



STATE OF ARKANSAS  
**Department of Finance  
and Administration**

**OFFICE OF STATE PROCUREMENT**

1509 West Seventh Street, Suite 300  
Little Rock, Arkansas 72201-4222  
Phone: (501) 324-9316  
Fax (501) 324-9311  
<http://www.arkansas.gov>

December 14, 2012

Senator Mary Anne Salmon, Co-Chair  
Representative Tommy Lee Baker, Co-Chair  
Arkansas Legislative Council  
State Capitol  
Little Rock, AR 72201

RE: Contract Disclosure

Dear Senator Salmon and Representative Baker:

Arkansas State University at Beebe plans to enter into a construction contract with Hydco, Inc. to renovate their Student Center interior renovations and dining expansion. Barry Hyde, the President of Hydco, Inc. has disclosed that he is a current State Representative. Therefore I am submitting this contract for the review of the Arkansas Legislative Council Committee in accordance with the provisions of ACA 19-11-264.

The Office of State Procurement confirms that this contract meets the solicitation requirement and criteria and that Arkansas State University at Beebe properly complied with the procurement process. The Office of State Procurement therefore recommends that this contract has fulfilled all necessary requirements to create a legal contract.

Respectfully yours,

A handwritten signature in black ink, appearing to read "Jane T. Benton". The signature is fluid and cursive, with the first name "Jane" being more prominent.

Jane T. Benton, Administrator  
Office of State Procurement

**HYDCO, INC.**

208 North Beech Street, North Little Rock, AR 72114


(Phone) 371-0255

(Fax) 371-0020

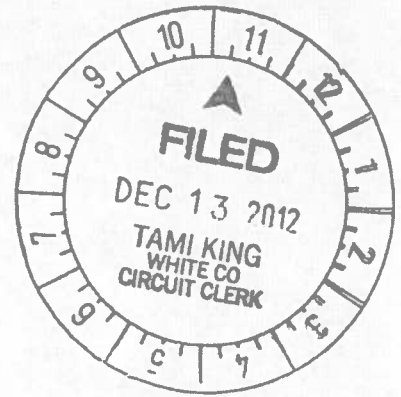
## TRANSMITTAL

<b>TO:</b>	Stephanie Creed Arkansas State University Beebe PO Box 1000 Beebe, AR 72012-1000	<b>DATE:</b>	12/12/12
<b>FROM:</b>	Kristy Hull Contract Administrator	<b>JOB NO.:</b>	8777
<b>PROJECT:</b>	ASU Beebe-Student Center Interior Renovations & Dining	<b>ARCH NO.:</b>	ASUB-12-1319
		<b>TRAN NO.:</b>	0023
		<b>TO PHONE:</b>	501-882-4547
		<b>TO FAX:</b>	501-882-4531
		<b>SENT VIA:</b>	Delivery Service

COPIES:	DATED:	DESCRIPTION:
3 3 1 1 1 2	12/13/12	Payment & Performance Bond (FILED) Certificate of Insurance Contract and Grant Disclosure and Certification Form DFA Illegal Immigrant Contractor Disclosure Certification Consent to Release Criminal Background Data Agreement Form
<b>ACTION:</b>	For your use as requested	
<b>REMARKS:</b>	Please return to our office (1) fully executed copy of the Agreement Form for our records.	

DISTRIBUTION	COPIES	SENT VIA
By:  Kristy Hull		File

Copy Bond 2012-516



DATE: December 11, 2012

DOCUMENT: PERFORMANCE AND PAYMENT BOND

BOND #: S419748

PRINCIPAL: Hydco, Inc.

OBLIGEE: Arkansas State University

PROJECT: Project #12-1319 Student Center Interior Renovations and Dining Expansion

CONTRACT DATE: 12/13/12

**Bond Number: S419748**

Arkansas State University – Beebe  
Bid Documents Division Zero

Executed by the parties who individually represent that each voluntarily enters into and has the authority to enter into this agreement.

