



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>

November 12, 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:

The Arkansas Real Estate Commission plans to enter into a construction contract with Hydco, Inc. to renovate their office building located at 612 South Summit Street in Little Rock. 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 the Real Estate Commission 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 cursive script, reading "Jane T. Benton".

Jane T. Benton, Administrator  
Office of State Procurement



## STATE OF ARKANSAS REAL ESTATE COMMISSION

612 South Summit Street  
Little Rock AR 72201-4740  
Phone: (501) 683-8010  
FAX: (501) 683-8020

Administration: arec@arkansas.gov  
Investigations: arecinv@arkansas.gov  
Licensing: arecllc@arkansas.gov  
Web Site: www.arec.arkansas.gov

**COMMISSIONERS**  
Jim Newell, Chair  
Tina Daniel, Vice Chair  
Karen Crowson  
Ken Gill  
Sylvester L. Smith III

**COMMISSION STAFF**  
Gary C. Isom  
Executive Director  
Andrea S. Alford  
Deputy Executive Director

October 8, 2012

Ms. Jane Benton, Administrator  
Department of Finance and Administration  
1509 West 7<sup>th</sup> Street, Suite 300  
Little Rock, AR 72201

RE: Contract and Grant Disclosure and Certification Form for Hydco, Inc. renovation agreement with Arkansas Real Estate Commission

Dear Ms. Benton:

The information herein is being submitted pursuant to A.C.A. § 19-11-264 concerning disclosure by a member of the General Assembly when entering into a contract with a state agency.

The Arkansas Real Estate Commission (AREC) is planning a capital improvement project to upgrade its office building located at 612 S. Summit Street, Little Rock, AR 72201.

Following the receipt of ABA's evaluation of the bids, AREC signed the Owner's Determination to Award to Hydco, Inc. and the Notice of Intent to Award letter was sent to the design professionals, Williams and Dean Associated Architects, Inc.

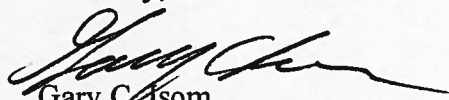
It has been disclosed on the Contract and Grant Disclosure and Certification Form that State Representative Barry Hyde is 70% owner and CEO of Hydco, Inc.. Therefore, the following documents are enclosed for your review and recommendation regarding the legality of the contract for compliance with Arkansas Procurement Law, A.C.A. § 19-11-264(c):

1. Ad Copy
2. Arkansas Building Authority's Bid Evaluation Letter
3. Bid Tabulation and Corresponding Letter
4. Intent to Award
5. Signed Agreement Form
6. Performance and Payment Bond
7. Contract and Grant Disclosure and Certification Form
8. Certificate of Liability Insurance

It is our understanding that your office will transmit this information to the Legislative Council for processing.

Please contact Victoria Settles, Manager, by phone at 501-683-8044 or email [victoria.settles@arkansas.gov](mailto:victoria.settles@arkansas.gov) if you require further information regarding this contract.

Sincerely,



Gary C. Isom  
Executive Director

Enclosures

# Arkansas Democrat Gazette

## STATEMENT OF LEGAL ADVERTISING

AR REAL ESTATE COMM/LEGAL  
612 S SUMMIT ST  
LITTLE ROCK AR 72201

REMIT TO:  
ARKANSAS DEMOCRAT-GAZETTE, INC.  
P.O. BOX 2221  
LITTLE ROCK, AR 72203

ATTN: Victoria Settles

DATE : 07/22/12 INVOICE #: 2764711  
ACCT #: L5512272 P.O. #: 2481201

BILLING QUESTIONS CALL 378-3812

STATE OF ARKANSAS, }  
COUNTY OF PULASKI, } ss.

I, Elizabeth Myers do solemnly swear that I am the Legal Billing Clerk of the Arkansas Democrat - Gazette, a daily newspaper printed and published in said County, State of Arkansas; that I was so related to this publication at and during the publication of the annexed legal advertisement in the matter of:


contractors

pending in the Court, in said County, and at the dates of the several publications of said advertisement stated below, and that during said periods and at said dates, said newspaper was printed and had a bona fide circulation in said County; that said newspaper had been regularly printed and published in said County, and had a bona fide circulation therein for the period of one month before the date of the first publication of said advertisement; and that said advertisement was published in the regular daily issues of said newspaper as stated below.

