

# **AIA® Document A101® – 2017**

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

**AGREEMENT** made as of the    day of    in the year  
*(In words, indicate day, month and year.)*

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

**City of Jonesboro**  
**300 South Church Street**  
**Jonesboro, AR 72401**

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

**Olympus Construction , Inc.**  
**2506 W. Washington**  
**Jonesboro, AR 72401**

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

**Jonesboro Shooting Sports Complex**  
**Phase 11C - Shooting Sports Complex Range Building**  
**Jonesboro, AR 72401**

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

**Brackett Krennerich and Associates P.A.**  
**100 E. Huntington Ave, Suite D**  
**Jonesboro, AR 72401**  
**Telephone Number: 870-932-0571**

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

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

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

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

### ARTICLE 2 THE WORK OF THIS CONTRACT

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

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

**Date of commencement to be the date of the "Notice to Proceed".**

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

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(Check one of the following boxes and complete the necessary information.)

☒ Not later than **Three Hundred Thirty Days (330)** calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **One Million Two Hundred Ninety Eight Thousand Dollars and Zero Cents (\$ 1,298,000.00)**, subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
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§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
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§ 4.3 Allowances, if any, included in the Contract Sum:  
(Identify each allowance.)

Item	Price
Section 31 2323 - Cut and Fill (Soils Undercut)	1,100 cubic yards @ \$21.00 = \$23,100.00
Section 01 2100 - Electrical Control Panel	\$15,00.00

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Soils Undercut		\$21.00 per cubic yard

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

**\$300.00 (Three Hundred and 00/100 Dollars) for liquated damages will be assessed to the contractor for liquidated damages for each calendar day that the contractor is in default after the time stipulated in the contract documents.**

§ 4.6 Other:

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **twenty-fifth** day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the **tenth** day of the **following** month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than **thirty ( 30 )** days after the Architect receives the Application for Payment.

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

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

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

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

**§ 5.1.7 Retainage**

**§ 5.1.7.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

**5%**

**§ 5.1.7.1.1** The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

**Insurance, Building Permits, Fees, and Stored Materials.**

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

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

**Retainage will be withheld in the amount equal to work left to complete at substantial completion; as determined by the Architect.**

**§ 5.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

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

**§ 5.2 Final Payment**

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

- .1** the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2** a final Certificate for Payment has been issued by the Architect.

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

**Provided final certificate of payment is accompanied with all the closeout and final documents required by the specifications.**

**§ 5.3 Interest**

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

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

**N/A**

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## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- ☒ [ X ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☐ [ ] Litigation in a court of competent jurisdiction
- ☐ [ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

N/A

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

*(Name, address, email address, and other information)*

**Craig Light**  
**Engineering Director - City of Jonesboro**  
**300 South Church Street**  
**Jonesboro, AR 72401**  
**Telephone: (870) 932-2438**

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

**Tony Pardew, President**  
**2506 W. Washington**  
**Jonesboro, AR 72401**  
**Telephone: (870) 932-6670**

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

**§ 8.5 Insurance and Bonds**

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.7 Other provisions:

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™-2017, General Conditions of the Contract for Construction

*(Paragraphs deleted)*

- .3 Drawings: Entitled "Jonesboro Shooting Sports Complex, Phase IIC - Range Building" and bearing the Architect's commission number 12015-IIC. See attached Exhibit "A"

Number	Title	Date
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- .4 Specifications: Entitled "Jonesboro Shooting Sports Complex, Phase IIC - Range Building" and bearing the Architect's commission number 12015-IIC. See attached Exhibit "B"

Section	Title	Date	Pages
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- .5 Addenda, if any: Entitled "Jonesboro Shooting Sports Complex, Phase IIC - Range Building" and bearing the Architect's commission number 12015-IIC. See attached Exhibit "C"

Number	Date	Pages
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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract

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User Notes:

(1464167490)

Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

**.6 Other Exhibits:**

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

☐ The Sustainability Plan:

Title	Date	Pages
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☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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**.7 Other documents, if any, listed below:**

