

**Comprehensive Agreement**  
**Between Charlotte County and Jamerson-Lewis Construction**

**EXHIBIT "A"**

**LAND**

All of the property related to the "project" that being the "Design/Construction of a multipurpose Building & Addition to the Phenix & Bacon District Elementary Schools in addition to the Design/Construction of eight (8) classrooms at the Phenix Elementary School. All of the property and access to the construction areas is owned by Charlotte County and access to and from the property shall be coordinated through the Charlotte County Schools Maintenance Department - ATTN: Larry Roller.

Charlotte County Tax Map & Parcel

Bacon - 80-A-62

Phenix 24-A-21

**Comprehensive Agreement**  
**Between Charlotte County and Jamerson-Lewis Construction**  
**EXHIBIT "B"**  
**SCOPE OF WORK**

The Scope of Work includes in this project shall consist of the following:

1. Volumes I & II of the original unsolicited proposal from Jamerson-Lewis Construction dated March 13, 2018.
2. Volumes II revised and submitted by Jamerson-Lewis dated April 27, 2018.
3. Summary final scope presentation to the Charlotte County School Board dated April 27, 2018.

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**EXHIBIT "C"**  
**CLARIFICATIONS AND ASSUMPTIONS**

List clarifications and assumptions that serve as the basis for this Agreement.

1. Operator's price does not include costs for Owner's consultants or service providers.
2. Operator's price does not include any asbestos abatement.
3. The Base Proposal assumes the final scope of work as described in the Charlotte County School Board presentation of April 27, 2018.
4. Jamerson-Lewis Construction's proposal assured that if required working non-traditional hours (outside 8am – 5pm) and after the normal classroom instructional period is included in their proposal and scope of work.
5. All access to the Phenix & Bacon District Elementary School buildings and associated work shall be coordinated through the Charlotte County Schools Maintenance Department. Any additional cost to Jamerson-Lewis Construction due to the lack of access to the buildings in the performance of the scope of work shall be the responsibility of Jamerson-Lewis Construction.

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**EXHIBIT "D"**

**DRAW SCHEDULE**

Construction draws will be made monthly. The cutoff date for monthly draws will be the 25<sup>th</sup> of each month.

The projected draw schedule per month is part of this agreement.

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**EXHIBIT "E"**

**PROJECT SCHEDULE MILESTONE**

**PROJECT TIME**

<b>TASK</b>	<b>TARGET COMPLETE</b>
1 Notice to Proceed	9/13/18
2 Executive Comprehensive Agreement	9/12/18
3 35% Design Development Revisions	Complete
4 Detailed Cost Estimate Submission	9/21/18
5 Owner Value Engineering Study (Owner's Option)	9/21/18
6 Prepare Guaranteed Maximum Price (GMP)	9/13/18
7 Owner Review/Approve GMP	9/13/18
8 Owner Review/Approval 35% Design Development	Complete
9 Site Plan Permit Submission/Approval	Complete
10 65% Construction Document (CD) Submission	Complete
11 Owner Review/Approve 65% Submission	Complete
12 95% Construction Document (CD Submission)	Complete
13 Owner Constructability Review	9/13/18
14 Building Permit Submission/Approval	9/24/18
15 Owner Review/Approve 95% CDs	Complete
16 100% Construction Document (CD) Submission	9/24/18
17 Owner Review/Approve 100% CDs	9/24/18
18 Notice to Proceed on Construction	9/13/18
19 Construction of New Facility	9/25/18
20 Commence FF&E Installation *(The Phenix classroom and Bacon multipurpose Room should be completed by March 29) *	
21 Substantial Completion	8/19/19

**Comprehensive Agreement  
Between Charlotte County and Jamerson-Lewis Construction**

**EXHIBIT "F"**

**PAYMENT APPLICATION**

See attached AIA Payment Application form G702/CMa

# APPLICATION AND CERTIFICATE FOR PAYMENT

## AIA DOCUMENT G702/CMa

TO OWNER:

PROJECT:

CONSTRUCTION MANAGER-ADVISER EDITION

PAGE ONE OF PAGES

APPLICATION NO:

Distribution to:

