



City of Diamondhead

Budget Amendment Request

Fund Name: General
 Department #: 140
 Department Name: Administration
 Requested by: Kristin Ventura, City Clerk

Date: 3/17/2015
 Budget Entry #: FY2015-001-140-2
 Amendment #: FY2015-001-140-2

10% of Dept Budget

	Original Budget	Prior Amendments	This Amendment	Revised Budget
TOTAL REVENUE	\$ -	\$ -	\$ -	\$ -
EXPENDITURES:				
Personnel Services	\$ 411,786.33	\$ 5,500.00	\$ -	\$ 417,286.33
Supplies	31,040.00	2,000.00	-	33,040.00
Contractual Services	528,948.18	-	12,940.00	541,888.18
Grants/Subsidies/Allocations	-	-	-	-
Debt Service	61,898.38	-	-	61,898.38
CAPITAL OUTLAY	110,609.96	-	-	110,609.96
TOTAL EXPENDITURES	\$ 1,144,282.85	\$ 7,500.00	\$ 12,940.00	\$ 1,164,722.85
REVENUE OVER/(UNDER) EXPENDITURES	\$ (1,144,282.85)	\$ (7,500.00)	\$ (12,940.00)	\$ (1,164,722.85)

OTHER FINANCING SOURCES AND USES:

Transfers In from Other Funds	\$ -	\$ -	\$ -	\$ -
Transfers Out to Other Funds	-	-	-	-
TOTAL ALL	\$ (1,144,282.85)	\$ (7,500.00)	\$ (12,940.00)	\$ (1,164,722.85)

Description: Additional funds needed for October 2015 Cruisin' the Coast.

Other: FY15 Actual Cruisin' Budget \$6,925

Needed for October 2015 Cruisin' the Coast Event (expenses thru 9/30/15) \$11,300
 Add: Funds remaining in FY15 Budget for Oct. 2015 Cruisin' the Coast -1,640
Cruisin' the Coast Proposed Budget Amendment \$12,940

Source of Funds to cover October 2015 Event:

8% Anticipated Increase in October Sales Tax - \$2,422
 Anticipated Ad Valorem Tax Increase over FY15 Budget 331,023
Total Source of Fund to cover October 15 Cruisin' Event \$333,445



Agenda Item 2015-034

March 13, 2015

Mayor and City Council
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Mayor and Councilmembers:

Re: Hazard Mitigation Improvements to City Hall

Attached for your consideration and approval is the Standard AIA agreement with Vision Constructors, Inc., contractor for hazard mitigation improvements to City Hall. This agreement in the amount of \$389,900.00 reflects the scope of work to be completed in the project base bid. An amended agreement will be necessary upon award of the additional funding expected from FEMA.

Counsel has reviewed and found these documents to be in order. Thank you in advance for your approval in this matter.

Sincerely,

Clovis Reed
City Manager

CR:jk

attachment

PRINCIPALS

James H. Eley, F.AIA
W. Taylor Guild, III, AIA, CCS
David J. Hardy, AIA
Stephen A. Stojcich, AIA
Joseph B. Crain, AIA
Mark E. Lishen, AIA, LEED AP
J. Heath Perry, AIA, CK, CDF

ASSOCIATES

Joseph R. Stevens, Jr., AIA, LEED AP
Eric J. Commarato, AIA

March 11, 2015

City of Diamondhead
Clovis Reed, City Manager
5000 Diamondhead Circle
Diamondhead, MS 39525

Re: Hazard Mitigation Improvements to Diamondhead City Hall, Diamondhead, MS

Dear Mr. Reed:

Enclosed are Three (3) copies of the Standard Form of Agreement Between Owner and Contractor (AIA Document A101-2007), in the amount of \$389,900.00, for the above referenced project. We have reviewed the Performance and Payment Bond as well as the Certificate of Insurance and find them to be in order.

Please execute all Three (3) copies, retaining One (1) for your records and return the other Two (2) copies to this office for distribution.

If you have any questions regarding these documents, please do not hesitate to call me.