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

1. Exhibit "A" – Enumeration of the Contract Documents – Drawings
2. Exhibit "B" – Enumeration of the Contract Documents – Specifications
3. Exhibit "C" – Enumeration of the Contract Documents – Addenda
4. Advertisement for Bids
5. Contractor's Bid and Bid Bond
6. Certified Bid Tabulation
7. Certificate(s) of Insurance
8. Payment and Performance Bonds (filed/recorded in Craighead County)
9. Contractor's Affidavit of Payment of Debts and Claims (required at close-out)
10. Contractor's Release of Liens (required at close-out)
11. Consent of Surety to Final Payment (required at close-out)

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

\_\_\_\_\_  
**OWNER (Signature)**

**Harold Copenhaver Mayor**  
*(Printed name and title)*

\_\_\_\_\_  
**CONTRACTOR (Signature)**

**Tony Pardew President**  
*(Printed name and title)*

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## **EXHIBIT “A”**

### **LIST OF DRAWINGS SHEETS**

**THE FOLLOWING DRAWINGS DATED MARCH 26, 2021 BEARING THE ARCHITECT'S COMMISSION NUMBER 12015-IIC WITH THESE SPECIFICATIONS FORM THE CONTRACT DOCUMENTS**

#### **GENERAL**

COVER SHEET

#### **CIVIL**

CR000 ..... TOPOGRAPHIC SITE SURVEY (REFERENCE ONLY)  
CR001 ..... SITE DEMOLITION AND LAYOUT PLAN  
CR002 ..... ENLARGED SITE DEMOLITION AND LAYOUT PLAN  
CR003 ..... GRADING AND DRAINAGE PLAN  
CR004 ..... SITE UTILITY PLAN

#### **ARCHITECTURAL**

AR001 ..... DOOR SCHEDULE, VISUAL DOOR TYPES, ALUMINUM FRAME SCHEDULE  
AND HOLLOW METAL FRAME SCHEDULE  
AR100 ..... FLOOR PLAN, WALL TYPES AND FINISH SCHEDULE  
AR101 ..... PLAN DETAILS, TRIM DETAILS  
AR102 ..... ROOF PLAN, ROOF DETAILS  
AR200 ..... EXTERIOR BUILDING ELEVATIONS  
AR201 ..... EXTERIOR BUILDING ELEVATIONS  
AR202 ..... BUILDING SECTIONS  
AR400 ..... REFLECTED CEILING PLAN, DETAILS AND LEGEND  
AR500 ..... WALL SECTIONS AND DETAILS  
AR501 ..... WALL SECTIONS AND DETAILS  
AR502 ..... WALL SECTION  
AR503 ..... WALL SECTIONS AND DETAILS  
AR504 ..... WALL SECTIONS  
AR505 ..... WALL SECTIONS  
AR600 ..... ADA MOUNTING HEIGHTS AND LEGEND  
AR601 ..... ENLARGED TOILET PLANS, TOILET ELEVATIONS AND LEGEND  
AR602 ..... MILLWORK ELEVATIONS, MILLWORK SECTIONS

#### **STRUCTURAL**

SR100 ..... FOUNDATION PLAN, FOUNDATION DETAILS  
SR200 ..... FRAMING PLAN, CONCRETE MASONRY DETAILS

#### **MECHANICAL**

MR101 ..... FLOOR PLAN - HVAC  
MR201 ..... DETAILS - HVAC  
MR301 ..... SCHEDULES - HVAC

#### **PLUMBING**

PR100 ..... GENERAL NOTES & LEGENDS - PLUMBING  
PR101 ..... FLOOR PLAN - PLUMBING  
PR201 ..... DETAILS - PLUMBING

PR202 ..... DETAILS - PLUMBING  
PR301 ..... WASTE & VENT RISERS - PLUMBING  
PR401 ..... SCHEDULES - PLUMBING

**ELECTRICAL**

ER101 ..... FLOOR PLAN - LIGHTING  
ER102 ..... FLOOR PLAN - POWER  
ER103 ..... FLOOR PLAN - SYSTEMS & MECH POWER  
ER104 ..... ELECTRICAL LEGENDS & SCHEDULES  
ER105 ..... ELECTRICAL DETAILS