DATE	DAY	LINAGE	RATE	DATE	DAY	LINAGE	RATE
07/15	Sun	92	1.45				
07/22	Sun	92	1.45				

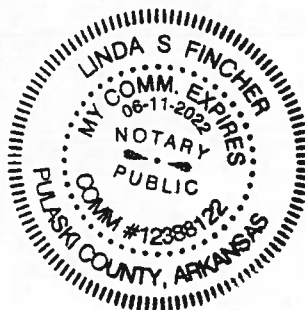
TOTAL COST -----  
Billing Ad #: 71387784

266.80

  
Subscribed and sworn to me this 23

day of July 20 12

Notary Public



### AD COPY

**NOTICE TO CONTRACTORS**  
Sealed bids will be received until 2:00 P.M., July 31, 2012 in the Conference Room, Arkansas Building Authority, Construction Section, 501 Woodlane Drive, Suite G 05, Little Rock, Arkansas for the following:

Renovation of existing Real Estate Commission Building located in Little Rock, Arkansas for the Arkansas Real Estate Commission PR #2481201

There will be a Pre-Bid Conference to be held at 10:00 A.M. on July 23, 2012 at 612 South Summit Street, Little Rock, Arkansas 72201. The State reserves the right to schedule additional meetings.

**BID DOCUMENTS:** The official version of the complete set of the Contract documents should be examined and are obtainable from Williams & Dean Associated Architects, #18 Corporate Hill Drive, Little Rock, Arkansas 72205. Prime bidders will be furnished three (3) sets of bidding documents at Southern Reprographics, 901 West 7th Street, Little Rock, Arkansas 72201, 501-372-4011. Bidders must deposit a check in the amount of \$50.00 per set payable to Williams & Dean Associated Architects. Deposits will be refunded to all prime bidders who return bidding documents in good condition within 10 days of opening of bids. A bidder receiving a contract award may retain the bidding documents and the bidders deposit will be refunded. Prime bidders requiring additional sets and sub-bidders may purchase bidding documents through Southern Reprographics.

**DESIGN PROFESSIONAL:** Williams & Dean Associated Architects, Inc., #18 Corporate Hill Drive, Suite 210, Little Rock, Arkansas 72205, 501-224-1900.

The Arkansas Department of Labor's Prevailing Wage Rates shall apply to this project. A bid security in the amount of 5% shall accompany each bid, if the bid is in excess of \$20,000.00.

Pursuant to Ark. Code Ann. § 22-9-203, the State encourages all small, minority, and women business enterprises to submit bids for capital improvements. Encouragement is also made to all general contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

The State reserves the right to reject any or all bids and to waive any formalities.

71387784f



**MEMORANDUM**

To: Victoria Settles  
From: Amber Schmidt, CDT, Construction Document Analyst  
Re: 2481201, Building Renovations, AR Real Estate Commission  
Date: August 7, 2012  
Cc: Gary Dean, (electronic)

This office has completed its evaluation of the bids received regarding the contractor's licensure, bid form submittal, bid security, and applicable subcontractors' listings/licensures. The unofficial bid tabulation is attached along with any correspondence from ABA to rejected bidders due to non-responsiveness or lack of licensure. The certified project amount established by your agency is \$431,818.00.

While ABA approves contracts, state agencies have the responsibility in determining and selecting the lowest responsible bidder. The following items can be considered but are not limited to information found within the bid proposal, submittals, contractor fact sheet, contractor certifications as well as those items listed within §3-324 of the ABA Minimum Standards and Criteria. Your design professional may assist you in this endeavor. If you determine the apparent low bidder is not responsible please inform us immediately before taking any other actions. Once you have determined the lowest responsible bidder, your options are:

- 1) Issue "an intent to award" to the lowest responsible bidder;
- 2) If the bid amount is over the certified amount, agencies may enter into negotiations with the lowest responsible bidder if the bid amount is within 25% of the certified amount; or
- 3) Reject all bids and request to either rebid the project;
- 4) Reject all bids and cancel/postpone the project.

Please complete the Owners' Determination Award form by indicating your determination. All bids are set to expire on September 14, 2012. Therefore should you wish to go to contract with the lowest responsible bidder, promptly return this form to ABA. If you have any questions, please do not hesitate to call me.