Sincerely,



Denese Bloom
Contract Administrator
Eley Guild Hardy Architects PA

/dab

Enclosures

cc: Vision Constructors, Inc., John Rollins, President
Kristin Ventura, City of Diamondhead
Darla Jourdan, MEMA
Urban Planning Consultants, Michele Moore

12-035e/5/3/1

BILLOXI OFFICE

1091 Tommy Munro Drive
Biloxi, MS 39532
228.594.2323 F

JACKSON OFFICE

329 East Capitol Street
Jackson, MS 39201
601.354.2572 F

www.eleyguildhardy.com



AIA[®]

Document A101™ – 2007

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

AGREEMENT made as of the Fifth day of March in the year Two Thousand Fifteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, Mississippi 39525
Telephone Number: 228-222-4626

and the Contractor:
(Name, legal status, address and other information)

Vision Constructors, Inc.
608 34th Street
Gulfport, MS 39501

P.O. Box 2686
Gulfport, MS 39505
Telephone Number: 228-832-1182
Fax Number: 228-832-1781

for the following Project:
(Name, location and detailed description)

12-035e Hazard Mitigation Improvements to Diamondhead City Hall
Diamondhead, Mississippi

The Architect:
(Name, legal status, address and other information)

Eley Guild Hardy Architects PA
1091 Tommy Munro Drive
Biloxi, Mississippi 39532
Telephone Number: 228-594-2323
Fax Number: 228-594-2223

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

Init.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

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

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

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The Contractor shall achieve Substantial Completion of the entire Work not later than August 4, 2015.

Portion of Work	Substantial Completion Date
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, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

If the work is not substantially complete on the date set forth in the contract documents, the Contractor shall pay to the Owner the sum of Two Hundred Fifty Dollars and Zero Cents (\$250.00) as liquidated damages for each calendar day of delay until the work is substantially complete.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Eighty-nine Thousand Nine Hundred Dollars and Zero Cents (\$ 389,900.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Bid Alternates Number One (1) in the amount of Nineteen Thousand Two Hundred Dollars and Zero Cents (\$19,200.00) and Number Three (3) in the amount of One Hundred Six Thousand Dollars and Zero Cents (\$106,000.00) may be added by change order to the contract on or before May 15, 2015. The bid alternate price may be subject to a cost increase if added after that date.

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
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§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)
(Row deleted)

Refer to Section 01 21 00 in the Project Manual

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

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

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payment shall be made by the Owner not later than Forty-five (45) days after the Architect receives the Application for Payment.

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

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

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

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

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

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

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

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

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Once work is Fifty Percent (50%) complete, the retainage shall be reduced to Two and One Half Percent (2.5%), if the work is satisfactory to the Owner and Architect and the project is on schedule. If at any point after this time work falls behind schedule or becomes unsatisfactory to the Owner or Architect the retainage shall be raised back to the Five Percent (5.00%).

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

§ 5.2 FINAL PAYMENT

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

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

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

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

§ 6.2 BINDING DISPUTE RESOLUTION

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

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

(Insert rate of interest agreed upon, if any.)

(Paragraph deleted)

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

Clovis Reed, City Manager
City of Diamondhead
5000 Diamondhead Circle

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Diamondhead, Mississippi 39525
Telephone Number: 228-222-4626

Email Address: creed@diamondhead.ms.gov

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

John M. Rollins, President
608 34th Street
Gulfport, Mississippi 39501
P.O. Box 2686
Gulfport, Mississippi 39505
Telephone Number: 228-832-1182
Fax Number: 228-832-1781

Email Address: jrollins@visionconstructorsinc.com

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

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Supplementary Conditions		December 10, 2014	17
General Conditions	AIA Document A201	December 11, 2014	40

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
Exhibit "A"

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
Exhibit "B"

Number	Title	Date
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§ 9.1.6 The Addenda, if any:

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Number	Date	Pages
Addendum No. One (1)	January 13, 2015	4 pages and 6 pages of attachments

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

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

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

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

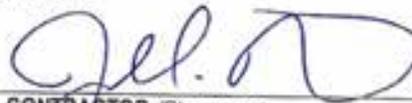
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Payment Bond	\$389,900.00
Performance Bond	\$389,900.00
Commercial General Liability Insurance	\$2,000,000.00, per occurrence
Workman's Compensation	\$1,000,000.00
Builder's Risk	\$389,900.00

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

OWNER (Signature)

Clovis Reed, City Manager
(Printed name and title)



CONTRACTOR (Signature)

John M. Rollins, President
(Printed name and title)

init

EXHIBIT "A"

