

 **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 date of the last signatures of the parties hereto.

(Paragraph Deleted)
BETWEEN the Owner:

(Paragraph Deleted)
St. Tammany Parish Hospital Service District No.2 d/b/a
Slidell Memorial Hospital a political subdivision of the State of Louisiana created by Act
180 of the 1984 Legislature as amended
1001 Gause Blvd
Slidell, Louisiana 70458
985-280-2200

and the Contractor:

(Paragraph Deleted)
M Natal Contractors, Inc.
394 Voters Road
Slidell, La. 70461

for the following Project:

(Paragraph Deleted)
Slidell Memorial Hospital Imaging Center Project #15180
1495 Gause Blvd.
Slidell, La. 70458
Corner of Gause Boulevard and Lakewood Drive
Lot 2 Lakewood Place Subdivision, Slidell, St Tammany Parish, Louisiana. The project
consist of the renovation of the Imaging Center located at 1495 Gause Blvd., in Slidell,
Louisiana. This project consist of enclosing the existing covered drop off entrance into
a
new vestibule. The renovation will be similar in construction, consisting of a new
foundation, window wall system with egress doors and parking site
improvements.

The Architect:

(Paragraph Deleted)
Dammon Engineering Inc.
an Engineering Corporation
554 Old Spanish Tr
Slidell La. 70458
985-649-5832

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

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STATE OF LOUISIANA PARISH OF ST. TAMMANY

Malise Prieto Clerk of Court

Faint, illegible text on the left side of the page, possibly bleed-through from the reverse side.

Main body of faint, illegible text, likely the body of a legal instrument or document.

STATE OF LOUISIANA PARISH OF ST. TAMMANY
MALISE PRIETO CLERK OF COURT
I Certify that this instrument was filed and recorded
June 17, 2016 at 1:50P M.
INST. # 2025721 of the official records.

Shelley Allo
DEPUTY CLERK

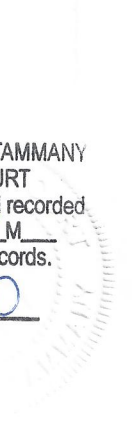


TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
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- 4 CONTRACT SUM
- 5 PAYMENTS
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- 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.)

The date of the commencement is the date the Notice to Proceed is issued by the Owner and shall be the date from which the contract time of Paragraph 3.3 is measured. Contractor shall begin obtaining permits, approvals, shop drawings, ordering equipment and materials immediately upon execution of the Notice to Proceed. Contractor shall begin mobilizing at the Project Site following the Notice to Proceed. The Notice to Proceed shall not be issued prior to Owner's procurement of permit.

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:

In no event shall work commence under this Contract until Contractor has filed a copy of this Contract and Surety Bond in the mortgage records of the Parish of St. Tammany, Louisiana.

§ 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 75 (seventy five) calendar days from the date of commencement, or as follows:

Init.

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(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.)

Portion of Work

Substantial Completion Date

, 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.)

3.3.1 Substantial Completion shall be achieved as of the date that the Owner can use or occupy the project for the use for which it was intended, and, if applicable, a certificate of occupancy has been obtained by Contractor in favor of the Owner.

3.3.2 In the event Contractor fails to achieve Substantial Completion within (75) calendar days, the Contractor hereby agrees to reimburse the Owner as liquidated damages, the stipulated sum of \$1000.00 (One Thousand Dollars) per calendar days until Substantial Completion has been achieved. These liquidated damages may be assessed against and collected from the Contractor at any time, or deducted from any periodic payment or the final payment due to the Contractor. The Contractor further agrees that neither the payment of such liquidated damages, nor any other liability incurred for the payment of such damages shall release the Contractor from its obligation to fully and expeditiously perform this Contract.