**Enclosures:**

Unofficial Bid Tabulation  
Owners' Determination to Award

# ARKANSAS BUILDING AUTHORITY

MIKE BEEBE, GOVERNOR

•

ANNE W. LAIDLAW, DIRECTOR

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501 WOODLANE • SUITE 101N • LITTLE ROCK, AR • 72201 • (501) 682-1833 • FAX (501) 682-5589 • TDD (501) 682-1487

## MEMORANDUM

To: Gary/Jonathan

From: Marie Ordonez, Contract & Construction Manager

Re: Project 2481201, Building Renovation at Arkansas Real Estate Commission

Date: September 28, 2012

I have received notification from the agency of their decision to accept Hydco, Inc. for \$474,000.00.

You will need to issue the owners Intent to Award after reviewing the bid proposal and applicable submittals, which may include but is not limited to contractor certifications. The Agency and ABA Construction Section must be copied on the Intent to Award.

You will need to have all documents issued before the expiration of the bids. If you have any questions, call me at 501-682-5575.

cc: Victoria Settles, AREC (email only)

Enclosures:  
Official Bid Tab

## OFFICIAL BID TABULATION

Project Number / Name		Contractor Name		Bid Security	
Bid #		Electrical Subcontractor		Plumbing Subcontractor	Addendum
Low Bid	Base Bid	HVACR Subcontractor		Roofing Subcontractor	Acknowledged
<hr/>					
2481201	Building Renovation				
566	Bid Date: 7/31/2012		Bid Time: 2:00:00 PM		
<input checked="" type="checkbox"/>	\$474,000.00	Hydco, Inc.		5% Bid Bond	<input checked="" type="checkbox"/>
		Staley Electric, LLC	Crossfield Plumbing & Rooter Service, LL		
		Jones Heating & Air Conditioning	Hydco, Inc.		
<input type="checkbox"/>	\$0.00	AMR Construction LLC		5% Bid Bond	<input type="checkbox"/>
Non-Responsive: Invalid Bid Bond					
<input type="checkbox"/>	\$476,887.00	Mulhearn Wilson Constructors, Inc.		5% Bid Bond	<input checked="" type="checkbox"/>
		Gary Houston Electric Co., Inc.	Comfort Systems USA (Arkansas), Inc.		
		Comfort Systems USA (Arkansas), Inc.	Mulhearn Wilson Constructors, Inc.		
<input type="checkbox"/>	\$481,450.00	Baldwin & Shell Construction Company		5% Bid Bond	<input checked="" type="checkbox"/>
		Staley Electric, LLC	Comfort Systems USA (Arkansas), Inc.		
		Comfort Systems USA (Arkansas), Inc.	Baldwin & Shell Construction Company		



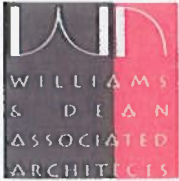
Project Number / Name		Contractor Name		Bid Security	
Bid #		Electrical Subcontractor		Plumbing Subcontractor	Addendum
Low Bid	Base Bid	HVACR Subcontractor		Roofing Subcontractor	Acknowledged
<hr/>					
2481201	Building Renovation				
566	Bid Date: 7/31/2012		Bid Time: 2:00:00 PM		
<input type="checkbox"/>	\$499,000.00	Dayco Construction, Inc.			5% Bid Bond <input checked="" type="checkbox"/>
		Hilltop Electric, Inc.	Comfort Systems USA (Arkansas), Inc.		
		Comfort Systems USA (Arkansas), Inc.	Dayco Construction, Inc.		
<input type="checkbox"/>	\$504,900.00	G.A.G. Builders, Inc.			5% Bid Bond <input checked="" type="checkbox"/>
		Staley Electric, LLC	Comfort Systems USA (Arkansas), Inc.		
		Comfort Systems USA (Arkansas), Inc.	Roberts-McNutt, Inc.		
<input type="checkbox"/>	\$505,000.00	CWR Construction, Inc.	JMD Construction Services, LLC	5% Bid Bond	<input checked="" type="checkbox"/>
		Staley Electric, LLC	JMD Construction Services, LLC		
		Jones Heating & Air Conditioning	JMD Construction Services, LLC		
<input type="checkbox"/>	\$507,800.00	Samco Construction Company, Inc.			5% Bid Bond <input checked="" type="checkbox"/>
		Staley Electric, LLC	Comfort Systems USA (Arkansas), Inc.		
		Comfort Systems USA (Arkansas), Inc.	Samco Construction Company, Inc.		