***END OF LIST OF DRAWING SHEETS***

**EXHIBIT “B”**

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**EXHIBIT "C"**

**ADDENDUM NO. 1**

**PROJECT TITLE:** Jonesboro Shooting Sports Complex  
Phase IIC - Range Building  
Jonesboro, AR

**OWNER:** City of Jonesboro  
300 South Church Street  
Jonesboro, AR 72401

**OWNER'S  
REPRESENTATIVE:** Honorable Mayor Harold Copenhaver  
(870) 932-1052 phone

**ARCHITECT:** Brackett-Krennerich and Associates, P.A.  
100 East Huntington Avenue, Suite D  
Post Office Box 1655  
Jonesboro, AR 72403-1655  
(870) 932-0571 phone

**CONSULTING ENGINEERS:** Civil  
Associated Engineers and Testing, LLC  
103 S. Church Street  
Jonesboro, AR 72401  
(870) 932-3594

Mechanical/Electrical/Plumbing  
Pettit and Pettit Consulting Engineers, Inc.  
Heritage West Building,, Suite 400  
201 E. Markham Street  
Little Rock, AR 72201-1631  
(501) 374-3731 phone

Structural  
Smith Engineering Co.  
P.O. Box 299  
Marion, AR  
(870) 739-5533 phone

**BID DATE/LOCATION:** April 21, 2021 @ 2:00 p.m.  
Municipal Building  
1<sup>st</sup> Floor Conference Room  
300 South Church Street  
Jonesboro, AR 72401

**COMMISSION NUMBER:** 12015 - IIC

**ISSUE DATE:** April 19, 2021

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Contractor shall take note of the following listed revisions and/or additions to the drawings and specifications for the above referenced project and adjust the contract sum accordingly. These revisions are hereby made a part of said documents and subsequent construction as if therein included.

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*CIVIL*

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1. General: The following are questions provided to the design team with corresponding answers provided:
  - A. Question: Can we get the route and pipe sizes for water and sewer line from BLDG. to ex. Utility?  
  
A: Answer: The routing and pipe size has been clarified on re-issued sheet CR004 – Utility Plan.
  - B. Question: Also it is mention on C004, for water and sewer details see C007 and C900. Is there any C007 or C900.  
  
A: Answer: These sheets are not part of this projects scope of work. C007 and C900 are **NOT** in this project scope.
2. Specifications: Section 31 2323 – Fill; section 3.03 – Cut and Fill / Drawings: CR002 – Enlarged Site Demolition and Layout Plan; General Notes
  - A. Clarification: Quantity for potential undercut and fill to be included in base bid of contract to be **1,100 cubic yards** (in lieu of 320).
3. Drawings: Sheet CR003- Grading Plan
  - A. Omit Sheet CR003 in its entirety. Replace with attached Sheet CR003. Refer to page 7 of this addendum.
4. Drawings: Sheet CR004- Utility Plan
  - A. Omit Sheet CR004 in its entirety. Replace with attached Sheet CR004. Refer to page 8 of this addendum.

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*ARCHITECTURAL*

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5. Specifications: Section 00 4100 – Bid Form

- A. Omit section 00 4100 – Bid Form in its entirety. Replace with attached 00 4100 – Bid Form. Refer to page 9-11 of this addendum.

6. Specifications: Section 01 2100 – Allowances

- A. Add the following specification Section 01 2100 – Allowances:

**SECTION 01 2100  
ALLOWANCES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Cash allowances.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 2976 - Progress Payment Procedures: Additional payment and modification procedures.

**1.03 CASH ALLOWANCES**

- A. Costs Included in Cash Allowances: Cost of product to contractor or subcontractor, including applicable trade discounts, cost of delivery to site, applicable taxes.
- B. Architects Responsibilities:
1. Consult with contractor for consideration and selection of products, suppliers, and installers.
  2. Select products in consultation with owner and transmit decision to contractor.
  3. Prepare Change Order.
- C. Contractor's Responsibilities:
1. Assist Architect in selection of products, suppliers, and installers.
  2. On notification of which products have been selected, execute purchase agreement with designated supplier and installer.
  3. Arrange for and process shop drawings, product data, and samples. Arrange for delivery.
  4. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.
- D. Differences in costs will be adjusted by Change Order.