00 01 10 – PROJECT MANUAL TABLE OF CONTENTS

PROCUREMENT AND CONTRACTING REQUIREMENTS GROUP

- 00 11 13 – Advertisement for Bids
- 00 21 13 – Instructions to Bidders
- 00 31 00 – Available Project Information
- 00 41 13 – Bid Form
- 00 43 13 – Bid Security Form
 - AIA Document A310 – Bid Bond*
- 00 45 19 – Non-Collusion Affidavit
 - Non-Collusion Affidavit*
- 00 45 21 – Debarment Form
 - Certification Regarding Debarment, Suspension, and Other Responsibility*
 - Matters Primary Covered Transactions*
- 00 52 13 – Agreement Form
 - AIA Document A101 - Standard Form of Agreement between Owner and Contractor*
- 00 61 13 – Performance and Payment Bond Form
 - AIA Document A312 – Payment Bond*
- 00 62 16 – Insurance and Bond Checklist
- 00 72 13 – General Conditions
 - AIA Document A201 – General Conditions of the Contract for Construction*
- 00 73 00 – Supplementary Conditions

SPECIFICATIONS GROUP GENERAL REQUIREMENTS SUBGROUP

Division 1 – General Requirements

- Section 01 11 00 – Summary of Work
- Section 01 21 00 – Allowances
- Section 01 23 00 – Alternates
- Section 01 26 00 – Contract Modification Procedures
 - AIA Document G709 – Work Changes Proposal Request*
 - AIA Document G701 – Change Order*
 - AIA Document G714 – Construction Change Directive*
- Section 01 29 00 – Payment Procedures
 - AIA Document G702 – Application and Certificate for Payment*
 - AIA Document G703 – Continuation Sheet*
 - Contractors First Payment Application Check List*
 - Contractors Payment Application Check List*
 - Contractors Final Payment Application Check List*
- Section 01 31 13 – Project Coordination
- Section 01 31 19 – Project Meetings
- Section 01 32 53 – Requests for Interpretation
- Section 01 33 00 – Submittal Procedures
- Section 01 41 00 – Regulatory Requirements
- Section 01 45 00 – Quality Control
- Section 01 50 00 – Temporary Facilities and Controls
- Section 01 60 00 – Product Requirements

EXHIBIT "A"

Section 01 74 13 – Progress Cleaning
Section 01 77 00 – Closeout Procedures

Division 2 – Existing Conditions

Section 02 41 19 – Selective Structure Demolition

Division 3 – Concrete

Not a part of these Specifications

Division 4 – Masonry

Section 04 72 00 – Cast Stone Masonry

Division 5 – Metals

Not a part of these Specifications

Division 6 – Wood, Plastics, and Composites

Section 06 10 00 – Rough Carpentry

Division 7 – Thermal and Moisture Protection

Section 07 14 30 – Liquid Applied Roofing Membrane
Section 07 41 13 – Metal Roof Panels
Section 07 46 40 – Fiber-Reinforced Cement Siding
Section 07 62 00 – Sheet Metal Flashing and Trim
Section 07 62 20 – Polyurethane Flashing System
Section 07 71 13 – Manufactured Copings
Section 07 71 15 – Manufactured Edge System
Section 07 92 00 – Joint Sealants

Division 8 – Openings

Section 08 11 13 – Hollow Metal Doors and Frames
Section 08 41 13 – Aluminum Framed Entrances and Storefronts
Section 08 80 00 – Glazing

Division 9 – Finishes

Section 09 29 00 – Gypsum Board
Section 09 90 00 – Painting and Coating

Division 10 thru 33

Not a part of these Specifications

EXHIBIT "B"

DRAWING INDEX

G000	TITLE SHEET
D100	DEMO PLANS/ GENERAL
D130	DEMO ROOF PLAN
D500	DEMO ROOFING DETAILS
D600	EXISTING PHOTOS
A100	FLOOR PLANS
A130	ROOF PLAN
A500	ROOF DETIALS
A600	OPENING DETAILS

00 62 16 – INSURANCE AND BOND CHECK LIST

Upon acceptance of bids by the Owner, a completed AIA Document A101 Standard form of Agreement between Owner and Contractor will be delivered to the successful contractor. The following insurance certificates and bonds must be completed and returned with the signed copies of the Contract, within seven days, in order to be considered for execution. This completed checklist must be attached to your company transmittal and returned with the contracts with all the check boxes completed certifying that the required insurance certificates and bonds are complete and included. Include contact information from Bonding Company completing the checklist.