3.4 Prior to requesting Substantial Completion of the Work, Contractor shall prepare a punch list consisting of all unfinished items, damaged items, items requiring touch up or clean up, and other such items generally included on a Punch list, as noted by Contractor and Owner. The Owner shall consolidate all punch list items so noted and present same to Contractor for expeditious handling.

If Contractor fails to complete all punch list items within thirty (30) calendar days from the date of Substantial Completion, Owner may deduct from the remaining Contract balances the sum of fifty dollars (\$50.00) per calendar days as liquidated damages for each calendar day thereafter until all punch list items are completed.

A final determination regarding completion of punch list items shall be made by Owner.

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 One Hundred Fifty One Nine Hundred twenty four Dollars (\$151,924.00), 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.)

§ 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)

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item

Price

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:

The 26th day of the month to be the 25th day of the following month.

§ 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 27th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, 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.

This schedule shall not, however, be used for the pricing of change orders.

§ 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 ten percent percent (10 %). 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 ten percent (10%)
- .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.)

There shall be no reduction or limitation of retainage.

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

§ 5.2 FINAL PAYMENT

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

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

3. Contractor has obtained at its expense and furnished to the Owner a clear lien and privilege certificates in the name of the Contractor and Owner.

§ 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:

Final payment is conditioned upon complying with the requirements set forth in the General Conditions of the Contract for Construction.

Final payment shall be made no later than 45 days after issuance of the Architects final Certificate for Payment following Owner's determination that final punch list items have been satisfactorily completed.

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.)

Eight Percent (8)

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

John William (Bill) Davis, CEO
1001 Gause Blvd.
Slidell, Louisiana 70458

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

Michael Natal
394 Voters Road
Slidell, La. 70461

§ 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
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§ 9.1.4 The Specifications:

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/	User Notes:		

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(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
 Slidell Memorial Hospital Imaging Center dated April 11, 2016, containing 614 pages.

Section	Title	Date	Pages
§ 9.1.5 The Drawings: (Either list the Drawings here or refer to an exhibit attached to this Agreement.)			
Number	Title	Date	
G001	Cover Sheet	April 7-2016	
LS101	Life Safety and Building Code Information	April 7-2016	
C101	Site Demolition Plan	April 7-2016	
C102	Paving Plan	April 7-2016	
S101	Foundation Plan	April 7-2016	
AD101	Architectural Demolition Floor Plan	April 7-2016	
A101	Partial Site Plan & Architectural Floor Plan	April 7-2016	
A201	Exterior Elevations And Reflected Ceiling Plan	April 7-2016	
E101	Power & Lighting Plan	April 7-2016	
M101	Mechanical Plan	April 7-2016	

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	05-09-16	2
2	05-12-16	1

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.)

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Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Workers Compensation	Statutory
Employer's Liability	
Bodily Injury by Accident	\$1,000,000.00 Each Accident
Bodily Injury by Disease	\$1,000,000.00 Each Employee
Comprehensive General Liability	\$1,000,000.00 Policy Limit
Bodily Injury	
Property Damage	\$1,000,000.00 Each Occurrence
Comprehensive Automobile Liability	\$1,000,000.00 Each Occurrence

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



OWNER (Signature)



CONTRACTOR (Signature)

John William (Bill) Davis, CEO
(Printed name and title)

Michael Natal, Vice President
(Printed name and title)

Date 6/15/16

Date 6/15/2016

Additions and Deletions Report for AIA® Document A101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:07:31 on 06/14/2016.

PAGE 1

AGREEMENT made as of the date day of in the year ~~the last~~ signatures of the parties hereto.

...

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

...

(Name, legal status, address and other information)

...

St. Tammany Parish Hospital Service District No.2 d/b/a
Slidell Memorial Hospital a political subdivision of the State of Louisiana created by Act 180 of the 1984
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1001 Gause Blvd
Slidell, Louisiana 70458
985-280-2200

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(Name, legal status, address and other information)

...

M Natal Contractors, Inc.
394 Voters Road
Slidell, La. 70461

...

