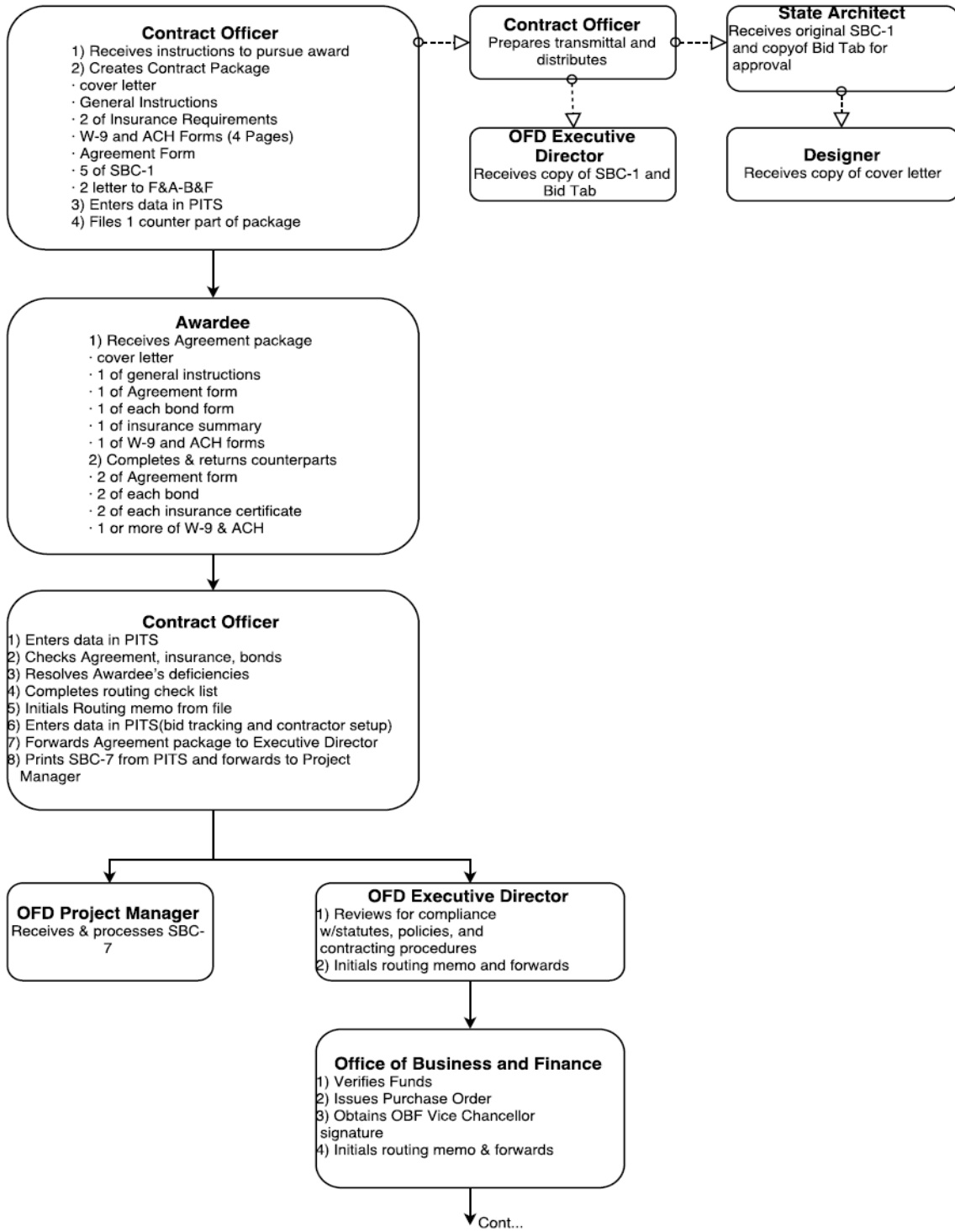


Construction Agreement

Construction Agreement 1

12/6/2017



Construction Agreement 2



Rilla Froggatt

OSA - CONTRACT APPROVAL REQUEST

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
Attachments: 07-05-16 Contract Approval.pdf

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

SBC1

1 Department: **Tennessee Board of Regents** Approved Current
 Project Title: **Building Envelope Reparis** 07/25/2016
 Institution: **UoM**
 City/County: **Memphis / Shelby** SBC No: **166/007-05-2016**

3			<u>New</u>	<u>Renovation</u>
<input type="checkbox"/>	Capital Outlay			
<input checked="" type="checkbox"/>	Capital Maintenance	Gross Sq. Ft.	0	0
<input type="checkbox"/>		Net Sq. Ft.	0	0
<input checked="" type="checkbox"/>	Designer Required	Cost/Sq. Ft.	\$0.00	\$0.00

4 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.

5	<u>Total Project</u>	<u>Allocation</u>			
	\$2,450,000.00	\$2,450,000.00	Building Construction		
	\$0.00	\$0.00	Site & Utilities		
	\$0.00	\$0.00	Built-in Equipment		
	\$2,450,000.00	\$2,450,000.00	Bid Target		
	\$245,000.00	\$245,000.00	Contingency	10.00%	10.00%
	\$2,695,000.00	\$2,695,000.00	M.A.C.C.		
	\$223,283.00	\$223,283.00	Fee	0.0000000	0.0000000
	\$0.00	\$0.00	Movable Equipment		Renovation
	\$0.00	\$0.00			
	\$0.00	\$0.00			
	\$81,717.00	\$81,717.00	Administration & Miscellaneous		
	\$3,000,000.00	\$3,000,000.00	Total Cost		

6 Funding

\$3,000,000.00	\$3,000,000.00	STATE Funds
\$0.00	\$0.00	FEDERAL Funds
\$0.00	\$0.00	
\$3,000,000.00	\$3,000,000.00	

7 Available Funding Sources

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

8 SBC Action	Date	Action
	07/14/2016	Approve project
	07/25/2016	Designer Selection

9 Designer Fleming/Associates/Architects, P.C.



University of Memphis
 Building Envelope Repairs
 SBC No. 166/007-05-2016
SCHEMATIC DESIGN COST ESTIMATE (REVISED)
 December 6, 2016

DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
General Conditions - Jobsite	16.00	MONTH	\$5,000.00	\$80,000.00
Masonry Repairs				
- Patterson Hall	1	LS	\$147,800.00	\$147,800.00
- Ellington Building	1	LS	\$29,688.00	\$29,688.00
- Brister	1	LS	\$139,892.00	\$139,892.00
- Administration Building	1	LS	\$168,848.00	\$168,848.00
- Jones Hall	1	LS	\$44,850.00	\$44,850.00
- Manning Hall	1	LS	\$41,475.00	\$41,475.00
- Psychology Building	1	LS	\$35,389.00	\$35,389.00
Demolition of Window Treatments				
- Mecho Shades (Jones Hall CR)	21	EA.	\$65.00	\$1,365.00
- Metal Blinds (Demo + New Installation)	688	EA.	\$75.00	\$51,600.00
- Curtains (Clement/Hayden/Admin)	8	EA.	\$15.00	\$120.00
- Wood Shutters (Clement)	2	EA.	\$100.00	\$200.00
Window Replacement				
- Clement Building	2,668	SF	\$65.00	\$173,420.00
- Ellington Building	350	SF	\$65.00	\$22,750.00
- Manning Hall	10,392	SF	\$65.00	\$675,480.00
- Administration Building	2,881	SF	\$65.00	\$187,265.00
- Jones Hall Cafeteria	570	SF	\$55.00	\$31,350.00
- Jones Hall Classroom	5,212	SF	\$55.00	\$286,660.00
- Hayden Hall	2,741	SF	\$65.00	\$178,165.00
- Robison Hall	3,562	SF	\$65.00	\$231,530.00
Reroof Canopies at Jones Hall (3)	500	SF	\$20.00	\$10,000.00
Soffit Repairs at Jones Hall Canopies (3)	500	SF	\$15.00	\$7,500.00
McCord Hall				
- Repair/Resolder Gutter	548	LF	\$18.00	\$9,864.00
- Tuckpoint Firewalls	400	SF	\$16.00	\$6,400.00
- Recaulk Step Flashing	184	LF	\$12.00	\$2,208.00
Subtotal				\$2,563,819.00
Subtotal Construction Cost				\$2,563,819.00
Insurance (1%)	1	LS	\$25,638.19	\$25,638.19
Performance and Payment Bond (1%)	1	LS	\$25,638.19	\$25,638.19
Contractor's Overhead and Fee (7%)	1	LS	\$183,056.68	\$183,056.68
TOTAL CONSTRUCTION COST				\$2,798,152.06

Suggested Alternates

1. Solar Shades at Jones Hall	\$57,000.00
2. Scates Hall Masonry and Handrails	\$58,500.00
3. Business and Economics Building	\$75,360.00
4. McCord Hall	\$18,472.00
	\$209,332.00
Target	\$2,450,000.00
MACC	\$2,695,000.00

Notes:

1. Mecho 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.



May 11, 2017

Res, 5/15/17

Rilla Froggatt
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: \$84,867.

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

A handwritten signature in blue ink that reads "Lisa B. Namie".

Lisa B. Namie, AIA
Senior Project Manager

Bid Tab		Page 1 of 12	Pursuant to the Invitation to Bid extended for The University of Memphis Building Envelope Repairs SBC No. 166/007-05-2016							Signature required only by Presiding Official. Others can be printed or typed.					
Bids opened in	Memphis	How many addenda issued:	2		bids and modifications must have been received here by 2:00 pm local time, Wednesday, May 10, 2017 I, thus declare the bidding closed, and now will proceed to open and read bids and modifications which have been received.							Prsiding Official <i>Kim D. Nodie</i> Designer represented by Lisa Namie			
Turnover	2,450,000	Contract Time	480 days									Owner represented by <i>Jerry Cleaves</i>			
MACC	2,695,000	Liquidated Damages	\$500 per day												
Regulated Subcontractors	Bidders (name, city, license number)	Cross Site	Adm Aid	Bid Secur	Excl Prices	Base Bid	All #1 Window Replacement Clement Hall	All #2 Window Replacement Ellington Hall	All #3 Window Replacement Hayden Hall	All #4 Window Film Installation Manning Hall	Other notations				
Electrical N/A Plumbing N/A HVAC N/A Geotherm N/A Masonry EME QUALITY MASONRY Roofing JERRY ROOFING & CLINT	Name Alpha Building Corp. City Memphis License Number 00032850	✓	2	B	✓	\$2,995,078.27	\$454,040.19	\$135,069.05	\$409,883.11	\$94,183.51					
Electrical DAVIS ELECTRIC Plumbing N/A HVAC N/A Geotherm N/A Masonry EME QUALITY MASONRY Roofing BAKER ROOFING	Name Barnes & Brower, Inc. City Memphis License Number 52754	✓	2	B	✓	2,087,870	453,791	133,440	388,734	84,867					
Electrical N/A Plumbing N/A HVAC N/A Geotherm N/A Masonry SWK Roofing JESSIE BAYBAY	Name Structural Waterproofing & Restoration, LLC City Memphis License Number 60654	✓	2	B	✓	2,300,000	463,000	123,000	355,000	168,000					
Electrical ROMANA ELECTRIC Plumbing DHR PLUMBING HVAC N/A Geotherm N/A Masonry HANCOCK CONSTRUCTION Roofing HANCOCK CONSTRUCTION	Name Viktor Hall Construction City Memphis License Number 63403	✓	2	B	✓	2,275,000	270,000	142,000	251,000	188,000					
Electrical Plumbing HVAC Geotherm Masonry Roofing	Name Wagner General Contractors, Inc. City Memphis License Number										NO BID				
Electrical Plumbing HVAC Geotherm Masonry Roofing	Name City License Number														

BID TAB
F555 - 1

Posted in Excel™ format
for all bid openings
July 2015 OFD F555 Page 1 of 2



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:
via the Contracting Agency:

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**
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.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:

Base Bid	\$2,087,870.00
Alternate Number Two	\$133,440.00
Alternate Number Four	\$84,867.00
Total	\$2,306,177.00

- 3.3 The following Unit Prices will be used as specified:

ITEM NAME	UNIT PRICE
1. Brick Replacement	\$37.80 per S.F.
2. Shelf Angle Replacement	\$45.30 per L.F.
3. Tuckpointing	\$26.00 per S.F.
4. Helical Piles	\$1,380.00 per EA
5. Concrete Repair Mortar	\$360.00 per C.F.
6. Jones Hall Window Jamb Stone Replacement	\$330.00 per EA
7. Jones Hall Window Head Stone Replacement	\$480.00 per EA
8. JW Brister Cap Stone Replacement	\$862.00 per EA
9. JW Brister Facing Stone Replacement	\$ 360.00 per EA

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 7:52 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 insure 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

Rilla Froggatt

From: Rilla Froggatt
Sent: Friday, June 2, 2017 4:47 PM
To: Jeff Barnes
Cc: Lisa Namie; jlclaves@memphis.edu; Robert Bryant
Subject: 166/007-05-2016 UoM Building Envelope Repair **ACH**
Attachments: C070516_BuildEnvRep.pdf; W-9.pdf; State of TN Supplier Direct Deposit Authorization
FINAL.PDF

3 PDF'S

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 RQUIRED IF A SUBCONTRACTOR IS PERFORMING ALL ABATEMENT WORK, SUBCONTRACTOR MAY PROVIDE A CERTIFICATE OF INSURANCE FOR ASBESTOS ABATEMENT INSURNACE 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



Tennessee Board of Regents
Office of Facilities Development
1 Bridgestone Park, Third Floor
Nashville, Tennessee 37214-2428

Telephone
615-366-3908
Facsimile
615-365-1512

Saturday, May 20, 2017

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.

GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Occurrence , that includes: Premises / Operations Underground, Explosion, Collapse Hazard Products / Completed Operations Personal Injury Contractual Independent Contractors Broad Form Property Damage	BI & PD Combined - General Aggregate: \$2,000,000 Each Occurrence: \$1,000,000 Personal Injury: \$50,000 <i>with employment exclusion deleted</i>
<p><i>The term "Commercial General Liability" shall mean <u>all</u> of the coverages listed as being included, above, unless specifically noted otherwise on the Certificate.</i></p> <p style="text-align: center;"><i>If above Liability coverage excludes risks associated with asbestos, then:</i> Asbestos Hazards Endorsement required \$500,000 <i>If a subcontractor is performing all abatement work, subcontractor may provide a Certificate of Insurance for Asbestos Abatement Insurance in lieu of Contractor.</i></p>	
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> Any Auto or <input checked="" type="checkbox"/> All Owned Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	BI & PD Combined - Combined Single Limit: \$500,000
<p><i>If no owned vehicles, or if <u>all</u> owned vehicles covered under a Scheduled policy, Contractor may provide written certification of such in lieu of Owned Auto policy.</i></p>	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Each Accident: \$100,000 Disease-Policy Limit: \$500,000 Disease-Each Employee: \$100,000
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

standard 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 date 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 furnishers of material on said Work both as provided by Tennessee Code Annotated Sections 4-15-102(f)(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 _____ day of _____, 20____.

Executed in _____ counterparts.

Witness:

<u>Barnes & Brower, Inc.</u> <i>(name of Principal)</i>	_____ <i>(name of Surety)</i>
_____ <i>(authorized signature)</i>	_____ <i>(signature of Attorney-in-fact)</i>
_____ <i>(name of signatory)</i>	_____ <i>(name of Attorney-in-fact)</i>
_____ <i>(title of signatory)</i>	_____ <i>(Tennessee license number of Agent or Attorney-in-fact)</i>
	_____ <i>(countersignature of resident Agent if not same as Attorney-in-fact)</i>

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 license 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)

(name of Surety)

(authorized signature)

(signature of Attorney-in-fact)

(name of signatory)

(name of Attorney-in-fact)

(title 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 license number, shall be affixed to the bond in addition to the signature of the 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:
via the Contracting Agency:

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**
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.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:

Base Bid	\$2,087,870.00
Alternate Number Two	\$133,440.00
Alternate Number Four	\$84,867.00
Total	\$2,306,177.00

- 3.3 The following Unit Prices will be used as specified:



ITEM NAME	UNIT PRICE
1. Brick Replacement	\$37.80 per S.F.
2. Shelf Angle Replacement	\$45.30 per L.F.
3. Tuckpointing	\$26.00 per S.F.
4. Helical Piles	\$1,380.00 per EA
5. Concrete Repair Mortar	\$360.00 per C.F.
6. Jones Hall Window Jamb Stone Replacement	\$330.00 per EA
7. Jones Hall Window Head Stone Replacement	\$480.00 per EA
8. JW Brister Cap Stone Replacement	\$862.00 per EA
9. JW Brister Facing Stone Replacement	\$ 360.00 per EA

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



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		
<input type="checkbox"/> New		
<input type="checkbox"/> Change Existing Account: Enter Existing Routing No: <input type="text"/> Existing Account No: <input type="text"/>		
SECTION 2: ACCOUNT HOLDER INFORMATION		
Name (as shown on your income tax return): <input type="text"/>		
Business Name, if different from above: <input type="text"/>		
Federal Employer Identification Number (FEIN): <input type="text"/> or Social Security Number (SSN): <input type="text"/>		
Enter the address that should be associated with the account number:		
Address Line 1: <input type="text"/>		
Address Line 2: <input type="text"/>		
City: <input type="text"/>	State: <input type="text"/>	Zip Code: <input type="text"/>
Contact Name: <input type="text"/>	Telephone: <input type="text"/>	
Enter the email address to which the remittance advices should be routed:		
Email: <input type="text"/>		
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 <input type="radio"/> No <input type="radio"/>		
Account Type: Checking <input type="radio"/> Savings <input type="radio"/>		
Financial Institution Name: <input type="text"/>		
Routing Number: <input type="text"/> Account Number: <input type="text"/>		
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: <input type="text"/>		
Authorized Signature: <input type="text"/>		Date: <input type="text"/>
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: <input type="text"/>	Representative Signature: <input type="text"/>	
Title of Representative: <input type="text"/>	Date: <input type="text"/>	
Business Fax Number: <input type="text"/>	Business Phone Number: <input type="text"/>	
Mailing Address: <input type="text"/>		
City: <input type="text"/>	State: <input type="text"/>	Zip Code: <input type="text"/>



**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 requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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 created or organized 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 301.7701-7).

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 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor 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 elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien 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 U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable 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 required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax 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 dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payees code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

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 no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it 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 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/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.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

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

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(j)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

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 and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee* code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. 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 previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN or:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ⁴
5. Sole proprietorship or disregarded entity owned by an individual	The owner ⁵
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁶
For this type of account:	Give name and EIN or:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title. Also see *Special rules for partnerships* on page 2.

⁵ Note. Grantor also must provide a Form W-9 to trustee of trust.

⁶ Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-629-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

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 report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

PITS RESOLUTION SCREEN

166/007-05-2016	UoM	Building	Envelope Repairs
Resolution			
Status: Successful		Bid Name: Building Envelope Repairs	
Location: UoM		Construction Rep: Jerry Cleaves	
Deficiencies		Low Bidder	
Insurance Error: No		Contractor: Barnes & Brower, Inc.	
Agreement Error: No		3787 Old Getwell Road	
C-Bond Error: No		Memphis, TN 38118	
C-Bond PoA Error: No		Phone: (901) 794-3481	
R-Bond Error: No		Contact Person: Jeff Barnes	
R-Bond PoA Error: No		Rank: 1	
		Contractor License: 52754	
Award Info		Dates	
Number of Bids Received: 4		Designer Recommendation: 05/11/2017	
Contract Form: CG		Owner Recommendation: 05/15/2017	
Contract Length: 480 days		Sent to Contractor: 06/02/2017	
Liquidated Damages: 500.00		Returned: 06/06/2017	
Under or Over Target: Under by 5.87%		On Hold Date:	
Includes: Base Bid + Alt 2 & Alt 4		Corrected Date:	
Amount Under/Over Target \$ 143,823.00		B/CO Apprvd: 06/12/2017	
Lowest Bid Amount \$ 2,306,177.00		Bid Date + 45: 06/24/2017	
Roof Notes: 208,787.00		Bid Obligation:	
		Contract Date: 06/15/2017	
<input type="button" value="Edit..."/>		Bid Filter: <input type="text" value="Open"/>	

BLUE QUESTION ?