**1.04 ALLOWANCES SCHEDULE**

- A. Section 31 2323 – Fill; Include in the base bid potential soils undercut quantity of **1,100 cubic yards** as indicated in section 3.03 – Cut and Fill.
- B. Contractor to include the stipulated sum of **\$15,000.00** for the extension and relocation of electrical control panel from firing range to Office R107.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

7. General: The following are questions provided to the design team with corresponding answers provided:

A. Question: For the 1/6 T&G soffit, are you looking for anything specific on this?  
Would a prefinished style be acceptable?

A: Answer: Refer to attached specification Section 07 4623 – Wood Siding below.

B. Question: Should the standing seam metal roof be a part of the PEMB quote? In past bids, I have not seen it as its own spec section when it is for a PEMB.

A: Answer: It will be the decision of the contractor to determine whom to sub-contract with for the standing seam metal roof portion of the project.

8. Specifications: Section 07 4623 – Wood Siding

A. Add the following specification section 07 4623 – Wood Siding

## **SECTION 07 4623**

### **WOOD SIDING**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Board siding for ceilings (shown on drawings as 1x6 T&G wood soffit)

##### **1.02 RELATED REQUIREMENTS**

- A. Section 06 1000 - Rough Carpentry:
- B. Section 06 1636 - Wood Panel Product Sheathing
- C. Section 07 4646 - Fiber Cement Siding
- D. Section 07 6200 - Sheet Metal Flashing and Trim: Product requirements for metal flashings and trim associated with wood siding for placement by this section.
- E. Section 09 9000 - Painting and Coating: Prime and finish painting.

##### **1.03 REFERENCE STANDARDS**

- A. APA B840 - 303 Siding Manufacturing Specifications; APA - The Engineered Wood Association; 1997, revised 1999.
- B. SPIB (GR) - Grading Rules; Southern Pine Inspection Bureau, Inc.; 2002.

##### **1.04 SUBMITTALS**

- A. See Section 01 3323 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data indicating materials.
- C. Samples: Submit two samples 4'-0" long in size to applicator of finish paint for use in preparation of finish samples.

##### **1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Store in ventilated areas with constant minimum temperature of 60 degrees F and maximum relative humidity of 55 percent.

##### **1.06 ENVIRONMENTAL CONSIDERATIONS**

- A. This project is designed and constructed with practices and procedures to meet the projects environmental considerations and goals. These considerations and goals are to establish a facility which is environmentally responsible, profitable, and a healthy place to live and work. To guide this process, this project is pursuing LEED for New Construction Certified level certification per the 2009 Green Building Design and Construction Reference Guide for New Construction. Compliance with all credits and prerequisites shown in the checklist attached to section 01 3513 is required. All team members will be required to perform some amount of associated documentation. Refer to Sections listed below for environmental considerations and goals, and applicable paragraphs of this specification section. The Contractor shall ensure that the requirements related to these considerations and goals, as defined in the Contract Documents, are implemented to the fullest extent.

B.

#### **PART 2 PRODUCTS**

##### **2.01 SIDING**

- A. Board Siding: tongue and groove Yellow Pine, No. 1 Grade, kiln dried.
  - 1. Size: 1 inch thick, 6 inch high nominal board.
  - 2. Profile: V-joint
  - 3. Random lengths
  - 4. Surface Texture: sanded

#### **PART 3 EXECUTION**

### 3.01 EXAMINATION

- A. Verify that substrates are ready to receive work.
- B. Do not begin until unacceptable conditions have been corrected.
- C. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

### 3.02 INSTALLATION

- A. Install siding in accordance with manufacturer's instructions.
- B. Fasten siding in place, level and plumb.
  - 1. Arrange for orderly nailing pattern. Blind nail except on over trim.
  - 2. Position cut ends over bearing surfaces. Sand cut edges smooth and clean.
- C. Sand work smooth and set exposed nails and screws.
- D. Prepare for site finishing specified in Section 09 9000.

