hereby made a part hereof, as fully and to the same extent as if copied at length herein, and it is the desire of the Owner that the Principal shall assure all undertakeings under said agreement or contract and shall assure and protect all laborers and furnishers of material on said Work both as provided by Tennessee Code Annotated Sections 4-15-102(2)(2) and 12-4-201 through 12-4-206, and any and all amendments thereto, and shall assure the prompt payment of claims as provided by Tennessee Code Annotated Sections 12-4-207 through 12-4-208, and any and all amendments thereto. The Principal shall also comply with provisions of Tennessee Code Annotated Sections 12-4-401 through 12-4-415, and any and all amendments thereto, pertaining to the payment of the prevailing wage rate.
Now, therefore, if the Principal shall fully and faithfully perform all undertakings and obligations under the contract hereinbefore referred to and shall fully indemnify and hold harmless the Owner from all costs and damage whatsoever which it may suffer by reason of any failure on the part of the Principal to do so, and shall fully reimburse and repay the Owner any and all outlay and expense which it may incur in making good any such default, and shall fully pay for all of the labor, material and work used by the Principal and any immediate or remote sub-contractor or furnisher of material under him in the performance of said contract, in lawful money of the United States, as the same shall become due, then this obligation or bond shall be null and void, otherwise to remain in full force and effect.

And for value received, it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or to the specifications accompanying the same shall in any wise affect the obligation under this bond, and notice is hereby waived of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the specifications.

In witness whereof the Principal has hereunto affixed its signature and Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this 15th day of June, 2016.

Executed in Two (2) counterparts.

Witness:

<table>
<thead>
<tr>
<th>Barnes &amp; Brower, Inc.</th>
<th>Arch Insurance Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>(name of Principal)</td>
<td>(name of Surety)</td>
</tr>
<tr>
<td>[Signature]</td>
<td>[Signature of Attorney-in-Fact]</td>
</tr>
<tr>
<td>Keith Brower</td>
<td>Mary H. Tibbetts, Attorney In-Fact</td>
</tr>
<tr>
<td>(name of signatory)</td>
<td>(name of Attorney-in-Fact)</td>
</tr>
<tr>
<td>[Signature]</td>
<td>[Signature of resident Agent (if not same as Attorney-in-Fact)]</td>
</tr>
<tr>
<td>(Title of signatory)</td>
<td>(Tennessee license number of Agent or Attorney-in-Fact)</td>
</tr>
</tbody>
</table>
THREE YEAR ROOF BOND
standard form for construction contracts under the State Building Commission of Tennessee

BOND NO. SU144950

GENERAL INFORMATION:

Principal: Barnes & Brower, Inc.
Surety (Name): Arch Insurance Company
(Address): 3 Parkway, Suite 1500
Philadelphia, Pennsylvania 19102
Building Owner: State of Tennessee Board of Regents
Project: 166/007-05-2016
University of Memphis
Building Envelope Repairs
Project Contract Date: JUNE 15, 2017

KNOW ALL MEN BY THESE PRESENTS:
That we, the Principal and the Surety, are held and firmly bound unto the Building Owner in the amount of

Two Hundred Eight Thousand Seven Hundred Eighty Seven and no/one-
hundredths dollars ($208,787.00)

for the payment thereof in good and lawful money of the United States of America the Principal and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas, Principal has, by written agreement referenced above, entered into a contract (hereinafter referred to as "the Contract" and hereby referenced herein) with the Owner for the construction of the Project identified above.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall fully indemnify the Owner for all loss that the Owner may suffer by reason of any defective material and/or workmanship in the materials furnished for and the installation of the above referenced Project roofing system which become apparent during the period of three (3) years from the date of Substantial Completion of the above referenced Project roofing system, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety hereby agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work be performed thereunder or to the specifications accompanying the same shall in any way affect the obligations under this bond, and notice is hereby waived of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the specifications.
IN WITNESS WHEREOF the Principal has hereunto affixed its signature and Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this 15th day of JUNE, 2017

Executed in Two (2) counterparts.

Witness:

Barnes & Brower, Inc.  
(name of Principal)  
Authorized Signature: 
[Signature]  
(name of signatory)  
Vice President  
(title of signatory)  

Arch Insurance Company  
(name of Surety)  

[Signature]  
(signature of Attorney-in-fact)  

Mary H. Tilbott, Attorney In-Fact  
(name of Attorney-in-fact)  

657226  
(Tennessee license number of Agent or Attorney-in-fact)  

(countersignature of resident Agent if not same as Attorney-in-fact)