(Name, location and detailed description)

...

Slidell Memorial Hospital Imaging Center Project #15180
1495 Gause Blvd.
Slidell, La. 70458
Corner of Gause Boulevard and Lakewood Drive
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The improvements.

...

The Architect:

...

(Name, legal status, address and other information)

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Dammon Engineering Inc.
an Engineering Corporation
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PAGE 2

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§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 75 (seventy five) calendar days from the date of commencement, or as follows:

PAGE 3

...

3.3.1 Substantial Completion shall be achieved as of the date that the Owner can use or occupy the project for the use for which it was intended, and, if applicable, a certificate of occupancy has been obtained by Contractor in favor

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3.4 Prior to requesting Substantial Completion of the Work, Contractor shall prepare a punch list consisting of all unfinished items, damaged items, items requiring touch up or clean up, and other such items generally included on a Punch list, as noted by Contractor and Owner. The Owner shall consolidate all punch list items so noted and present same to Contractor for expeditious handling.

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PAGE 4

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...

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...

This schedule shall not, however, be used for the pricing of change orders.

...

- 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 ~~ten percent~~ percent (10 %). 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 ~~ten percent~~ percent (-%);10%)

PAGE 5

There shall be no reduction or limitation of retainage.

...

3. Contractor has obtained at its expense and furnished to the Owner a clear lien and privilege certificates

...

in the name of the Contractor and Owner.

...

Final payment is conditioned upon complying with the requirements set forth in the General Conditions of the Contract for Construction.

Final payment shall be made no later than 45 days after issuance of the Architects final Certificate for Payment following Owner's determination that final punch list items have been satisfactorily completed.

...

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

PAGE 6

~~%-Eight Percent (8)~~

...

John William (Bill) Davis, CEO
1001 Gause Blvd.
Slidell, Louisiana 70458

...

Michael Natal

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PAGE 7

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<u>Number</u>	<u>Title</u>	<u>Date</u>
GOO1	Cover Sheet	April 7-2016
LS101	Life Safety and Building Code Information	April 7-2016
C101	Site Demolition Plan	April 7-2016
C102	Paving Plan	April 7-2016
S101	Foundation Plan	April 7-2016
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A101	Partial Site Plan & Architectural Floor Plan	April 7-2016
A201	Exterior Elevations And Reflected Ceiling Plan	April 7-2016
E101	Power & Lighting Plan	April 7-2016
M101	Mechanical Plan	April 7-2016

...

<u>Number</u>	<u>Title</u>	<u>Date</u>
<u>1</u>	<u>05-09-16</u>	<u>2</u>
<u>2</u>	<u>05-12-16</u>	<u>1</u>

PAGE 8

<u>Workers Compensation</u>	<u>Statutory</u>
<u>Employer's Liability</u>	
<u>Bodily Injury by Accident</u>	<u>\$1,000,000.00 Each Accident</u>
<u>Bodily Injury by Disease</u>	<u>\$1,000,000.00 Each Employee</u>
<u>Comprehensive General Liability</u>	<u>\$1,000,000.00 Policy Limit</u>
<u>Bodily Injury</u>	
<u>Property Damage</u>	<u>\$1,000,000.00 Each Occurrence</u>
<u>Comprehensive Automobile Liability</u>	<u>\$1,000,000.00 Each Occurrence</u>

...


OWNER (Signature)


CONTRACTOR (Signature)

John William (Bill) Davis, CEO -
(Printed name and title)

Michael Natal, Vice President
(Printed name and title)

Date 6/15/16


Date 6/15/2016

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Charles K. Dammon, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:07:31 on 06/14/2016 under Order No. 2633101348 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)


(Title)


(Dated)

DOCUMENT 420

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF THE BOARD OF DIRECTORS OF M Natal Contractor, Inc.