Project Number / Name		Contractor Name		Bid Security	
Bid #		Electrical Subcontractor		Plumbing Subcontractor	Addendum
Low Bid	Base Bid	HVACR Subcontractor		Roofing Subcontractor	Acknowledged
<b>2481201</b>		<b>Building Renovation</b>			
<b>566</b>	<b>Bid Date: 7/31/2012</b>	<b>Bid Time: 2:00:00 PM</b>			
<input type="checkbox"/>	<b>\$516,699.00</b>	<b>Austin Construction, Inc</b>		5% Bid Bond	<input checked="" type="checkbox"/>
		Staley Electric, LLC	Comfort Systems USA (Arkansas), Inc.		
		Comfort Systems USA (Arkansas), Inc.	Austin Construction, Inc		
<input type="checkbox"/>	<b>\$522,855.00</b>	<b>Bell Construction Company, Inc.</b>		5% Bid Bond	<input checked="" type="checkbox"/>
		Staley Electric, LLC	Comfort Systems USA (Arkansas), Inc.		
		Comfort Systems USA (Arkansas), Inc.	Bell Construction Company, Inc.		
<input type="checkbox"/>	<b>\$528,000.00</b>	<b>Gerald E. Prince Construction, Inc.</b>		5% Bid Bond	<input checked="" type="checkbox"/>
		Chr/Eyton Electric Company, Inc.	General Contracting Services, Inc.		
		Jones Heating & Air Conditioning	Gerald E. Prince Construction, Inc.		
<input type="checkbox"/>	<b>\$589,000.00</b>	<b>Bradford Scruggs, LLC</b>		5% Bid Bond	<input checked="" type="checkbox"/>
		Hilltop Electric, Inc.	Comfort Systems USA (Arkansas), Inc.		
		Comfort Systems USA (Arkansas), Inc.	Roberts-McNutt, Inc.		

Project Number / Name		Contractor Name		Bid Security
Bid #		Electrical Subcontractor	Plumbing Subcontractor	Addendum
Low Bid	Base Bid	HVACR Subcontractor	Roofing Subcontractor	Acknowledged

Certified By: \_\_\_\_\_



MEMORANDUM

**NOTICE OF INTENT TO AWARD**

To: Jeremy Hyde, Hydco, Inc.

From: Gary Dean, Williams & Dean Associated Architects, Inc. *GD*

Re: Project Number 2481201/ Arkansas Real Estate Commission  
**CONTRACT AMOUNT: \$474,000.00**

Date: October 9, 2012

The following must be provided before a contract can be awarded:

1. Performance & Payment Bond for 100% of the Contract Amount using the enclosed form. The Bond must be filed with the Clerk of the Circuit Court in the County where the work will be performed. One (1) original copy, certified as having been "filed" is to be provided to this office. See Paragraph 8 of the Instructions to Bidders.
2. Certificate of Insurance. One (1) original copy. See Article 11 of the General Conditions.
3. The enclosed "Contract and Grant Disclosure and Certificate Form" must be completed and signed by you, returned one (1) original copy along with the contract.
4. Enclosed is a copy of your Agreement Form (contract). Please sign, date and return to this office. One (1) original copy.
5. The on-line illegal immigration certification needs to be completed. One (1) copy of the completed form is to be provided to this office. The on-line illegal immigration certification is located at the following link:

<https://www.ark.org/dfa/immigrant/index.php/disclosure/submit>

Note: In the Bid Number field type in the project number

6. Upon receipt of the above, we will mail you a copy of the approved Contract with a "Notice to Proceed".
7. **THE PROJECT NUMBER MUST BE ON ALL CORRESPONDENCE.**

cc: Victoria Settles, CPA, Arkansas Real Estate Commission  
Marie Ordonez, Construction Administrator, Arkansas Building Authority

Enclosures

E I G H T E E N  
CORPORATE HILL DRIVE  
LITTLE ROCK, AR 72205

501.224.1900

FAX 501.224.0873

WWW.WILLIAMSDEAN.COM

**AGREEMENT FORM**  
**Section 00 52 13 / Rev: April-11**

THIS AGREEMENT entered into this Tuesday, October 09, 2012 by and between  
Hydco, Inc. hereinafter referred to as the Contractor,  
and Arkansas Real Estate Commission hereinafter referred to as the Owner,  
and the Arkansas Building Authority (ABA),

WITNESSETH:

1) That for and in consideration of the payment by the owner in the amount of \$ 474,000.00  
to be made as set forth in the Contract Documents, the Contractor hereby agrees to furnish  
all tools, labor, equipment, and materials, and to build and construct that certain project in  
Pulaski County, designated as

Project #: 2481201

Project Name: Existing Real Estate Commission Building  
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; Negotiated Changes Documents; and Change Orders. All  
capital improvements shall be in exact accord with the Contract Documents filed with the Construction  
Section Office of Arkansas Building Authority,  
located in Little Rock, on: Tuesday, July 31, 2012

The Arkansas Building Authority (ABA) Construction Section shall have direct contract supervision.  
Said capital improvements shall be to the satisfaction of the ABA Construction Section, 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 the ABA. 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. Nothing contained in the Change Order shall be  
construed to waive the sovereign immunity of the State or entities thereof.