OWNER

PERIOD TO:

CONSTRUCTION

PROJECT NO:

MANAGER

CONTRACT DATE:

ARCHITECT

CONTRACTOR

CONTRACT FOR: VIA CONSTRUCTION MANAGER:  
VIA ARCHITECT:

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM \$
2. Net change by Change Orders \$
3. CONTRACT SUM TO DATE (Line 1 + 2) \$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 0.00

5. RETAINAGE:

- a. % of Completed Work \$
- (Column D + E on G703)
- b. % of Stored Material \$
- (Column F on G703)

Total Retainage (Lines 5a + 5b or

Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE \$ 0.00  
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 0.00  
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
<b>TOTALS</b>	\$0.00	\$0.00
<b>NET CHANGES by Change Order</b>		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:

Date:

State of:

County of:

day of

Notary Public:

My Commission expires:

### CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CONSTRUCTION MANAGER:

By: ARCHITECT:

Date:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**Comprehensive Agreement  
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**EXHIBIT "G"**

**ITEMS AND PRICES SUMMARY SHEET**

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**Reimbursable Costs<sup>1</sup>**

Site Acquisition	\$0
Site Construction	\$165,000
Building Construction	\$2,685,000
Permits	N/A
Utility Connection Fees	\$0
Inspection and Testing	N/A
Furniture, Fixtures & Equipment	\$50,000
Operator Contingency	\$0
Financing	\$0
Legal, Insurance, Accounting (Project Related)	\$1,000
<b>Subtotal of Reimbursable Costs</b>	<b>\$2,901,000</b>

**Fixed Costs**

Architecture/Engineering Fee & Expenses	\$160,000
Operator Fee & Expenses	\$0
General Contractor Fee	\$150,000
<b>Subtotal of Fixed Costs</b>	<b>\$310,000</b>

**CONTRACT COST LIMIT = Reimbursable + Fixed Fee Costs** **\$3,211,000**  
(Not to Exceed)

<sup>1</sup> Individual lines items in this cost category may vary however

**Comprehensive Agreement  
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**EXHIBIT "H"**

**LIST OF EXTENDED WARRANTIES**

**Not Applicable**

**Comprehensive Agreement  
Between Charlotte County and Jamerson-Lewis Construction**

**EXHIBIT "1"**

**PERFORMANCE & PAYMENT BONDS**

**ATTACHED TO COMPREHENSIVE AGREEMENT**

Contract date 7/15/18

Bond No. 30043259

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Performance Bond

**CONTRACTOR:**

*(Name, legal status and address)*

Jamerson-Lewis Construction, Inc.  
1306 Stephenson Ave.  
Lynchburg, VA 24501

**SURETY:**

*(Name, legal status and principal place of business)*

Western Surety Company  
151 N. Franklin Street  
Chicago, IL 60606  
Mailing Address for Notices

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

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

**OWNER:**

*(Name, legal status and address)*

Charlotte County Public Schools  
250 Legrande Ave.  
Charlotte Courthouse, VA 23923

**CONSTRUCTION CONTRACT**

Date: July 15, 2018

Amount: \$ 3,211,000.00 Three Million Two Hundred Eleven Thousand Dollars and 00/100

**Description:**

*(Name and location)*

Addition to the Phenix and Bacon District Elementary Schools

**BOND**

Date: July 18, 2018

*(Not earlier than Construction Contract Date)*

Amount: \$ 3,211,000.00 Three Million Two Hundred Eleven Thousand Dollars and 00/100

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

Jamerson-Lewis Construction, Inc.