THIS PROJECT DOES NOT HAVE A CONSTRUCTION CONTRACT. WOULD YOU LIKE TO CREATE ONE?

YES NO

Construction Contract Detail

Plumbing by: N/A	Evaluations: PENDING	Form A Recd:	Base for CO Reports: 2,306,177.00
HVAC by: N/A	JobLeader: Central Office	Ins: 08/02/17	OSA Target: 2,450,000.00
Electrical by: Davis Electric, Inc.	Line Item: Construction	Orig-rSC: 10/12/18	OSA MACC: 2,695,000.00
Surety: Arch Insurance Company		Cx Report:	Roof Bond: 208,787.00
Bond ID: SU1144950	Form: CG - 2009 June	T-100: n/a	Liquidated Damages: 500.00
LicenseNum: 52754	Award = Base Bid + Alt 2 & Alt 4	SW-FinStab: n/a	Punch List Value: 0.00
	Durations: 480/10/490/0	Final Due:	Paid to Date: 938,773.49
VendorNum: 9407 Main	Orig/adds/curr/punch	OYC Insp:	Retainage: 49,409.13
BC/OC/CC: BX3327400288000 / 70706000 / 304718		Fixes Due: n/a	Banked-Retainage: 6,535.21
Bank:		Fixes Done: n/a	Balance: 1,316,759.00

Construction Contract Essence Edit

Contractor: Barnes & Brower, Inc.	Barnes & Brower, Inc.
CMgr: Jeff Barnes	Jeff Barnes
Agr-date: 06/15/2017	← CONTRACT EXECUTION DATE
Award = Base Bid + Alt 2 & Alt 4	
Ori-Con-Sum: 2,306,177.00	
Base for CO Rpts: 2,306,177.00	
OSA Target: 2,450,000.00	
OSA MACC: 2,695,000.00	
Original Duration: 480	←
Liquidated Damages: 500.00	←
Notes: Super: Steve Smith 901-275-9789; replaced 23 June '17 with Hunter Parham 662-910-6599; UP1 Brick Replacement 875SF @ \$37.80; UP2 Shelf Angle 90LF @ \$45.30; UP3 Tuck Point 9,425SF @ \$26.00; UP4 Helical Piles 25EA @ \$1,380.00; UP5 Concrete Repair Mortar 8CF @ \$360.00; UP6 Jones Hall Jamb Stone 8EA @ \$330.00; UP7 Jones Hall Head Stone 6EA @ \$480.00; UP8 Brister Hall Cap Stone 20EA @ \$862.00; UP9 Brister Hall Face Stone 4EA @ \$360.00;	

Save

Cancel

Construction Contract Support Edit

Line Item: Construction

Meetings: 1st & 3rd Tuesday 11AM Physical Plant *OR PRE-CONSTRUCTION MTG INFO*

Storm Water Pollution Protection Plan: No ←

Commissioning: Basic *(OR) 3RD PARTY (OR) NONE ←*

CxMgr:

Allowances: UP's *OR NONE ←*

Constr Rep: Jerry Cleaves

Form: CG - 2009 June

Insurance: 08/02/2017 ←

Surety: Arch Insurance Company ←

Bond ID: SU1144950 ←

Roof Bond: 208,787.00 ←

Plumbing by: N/A ←

HVAC by: N/A ←

Electrical by: Davis Electric, Inc. ←

Super: Steve Smith 901-275-9789; replaced 23 June '17 with Hunter Parham 662-910-6599; UP1 Brick Replacement 875SF @ \$37.80; UP2 Shelf Angle 90LF @ \$45.30; UP3 Tuck Point 9,425SF @ \$26.00; UP4 Helical Piles 25EA @ \$1,380.00; UP5 Concrete Repair Mortar 8CF @ \$360.00; UP6 Jones Hall Jamb Stone 8EA @ \$330.00; UP7 Jones Hall Head Stone 6EA @ \$480.00; UP8 Brister Hall Cap Stone 20EA @ \$862.00; UP9 Brister Hall Face Stone 4EA @ \$360.00;

ROUTE CKLIST w/ SIGNATURE TRANSMITTAL

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 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

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		
<input checked="" type="checkbox"/> New		
<input type="checkbox"/> Change Existing Account: Enter Existing Routing No: <input type="text"/> Existing Account No: <input type="text"/>		
SECTION 2: ACCOUNT HOLDER INFORMATION		
Name (as shown on your income tax return): <input type="text" value="Barnes & Brower, Inc."/>		
Business Name, if different from above: <input type="text"/>		
Federal Employer Identification Number (FEIN): <input type="text" value="20-1080157"/> or Social Security Number (SSN): <input type="text"/>		
Enter the address that should be associated with the account number::		
Address Line 1: <input type="text" value="3787 Old Getwell Road"/>		
Address Line 2: <input type="text"/>		
City: <input type="text" value="Memphis"/>	State: <input type="text" value="TN"/>	Zip Code: <input type="text" value="38118"/>
Contact Name: <input type="text" value="Ryan Barnes"/>	Telephone: <input type="text" value="901-794-3481"/>	
Enter the email address to which the remittance advices should be routed:		
Email: <input type="text" value="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 <input type="radio"/> No <input checked="" type="radio"/>		
Account Type: Checking <input checked="" type="radio"/> Savings <input type="radio"/>		
Financial Institution Name: <input type="text" value="Metropolitan Bank"/>		
Routing Number: <input type="text" value="065302633"/> Account Number: <input type="text" value="4518767"/>		
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: <input type="text" value="Brenda Burns"/>		
Authorized Signature: <i>Brenda Burns</i>		Date: <input type="text" value="06-05-2017"/>
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: <input type="text" value="Sabrina Wheeler"/>	Representative Signature: <i>Sabrina Wheeler</i>	
Title of Representative: <input type="text" value="Senior Managing Director"/>	Date: <input type="text" value="6-6-17"/>	
Business Fax Number: <input type="text" value="901-969-8037"/>	Business Phone Number: <input type="text" value="901-969-8034"/>	
Mailing Address: <input type="text" value="1661 Aaron Brenner Drive, Suite 101"/>		
City: <input type="text" value="Memphis"/>	State: <input type="text" value="TN"/>	Zip Code: <input type="text" value="38120"/>