SURETY COMPANY ISSUING BOND SHALL BE LICENSED TO TRANSACT BUSINESS IN STATE OF TENNESSEE BY TENNESSEE DEPARTMENT OF COMMERCE AND INSURANCE. BONDS SHALL HAVE CERTIFIED CURRENT POWER-OF-ATTORNEY FOR THE SURETY’S ATTORNEY-IN-FACT ATTACHED. ATTORNEY-IN-FACT WHO EXECUTES BOND ON BEHALF OF SURETY SHALL BE LICENSED BY AND A RESIDENT OF STATE OF TENNESSEE, AND SHALL AFFIX LICENSE NUMBER TO BOND; OR,  
COUNTERSIGNATURE BY A LICENSED AGENT WHO IS A RESIDENT OF STATE OF TENNESSEE, AND THE AGENT’S LICENSE NUMBER, SHALL BE AFFIXED TO THE BOND IN ADDITION TO THE SIGNATURE OF THE ATTORNEY-IN-FACT.
THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWERS OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Alex E. Mathis, Mary H. Tibbetts and S. Eugene Mathis, Jr. of Memphis, TN (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the sum and amount not exceeding Ninety Million Dollars ($90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be binding upon the said Company absolutely, and shall be binding as if the same had been duly executed and acknowledged by its regularly elected Officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary having full force and effect:

VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorney-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations customary in the manner thereto, and any such officers of the Company may appoint agents for acceptance of bonds.

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.
In Testimony Whereof, the Company has caused this Instrument to be signed and its corporate seal to be affixed by their authorized officers, the 16th day of March, 2017.

Attested and Certified

Patrick K. Nails, Secretary

Arch Insurance Company

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Helen Szafrañ, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelson personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and verbally acknowledged that they were thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Helen Szafrañ, Notary Public
My commission expires 10/03/2017

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated March 10, 2017 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelson, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 16th day of March, 2017.

Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102
<table>
<thead>
<tr>
<th>Project Information Tracking System</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Information</strong></td>
</tr>
<tr>
<td>Designer: Fleming/Associates/Architects, P.C.</td>
</tr>
<tr>
<td>Designer Contact: Lisa Wynn</td>
</tr>
<tr>
<td>Institution Contact: Tony Keller</td>
</tr>
<tr>
<td>Project Manager: Rob Bryant</td>
</tr>
<tr>
<td>Office Contact: Jeffrey Adams</td>
</tr>
<tr>
<td>Field Contact: Jeffi Desmany</td>
</tr>
<tr>
<td>Designer Coord.: CFDesigner</td>
</tr>
<tr>
<td>Design Complete: 06/12/2017</td>
</tr>
<tr>
<td>Design Complete Date: 06/12/2017</td>
</tr>
<tr>
<td>Project Close-Out: 06/27/2017</td>
</tr>
<tr>
<td>Project Close-Out Date: 06/27/2017</td>
</tr>
<tr>
<td>Project Description:</td>
</tr>
<tr>
<td>Restore brick and building facade on educational and general buildings. Work to include structural repairs, brick repairs, back- painting, limestone repairs, concrete repairs, window replacement, door replacement, and seeding. Also, all parking areas, all site improvements, all site elements.</td>
</tr>
<tr>
<td><strong>Review</strong></td>
</tr>
<tr>
<td>Create Schedule</td>
</tr>
<tr>
<td>View Schedule</td>
</tr>
<tr>
<td>Designer Evaluation - Design Phase</td>
</tr>
<tr>
<td>Designer Evaluation - Construction Phase</td>
</tr>
<tr>
<td>Contractor Evaluation</td>
</tr>
</tbody>
</table>
### Designer Evaluation Report of Design Phase: SBC-7

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bldg: Building</td>
<td>Type: 11</td>
<td>Inst: Tony Poleski</td>
<td>DDP: 01/27/2017</td>
</tr>
<tr>
<td>Loca: LaM</td>
<td>Central Office</td>
<td>CMgr: James R. Adams</td>
<td>CDP: 03/20/2017</td>
</tr>
<tr>
<td>Desi: Fleming/Associates/Architects, P.C.</td>
<td>Construction Rep: Jerry Cleaves</td>
<td>Bid: 03/31/2017</td>
<td></td>
</tr>
<tr>
<td>Designer Contact: Use Name</td>
<td>Targ: 2,006,177.00</td>
<td>Dev: 08/13/2017</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>CAG: 05/15/2017</td>
</tr>
<tr>
<td>Desi: Fleming/Associates/Architects, P.C.</td>
<td>166007-05-2016</td>
<td>NIP: 06/20/2017</td>
<td></td>
</tr>
<tr>
<td>Stru:</td>
<td>Form: DB</td>
<td>Orbit: 223,283.00</td>
<td>OSC: 10/13/2018</td>
</tr>
<tr>
<td>Mech:</td>
<td>Mod: 0</td>
<td>Cur$: 223,283.00</td>
<td>83% Paid</td>
</tr>
<tr>
<td>Elec:</td>
<td>Pay: 14</td>
<td>Exp$: 165,079.26</td>
<td>ASC:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Fin:</td>
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<tr>
<td>Cont: Barnes &amp; Brower, Inc.</td>
<td>166007-05-2016</td>
<td>GEv:</td>
<td></td>
</tr>
<tr>
<td>Srty: Arch Insurance Company</td>
<td>Form: CG</td>
<td>Orbit: 2,308,177.00</td>
<td>32% Time</td>
</tr>
<tr>
<td>Clic: 52754</td>
<td>Cur$: 2,304,941.62</td>
<td>43% Work</td>
<td>Win:</td>
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<tr>
<td></td>
<td>Pay: 8</td>
<td>Exp$: 938,773.49</td>
<td>41% Paid</td>
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<tr>
<td>Date: Jan 04, 2018</td>
<td>Rtn: 49,409.13</td>
<td>2% Rtn:</td>
<td></td>
</tr>
</tbody>
</table>