BY: [Signature] 12-12-12  
Contractor Date

BY: [Signature] 12-12-12  
AR Resident Agent or Non Resident Agent/Attorney-in-Fact Date

Steven C. Russell 12/11/12  
Print: Agent's Name Date

1501 Mart Drive  
Address

Little Rock Pulaski AR 72225  
City County State Zip Code

Work Phone: 501-666-6653 Fax: 501-666-7168

E-Mail: srussell@riskservicesar.com

END OF PERFORMANCE AND PAYMENT BOND

# EMC Insurance Companies

No. 999764

P.O. Box 712 • Des Moines, IA 50306-0712

## CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- Employers Mutual Casualty Company, an Iowa Corporation
- EMCASCO Insurance Company, an Iowa Corporation
- Union Insurance Company of Providence, an Iowa Corporation
- Illinois EMCASCO Insurance Company, an Iowa Corporation
- Dakota Fire Insurance Company, a North Dakota Corporation
- EMC Property & Casualty Company, an Iowa Corporation
- Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint: STEVEN C. RUSSELL, DAVID F. FEILD, SHERRY L. BURGNER, KAREN J. PAYNE, C. DWAYNE SHELTON

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

### ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2014 unless sooner revoked.

### AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this

27th day of APRIL, 2012

Seals



Bruce G. Kelley  
Bruce G. Kelley, Chairman  
of Companies 2, 3, 4, 5 & 6; President  
of Company 1; Vice Chairman and  
CEO of Company 7

Michael Freel  
Michael Freel  
Assistant Vice President/  
Assistant Secretary

On this 27th day of APRIL, AD 2012 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.  
My Commission Expires March 13, 2014.

Laurel A. Bloss  
Notary Public in and for the State of Iowa

### CERTIFICATE

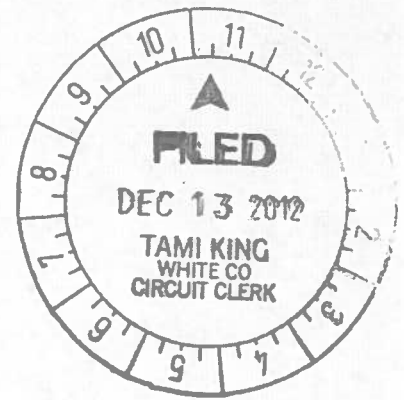
I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on APRIL 27, 2012 on behalf of: STEVEN C. RUSSELL, DAVID F. FEILD, SHERRY L. BURGNER, KAREN J. PAYNE, C. DWAYNE SHELTON

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 11th day of December, 2012

[Signature]  
Vice President

Copy <sup>TSR</sup> 2012-516



DATE: December 11, 2012

DOCUMENT: PERFORMANCE AND PAYMENT BOND

BOND #: S419748

PRINCIPAL: Hydco, Inc.

OBLIGEE: Arkansas State University

PROJECT: Project #12-1319 Student Center Interior Renovations and Dining Expansion

CONTRACT DATE: 12/13/12

**Bond Number: S419748**

Performance and Payment Bond  
ASU-B-12-1319  
1 of 2



Arkansas State University – Beebe  
Bid Documents Division Zero

Executed by the parties who individually represent that each voluntarily enters into and has the authority to enter into this agreement.

BY: \_\_\_\_\_ 12-12-12  
Contractor Date

BY: \_\_\_\_\_ 12-13-12  
AR Resident Agent or Non Resident Agent/Attorney-in-Fact Date

Steven C. Russell 12/11/12  
Print: Agent's Name Date

1501 Mart Drive  
Address

Little Rock Pulaski AR 72225  
City County State Zip Code

Work Phone: 501-666-6653 Fax: 501-666-7168

E-Mail: srussell@riskservicesar.com

END OF PERFORMANCE AND PAYMENT BOND

# EMC Insurance Companies® No. 999760

P.O. Box 712 • Des Moines, IA 50306-0712

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### ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2014 unless sooner revoked.

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IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this

27th day of APRIL, 2012.