3) The Contractor agrees, for the consideration set forth in the Bid Form, to begin work within the  
time frame stated in 6 (b) of Section 00 41 13 Bid Form after a Notice to Proceed is issued and to  
complete the work:

In: 150 Calendar Days  
On or Before: N/A

If the Contractor fails to complete the work within the time limit herein specified, he shall pay to the Owner, as liquidated damages and not in the nature of a penalty, the sum specified in the Bid Form of for each calendar day delayed, 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 the 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 amount of the contract.

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 with approval given by ABA Construction Section. 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 or ABA Construction Section 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 and ABA.

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 or ABA, or both discovers that wages less than the rate of wages specified by the Contract Documents have been or are being paid, then the Owner or ABA, 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 and ABA Construction Section, 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 or ABA, or both 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 \$25,000.00, 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 \$25,000.00 shall contain the following:

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

b) The Contractor shall, within ten days of entering into any agreement with a subcontractor, transmit to Arkansas Building Authority; a copy of the Contract and Grant Disclosure and Certification Form (00 73 73) 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 there of.

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

Hydco, Inc.

Contractor: Legal Name of the Entity or Company

Signature of Authorized Officer of the Company

Date

Print Name

Title

Email Address

208 North Beech

North Little Rock, AR 72114

Street Address

City

State

Zip Code

Arkansas Real Estate Commission

Owner:

Agency Name

Signature of Authorized Officer of the Agency

Date

Print Name

Title

Email Address



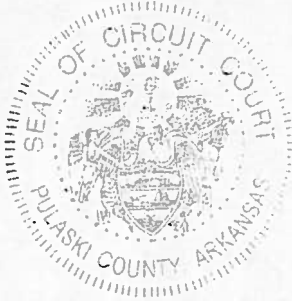
612 South Summit Street Little Rock, Arkansas 72201  
Street Address City State Zip Code

Approved: Arkansas Building Authority

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

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





**PERFORMANCE AND PAYMENT BOND**

**Section 00 61 13 / Rev: April-11**

**Bond Number: S409298**

We Hydco, Inc., hereinafter referred to as Principal,

and Employers Mutual Casualty Company, hereinafter referred to as Surety, are held and

firmly bound unto Arkansas Real Estate Commission, as obligee, hereinafter referred to as Owner, in the initial amount of \$ 474,000.00, said amount to be deemed a performance bond payable to Owner under the terms of this Performance and Payment Bond Agreement. The Principal and Surety state that the Surety is a solvent corporate surety company authorized to do business in the State of Arkansas.

Principal has by written agreement dated Tuesday, October 09, 2012 entered into a capital improvement contract (hereinafter referred to as "Contract") with the Owner for Existing Real Estate Commission Building Project # 2481201

The above referenced Contract is incorporated herein by reference.

Under this Performance and Payment Bond Agreement, the Principal and Surety shall be responsible for the following:

a. The Principal shall faithfully perform the above referenced Contract, which is incorporated herein by reference and shall pay all indebtedness for labor and materials furnished or performed under the Contract.

b. In the event that the Principal fails to perform the Contract, the Principal and the Surety, jointly and severally, shall indemnify and save harmless the Owner from all cost and damage which the Owner may suffer by reason of Principal's failure to perform the Contract. Said indemnification shall include, but not be limited to, full reimbursement and repayment to the Owner for all outlays and expenses which the Owner may incur in making good any such default or failure to perform the Contract by the Principal.

c. Principal shall pay all persons all indebtedness for labor or material furnished or performed under the Contract and in doing so this obligation shall be null and void. In the event that Principal fails to pay for such indebtedness, such persons shall have a direct right of action against the Principal and Surety, jointly and severally, under this obligation, subject to the Owner's priority.

d. Principal shall guarantee the faithful performance of the prevailing hourly wage clause as provided in the Contract.