### END OF SECTION

9. Specifications: Section 09 9000 – Painting and Coating; Section 2.03; add the following:

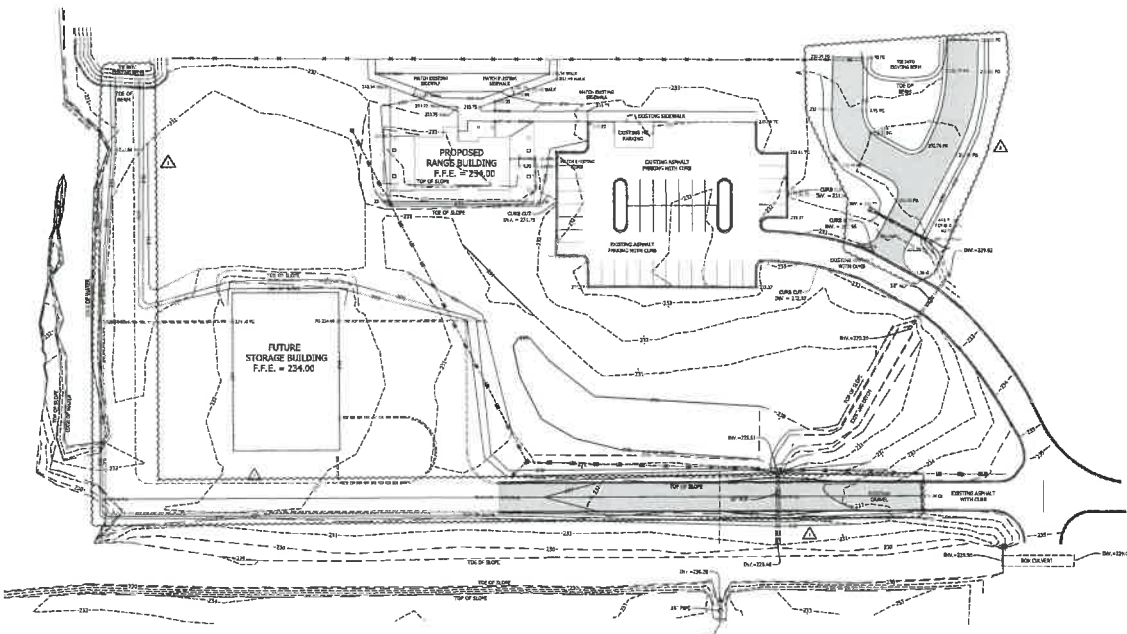
- E. Wood Soffits/Ceilings:
  - 1. One coat of stain:
    - a. SW Wood Classics Oil Stain, Series A 49-200.
    - b. FC Wood Kraft Penetrating Wiping Stains 1110/1400.
  - 2. One coat sealer:
    - a. SW Wood Classics Sanding Sealer, Series B26V43.
    - b. FC Wood Kraft Satin Sanding Sealer 1100.
  - 3. Satin: Two coats of varnish:
    - a. SW Wood Classics Oil Varnish, Series A66-300.
    - b. FC Wood Kraft Satin Polyurethane Varnish 1122.

10. Drawings: Sheet AR500 – Wall Sections and Details; Detail 3

- B. Clarification: 3” fiberglass batt. insulation at soffit to be vinyl faced.



See also Plans and Section  
 Proposed Range Building  
 Proposed Range Building  
 Proposed Range Building

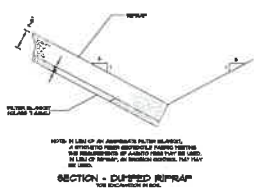
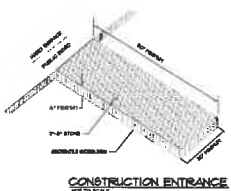
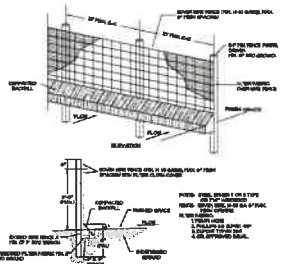


**LEGEND**

[Symbol]	EXISTING
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[Symbol]	PROPOSED

- SITE NOTES**
1. ALL DIMENSIONS ARE TO THE FACE OF CURB, UNLESS OTHERWISE NOTED.
  2. ALL DIMENSIONS SHALL BE AS SHOWN ON THESE PLANS.
  3. ALL DIMENSIONS SHALL BE AS SHOWN ON THESE PLANS.
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- EROSION CONTROL MEASURES**
1. THE PURPOSE OF THIS PLAN IS TO PREVENT EROSION OF THE SOILS ON THE SITE.
  2. THE PURPOSE OF THIS PLAN IS TO PREVENT EROSION OF THE SOILS ON THE SITE.
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- SILT FENCE**
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  10. THE PURPOSE OF THIS PLAN IS TO PREVENT EROSION OF THE SOILS ON THE SITE.