At the meeting of the directors of M Natal Contractor, Inc, duly noticed and held on June 10 2016, a quorum being there present, on motion duly made and seconded. It was:

RESOLVED. That Michael Natal, be and is hereby appointed, constituted and designated as agent and attorney-in-fact of the Corporation with full power and authority to act on behalf of this Corporation in all negotiations, bidding, concerns and transactions with St. Tammany Parish Hospital Service District No. 2 dba Slidell Memorial Hospital or any of its agencies, departments, employees or agents, including but not limited to, the execution of all bids, papers, documents, affidavits, bonds, sureties, contracts and acts and to receive and receipt therefore all purchase orders and notices issued pursuant to the provisions of any such bid or contract, this Corporation hereby ratifying, approving, confirming and accepting each and every such act performed by the said agent and attorney-in-fact.

I hereby certify the foregoing to be a true and correct copy of an excerpt of the minutes of the above dated meeting of the Board of Directors of said Corporation, and the same has not been revoked or rescinded



Angela S. Fayard

(Secretary - ~~treasurer~~)

6/10

2016

(Date)

(This form or other document which established Evidence of Agency in accordance with LA R.S. 38:2212 et seq. shall be included in Bid Envelope)

END OF DOCUMENT

**RESOLUTION OF THE
BOARD OF COMMISSIONERS OF
ST. TAMMANY PARISH HOSPITAL SERVICE DISTRICT NO. 2
doing business as
SLIDELL MEMORIAL HOSPITAL**

A regular meeting of the Board of Commissioners of St. Tammany Parish Hospital Service District No. 2, doing business as Slidell Memorial Hospital (the "District"), was held on May 26, 2016 at which meeting a quorum was present and voting.

RECITALS,

The District desires to accept the bid of M. Natal Contractor, Inc. to complete construction of the project identified as Slidell Memorial Hospital Imaging Center Front Entrance Renovation, Dammon Engineering Project No.2253, for the contract sum of One Hundred Fifty-One Thousand Nine Hundred Twenty-Four Dollars (\$151,924.00).

The District desires to benefit from the sales tax exclusion provided to hospital service districts under Louisiana Revised Statute 47:301(8)(c) and desires to appoint M. Natal Contractor, Inc. as agent of the District when purchasing materials to be used in the construction of the project.

RESOLVED,

That the Board of Commissioners accepts the bid of M. Natal Contractor, Inc. to complete construction of the project identified as Slidell Memorial Hospital Imaging Center Front Entrance Renovation, Dammon Engineering Project No.2253, for the contract sum of One Hundred Fifty-One Thousand Nine Hundred Twenty-Four Dollars (\$151,924.00).

That David G. Mannella, Chairman of the Board of Commissioners, John William "Bill" Davis, Chief Executive Officer, and Sandra T. Badinger, Chief Financial Officer, or any of them, be and they are hereby authorized to execute a Construction Agreement between the District and M. Natal Contractor, Inc. to complete construction of the project identified as Slidell Memorial Hospital Imaging Center Front Entrance Renovation, Dammon Engineering Project No.2253, for the contract sum of One Hundred Fifty-One Thousand Nine Hundred Twenty-Four Dollars (\$151,924.00).

That the District hereby appoints M. Natal Contractor, Inc. as agent of the District when purchasing materials to be used in the construction of the project identified as Slidell Memorial Hospital Imaging Center Front Entrance Renovation, Dammon Engineering Project No.2253.

That David G. Mannella, Chairman of the Board of Commissioners, John William "Bill" Davis, Chief Executive Officer, and Sandra T. Badinger, Chief Financial Officer, or any of them, are hereby authorized to execute such documents and to have such additional authority as necessary and appropriate to accomplish the intent of this resolution.

CERTIFICATE

I, the undersigned Secretary of St. Tammany Parish Hospital Service District No. 2, doing business as Slidell Memorial Hospital, certify that the foregoing is a true, accurate and correct excerpt from the minutes of the regular meeting of the Board of Commissioners held on the 26th day of May, 2016, which meeting was duly called and convened and at which meeting a quorum was present and voting.