Seals



Bruce G. Kelley  
Bruce G. Kelley, Chairman  
of Companies 2, 3, 4, 5 & 6; President  
of Company 1; Vice Chairman and  
CEO of Company 7

Michael Freel  
Michael Freel  
Assistant Vice President/  
Assistant Secretary

On this 27th day of APRIL, AD 2012 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.  
My Commission Expires March 13, 2014.

Laurel A. Bloss  
Notary Public in and for the State of Iowa

### CERTIFICATE

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J. D. Clough  
Vice President

Copy Bond 2012-516



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Arkansas State University – Beebe  
Bid Documents Division Zero

Executed by the parties who individually represent that each voluntarily enters into and has the authority to enter into this agreement.

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Contractor Date

BY:  12-13-12  
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Steven C. Russell 12/11/12  
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Address

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City	County	State	Zip Code

Work Phone: 501-666-6653 Fax: 501-666-7168

E-Mail: srussell@riskservicesar.com

**END OF PERFORMANCE AND PAYMENT BOND**

# EMC Insurance Companies<sup>®</sup> No. 999759

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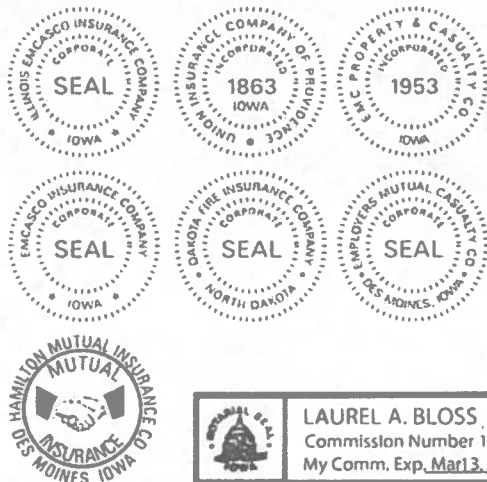
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Bruce G. Kelley, Chairman  
of Companies 2, 3, 4, 5 & 6; President  
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*Michael Freel*  
Michael Freel  
Assistant Vice President/  
Assistant Secretary

On this 27th day of APRIL AD 2012 before me a  
Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel,  
who, being by me duly sworn, did say that they are, and are known to me to be the Chairman,  
President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary,  
respectively, of each of The Companies above, that the seals affixed to this instrument are the  
seals of said corporations; that said instrument was signed and sealed on behalf of each of the  
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and Michael Freel, as such officers, acknowledged the execution of said instrument to be the  
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are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of  
each Company this 11th day of December, 2012

*[Signature]* Vice President



HYDCINC-01

KGATLIN

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2012

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

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

<b>PRODUCER</b> Risk Services of Arkansas 1501 Mart Dr Little Rock, AR 72202	<b>CONTACT NAME:</b>	<b>PHONE (A/C, No, Ext):</b> (501) 666-6653	<b>FAX (A/C No):</b> (501) 666-7168
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b>  Hydco, Inc. 208 N. Beech North Little Rock, AR 72114	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Bituminous Casualty Corp.		20095
	<b>INSURER B:</b> Great American Insurance Co. of NY		22136
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			CLP3562792	12/1/2012	12/1/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MED EXP (Any one person) \$ 5,000				
	<input checked="" type="checkbox"/> XCU Included		PERSONAL & ADV INJURY \$ 1,000,000				
	<input checked="" type="checkbox"/> Contractual Liab					GENERAL AGGREGATE \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER					PRODUCTS - COMPIOP AGG \$ 2,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$	
A	<b>AUTOMOBILE LIABILITY</b>			CAP3562791	12/1/2012	12/1/2013	COMBINEO SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$				
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$				
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$				
						\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		CUP2590687	12/1/2012	12/1/2013	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS MADE					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WC3562793	12/1/2012	12/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes describe under DESCRIPTION OF OPERATIONS below						E.L. OISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
B	<b>Builders Risk(Spec)</b>			IMP6029360	12/1/2012	12/1/2013	Completed Value