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Barnes & Brower Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>Applies to accounts maintained outside the U.S.</small>	
	5 Address (number, street, and apt. or suite no.) 3787 Old Getwell Road	
	6 City, state, and ZIP code Memphis TN 38118	
	7 List account number(s) here (optional)	

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, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number											
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or											
Employer identification number											
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px; border: 1px solid black;">2</td> <td style="width: 20px; height: 20px; border: 1px solid black;">0</td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;">1</td> <td style="width: 20px; height: 20px; border: 1px solid black;">0</td> <td style="width: 20px; height: 20px; border: 1px solid black;">9</td> <td style="width: 20px; height: 20px; border: 1px solid black;">0</td> <td style="width: 20px; height: 20px; border: 1px solid black;">1</td> <td style="width: 20px; height: 20px; border: 1px solid black;">5</td> <td style="width: 20px; height: 20px; border: 1px solid black;">7</td> </tr> </table>	2	0		1	0	9	0	1	5	7	
2	0		1	0	9	0	1	5	7		

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 number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); 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 Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or 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 other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently 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 or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Brenda Burns</i>	Date ▶ <i>6-5-17</i>
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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 we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (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), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, 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-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



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 15th day of JUNE in the year of
Two Thousand Seventeen

BETWEEN the Owner:
via the Contracting Agency:

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**
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.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:

Base Bid	\$2,087,870.00
Alternate Number Two	\$133,440.00
Alternate Number Four	\$84,867.00
Total	\$2,306,177.00

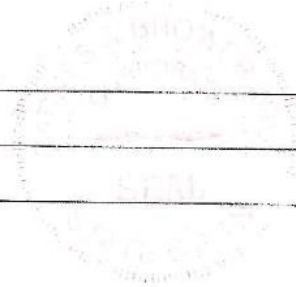
- 3.3 The following Unit Prices will be used as specified:

ITEM NAME	UNIT PRICE
1. Brick Replacement	\$37.80 per S.F.
2. Shelf Angle Replacement	\$45.30 per L.F.
3. Tuckpointing	\$26.00 per S.F.
4. Helical Piles	\$1,380.00 per EA
5. Concrete Repair Mortar	\$360.00 per C.F.
6. Jones Hall Window Jamb Stone Replacement	\$330.00 per EA
7. Jones Hall Window Head Stone Replacement	\$480.00 per EA
8. JW Brister Cap Stone Replacement	\$862.00 per EA
9. JW Brister Facing Stone Replacement	\$ 360.00 per EA

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

BY CONTRACTOR: BARNES & BROWER, INC.

Signature: *Keith Brower*
Name: Keith Brower
Title: Vice President



AND BY OWNER: STATE OF TENNESSEE
Tennessee Board of Regents

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

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

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

APPROVED: *Mary G. Moody*
Mary G. Moody
General Counsel

BY: *Flora W. Tydings*
Flora W. Tydings
Chancellor

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



SPECABA-01

SMOSS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/12/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 39401	CONTACT NAME:	
	PHONE (A/C No, Ext): (601) 545-1643	FAX (A/C, No): (601) 544-2007
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Arch Specialty Insurance Company	21199
	INSURER B : Arch Insurance Company	11150
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED
Specialty Abatement Services, Inc.
William H. Stamps, Jr.
P.O. Box 15925
Hattiesburg, MS 39404-5925

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Mold/Asbestos/Lead GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		12EMP7166708	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HYBRID AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		11CAB5825208	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		12EMX7166808	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		EBWCC0001908	01/01/2017	01/01/2018	PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Prof Liability		12EMP7166708	01/01/2017	01/01/2018	Professional 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: U of M Building Envelope Repairs SBC No. 166/007-05-2016

Policies include coverage for Insured's Operations of Mold, Asbestos, and Lead Paint Abatement.

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

CERTIFICATE HOLDER

CANCELLATION

Tennessee Board of Regents
1 Bridgestone Park
Nashville, TN 37214-2428

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 (2016/03)

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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 undertakings 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(f)(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, 2014

Executed in Two (2) counterparts.

Witness:

Barnes & Brower, Inc.

(name of Principal)

Keith Blower

(authorized signature)

Keith Blower

(name of signatory)

Vice President

(title of signatory)



Arch Insurance Company

(name of Surety)

Mary H. Tibbets

(signature of Attorney-in-fact)

Mary H. Tibbets, 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 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 license 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. SU1144950

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 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 15th day of JUNE, 2017

Executed in Two (2) counterparts.

Witness:

Barnes & Brower, Inc.
(name of Principal)

Keith Brown
(authorized signature)

Keith Brown
(name of signatory)

Vice President
(title of signatory)



Arch Insurance Company
(name of Surety)

Mary H. Tibbets
(signature of Attorney-in-fact)

Mary H. Tibbets, 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 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 license number, shall be affixed to the bond in addition to the signature of the Attorney-in-Fact.

AIC 0000210476

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.

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. Tibbets 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 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.

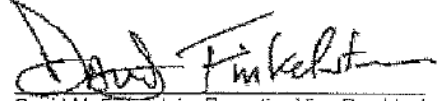
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 10th day of March, 2017.

Attested and Certified

Arch Insurance Company

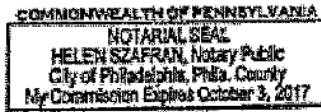

Patrick K. Nails, Secretary





David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Helen Szafran, 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 free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

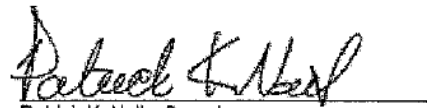



Helen Szafran, Notary Public
My commission expires 10/03/2017

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 15th day of JUNE, 20 17.