- Contract Bonds in accordance with Document 00 61 13. Number of originals needed (3).**
 - Name and Phone Number of Agency Contact:
Alliant - Angie Strickland - 601-709-4613
- Certificate of Commercial General Liability (CGL) policy in accordance with Article 11.1 of the General Conditions with Owner and Architect named as additional insured under CGL. Number of originals needed (3).**
 - Name and Phone Number of Agency Contact:
Alliant - Jamie White - 601-709-4613
- Certificate of Business Auto and Umbrella Insurance in accordance with 11.1 of the General Conditions. Number of originals needed (3).**
 - Name and Phone Number of Agency Contact:
Alliant - Jamie White - 601-709-4613
- Certificate of Workers Compensation Insurance in accordance with Articles 11.1 of the General Conditions. Number of originals needed (3).**
 - Name and Phone Number of Agency Contact:
Alliant - Jamie White - 601-709-4613
- Certificate of Property Insurance (Builder's Risk Policy) in accordance with Article 11.3 of the General Conditions. Number of originals needed (3).**
 - Name and Phone Number of Agency Contact:
Alliant - Jamie White - 601-709-4613

Contact Information of individual completing checklist:

John M. Rollins 
(name)
Vision Constructors, Inc.
(company)
228-832-1182 / 228-832-1781
(phone and fax number)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/5/2015

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

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

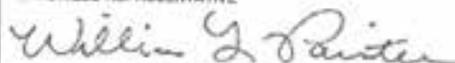
PRODUCER Jackson-Alliant Insurance Services, Inc. 1817 Crane Ridge Drive Suite 300 Jackson MS 39216	CONTACT NAME: Jamie White PHONE (A/C, No. Ext): 601-709-4613 FAX (A/C, No.): 601-709-4615 E-MAIL ADDRESS: jwhite@alliant.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Vision Constructors, Inc. 608 34th Street Gulfport MS 39501	INSURER A: Ohio Security Insurance Company	NAIC # 24082
	INSURER B: Torus National Insurance Co	
	INSURER C: Builders & Contractors Assn of MS	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1802501119 **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	ADOL 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC-OTHER	Y	BLS(15)55879716	6/17/2014	6/17/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	BAS(15)55879716	6/17/2014	6/17/2015	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	B01ESH141A1	6/17/2014	6/17/2015	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WC1143019020	6/17/2014	6/17/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: 12-035e Hazard Mitigation Improvements to Diamondhead City Hall, Diamondhead, Mississippi; City of Diamondhead and Eley Guild Hardy Architects, PA are included as additional insureds on all policies except the worker's compensation policy as required by written contract

CERTIFICATE HOLDER City of Diamondhead 5000 Diamondhead Circle Diamondhead MS 39525	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
3/5/2015

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

AGENCY Jackson-Alliant Insurance Services, Inc. 1817 Crane Ridge Dr Ste 300 Jackson, MS 39216	PHONE (A/C, No, Ext): 601-709-4615	COMPANY American Zurich Insurance Company
FAX (A/C, No): 601-709-4615	E-MAIL ADDRESS:	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID # VISICON-01		
INSURED Vision Constructors, Inc. 608 34th Street Gulfport, MS 39501	LOAN NUMBER	POLICY NUMBER BR07485768
	EFFECTIVE DATE 03/23/2015	EXPIRATION DATE 09/23/2015
	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Project: 12-035e Hazard Mitigation Improvements to Diamondhead City Hall, 5000 Diamondhead Circle, Diamondhead, Ms, 39525

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Special Form Builders Risk	\$ 389,900	\$ 1,000
Wind	\$ 389,900	5%

REMARKS (Including Special Conditions)

Project: 12-035e Hazard Mitigation Improvements to Diamondhead City Hall, Diamondhead, Mississippi; City of Diamondhead and Eley Guild Hardy Architects, PA are included as additional insureds

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS City of Diamondhead 5000 Diamondhead Circle Diamondhead MS 39525	MORTGAGEE	<input checked="" type="checkbox"/> ADDITIONAL INSURED
	LOSS PAYEE	<input type="checkbox"/>
LOAN #		
AUTHORIZED REPRESENTATIVE <i>William G. Ruster</i>		

ACORD 27 (2009/12)

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Alliant Insurance Services, Inc.

1817 Crane Ridge Drive, Suite 300, Jackson, MS 39216

PH 601-709-4613

WATTS N/A

FAX 601-709-4615

AIA Document A312

Bond No. 43BCSGV7669

Performance Bond

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

CONTRACTOR (Name and Address):

Vision Constructors, Inc.
608 34th Street
Gulfport, MS 39501

SURETY (Name and Principal Place of Business):

Hartford Casualty Insurance Company
One Hartford Plaza
Hartford, CT 06155-0001

OWNER (Name and Address):

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

CONSTRUCTION CONTRACT

Date: March 5, 2015

Amount: \$389,900.00 Three Hundred Eighty Nine Thousand Nine Hundred Dollars and 00/100

Description (Name and Location): 12-035e Hazard Mitigation Improvements to Diamondhead City Hall, Diamondhead, MS