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: Project #: 12-1319 Student Center Interior Renovations and Dining Expansion

**CERTIFICATE HOLDER**

Arkansas State University - Beebe  
PO Box 1000  
1507 West Center  
Beebe, AR 72012-1000

**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





HYDCINC-01

KGATLIN

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY			CLP3562792	12/1/2012	12/1/2013	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> XCU Included						PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liab						GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			CAP3562791	12/1/2012	12/1/2013	COMBINE SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		CUP2590687	12/1/2012	12/1/2013	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC3562793	12/1/2012	12/1/2013	<input checked="" type="checkbox"/> WC STATUS <input type="checkbox"/> OTH ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
B	Builders Risk(Spec)			IMP6029360	12/1/2012	12/1/2013	Completed Value	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Project #: 12-1319 Student Center Interior Renovations and Dining Expansion

**CERTIFICATE HOLDER****CANCELLATION**

Arkansas State University - Beebe  
PO Box 1000  
1507 West Center  
Beebe, AR 72012-1000

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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HYDCINC-01

KGATLIN

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2012

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

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

PRODUCER  
Risk Services of Arkansas  
1501 Mart Dr  
Little Rock, AR 72202

## CONTACT

NAME:

PHONE

(A/C, No, Ext):

E-MAIL

ADDRESS:

(501) 666-6653

FAX

(A/C, No):

(501) 666-7168

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Bituminous Casualty Corp.

20095

INSURER B: Great American Insurance Co. of NY

22136

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## INSURED

Hydco, Inc.  
208 N. Beech  
North Little Rock, AR 72114

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CLP3562792	12/1/2012	12/1/2013	EACH OCCURRENCE
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> XCU Included						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Contractual Liab						PERSONAL & ADV INJURY \$ 1,000,000
A	GEN'L AGGREGATE LIMIT APPLIES PER:			CAP3562791	12/1/2012	12/1/2013	GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
A	<input type="checkbox"/> HIRED AUTOS			CUP2590687	12/1/2012	12/1/2013	PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
A	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			WC3562793	12/1/2012	12/1/2013	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E L EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$ 500,000
							E L DISEASE - POLICY LIMIT \$ 500,000
B	Builders Risk(Spec)			IMP6029360	12/1/2012	12/1/2013	Completed Value

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: Project #: 12-1319 Student Center Interior Renovations and Dining Expansion

## CERTIFICATE HOLDER

Arkansas State University - Beebe  
PO Box 1000  
1507 West Center  
Beebe, AR 72012-1000

## 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

# Contract Grant and Disclosure Certification Form - Section 00850

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SOCIAL SECURITY NUMBER	FEDERAL ID NUMBER	SUBCONTRACTOR:	SUBCONTRACTOR NAME:
TAXPAYER ID#: -- --	OR 71 -- 0653170	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
TAXPAYER ID NAME: Hydco, Inc.		IS THIS FOR: <input type="checkbox"/> Goods? <input type="checkbox"/> Services? <input checked="" type="checkbox"/> Both?	
YOUR LAST NAME: Hyde	FIRST NAME: Barry	M.I.: D	
ADDRESS: 208 North Beech Street			
CITY: North Little Rock	STATE: AR	ZIP CODE: 72114	COUNTRY: USA

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

## FOR INDIVIDUALS\*

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (D)		Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

☐ None of the above applies

## FOR AN ENTITY (BUSINESS)\*

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (D)		Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly	X		State Representative	01/07	12/12	Barry D. Hyde	70%	CEO
Constitutional Officer								
State Board or Commission Member								
State Employee								

☐ None of the above applies.