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



Project Information Tracking System

Navigation	166/007-05-2016	UoM	Building	Envelope Repairs
<p>PITS</p> <ul style="list-style-type: none"> Master Projects Subprojects Designer Procurement Construction Schedules Outworld Scroll SBCs Search Reports Utilities <p>TBR Office of Facilities Development</p>	<p>General Information</p> <p>Designer: Fleming/Associates/Architects, P.C. Place: UoM</p> <p>Designer Contact: Lisa Namie Building: Building</p> <p>Institution Contact: Tony Poteet Name: Envelope Repairs</p> <p>Project Manager: Rob Bryant Status: 6 - Delivery</p> <p>Office Constr. Manager: James R. Adams Type: Renovation</p> <p>Field Constr. Rep: Jerry Cleaves Owner: Central Office</p> <p>Designer Contr-CDPhase: County: Shelby</p> <p>Designer DesPhase-Eval: 06/13/2017 SqFt: 0</p> <p>Designer ConPhase-Eval: Eval Designer Subproject: 166/007-05-2016 - Fleming/Associates/Architects, P.C.</p> <p>Contractor-Eval: Testing: Asbestos</p> <p>Fire Marshall: No Des. Estimate: 2,450,000.00</p> <p>Job Note: Total Project: 2,840,000.00</p> <p>Projected PreDesign: 08/17/2016 Actual PreDesign: 08/17/2016</p> <p>Projected Program Phase Date: 10/27/2016 Actual Program Phase Date: 10/27/2016</p> <p>Projected SDP: 11/18/2016 Actual SDP: 11/18/2016</p> <p>Projected DDP: 01/27/2017 Actual DDP: 01/27/2017</p> <p>Projected CDP: 03/30/2017 Actual CDP: 03/30/2017</p> <p>Projected BID: 05/10/2017 Actual BID: 05/10/2017</p> <p>Projected SC: 10/22/2018 Actual SC: Actual SC:</p> <p>Projected Const Close-Out: 10/27/2018 Actual Const Close-Out: Actual Const Close-Out:</p> <p>Projected Design Close-Out: 11/26/2018 Actual Design Close-Out: Actual Design Close-Out:</p> <p>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. Alt. #1 Manning Hall, Alt. #2 Hayden Windows, Alt. #3 Ellington Windows, Alt. #4 Clement Windows.</p>			
<p>Project Jump</p> <p>166/</p> <p>Jump</p>				
<p>Move</p> <p>Previous Subproject Next</p>				
<p>Search Filter</p> <p>Active</p>				
Revise				
Create Schedule		Designer Evaluation - Design Phase		View Schedule
Designer Evaluation - Design Phase		Designer Evaluation - Construction Phase		Contractor Evaluation

Designer Evaluation Report of Design Phase SBC-7

Proj: Envelope Repairs	Stat: 6	PMgr: Rob Bryant	DAG: 10/27/2016
Bldg: Building	Type: 11	Inst: Tony Poteet	DDP: 01/27/2017
Loca: UoM	Central Office	CMgr: James R. Adams	CDP: 03/30/2017
Desi: Fleming/Associates/Architects, P.C.	Construction Rep: Jerry Cleaves		Bid: 03/31/2017
Designer Contact: Lisa Namie		Targ: 2,306,177.00	DEv: 06/13/2017
			CAG: 06/15/2017
Desi: Fleming/Associates/Architects, P.C.	166/007-05-2016		NtP: 06/20/2017
Stru:	Form: DB	Ori\$: 223,283.00	OSC: 10/13/2018
Mech:	Mod: 0	Cur\$: 223,283.00	83% Paid
Elec:	Pay: 14	Exp\$: 185,079.28	RSC: 10/22/2018
			ASC:
			Fin:
Cont: Barnes & Brower, Inc.	166/007-05-2016		CEv:
Srty: Arch Insurance Company	Form: CG	Ori\$: 2,306,177.00	32% Time
Clic: 52754		Cur\$: 2,304,941.62	43% Work
	Pay: 6	Exp\$: 938,773.49	41% Paid
Date: Jan 04, 2018	Rtng: 49,409.13		2% Rtng

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

N/A	1	2	3	COMMENTS (REQUIRED FOR RATINGS OF 1 OR 3)
				1 FACILITATES PROGRAM PHASE
				2 EVALUATION OF EXISTING SITE AND BUILDING CONDITIONS
				3 PROJECT SATISFIES REGULATORY AGENCIES
				4 DESIGN IS APPROPRIATE & MEETS PROGRAM OBJECTIVES
				5 COMPLETENESS & ACCURACY OF SDP & DDP DOCUMENTS
				6 COMPLETENESS & ACCURACY OF GDP DOCUMENTS
				7 DESIGNER'S MANAGEMENT OF CONSULTANTS PERFORMANCE
				8 TIMELY ADHERENCE TO SCHEDULE
				9 ACCURACY OF CONSTRUCTION COST ESTIMATE
				10 WORKING RELATIONSHIP WITH USER AGENCY AND OFD

EVALUATOR'S NAME	DESIGNER'S NAME
EVALUATOR'S SIGNATURE	DESIGNER'S SIGNATURE
DATE	DATE
DIRECTOR'S INITIALS	SBC#

Rilla Froggatt

From: Rilla Froggatt
Sent: Monday, June 12, 2017 3:06 PM
To: Lisa Namie
Cc: Jeff Barnes; Ryan Barnes; jlclaves@memphis.edu; Robert Bryant
Subject: 166/007-05-2016 UoM Building Envelope Repairs

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.

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

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

Navigation	166/007-05-2016	UoM	Building	Envelope Repairs
Construction Contract				
PITS	Meetings: 1st & 3rd Tuesday 11AM Physical Plant	PM: Rob Bryant	Adds Space: No	Agr: 06/15/17 Award: 2,306,177.00
Master Projects	%Work: 43	Inst: Tony Poteet	SWPPP: No	Ntp: 06/20/17 + 0 Amendments: 0.00
Subprojects	%Time: 32	CxMgr:	Cx: Basic	rSC: 10/22/18 + 3 COs & CCDs: -1,235.38
Designer	Des Agr: 166/007-05-2016	CRep: Jerry Cleaves	Allowances: UP's	aSC: -0.05% Current: 2,304,941.62
Procurement	Ref:	DMgr: Lisa Namie	TimePhases: None	Fill: + 1 Pending: 44,178.20
Construction	Designer: Fleming/Associates/Architects, P.C.	CMgr: Jeff Barnes	Claims: None	FPay: Remainency: 185,880.18
Schedules	Contractor: Barnes & Brower, Inc.			
Outworld				
Scroll SBCs	<p style="margin: 0;">Super: Steve Smith 901-275-9789; replaced 23 June '17 with Hunter Parham 662-910-6599; UP1 Brick Replacement 875SF @ \$37.80; UP2 Shelf Angle 90LF @ \$45.30; UP3 Tuck Point 9,425SF @ \$26.00; UP4 Helical Piles 25EA @ \$1,380.00; UP5 Concrete Repair Mortar 8CF @ \$360.00; UP6 Jones Hall Jamb Stone 8EA @ \$330.00; UP7 Jones Hall Head Stone 6EA @ \$480.00; UP8 Brister Hall Cap Stone 20EA @ \$862.00; UP9 Brister Hall Face Stone 4EA @ \$360.00;</p>			
Search				
Reports				
Utilities				
TBR Office of Facilities Development				
Construction Contract Detail				
Project Jump	Plumbing by: N/A	Evaluations: PENDING	Form A Recd:	Base for CO Reports: 2,306,177.00
<input type="text" value="166/"/>	HVAC by: N/A	JobLeader: Central Office	Ins: 08/02/17	OSA Target: 2,450,000.00
<input type="button" value="Jump"/>	Electrical by: Davis Electric, Inc.	Line Item: Construction	Orig-rSC: 10/12/18	OSA MACC: 2,695,000.00
	Surety: Arch Insurance Company		Cx Report:	Roof Bond: 208,787.00
	Bond ID: SU1144950	Form: CG - 2009 June	T-100: n/a	Liquidated Damages: 500.00
	LicenseNum: 52754	Award = Base Bid + Alt 2 & Alt 4	SW-FinStab: n/a	Punch List Value: 0.00
Move	VendorNum: 9407 Main	Durations: 480/10/490/0	Final Due:	Paid to Date: 938,773.49
<input type="button" value="Previous"/> <input type="button" value="Construction"/> <input type="button" value="Next"/>	BC/OC/CC: BX3327400288000 / 70706000 / 304718	Orig/adds/curr/punch	OYC Insp:	Retainage: 49,409.13
Search Filter	Bank:		Fixes Due: n/a	Banked-Retainage: 6,535.21
<input type="button" value="Active"/> ▾			Fixes Done: n/a	Balance: 1,316,759.00
	Edit Links	Essence	Support	Financial
			Benchmarks	Notes