This bond is given in accordance with state and federal laws, rules and regulations, including but not limited to Ark. Code Ann. § 18-44-503, §19-4-1405, and § 22-9-401 et seq. The Surety guarantees that the Principal shall comply with Ark. Code Ann. § 22-9-308 (d) by payment and full compliance with all prevailing hourly wage contract provisions where the contract amount exceeds the amount provided in Ark. Code Ann. § 22-9-302(1).

Any changes made in the terms of the Contract, including but not limited to, the amount of the Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the contract, or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety or Sureties or either or any of them, their heirs, personal representatives, successors or assigns from their liability hereunder, notice to and consent of the Surety or Sureties of any such change, extension or forbearance being are hereby voluntarily waived. In no event shall the aggregate liability of the Surety exceed the Contract documents.

This Performance and Payment Bond Agreement is binding upon the above named parties, and their successors, heirs, assigns and personal representatives.

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

By: Jeremy Hyle October 10, 2012  
Contractor's Signature Date

By: Sherry L. Burgener October 10, 2012  
Arkansas Resident Agent or Non-Resident Agent Signature Date

28940 21415  
Agent's License Number Surety Company's NAIC Number

Sherry L Burgener October 10, 2012  
Print Agent's Name Date

c/o Risk Services of Arkansas 1501 Mart Drive  
Street Address

Little Rock Pulaski AR 72202  
City County State Zip Code

501-666-6653 501-666-7168  
Business Phone Number Fax Number



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

No. 999628

**CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT**

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. 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**

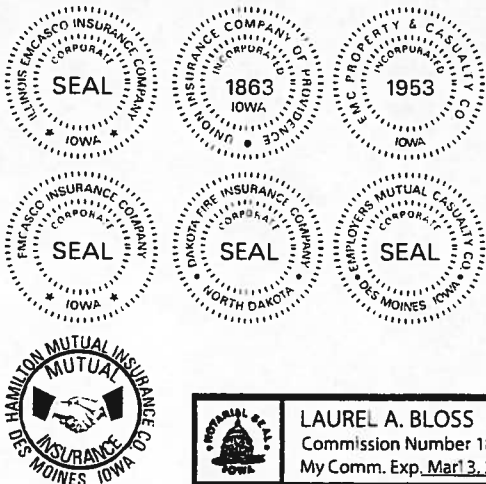
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

**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 Free*  
Michael Free  
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 Free,  
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 Free, 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 10th day of October, 2012

*J. D. Clough*  
Vice President

## CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

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.

SUBCONTRACTOR:

SUBCONTRACTOR NAME:

☐ Yes ☒ No

TAXPAYER ID NAME: Hydco, Inc.

IS THIS FOR:

☐ Goods?

☒ Services? ☐ 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 (✓)		Name of Position of Job Held <small>(senator, representative, name of board/ commission, data entry, etc.)</small>	For How Long?		What is the person(s) name and how are they related to you? <small>(i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.)</small>	
	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 (✓)		Name of Position of Job Held <small>(senator, representative, name of board/commission, data entry, etc.)</small>	For How Long?		What is the person(s) name and what is his/her % of 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



## Contract and Grant Disclosure and Certification Form

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 Barry D. Hyde Title CEO Date 8/10/2012  
Vendor Contact Person Barry D. Hyde Title CEO Phone No. 501-371-0255

Agency use only

Agency Number 248 Agency Name AREC Agency Contact Person Victoria Settles Contact Phone No. 501-683-8044 Contract or Grant No. 2481201



HYDCINC-01 SBURGNER

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2012

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: Sherry L Burgener	
	PHONE (A/C, No, Ext): (501) 666-6653 FAX (A/C, No): (501) 666-7168	
	E-MAIL ADDRESS: sburgener@riskservicesar.com	
INSURED  Hydco, Inc. 208 N. Beech North Little Rock, AR 72114	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:	

## 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 SUBR INSR   WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		CLP3562792	12/1/2011	12/1/2012	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"/> Contractual Liab					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> XCU Included				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"/> PRO-JECT <input type="checkbox"/> LOC				\$	
A	AUTOMOBILE LIABILITY		CAP3562791	12/1/2011	12/1/2012	COMBINED 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	12/1/2011	12/1/2012	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N	WC3562793	12/1/2011	12/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> N				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under:					E.L. DISEASE - EA EMPLOYEE \$ 500,000
	DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Builders Risk		IMP6029360	12/1/2011	12/1/2012	Contract/Project Amt

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

## CERTIFICATE HOLDER

## CANCELLATION

Arkansas Real Estate Commission  
Arkansas Building Authority  
612 South Summit Street  
Little Rock, AR 72201

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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