BOND

Date (Not earlier than Construction Contract Date): March 5, 2015

Amount: \$389,900.00 Three Hundred Eighty Nine Thousand Nine Hundred Dollars and 00/100

Modifications to this Bond:

None

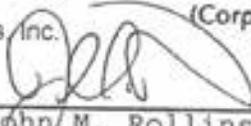
See Page 3

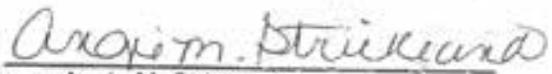
CONTRACTOR AS PRINCIPAL

Company: Vision Constructors, Inc. (Corporate Seal)

SURETY Hartford Casualty Insurance Company

Company: (Corporate Seal)

Signature: 
Name and Title: John M. Rollins
President

Signature: 
Name and Title: Angie M. Strickland
Attorney-in-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

Alliant Insurance Services, Inc.
1817 Crane Ridge Drive, Suite 300
Jackson, MS 39216

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Eley Guild Hardy Architects, PA
1091 Tommy Munro Drive
Biloxi, MS 39532

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

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

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

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

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

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

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

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

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

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

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

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

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY
Company:

(Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

Alliant Insurance Services, Inc.

1817 Crane Ridge Drive, Suite 300, Jackson, MS 39216

PH 601-709-4613

WATTS N/A

FAX 601-709-4615

AIA Document A312

Bond No. 43BCSGV7669

Payment Bond

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

CONTRACTOR (Name and Address):

Vision Constructors, Inc.
608 34th Street
Gulfport, MS 39501

SURETY (Name and Principal Place of Business):

Hartford Casualty Insurance Company
One Hartford Plaza
Hartford, CT 06155-0001

OWNER (Name and Address):

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

CONSTRUCTION CONTRACT

Date: March 5, 2015

Amount: \$389,900.00 Three Hundred Eighty Nine Thousand Nine Hundred Dollars and 00/100

Description (Name and Location): 12-035e Hazard Mitigation Improvements to Diamondhead City Hall, Diamondhead, MS

BOND

Date (Not earlier than Construction Contract Date): March 5, 2015

Amount: 389,900.00 Three Hundred Eighty Nine Thousand Nine Hundred Dollars and 00/100

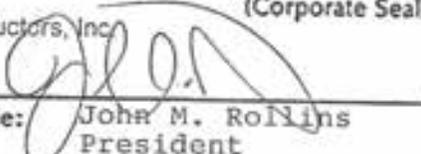
Modifications to this Bond:

None

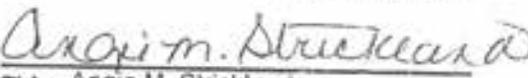
See Page 6

CONTRACTOR AS PRINCIPAL

Company: Vision Constructors, Inc. (Corporate Seal)

Signature: 
Name and Title: John M. Rollins
President

SURETY Hartford Casualty Insurance Company
Company: (Corporate Seal)

Signature: 
Name and Title: Angie M. Strickland
Attorney-in-Fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

Alliant Insurance Services, Inc.
1817 Crane Ridge Drive, Suite 300
Jackson, MS 39216

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Eley Guild Hardy Architects, PA
1091 Tommy Munro Drive
Biloxi, MS 39532

- 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
- 2 With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
- 3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
- 4 The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 - .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
- 5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
- 6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
- 7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- 8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
- 9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
- 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
- 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

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

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the

Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Paragraph 6 above is deleted in its entirety and the following substituted in its place:

6. When the Claimant has satisfied the conditions of Paragraph 4, and has submitted all supporting documentation and any proof of the claim requested by the Surety, the Surety shall, with reasonable promptness, notify the Claimant of the amounts that are undisputed and the basis for challenging any amounts that are disputed, including, but not limited to, the lack of substantiating documentation to support the claim as to entitlement or amount, and the Surety shall, with reasonable promptness, pay or make arrangements for payment of any undisputed amount; provided, however, that the failure to the Surety to timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or any part of a claim shall not be deemed to be an admission of liability by the Surety as to such claim or otherwise constitute a waiver of the Contractor's or Surety's defenses to, or right to dispute, such claim. Rather, the Claimant shall have the immediate right, without further notice, to bring suit against the Surety to enforce any remedy available to it under this Bond.

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

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY
Company:

(Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

Bond T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835

Agency Code: SurePath

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint

Angie M. Strickland of Jackson, MS

their true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. 43BCSGV7669

on behalf of Vision Constructors, Inc.

City of Diamondhead

naming

as Obligee in the amount of See Bond Form on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 5, 2015
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Vice President