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

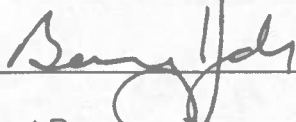
1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

*Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.*

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature  Title CEO Date 12/12/12  
Entity Contact Person Barry D Hyde Title CEO Phone No. 371-0255

AGENCY USE ONLY

Agency Number \_\_\_\_\_ Agency Name ASU-Beebe Agency Contact Person \_\_\_\_\_ Contact Phone No. \_\_\_\_\_ Contract or Grant No. \_\_\_\_\_

## DFA Illegal Immigrant Contractor Disclosure Certification

### DFA Illegal Immigrant Contractor Disclosure Certification View Submission Details

<b>Vendor:</b>	Hydco, Inc.
<b>Contract Type:</b>	Construction
<b>Bid Number:</b>	ASUB121319
<b>Disclosure Statement:</b>	I, certify that we/I do not employ or contract with an illegal immigrant. Answer: yes
<b>Contact E-mail:</b>	kristy_hicks@hotmail.com
<b>Agency Name:</b>	Arkansas State University - Beebe
<b>Submitted At:</b>	12-11-12

Arkansas State University-Beebe

Department of Human Resources

P.O. Box 1000

Beebe, AR 72012-1000

501.882.8367 501.882.8343 ( FAX)



ARKANSAS STATE  
UNIVERSITY  
BEEBE

Beebe, Heber Springs, Searcy  
Little Rock Air Force Base

**Instructions to Applicants:**

As part of the applicant screening process, Arkansas State University – Beebe plans to obtain a Criminal Background Check. Such reports may be obtained from the Arkansas State Police and/or from any other Criminal Background Reporting Agency. Under the Fair Credit Reporting Act and related state laws, ASU-Beebe cannot request any information from the Arkansas State Police and/or from any other Criminal Background Reporting Agency without the individual's written consent. As a result, you are requested to fill out and sign this consent form and return it to the ASU-Beebe Department of Human Resources.

**Consent to Release Criminal Background Data**

As a condition for employment, ASU-Beebe has requested access to my Criminal Background Data. By signing below, I authorize the Arkansas State Police, and all other Criminal Background Reporting Agencies, to release to ASU-Beebe any information from my files that legally can be disclosed in reports to employers under the Fair Credit Reporting Act and related state laws.

I acknowledge that I have received "A Summary of Your Rights Under the Fair Credit Reporting Act."

Contact ASU-Beebe:

Department of Human Resources  
Arkansas State University - Beebe  
P.O. Box 1000, Beebe, AR 72012

Clay Brumett  
Signature of Applicant

12/6/12  
Date

For identification purposes, applicants should PRINT the following information:

Ellard Clay N/A Brumett  
First Name: Middle Name: Maiden Name: Last Name:

Other Names Used: \_\_\_\_\_

Date of Birth: 03/25/1959 State of Birth: AR Male or Female: male  
Month/Day/Year

Social Security Number: 432-25-6715 Driver's License Number & State: 929155992/AR

Street Address: 20100 Bates Road

City, State, and Zip Code: Little Rock, AR 72206

*Para informacion en espanol, visite [www.ftc.gov/credit](http://www.ftc.gov/credit) o escribe a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.*

### **A Summary of Your Rights Under the Fair Credit Reporting Act**

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to [www.ftc.gov/credit](http://www.ftc.gov/credit) or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identify theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.ftc.gov/credit](http://www.ftc.gov/credit) for additional information.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.ftc.gov/credit](http://www.ftc.gov/credit) for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.



- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.ftc.gov/credit](http://www.ftc.gov/credit).
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-800-XXX-XXXX.
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.ftc.gov/credit](http://www.ftc.gov/credit).

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

TYPE OF BUSINESS:	CONTACT:
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 1-877-382-4357
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation, Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250 202-720-7051

**AGREEMENT FORM**  
**Section 00520**

THIS AGREEMENT entered into this 13th day of December, 2012 by and between HYDCO, Inc. hereinafter referred to as the Contractor, and Arkansas State University - Beebe hereinafter referred to as Owner in accordance with Ark. Code Ann. § 22-2-101 et seq.,

WITNESSETH:

1. That for and in consideration of the payment by the owner in the amount of \$1,198,000.00 to be made as set forth in the Contract Documents, the Contractor hereby agrees to furnish all I, tools, labor, equipment, and materials, and to build and construct that certain project in White County, designated as