**SURETY**

Company: *(Corporate Seal)*

Western Surety Company

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

Name: William A. Cook  
and Title: President

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

Name: Cynthia Ellinwood  
and Title: Attorney-in-Fact

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

*(FOR INFORMATION ONLY -- Name, address and telephone)*

**AGENT or BROKER:**

Marsh & McLennan Agency LLC

P. O. Box 12748  
Roanoke, VA 24028  
540-982-3511

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### § 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title:  
Address

Signature: \_\_\_\_\_  
Name and Title:  
Address

Bond No. 30043259

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Conforms with The American Institute of Architects AIA Document 312

## Payment Bond

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*(Name, legal status and address)*

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1306 Stephenson Ave.  
Lynchburg, VA 24501

**SURETY:**

*(Name, legal status and principal place of business)*

Western Surety Company  
151 N. Franklin Street  
Chicago, IL 60606  
Mailing Address for Notices

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

**OWNER:**

*(Name, legal status and address)*

Charlotte County Public Schools  
250 Legrande Ave.  
Charlotte Courthouse, VA 23923

**CONSTRUCTION CONTRACT**

Date: July 15, 2018

Amount: \$3,211,000.00 Three Million Two Hundred Eleven Thousand Dollars and 00/100

**Description:**

*(Name and location)*

Addition to the Phenix and Bacon District Elementary Schools

**BOND**

Date: July 18, 2018

*(Not earlier than Construction Contract Date)*

Amount: \$3,211,000.00 Three Million Two Hundred Eleven Thousand Dollars and 00/100

Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

Jamerson-Lewis Construction, Inc.

**SURETY**

Company: *(Corporate Seal)*

Western Surety Company

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

Name: William A. Cook  
and Title: President

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

Name: Cynthia Ellinwood  
and Title: Attorney-in-Fact



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

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

Marsh & McLennan Agency LLC  
P. O. Box 12748  
Roanoke, VA 24028  
540-982-3511

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### § 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

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

**CONTRACTOR AS PRINCIPAL**

Company:

*(Corporate Seal)*

**SURETY**

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title:  
Address

Signature: \_\_\_\_\_  
Name and Title:  
Address

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Wyatt H Walton, Cynthia Ellinwood, Elizabeth A Dyer, Joseph C Thomas Jr, Individually**

of Roanoke, VA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of September, 2015.



WESTERN SURETY COMPANY

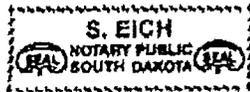
Paul T. Bruslat  
Paul T. Bruslat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 24th day of September, 2015, before me personally came Paul T. Bruslat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument, that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal, that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich  
S. Eich, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereto subscribed my name and affixed the seal of the said corporation this 18th day of July 2018



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**Comprehensive Agreement  
Between Charlotte County and Jamerson-Lewis Construction**

**EXHIBIT "J"**

**INSURANCE CERTIFICATE**

**ATTACHED TO COMPREHENSIVE AGREEMENT**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/20/2018

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).

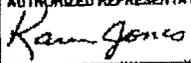
<b>PRODUCER</b> Scott Insurance - Lynchburg 1301 Old Graves Mill Road Lynchburg VA 24502	<b>CONTACT NAME:</b> Cindy Williams <b>PHONE (A/C No. Ext.):</b> 434-632-2133 <b>FAX (A/C No.):</b> 434-456-8856 <b>E-MAIL ADDRESS:</b> cwilliams@scotins.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> JAMER 2 Jamerson-Lewis Construction, Inc P. O. Box 10728 Lynchburg VA 24508	<b>INSURER A - FCCI Insurance Company</b> NAIC # 10178
	<b>INSURER B - North River Insurance Company (A)</b> 21105
	<b>INSURER C - Hanover Insurance Company (A)</b> 22282
	<b>INSURER D - Safety National Casualty Corporation (A+)</b> 15105
	<b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**      **CERTIFICATE NUMBER: 1909195804**      **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.

CLASS	TYPE OF INSURANCE	ADDITIONAL COVERAGES	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPI. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> CUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES P.P.R. <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	CPP0023427	1/1/2018	1/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (E's occupants) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA100021181	1/1/2018	1/1/2018	COMBINED SINGLE LIMIT (All accidents) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		UMR100021182	1/1/2018	1/1/2018	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (mandatory in PA) If yes, describe under DESCRIPTION OF OPERATIONS ENZY	Y/N N	803421	1/1/2018	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input type="checkbox"/> Builders Risk <input type="checkbox"/> Equipment Floater <input type="checkbox"/> Excess Umbrella		DR4280743-03 CPP0023427 5278036784	4/17/2018 1/1/2018 1/1/2018	4/17/2018 1/1/2018 1/1/2018	Limit Limited/Retained Limit \$ 1,000,000 700,000 \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Project: Provide multi-purpose building to Bacon and Phenix Elementary Schools and demolish existing mobile units at Phenix and replace with a new 8 classroom structure.  
 Charlotte County Public Schools is an additional insured as respects General Liability, if required by written contract.