1 - BELOW STANDARD, 2 - STANDARD, 3 - ABOVE STANDARD - CHECK APPROPRIATE BOX

<table>
<thead>
<tr>
<th></th>
<th>1</th>
<th>2</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>FACILITATES PROGRAM PHASE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>EVALUATION OF EXISTING SITE AND BUILDING CONDITIONS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>PROJECT SATISFIES REGULATORY AGENCIES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>DESIGN IS APPROPRIATE &amp; MEETS PROGRAM OBJECTIVES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>COMPLETENESS &amp; ACCURACY OF SDP &amp; DDP DOCUMENTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>COMPLETENESS &amp; ACCURACY OF CDP DOCUMENTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>DESIGNER'S MANAGEMENT OF CONSULTANTS PERFORMANCE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>TIMELY ADHERENCE TO SCHEDULE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>ACCURACY OF CONSTRUCTION COST ESTIMATE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>WORKING RELATIONSHIP WITH USER AGENCY AND OFD</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EVALUATOR'S NAME</th>
<th>DESIGNER'S NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evaluator's Signature</td>
<td>Designer's Signature</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>

Apr 99 CFD F566 Designer Evaluation of Design Phase
Lisa,

The subject contract forms have been found in good order, and are being routed within TBR for final execution. Award is still not guaranteed, but the signature process typically takes about a week, and award is pretty likely at that point. Now is a good time to work on scheduling a Pre-Construction Conference with the Construction Representative and the Contractor. This should be easy to accomplish so that the Conference can occur as soon as possible after the award. When you conduct the Conference, please follow the further instructions and agenda provided in the Designers’ Manual 6.02.

Thanks,

Rilla

Rilla L. Froggatt, CCCA
Bid & Contract Manager
Office of Facilities Development
Tennessee Board of Regents
1 Bridgestone Park
Nashville, TN 37214
Tel: (615) 366-3908
Fax: (615) 365-1512
rilla.froggatt@tbr.edu
Rilla Froggatt

From: Rilla Froggatt
Sent: Monday, June 19, 2017 10:21 AM
To: Mary Mansour
Subject: 166/007-05-2016 UoM Building Envelope Repairs

Mary,

Below you will see information for retainage program and Department of Revenue contract reporting.

<table>
<thead>
<tr>
<th>SBC Project Number</th>
<th>166/007-05-2016</th>
</tr>
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<tbody>
<tr>
<td>Institution</td>
<td>University of Memphis</td>
</tr>
<tr>
<td>Project Name</td>
<td>Building Envelope Repairs</td>
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<tr>
<td>Contractors Name</td>
<td>Barnes &amp; Brower, Inc.</td>
</tr>
<tr>
<td>Contractor's address</td>
<td>3787 Old Getwell Road, Memphis, TN 38118</td>
</tr>
<tr>
<td>Contract Amount</td>
<td>Two Million Three Hundred Six Thousand One Hundred Seventy Seven and no/one-hundredths dollars</td>
</tr>
<tr>
<td>Designers Name</td>
<td>Fleming Architects</td>
</tr>
<tr>
<td>Contract Date</td>
<td>June 15, 2017</td>
</tr>
</tbody>
</table>

Rilla

Rilla L. Froggatt, CCCA
Bid & Contract Manager
Office of Administration and Facilities Development

Tennessee Board of Regents
1 Bridgestone Park, 3rd Floor, Nashville, Tennessee 37214-2428
(615) 366-3908 rilla.froggatt@tbr.edu
### Project Information Tracking System

#### Construction

**166/007-05-2016**

<table>
<thead>
<tr>
<th>Meeting</th>
<th>UoM</th>
<th>Building</th>
<th>Envelope Repairs</th>
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<tbody>
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<td>Addrs: No</td>
<td>Apg: 06/15/17</td>
<td>Award: 2,306,177.00</td>
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<tr>
<td>Inv: Tony Peeble</td>
<td>SHPP: No</td>
<td>Med: 06/20/17</td>
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<tr>
<td>CMG:</td>
<td>Col: Bank</td>
<td>Dec: 10/22/16</td>
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<td>CMG: Jerry Cleaves</td>
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<td></td>
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<tr>
<td>Lbr: Lisa Naimie</td>
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<td>0.99% Current: 2,304,941.62</td>
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<td>+ 1 Pending: 44,178.20</td>
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**Super: Steve Smith 401-275-9789** replaced 23 June ’17 with Hunter Parham 662-914-6309/UP1 Brick Replacement $7555 @ $37.80/UP1 Shelf Angle $6.40 @