Slidell, Louisiana this 26th day of May, 2016.



WALTER J. LANE, Secretary

Bond No. SSB0417586

AIA Document A312™ - 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

M. Natal Contractor, Inc.
P.O. Box 518
Slidell, LA 70459

SURETY:

(Name, legal status and principal place of business)

RLI Insurance Company
P.O. Box 3967
Peoria, IL 61612

OWNER:

(Name, legal status and address)

St. Tammany Parish Hospital Service District No. 2 d/b/a
Slidell Memorial Hospital a political subdivision of the State of
Louisiana created by Act 180 of the 1984 Legislature as amended
1001 Gause Blvd.
Slidell, LA 70458 (985-280-2200)

CONSTRUCTION CONTRACT

Date:

Amount: \$151,924.00

Description: Slidell Memorial Hospital Imaging Center
(Name and location) Project #15180

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

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

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

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$151,924.00

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
M. Natal Contractor, Inc.

Signature: *[Signature]*
Name: *[Name]*
and Title: *[Title]*

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

SURETY

Company: *(Corporate Seal)*
RLI Insurance Company

Signature: *[Signature]*
Name: Cathy P. Grace, Attorney-in-Fact
and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

C. P. Grace & Associates, Inc.
3014 Dena Lynn Avenue
Baton Rouge, LA 70816
(225) 214-7571

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
Dammon Engineering, Inc.
54 Old spanish Trail
Slidell, LA 70458
(985-649-5832)



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____

(Corporate Seal)

Company: _____

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Document A312™ - 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

M. Natal Contractor, Inc.
P.O. Box 518
Slidell, LA 70459

SURETY:

(Name, legal status and principal place of business)

RLI Insurance Company
P.O. Box 3967
Peoria, IL 61612

OWNER:

(Name, legal status and address)

St. Tammany Parish Hospital Service District No. 2 d/b/a
Slidell Memorial Hospital a political subdivision of the State of
Louisiana created by Act 180 of the 1984 Legislature as amended
1001 Gause Blvd.
Slidell, LA 70458 (985-280-2200)

CONSTRUCTION CONTRACT

Slidell Memorial Hospital Imaging Cent

Date:

Project No. 15180

Amount: \$151,924.00

Description: Slidell Memorial Hospital Imaging Center
(Name and location) Project #15180

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

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

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

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$151,924.00

Modifications to this Bond: None See Section 18

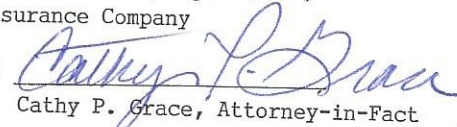
CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
M. Natal Contractor, Inc.

SURETY

Company: *(Corporate Seal)*
RLI Insurance Company

Signature: 
Name: *M. Natal Contractor*
and Title: *Contractor*

Signature: 
Name: Cathy P. Grace, Attorney-in-Fact
and Title:

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

C. P. Grace & Associates, Inc.
3014 Dena Lynn Avenue
Baton Rouge, LA 70816
(225) 214-7571

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Dammon Engineering, Inc.
54 Old spanish Trail
Slidell, LA 70458
(985-649-5832)



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company**, a Illinois corporation, and/or **Contractors Bonding and Insurance Company**, a Washington corporation (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Cathy P. Grace, Sharon R. Carughi, jointly or severally

in the City of Baton Rouge, State of Louisiana, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 17th day of July, 2014.

State of Illinois }
County of Peoria } SS



RLI Insurance Company
Contractors Bonding and Insurance Company

Roy C. Die

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, and/or **Contractors Bonding and Insurance Company**, a Washington corporation, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____, day of _____, _____.

RLI Insurance Company
Contractors Bonding and Insurance Company

Roy C. Die

Vice President

Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public