<b>CERTIFICATE HOLDER</b>  Charlotte County Public Schools 250 LeGrande Avenue Charlotte Courthouse VA 23923	<b>CANCELLATION</b>  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 

**Comprehensive Agreement**

**Between Charlotte County and Jamerson-Lewis Construction**

**EXHIBIT "K"**

**DESIGN ENGINEERS SUMMARIES OF SCOPE OF WORK IN EXHIBIT B**

See Volume II and revised proposal

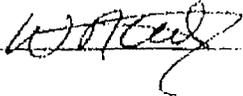
Comprehensive Agreement  
Between Charlotte County and Jamerson-Lewis Construction

EXHIBIT "L"

VENDOR'S CERTIFICATION

I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, that no member of the Charlotte County Board of Supervisors, or members of his or her immediate family, including spouse, parents, or children, or any person representing or purporting to represent any member or members of the Board of Supervisors, has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any similar form of remuneration on account of the acts of awarding and/or executing this contract.

Handwritten Signature of Authorized Principal(s)

Name: William A. Cook 

Title: President

Name of Firm/Partnership/Corporation:

Jamerson-Lewis Construction  
1306 Stephenson Avenue  
Lynchburg, Virginia 24501

Date: 7/20/16

Comprehensive Agreement  
Between Charlotte County and Jamerson-Lewis Construction

EXHIBIT "M"

STATEMENT OF DISCLAIMER

This is to certify that no employee, official, or elected officer of the County of Charlotte has a proprietary interest in the company, corporation, partnership, or other organization, furnishing the goods and/or services or stands to benefit personally from the furnishing of such goods or services as referenced above:

Firm: Jamerson-Lewis Construction  
1306 Stephenson Avenue  
Lynchburg, Virginia 24510

By: [Signature] (SEAL)  
William A. Cook, President

\_\_\_\_\_ (SEAL)

Attest:

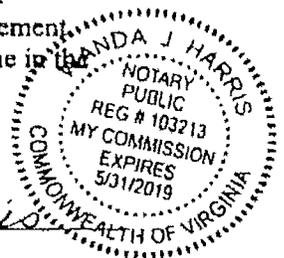
[Signature]  
Secretary

7/20/18  
Date

STATE OF VIRGINIA: To-Wit:

I, the undersigned, a Notary Public in and for the State aforesaid, whose commission as such will expire on the 31st day of May 2019, do hereby certify that William A. Cook, whose name(s) is(are) signed to the foregoing statement, bearing date of 7/20, 2018, this day personally appeared before me in the State aforesaid and acknowledged the same before me.  
Given under my hand and seal this 20<sup>th</sup> day of July, 2018.

[Signature]  
Notary Public



Comprehensive Agreement  
Between Charlotte County and Jamerson-Lewis Construction

EXHIBIT "N"

CONTRACTOR ELIGIBILITY CERTIFICATION

This is to certify that this person/firm/corporation has not been barred from bidding on contracts by any agency of the Commonwealth of Virginia, nor is this person/firm/corporation a part of any firm/corporation that has been barred from bidding on contracts by any agency of the Commonwealth of Virginia.

William A. Cook *WAS*  
Name of Official

President  
Title

Jamerson-Lewis Construction, Inc.  
Firm or Corporation

7/20/18  
Date

**Comprehensive Agreement  
Between Charlotte County and Jamerson-Lewis Construction**

**EXHIBIT "O"**

**ENVIRONMENTAL CONDITIONS**

1. No smoking shall be allowed on any property owned by Charlotte County which includes the project site and the buildings undergoing renovation.
  
2. The general public and employees of Charlotte County will be entering and working in the building under renovation. The General Contractor shall be responsible for informing all employees and subcontractors to be discreet in their language, actions, and dress while working on the site and/or in the building.