**Notes:**
- $25.30 UP3 Tack Point $42.95 @ $24.60
- UP4 Helical Faux 25EA @ $1,380.00
- UPS Concrete Repair Mortar RCP @ $500.00
- UPS Jones Hall Jamb Stone BEA @ $300.00
- UPS Jones Hall Headstone BEA @ $480.00
- UPS Briter Hall Cap Stone DBA @ $852.00
- UPS Briter Hall Face Stone 4EA @ $360.00

#### Construction Contract Detail

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**Edit Links**

- Essence
- Support
- Financial
- Benchmarks
- Notes
**Bid Management**

Project Number: 166/007-05-2016

**Successful**

**Solicitation**
- Solicitor: Fleming/Associates/Architects, P.C.
  - Address: 5101 Wheels Dr., Suite 215
  - Phone: (901) 767-3024
- Bidder: Central Office
- Bid Name: Building Envelope Repairs
- Location: UoM
- Memphis, TN

**Brief Project Description**
- Exterior masonry repairs, windows replacement, roof canopy repairs, and related abatement.

**TARGET**
- Amount: $2,450,000.00
- MCC: $2,005,000.00
- Plan Deposit: $150.00

**Bid**
- Delivery Method: Bid
- Place: Memphis
- Submittal Deadline: Wednesday, May 10, 2017, 2:00PM CT

**Starting**
- Posting Date: Apr 12, 2017
- Started: Mar 31, 2017

**Bid Documents**

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**Resolution**

- Number of bids received: 4
- Lowest Bid Amount: $2,306,177.00
- Targeted Amount by: $143,823.00 (6.87%)
- LOW BIDDER: Rank 1

**Recommendation**
- Designer: 05/11/2017
- Owner: 05/15/2017

**Award**
- Includes: Base Bid + Alt 2 & Alt 4

**Contract**
- Length: 500.00
- Duration: 480
- Date: 06/02/2017
- Returned: 06/06/2017
- Construction Rep: Janey Cleave

**Roof Bond Info**
- Amount: 268,787.00
Mr. Barnes,

Attached pdf is a signed & executed copy of the subject project contract. An original will follow in the mail.

Regards,

Rilla

Rilla L. Froggatt, CCCA
Bid & Contract Manager
Office of Administration and Facilities Development Tennessee Board of Regents
1 Bridgestone Park, 3rd Floor, Nashville, Tennessee 37214-2428 www.tbr.edu
(615) 366-3908 rilla.froggatt@tbr.edu
Jeff Barnes  
President  
Barnes & Brower, Inc.  
3787 Old Getwell Road  
Memphis, TN 38118  

RE: 166/007-05-2016  
University of Memphis  
Building Envelope Repairs  

Dear Mr. Barnes:

Enclosed herewith is your counterpart of the fully executed Agreement and bond(s) for the above referenced project. It is my pleasure to award this Contract to you.

Designer will coordinate a Pre-Construction Conference, if not already doing so. In addition to representatives of Designer and Contractor, our construction representative will attend, and you should have as many of your major subcontractors and suppliers in attendance as you can muster, as required by the Contract.

Notice to Proceed is normally issued at the Pre-Construction Conference.

Your attention to this matter is appreciated.

Sincerely,

Rilla Froggatt  
Contract Manager  

Date: 6/15/17

Enclosures

c: Designer w/ counterpart: Lisa B. Namie @ Fleming Architects  
   Construction Representative w/ copy: Jerry Cleaves
### Construction Contract

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<th>A: 01/08/18</th>
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<td>Inst: Tony Potest</td>
<td>SHHPP: No</td>
<td>N: -</td>
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<tr>
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<td>C:</td>
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<td>Date: 01/08/18</td>
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<tr>
<td>CM: Jeff Barnes</td>
<td>Time:</td>
<td>P:</td>
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<td></td>
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</table>

**Notes:**

No Contracts were found for this project.

---

**Click "Upload"**

**Contract File Choose File No File Chosen**

**Click PDF File From Desktop**

**Contract File Choose File 07-02-17 Construct Contract PDF**

**Contract Has Been Uploaded Date Created 08/01/2018**

**Time**
After receiving this contract back from the contractor on 6/1/17, I have verified the following items.

- [ ] PITS updated
- [ ] Two original copies signed by the contractor are present as sent
- [ ] Contractor and subcontractors are licensed in Tennessee and in good standing
- [ ] W-9, and Agreement for Automatic Deposit are present and filled out properly.
- [ ] Certificate of Insurance is attached with The Board of Regents as certificate holder and contractor named as insured and Companies affording coverage are licensed in Tennessee for general liability
- [ ] Checked that the Contract Bond is filled out properly and confirmed that the bonding company is licensed to write surety bonds in Tennessee and is in good standing
- [ ] Power of Attorney is present and the name matches that on the Contract Bond
- [ ] This project was approved by the SBC on 7/25/16 and conforms to the approval granted
- [ ] Designer Evaluation printed and given to Project Manager on 6/12/17
- [ ] SWPPP applies ___ Yes or ___ No
- [ ] Commissioning specified: ___ BASIC
- [ ] Asbestos / Hazardous Materials applies ___ Yes or ___ No

Rilla Froggatt  
Contract Manager  
Date 6/12/17
Rilla Froggatt

From: Robert Bryant  
Sent: Thursday, May 11, 2017 9:46 AM  
To: Lisa Namie; Rilla Froggatt  
Cc: Angela Arnold  
Subject: RE: U of M building envelope Repairs SBC#166/007-05-2016

Lisa,

The campus can afford Alts 2 & 4 without changing the low bidder, so this would be acceptable. This option unfortunately leaves $150K “on the table”. Alternatively, they could accept Alt 1 only, by reducing the contingency $100K; but this would reduce contingency to 8%, which I think is risky for a renovation job.