Project #: 12-1319 Student Center Interior Renovations and Dining Expansion

Project Name: 12-1319 Student Center Interior Renovations and Dining Expansion consisting of construction, more specifically described in the Contract Documents attached hereto and incorporated herein by reference. Contract Documents include the following: the Agreement Form (this instrument); the Invitation to Bid; Instruction to Bidders; Bid Form; all Addenda; Performance and Payment Bond; General and Supplementary Conditions; Drawings and Specifications, Drawings listed in the Specifications; Notice to Proceed; and Change Orders. All construction shall be in exact accord with the Contract Documents filed with the Purchasing Department of Arkansas State University - Beebe on December 4, 2012. Arkansas State University - Beebe shall have direct contract supervision. Said construction shall be to the satisfaction of Owner and in accordance with the laws of the State of Arkansas, and the work shall be subject to inspection and approval at all times by the appropriate state and federal agencies.

2. Owner may at any time during the progress of the work alter, change, subtract from, or add to said Contract Documents without violating this Agreement or the terms thereof. Said changes, alterations, subtractions, or additions shall be set forth in writing in a document referred to as a "Change Order." Said document shall not be effective unless approved by ASU-B. Once effective, the Change Order shall be attached hereto and incorporated herein by reference and shall be made a condition or term of the Contract Documents.

3. The Contractor agrees, for the consideration set forth in the Bid Form, to begin work within 10 calendar days after a Notice to Proceed is issued and to complete the work on or before August 1, 2013. If the Contractor fails to complete the work within the time limit herein specified, he shall pay to the Owner, \$750.00 per calendar day as referenced in the bid form, as liquidated damages and not in the nature of a penalty, it being understood and agreed between the parties hereto that the said sum fixed as liquidated damages is a reasonable sum, considering the damages that Owner will sustain in the event of any such delay, and said amount is herein agreed upon and fixed as liquidated damages because of difficulty of ascertaining the exact amount of damages that may be sustained by such delay. The said sum shall be deducted from the final amount of estimate due the Contractor.

4. Should Contractor be delayed in the execution or completion of the work by the act, neglect or default of the State, or by any damage by fire, weather conditions or other casualty or event for which the contractor is not responsible, or by general strikes or lockouts caused by acts of employees, then any extended period shall be determined and fixed by the Owner. Said extended period shall be the time for a period equivalent to the time lost by reason of any or all of the causes aforesaid, but no such allowance shall be made unless a claim therefore is presented in writing to the Owner within seven calendar days of the occurrence of the event causing the delay.

5. It is mutually agreed between the parties that in the performance of this contract, Contractor is acting independently and in no sense as Agent of the State. Contractor shall not let, assign, or transfer this contract or any interest therein, without the written consent of the Owner.



6. It is agreed and understood between the parties hereto that the Contractor shall accept and the Owner will pay for the work, at the prices stipulated in the Contract Documents, such payment to be in the form of legal tender, and the payment shall be made at the time and in the manner set forth in the Contract Documents.

7. Any laborer or mechanic employed by the Contractor or any Subcontractors for this project, directly on site for the work covered by the Contract Documents, shall be paid a rate of wages required by the Contract Documents. If the Owner discovers that wages less than the rate of wages specified by the Contract Documents have been or are being paid, then the Owner after giving written notice to the Contractor, will terminate the Contractor's right to proceed with the project work or such part of the work as to which there has been a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the Contractor and his sureties shall be liable to the Owner for any excess costs occasioned thereby.

8. Contractor shall promptly repair, at his own expense and to the satisfaction of the Owner, damage done by him or his employees or agents at the work site, or to the public property or buildings, or both, and will save the State harmless from all claims of any person for injury to person or to property occasioned by his act, or the acts of his employees or agents, while in the execution of the work specified.

9. The Owner may terminate this agreement to the extent Owner's funds are no longer available for expenditures under this agreement.