Bid Management

Project Number: 166/007-05-2016

Successful

Solicitation	Agency Tennessee Board of Regents Project Owner Central Office Person Tony Poteet Project Manager Rob Bryant Fire Marshall Required? NO	Bid Name Building Envelope Repairs Institution UoM Location Memphis, TN Shelby
Solicitor	Fleming/Associates/Architects, P.C. License# 0 5101 Wheelis Drive, Suite 215 Contact Lisa Namie Memphis, TN 38117 Phone (901) 767-3924	
Brief Project Description	Exterior masonry repairs, windows replacement, roof canopy repairs, and related abatement.	
TARGET	\$2,450,000.00	Delivery Method Bid
MACC	\$2,695,000.00	Place Memphis
Plan Deposit	\$150.00	Submittal Deadline Wednesday, May 10, 2017 2:00PM CT
		Started Mar 31, 2017
		Posting Date Apr 12, 2017
		Plan Rooms

Bidding Documents

Description	Sequence	Doc. Date	Received	Content Details
Manual		04/07/2017	04/11/2017	
Drawing		04/07/2017	04/11/2017	
Addenda	1	04/27/2017	04/28/2017	1 page; 21 pages attachment
Addenda	2	05/04/2017	05/04/2017	3 pages; 7 pages attachment

Resolution

Number of bids received	4	LOW BIDDER Rank:1	Barnes & Brower, Inc.
Lowest Bid Amount	\$2,306,177.00		3787 Old Getwell Road
Under			Memphis, TN 38118
TARGETED amount by	\$143,823.00 (5.87%)		License #: 52754
			Phone: (901) 794-3481
			Contact: Jeff Barnes

RECOMMENDATION	Designer 05/11/2017
	Owner 05/15/2017

AWARD	includes: Base Bid + Alt 2 & Alt 4		
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LD	500.00	Bid Date + 45 =	06/24/2017	ON HOLD
Contract Length	480	Bid Obligation Date		<input type="checkbox"/> Agreement
		B/CO Approved	06/12/2017	<input type="checkbox"/> Insurance
Sent to Contractor	06/02/2017	Contdate	06/15/2017	<input type="checkbox"/> C-bond
Returned	06/06/2017			<input type="checkbox"/> CB-PoA
Construction Rep	Jerry Cleaves			<input type="checkbox"/> R-bond
				<input type="checkbox"/> RB-PoA
				Corrected

ROOF BOND INFO	208,787.00
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Rilla Froggatt

From: Rilla Froggatt
Sent: Thursday, June 15, 2017 10:05 AM
To: Jeff Barnes; Ryan Barnes
Cc: Lisa Namie; jlclaves@memphis.edu; 'ppoteet@memphis.edu'; bkwilcox@memphis.edu; Constance Butts; Karin Davis (kdavis22)
Subject: 166/007-05-2016 UoM Building Envelope Repairs
Attachments: 20170615095110396.pdf

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



Tennessee Board of Regents
Office of Facilities Development

1 Bridgestone Park, Third Floor
Nashville, Tennessee 37214-2428

Telephone
615-366-3908
Facsimile
615-365-1512

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

Navigation	166/007-02-2017	UoM	Getwell	Entry Gate
PITS	Construction Contract			
Master Projects	Meetings:	PM: Rob Bryant	Adds Space: No	Agr: 01/08/18 Award: 194,636.00
Subprojects	%Work:	Inst: Tony Poteet	SWPPP: No	Ntp: + 0 Amendments: 0.00
Designer	%Time:	CxMgr:	Cx: None	+ 0 COs & CCDs: 0.00
Procurement	Des Agr Ref: 166/007-02-2017	CRep: Jerry Cleaves	Allowances: None	aSC: 0% Current: 194,636.00
Construction	Designer: designshop, pllc	DMgr: Tim Michael	TimePhases: None	Fill: + 0 Pending: 0.00
Schedules	Contractor: Barnes & Brower, Inc.	CMgr: Jeff Barnes	Claims: None	FPay: Remaigency: 10,364.00
Outworld	Notes:			
Scroll SBCs	Contracts			
Search	No Contracts were found for this project.			
Reports	<p>Click "UPLOAD"</p> <p>CONTRACT FILE CHOOSE FILE NO FILE CHOSEN</p> <p>CLICK PDF FILE FROM DESKTOP</p> <p>CONTRACT FILE CHOOSE FILE 07-02-17 CONSTRUCT CONTRACT, PDF</p> <p>Click "UPLOAD"</p> <p>CONTRACT HAS BEEN UPLOADED DATE CREATED</p> <p>01/08/2018 @ TIME</p>			
Utilities				
TBR Office of Facilities Development				
Project Jump				
166/				
Jump				
Move				
Previous Construction Next				
Search Filter				
Active				
	Upload			

PROCURE TRACK

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

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 6/12/17
- SWPPP applies ___ Yes or No
- Commissioning specified: ~~Basic~~ BASIC
- Asbestos / Hazardous Materials applies Yes or ___ No

Rilla Froggatt
Contract Manager

Date 6/12/17

AND LEAD

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 6%, 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