Rob

From: Lisa Namie [mailto:LNamie@flemingarchitects.com]  
Sent: Wednesday, May 10, 2017 4:14 PM  
To: Rilla Froggatt <Rilla.Froggatt@tbr.edu>  
Cc: Robert Bryant <Robert.Bryant@tbr.edu>; Angela Arnold <AArnold@flemingarchitects.com>  
Subject: U of M building envelope Repairs SBC#166/007-05-2016

Rilla – I just talked to Jeff Barnes at Barnes and Brower. He says he is “99.9%” sure he is good with his numbers. I asked him to put that in writing and shoot me an email within 24 hours.

It is up to the University to decide on alternates. My suggestion would be to go with Alternate #2 Ellington Hall window replacement since there is associated brick work adjacent to the new windows.

Thanks, Rilla.

- Lisa

Lisa Namie, AIA, CSI  
Architect

FLEMING ARCHITECTS
5101 Wheeler Drive, Suite 215  
Memphis, TN 38117  
O: 901.787.3924 | F: 901.787.7136  
E: Lnamie@flemingarchitects.com | www.flemingarchitects.com | Facebook

This email, including any attachments, contains information that is confidential and may be privileged. If you believe that you received this email in error, please delete it and notify the sender as soon as possible. Thank you.
Rilla Foggatt

From: Stokey Bourque <Stokey.Bourque@tn.gov>
Sent: Thursday, May 25, 2017 7:52 AM
To: Rilla Foggatt
Cc: Vicky Rodriguez; Stokey Bourque
Subject: For approval, UoM Building Envelope Repairs, SBC 166/007-05-2016
Attachments: FW: TBR instructions for bidders; 166.007.05.2016 construction.pdf

Importance: High

Rilla,

We got it squared away with Dick. Attached contact contains OSA’s signature of approval. Let me know if anything further is needed.

Thank you,

Stokey Bourque | Compliance Office of the State Architect State of Tennessee Department of Treasury Andrew Jackson Building 502 Deaderick Street, 13th Floor Nashville, TN 37243 Office: (615) 741-7719 Email: Stokey.Bourque@tn.gov http://www.tn.gov/finance/section/fa-osa http://www.treasury.state.tn.us/

-----Original Message-----
From: Rilla Foggatt [mailto:Rilla.Foggatt@tbr.edu]
Sent: Saturday, May 20, 2017 6:40 PM
To: Vicky Rodriguez; Stokey Bourque
Cc: Crystal Collins; Steven Gentile
Subject: 166/007-05-2016 UoM Building Envelope Repairs

Vicky,

Attached is a pdf file containing the following contract: 166/007-05-2016 UoM Building Envelope Repairs (Barnes & Brower, Inc.) is pending your approval.

DDP Estimate is included in pdf.

Let me know if there is anything else you need.

Please expedite this contract and the last one sent today.

Thanks so much!
Office of the State Architect  
Checklist of Required Support Documents  
for Approval of Design and Construction Contracts

The State Architect reviews all design and construction contracts to ensure they are in compliance with Statute, Policy and the SBC action before signing them. In order to make that determination, the OSA requests certain documents be included with these contracts, such as current SBC-1 form, bid tab, etc.

There are other supporting documents that are required to be attached to the contract. The OSA wants to make sure the SPAs are aware of these documents and the fact that this office has not reviewed them if they are not attached. Therefore, for auditing purposes, this checklist indicates the items that have been reviewed by the OSA and leaves the responsibility for the non-reviewed items to the SPA for verification of compliance with SBC Policy prior to final contract execution. Those checklist items with an (*) represent the minimum requirements before issuing the State Architect's approval signature.

□ DESIGN CONTRACT

☐ Contract *
☐ Current approved project SBC-1 form *
☐ Designer fee calculation sheet *
☐ Signature by designer
☐ Copy of ESC approval of designer selection for the particular project
☐ Certificate of professional liability insurance
☐ Attestation form regarding illegal immigrants

☑ CONSTRUCTION CONTRACT

☑ Contract *
☑ Current approved SBC-1 form *
☑ Bid tab *
☑ Designer recommendation letter *
☑ Designer's DDP construction cost estimate *
☐ Signature by contractor
☐ Executed Performance and Payment Bond (for contracts > $100,000)
☐ Executed Surety Bond (if applicable)
☐ Current Certificate of Liability Insurance (commercial general liability; worker's comp, builders' risk)

SBC Project No: 186/007-05-2016
Date: 05/25/2017

OSA_ContractChecklist_March2016
Katrina Terrett

From: Jeff Barnes <jrbarnes@barnesandbrower.com>
Sent: Friday, May 12, 2017 11:33 AM
To: Lisa Namie
Cc: Katrina Terrett
Subject: Re: U of M Building Envelope Repairs

Barnes & Brower Inc. is good with our bid on the above project. We look forward to a successful project with you guys.