10. Failure to make any disclosure required by Governor's Executive order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the Agency.

a) The contractor shall prior to entering any agreement with any subcontractor, for which the total consideration is greater than \$25,000, require the subcontractor to complete a Contract and Grant Disclosure and Certification Form. The contractor shall ensure that any agreement, current or future between the contractor and a subcontractor for which the total consideration is greater than \$25,000 shall contain the following:

b) The Contractor shall, within ten days of entering into any agreement with a subcontractor, transmit to Arkansas State University - Beebe, a copy of the Contract and Grant Disclosure and Certification Form completed and signed by the subcontractor and a statement containing the dollar amount of the subcontractor.

c) The terms and conditions regarding the failure to disclose and conditions which constitutes material breach of contract and rights of termination and remedies under the Executive Order 98-04 are hereby incorporated within.

11. Nothing in this Contract shall be construed to waive the sovereign immunity of the STATE OF ARKANSAS or any entities thereof.

Executed by the parties who individually represent that each have the authority to enter into this Contract.

**CONTRACTOR**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Jeremy Hyde  
Print Name

Title: \_\_\_\_\_  
VP of Operations

Firm: \_\_\_\_\_  
Hydco, Inc.

Address: \_\_\_\_\_  
208 North Beech St., NLR, AR 72114

Date: 12/13/12

Affix Corporate Seal (if any)

**WITNESS:**

Name: \_\_\_\_\_  
Gentry Hull

Address: \_\_\_\_\_  
208 North Beech St., NLR, AR 72114

**OWNER:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Agency: \_\_\_\_\_  
Arkansas State University – Beebe

Address: \_\_\_\_\_  
P. O. Box 1000, 1507 West Center, Beebe, Arkansas 72012-1000

Date: \_\_\_\_\_

**END OF SECTION 00520**

**AGREEMENT FORM**  
**Section 00520**

THIS AGREEMENT entered into this 13th day of December, 2012 by and between HYDCO, Inc. hereinafter referred to as the Contractor, and Arkansas State University - Beebe hereinafter referred to as Owner in accordance with Ark. Code Ann. § 22-2-101 et seq.,

WITNESSETH:

1. That for and in consideration of the payment by the owner in the amount of \$1,198,000.00 to be made as set forth in the Contract Documents, the Contractor hereby agrees to furnish all I, tools, labor, equipment, and materials, and to build and construct that certain project in White County, designated as

Project #: 12-1319 Student Center Interior Renovations and Dining Expansion

Project Name: 12-1319 Student Center Interior Renovations and Dining Expansion consisting of construction, more specifically described in the Contract Documents attached hereto and incorporated herein by reference. Contract Documents include the following: the Agreement Form (this instrument); the Invitation to Bid; Instruction to Bidders; Bid Form; all Addenda; Performance and Payment Bond; General and Supplementary Conditions; Drawings and Specifications, Drawings listed in the Specifications; Notice to Proceed; and Change Orders. All construction shall be in exact accord with the Contract Documents filed with the Purchasing Department of Arkansas State University - Beebe on December 4, 2012. Arkansas State University - Beebe shall have direct contract supervision. Said construction shall be to the satisfaction of Owner and in accordance with the laws of the State of Arkansas, and the work shall be subject to inspection and approval at all times by the appropriate state and federal agencies.

2. Owner may at any time during the progress of the work alter, change, subtract from, or add to said Contract Documents without violating this Agreement or the terms thereof. Said changes, alterations, subtractions, or additions shall be set forth in writing in a document referred to as a "Change Order." Said document shall not be effective unless approved by ASU-B. Once effective, the Change Order shall be attached hereto and incorporated herein by reference and shall be made a condition or term of the Contract Documents.

3. The Contractor agrees, for the consideration set forth in the Bid Form, to begin work within 10 calendar days after a Notice to Proceed is issued and to complete the work on or before August 1, 2013. If the Contractor fails to complete the work within the time limit herein specified, he shall pay to the Owner, \$750.00 per calendar day as referenced in the bid form, as liquidated damages and not in the nature of a penalty, it being understood and agreed between the parties hereto that the said sum fixed as liquidated damages is a reasonable sum, considering the damages that Owner will sustain in the event of any such delay, and said amount is herein agreed upon and fixed as liquidated damages because of difficulty of ascertaining the exact amount of damages that may be sustained by such delay. The said sum shall be deducted from the final amount of estimate due the Contractor.