5101 Wheelis Drive, Suite 215
Memphis, TN 38117
O: 901.767.3924 | F: 901.767.7136
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 Froggatt

From: Stokey Bourque <Stokey.Bourque@tn.gov>
Sent: Thursday, May 25, 2017 7:52 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

*Send contract to
Barnes & Bower*

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/>

*atts 2 & 4 only
Recommended*

-----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 & Bower, 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 insure 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

Katrina Terrett

From: Jeff Barnes <jbarnes@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
3787 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 Alternates 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; jlclaves@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

*4/3/17
NO PHASING
PER LISA
NAMIE*

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



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 Wheelis Drive, Suite 215
Memphis, TN 38117
Contact: Lisa Namie
Email: lnamie@flemingarchitects.com
Phone: 901-767-3924

Bid Date Request

March 30, 2017 4:00 pm

BID DATE: 5/10/17
2:00 PM @
Memphis

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 Namie**
 Project Manager: **Rob Bryant**
 Construction Rep: **Jerry Cleaves**

Status: **4 - CDP - In Constr Desc**
 Fire Marshal: **No**
 Square Feet: **0**
 Designer
 Estimate: **2,447,404.00**
 Actual SDP: **11/18/2016**
 Actual DDP: **01/27/2017**
 Actual CDP: **03/30/2017**
 Requested BID: **05/10/2017**

Line Items	Master Budget	Master Burdens		Initial Subproject Budget
Buildings:	2,450,000.00	0.00	oca	2,450,000.00
Site Work:	0.00	0.00	mce	0.00
Built-In Equipment:	0.00	0.00	Target	0.00
TARGET:	2,450,000.00	0.00	eco	2,450,000.00
Contingency:	245,000.00	0.00	pco	245,000.00
MACC:	2,695,000.00	0.00	MACC	2,695,000.00
Design Fee:	223,283.00	223,283.00		223,283.00
Movable Equipment:	0.00	0.00		0.00
:	0.00	0.00		0.00
:	0.00	0.00		0.00
Miscellaneous:	81,717.00	6,150.48		81,717.00
TOTAL:	3,000,000.00	229,433.48		3,000,000.00

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. Alt. #1 Manning Hall, Alt. #2 Hayden Windows, Alt. #3 Ellington Windows, Alt. #4 Clement Windows.

LNAMIE@FLEMINGARCHITECTS.COM
901-486-9000 - CELL

Designer
 DDP Estimate:
2,447,404.00

Robert A Bryant 3/30/17
 Project Manager Date
KK 3-30-17
 Director Date

RECEIVED
UNIV OF MEMPHIS
PROCUREMENT SERVICES

2016 MAY 10 PM 1:40

MAY 10 PM 1:40

Bid

to the State of Tennessee
Tennessee Board of Regents
for



PROJECT: Number: 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 & Brower, Inc.
 Address: 3787 Old Getwell Road, Memphis, TN 38118

Tennessee Contractor License information:
 Provide complete information if licensed, or check here if Bidder unlicensed.
 License Number: 52754
 License Classification applicable to Project: BC, MU, HRA
 License expiration date: 07/31/2019 \$ (UNLIMITED)
 Dollar Limit

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 subcontractors. 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. Provide all names in the same style as used for licensing and other legal transactions, without embellishment.

Subcontractors to be used on this Project:

	Name	License Number	Expires	Classification
Electrical	<u>Dennis Electric, Inc</u>	<u>41017</u>	<u>11-30-17</u>	<u>CE</u>
Plumbing	<u>N/A</u>			
HVAC	<u>N/A</u>			
Geothermal	<u>N/A</u>			
Masonry	<u>EMB QUALITY MASONRY LLC</u>	<u>49900</u>	<u>11-30-18</u>	<u>LMC</u>
Roofing	<u>BAKER ROOFING CO</u>	<u>42894</u>	<u>2-28-19</u>	<u>BC-14 21</u>

This Bid Envelope approved for public opening [Signature]
 Signature of Designer or its representative

Posted in PDF format
General Work

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 99 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 contract crime 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 _____ dated _____

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 NO /100ths Dollars
EIGHT HUNDRED SEVENTY \$ 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 NO /100ths Dollars
SEVEN HUNDRED NINETY ONE \$ 453,791.00

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

ONE HUNDRED THIRTY THREE THOUSAND and NO /100ths Dollars
FOUR HUNDRED FORTY \$ 133,440.00

Alternate No. 3: Window Replacement at Hayden Hall

THREE HUNDRED EIGHTY EIGHT THOUSAND and NO /100ths Dollars
SEVEN HUNDRED THIRTY FOUR \$ 388,734.00

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

EIGHTY FOUR THOUSAND EIGHT HUNDRED and NO /100ths Dollars
SIXTY SEVEN \$ 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:

Item	Name (See Section 01 22 15)	Unit Price
1.	Brick Replacement	\$ <u>37.80</u> per S.F.
2.	Shelf Angle Replacement	\$ <u>45.30</u> per L.F.
3.	Tuckpointing	\$ <u>26.00</u> per S.F.
4.	Helical Piles	\$ <u>1380.00</u> per EA.
5.	Concrete Repair Mortar	\$ <u>360.00</u> per C.F.
6.	Jones Hall Window Jamb Stone Replacement	\$ <u>330.00</u> per EA.
7.	Jones Hall Window Head Stone Replacement	\$ <u>480.00</u> per EA.
8.	JW Brister Cap Stone Replacement	\$ <u>862.00</u> per EA.
9.	JW Brister Facing Stone Replacement	\$ <u>360.00</u> per EA.

Submitted by:

Authorized signature:

Jeff Barnes

Date: 5-10 2017

Name and title:
(Type or print)

Jeff Barnes, President

On behalf of:
(Name of Bidder)

Barnes & Brower, Inc.

Bidder's address:
(Please give Street and Mailing address if different)

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:

jbarnes@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. 166/007-05-2016

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

[Signature: Brandon Burns] (Witness)

[Signature: Michelle Hardeman] (Witness)

(Principal) Barnes & Brower, Inc. By: [Signature: Jeff Barnes] (Title) [Signature: Jeff Saffers] (Surety) Arch Insurance Company By: [Signature: Mary H. Tibbets] (Title) Mary H. Tibbets (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.

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 Tibbets 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 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

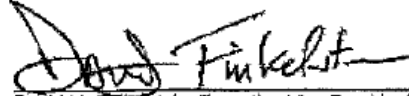
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 10th day of March, 2017.

Attested and Certified

Arch Insurance Company


Patrick K. Nails, Secretary




David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Helen Szafran, 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 free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.




Helen Szafran, 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, 20 17.


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