Jeff Barnes  
Barnes & Brower, Inc  
3767 Old Getwell  
Memphis TN 38118  
Phone 901-794-3481  
Fax 901-794-3482

On 5/12/2017 10:21 AM, Lisa Namie wrote:
> Good Morning, Jeff- can you email me
> A short note confirming your bid so I can include with my letter of recommendation to TBR? We will accept Alternatives 2 and 4 in the contract. That would be for Ellington windows and manning film. That still gets us below the TBR target.
> U of M us ready to move forward.
> Thank you
> Lisa
> > Sent from my iPhone
Rilla Froggatt

From: Rilla Froggatt
Sent: Friday, March 31, 2017 4:12 PM
To: Robert Bryant
Cc: Lisa Namie; slandwehr@flemingarchitects.com; jclaves@memphis.edu; Keith King; Constance Butts; Karin Davis (kDavis22)
Subject: 166/007-05-2016 UoM Building Envelope Repairs
Attachments: Designer letter Jerry Cleaves NOTICE OF BID DATE.doc; Bid Ad Revised Memphis.doc

Rob,

Attached is a Notice to Designer displaying the project name, location, bid date and time. Please have the Designer insert the BID DATE & TIME into the Invitation to Bid. This project will be posted to our website Wednesday April 12, 2017.

COMMENTS

SECTION 001116 INVITATION TO BID, OMIT JAMES L. NABORS AND INSERT CONSTANCE BUTTS, Assistant Director Procurement & Contract Services. FYI...Constance replaced James Nabors since he retired last year. Her phone number: 901-678-2353

SECTION 011000 SUMMARY OF WORK, (IF THE WORK IS TO BE PHASED, AS INDICATED ON THE BID FORM) REVISE THE SUMMARY OF WORK, 1.04 DESCRIPTION OF WORK, TO SPECIFICALLY DESCRIBE PHASE 1 & PHASE 2, WHEN IT IS TO COMMENCE, AND WHAT THE WORK OF EACH PHASE WILL BE, AND WHETHER THE PHASES ARE CONSECUTIVE OR CONCURRENT. MAKE SURE THE BID FORM IS REVISED WITH THE SAME INFORMATION ALONG WITH PROPER LD’S.

Please have the Designer return to me 1 project manual in a 3-ring binder & a full size set of drawings for OFD file.

Project Management’s comments....ATTENTION DESIGNER:

In addition to providing 1 complete hard copy mentioned above (1 copy in a 3-ring binder for OFD file) and 1 hard copy for Jerry Cleaves, Construction Representative, the designer is required to provide (via email, disc or flash drive) the project manager an electronic copy of the specifications and drawings in PDF format at the time of advertisement for bid.

Also, please make sure the Designer copies Jerry Cleaves & I with all addenda issued.
Contact information for Jerry is attached to this email.

Rilla

Rilla L. Froggatt, CCCA
Bid & Contract Manager
Office of Administration and Facilities Development

The College System of Tennessee

Tennessee Board of Regents
1 Bridgestone Park, 3rd Floor, Nashville, Tennessee 37214-2428
www.tbr.edu
(615) 366-3908 rilla.froggatt@tbr.edu
NOTICE TO DESIGNER

Bids are invited for General Contract for the Work of following project(s). Examine documents at Designer's office or Plan Rooms. Obtain documents from Designer per Instructions to Bidders. Plan Deposits must be certified or cashier's check payable to STATE OF TENNESSEE, payable in U.S. Dollars drawn on a U.S. bank. Bidders bidding $25,000 or more must be licensed per state law. Five percent (5%) Bid Security may be required. Prevailing Wage law applies to contract if $50,000 or more or determined to require Highway rates. Non-Discrimination policy applies.