4. Should Contractor be delayed in the execution or completion of the work by the act, neglect or default of the State, or by any damage by fire, weather conditions or other casualty or event for which the contractor is not responsible, or by general strikes or lockouts caused by acts of employees, then any extended period shall be determined and fixed by the Owner. Said extended period shall be the time for a period equivalent to the time lost by reason of any or all of the causes aforesaid, but no such allowance shall be made unless a claim therefore is presented in writing to the Owner within seven calendar days of the occurrence of the event causing the delay.

5. It is mutually agreed between the parties that in the performance of this contract, Contractor is acting independently and in no sense as Agent of the State. Contractor shall not let, assign, or transfer this contract or any interest therein, without the written consent of the Owner.

6. It is agreed and understood between the parties hereto that the Contractor shall accept and the Owner will pay for the work, at the prices stipulated in the Contract Documents, such payment to be in the form of legal tender, and the payment shall be made at the time and in the manner set forth in the Contract Documents.

7. Any laborer or mechanic employed by the Contractor or any Subcontractors for this project, directly on site for the work covered by the Contract Documents, shall be paid a rate of wages required by the Contract Documents. If the Owner discovers that wages less than the rate of wages specified by the Contract Documents have been or are being paid, then the Owner after giving written notice to the Contractor, will terminate the Contractor's right to proceed with the project work or such part of the work as to which there has been a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the Contractor and his sureties shall be liable to the Owner for any excess costs occasioned thereby.

8. Contractor shall promptly repair, at his own expense and to the satisfaction of the Owner, damage done by him or his employees or agents at the work site, or to the public property or buildings, or both, and will save the State harmless from all claims of any person for injury to person or to property occasioned by his act, or the acts of his employees or agents, while in the execution of the work specified.

9. The Owner may terminate this agreement to the extent Owner's funds are no longer available for expenditures under this agreement.

10. Failure to make any disclosure required by Governor's Executive order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the Agency.

a) The contractor shall prior to entering any agreement with any subcontractor, for which the total consideration is greater than \$25,000, require the subcontractor to complete a Contract and Grant Disclosure and Certification Form. The contractor shall ensure that any agreement, current or future between the contractor and a subcontractor for which the total consideration is greater than \$25,000 shall contain the following:

b) The Contractor shall, within ten days of entering into any agreement with a subcontractor, transmit to Arkansas State University - Beebe, a copy of the Contract and Grant Disclosure and Certification Form completed and signed by the subcontractor and a statement containing the dollar amount of the subcontractor.

c) The terms and conditions regarding the failure to disclose and conditions which constitutes material breach of contract and rights of termination and remedies under the Executive Order 98-04 are hereby incorporated within.

11. Nothing in this Contract shall be construed to waive the sovereign immunity of the STATE OF ARKANSAS or any entities thereof.

Executed by the parties who individually represent that each have the authority to enter into this Contract.

**CONTRACTOR**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Jeremy Hyde  
Print Name

Title: \_\_\_\_\_  
VP of Operations

Firm: \_\_\_\_\_  
Hydco, Inc.

Address: \_\_\_\_\_  
208 North Beech St., NLR, AR 72114

Date: 12/13/12

Affix Corporate Seal (if any)

**WITNESS:**

Name: \_\_\_\_\_  
Gusty Hull

Address: \_\_\_\_\_  
208 North Beech St., NLR, AR 72114

**OWNER:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Agency: \_\_\_\_\_  
Arkansas State University - Beebe

Address: \_\_\_\_\_  
P. O. Box 1000, 1507 West Center, Beebe, Arkansas 72012-1000

Date: \_\_\_\_\_

**END OF SECTION 00520**