Project: SBC Project No. 166/007-05-2016
University of Memphis
Building Envelope Repairs
Memphis, Tennessee

Bids Received: At The University of Memphis
Purchasing Department
Room 115 Administration Building
3720 Alumni Drive
Memphis, Tennessee 38152-3370
until 2:00 pm local time Wednesday 10 May 2017

Designer: Fleming Architects
5101 Wheels Drive, Suite 215
Memphis, TN 38117
Contact: Lisa Namie
Email: lnamie@flemingarchitects.com
Phone: 901-767-3924
Bid Date: 5/10/17
2:00 PM @ Memphis

Bid Date Request
March 30, 2017  4:00 pm

SBC Number: 166/007-05-2016
Location: UoM
County: Shelby
Building: Building
Subproject: Envelope Repairs
Designer Firm: Fleming/Associates/Architects, P.C.
Designer Rep: Lisa Name
Project Manager: Rob Bryant
Construction Rep: Jerry Cleaves

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Project Description:
Restore brick and building facade on education and general buildings. Work to include structural repairs, brick repairs, tuck-pointing, limestone repair, concrete repair, window replacement, door replacement, and caulking. All #1 Manning Hall, All #2 Hayden Windows, All #3 Ellington Windows, All #4 Clement Windows.

lname@flemingarchitects.com
901-484-7000 - Cell

Designer DDP Estimate:
$2,447,304.00

Status: 4 - CDP - In Constr-Des
Fire Marshall: No
Square Feet: 0

*Bid Post: 6/12/17
Actual SDP: 11/18/2016
Actual DDP: 01/27/2017
Actual CDP: 03/30/2017
Requested BID: 05/10/2017
Bid

to the State of Tennessee
Tennessee Board of Regents

for

PROJECT: SBC No. 166/007-05-2016
Institution/Location: University of Memphis
Name of Work: Building Envelope Repairs
Designer: Fleming Architects
Bid deadline: Time: 2:00 p.m. Date: 5-10, 2017

Any blank spaces may cause bid to be unacceptable and rejected.

Bidder Identification:
Bidder: Barnes & Browser, Inc.
Address: 3787 Old Getwell Road, Memphis, TN 38118

Tennessee Contractor License Information:
License Number 52754
License Classification applicable to Project BC: MU: HRA
License expiration date 07/31/2019 ($ UNLIMITED)

If work is required for trades listed below, list subcontractor(s) that will perform that work. If Bidder will perform that work with Bidder's own forces, fill in Bidder's name as subcontractor. If there is no work in a category, write "None Required" in the space. If acceptance of alternate or combination of alternates changes subcontractor, so indicate. Provide state contractor license number, expiration date, and applicable classifications for bidder and listed sub contractors. If value of subcontractor's work is such that no license is required, and subcontractor is unlicensed, fill in "N/A" in the license number column, but still fill in name.

Subcontractors to be used on this Project:

<table>
<thead>
<tr>
<th>Trade</th>
<th>License Number</th>
<th>Exp Date</th>
<th>Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical</td>
<td>41017</td>
<td>11-30-17</td>
<td>CE</td>
</tr>
<tr>
<td>Plumbing</td>
<td>5211</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HVAC</td>
<td>5211</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Geothermal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Masonry</td>
<td>49900</td>
<td>11-30-15</td>
<td>LM</td>
</tr>
<tr>
<td>Roofing</td>
<td>42911</td>
<td>2-28-19</td>
<td>GC</td>
</tr>
</tbody>
</table>

This Bid Envelope approved for public opening

Signature of Designer or his representative

Construction Bid Envelope
BID FORM

TO: STATE OF TENNESSEE
for the PROJECT: University of Memphis
Building Envelope Repairs
SBC No. 166/007-05-2016

A. This Bidder hereby acknowledges, attests, certifies, warrants, and assures that:

1. This Bidder has received, read, and understands the Bidding Documents, has visited the site and become familiar with local conditions under which work is to be performed, has correlated observations with requirements of Bidding Documents, and makes this bid in accordance therewith.

2. Procurement Requirements documents included or referenced in Sections 00 30 00 through 00 39 89 provide Available Information that was prepared solely for Designer's use in design of this Work and have not been relied upon in the preparation of this bid. The use and interpretation of such information for any purposes is entirely the responsibility of the using party.

3. Contractors and subcontractors disqualified from participating in State Building Commission projects shall not be used to perform work under the contract that may result.

4. This Bidder shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor or consultant who will utilize the services of an illegal immigrant in the performance of this Contract.

5. Failure to complete Bid Form, provide required attachments, or comply otherwise with the instructions to Bidders, may be cause for rejection of bid.

6. The person who signs this bid on behalf of Bidder is legally empowered to bind Bidder to a Contract.

7. Bid Security, in the amount of five percent (5%) of the total amount bid, is attached hereto.

8. The following statement is (mark the one that is applicable)
   [ ] True  The Bidder and/or any of the Bidder's employees, agents, independent contractors and/or proposed subcontractors have been convicted of, pled guilty to, or pled nolo contendere to any criminal offense involving a public contract.
   [ ] False

9. This Bidder has received the following addenda:
   Addendum No 1 dated April 27, 2017
   Addendum No 2 dated May 4, 2017
   Addendum No

B. This Bidder agrees to:

1. Honor this bid for a period of forty five (45) days following the date of the scheduled opening of bids.

2. Enter into and execute a contract, if presented on the basis of this bid, and furnish certificate(s) of insurance and other documents related to the contract as required, including, if the Contract Sum exceeds one-hundred-thousand dollars ($100,000), the Contract Bond.

3. If a Contract Bond is required per B.2 above, also provide the Three Year Roof Bond in the amount of
   In the amount equal to 10% of the Base Bid.

4. Accomplish the Work in accordance with the Contract Documents.
5. Achieve Substantial Completion of the Work **480** calendar days from and including the date stipulated in the Notice to Proceed.

6. Accept the conditions for Liquidated Damages in the amount of **$500.00** per calendar day.

C. **BASE BID:**
This Bidder agrees to complete the Work of the Base Bid for this project for the lump sum of (show amount in both words and figures):

**TWO MILLION EIGHTY SEVEN THOUSAND and 00/100ths Dollars**

$2,087,870

D. **ALTERNATES:**
This Bidder agrees to include work of the following alternates as specified (See Section 01 23 00) for the additional amounts listed:

**Alternate No. 1:** Window Replacement at Clement Hall

**FOUR HUNDRED FIFTY THREE THOUSAND and 00/100ths Dollars**

$453,791.00

**Alternate No. 2:** Window Replacement at Ellington Hall

**ONE HUNDRED THIRTY THREE THOUSAND and 00/100ths Dollars**

$133,440.00

**Alternate No. 3:** Window Replacement at Hayden Hall

**THREE HUNDRED EIGHTY EIGHT THOUSAND and 00/100ths Dollars**

$388,731.00

**Alternate No. 4:** Window Film Installation at Manning Hall

**EIGHTY FOUR THOUSAND EIGHT HUNDRED and 00/100ths Dollars**

$84,867.00
E. UNIT PRICES:
This bidder has included Base Quantities of Unit Price Items in the Base Bid and Alternates, as specified, and proposes the following Unit Prices for use in the construction contract, if accepted by Owner:

<table>
<thead>
<tr>
<th>Item</th>
<th>Item Description</th>
<th>Unit Price</th>
<th>Unit of Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Brick Replacement</td>
<td>$37.80</td>
<td>per S.F.</td>
</tr>
<tr>
<td>2.</td>
<td>Shelf Angle Replacement</td>
<td>$45.30</td>
<td>per L.F.</td>
</tr>
<tr>
<td>3.</td>
<td>Tuckpointing</td>
<td>$26.00</td>
<td>per S.F.</td>
</tr>
<tr>
<td>4.</td>
<td>Helical Piles</td>
<td>$1380.00</td>
<td>per EA.</td>
</tr>
<tr>
<td>5.</td>
<td>Concrete Repair Mortar</td>
<td>$360.00</td>
<td>per C.F.</td>
</tr>
<tr>
<td>6.</td>
<td>Jones Hall Window Jamb Stone Replacement</td>
<td>$330.00</td>
<td>per EA.</td>
</tr>
<tr>
<td>7.</td>
<td>Jones Hall Window Head Stone Replacement</td>
<td>$480.00</td>
<td>per EA.</td>
</tr>
<tr>
<td>8.</td>
<td>JW Brister Cap Stone Replacement</td>
<td>$862.00</td>
<td>per EA.</td>
</tr>
<tr>
<td>9.</td>
<td>JW Brister Facing Stone Replacement</td>
<td>$360.00</td>
<td>per EA.</td>
</tr>
</tbody>
</table>

Submitted by:

Authorized signature: [Signature]
Name and title: Jeff Barnes, President
On behalf of: Barnes & Brower, Inc.
Bidder's address: 3787 Old Getwell Road
Memphis, TN 38118
Bidder's telephone number: 901-794-3481
Bidder's fax number: 901-794-3482
Bidder's contact's email address: jebane@barnesandbrower.com
THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that
Barnes & Brower, Inc., 3787 Old Getwell Road, Memphis, Tennessee 38118

as Principal, hereinafter called the Principal, and
Arch Insurance Company, 3 Parkway, Suite 1500, Philadelphia, PA 19102

a corporation duly organized under the laws of the State of Missouri
as Surety, hereinafter called the Surety, are held and firmly bound unto
State of Tennessee

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent (5%) of the Attached Bid

Dollars ($ 5% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
University of Memphis Building Envelope Repairs - SBC Project No. 166007-05-2016

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 10th day of May 2017

[Signatures]

(Principal)

(Seal)

(Barnes & Brower, Inc.)

By:

(Title)

(Surety)

(Seal)

(Arch Insurance Company)

By:

(Title)

(Mary H. Tibbet, Attorney-In-Fact)
THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantee.

POWER OF ATTORNEY

Know All Persons By These Presents

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the “Company”) does hereby appoint

Alex E. Mathis, Mary H. Tibens and S. Eugene Mathis, Jr. of Memphis, TN (EACH)

its true and lawful Attorney(s) in Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surely, and as its act and deed

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars ($90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect.

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011.

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.
IN TESTIMONY WHEREOF, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 10th day of March, 2017.

Attested and Certified

Patrick K. Nails, Secretary

Arch Insurance Company

Electoral Seal 1981

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Helen Strohan, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the true and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Helen Strohan, Notary Public
My commission expires 10/03/2017

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated March 10, 2017 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate, and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 10th day of May, 2017.

Patrick K. Nails, Secretary

Please send all claim inquiries relating to this bond to the following address:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

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