**grading and erosion control plan**  
 SCALE: 1" = 30'



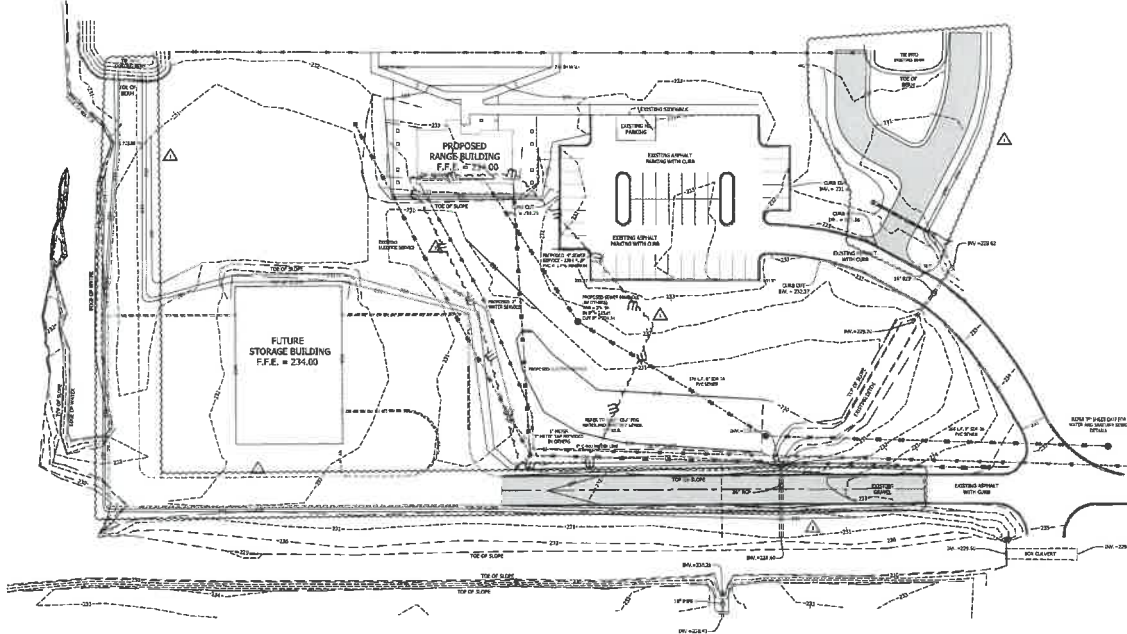
**CITY OF JONESBORO**  
**JONESBORO SHOOTING SPORTS COMPLEX**  
 Range Building, Phase IIC  
 Jonesboro, Arkansas

**BRACKETT KRENNERICH**  
 architects



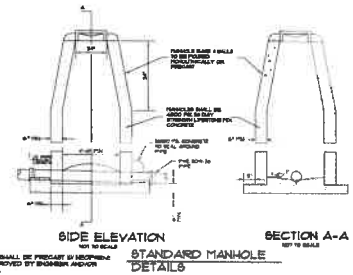
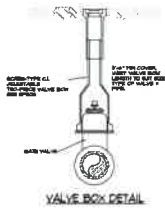
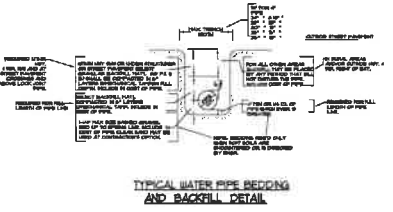
**CR003**  
 10/1/13

Not for Building Dept. Control  
 (Seal of) Jonesboro  
 Approved for: 12/15/16  
 Project No: 16-001



**GENERAL UTILITY NOTES**

1. EXISTING UTILITY LINES AND STRUCTURES SHALL BE MAINTAINED AND PROTECTED.
2. EXISTING UTILITY LINES SHALL BE MAINTAINED AND PROTECTED.
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10. EXISTING UTILITY LINES SHALL BE MAINTAINED AND PROTECTED.



**utility plan**  
 SCALE: 1" = 20'



**CITY OF JONESBORO**  
**JONESBORO SHOOTING SPORTS COMPLEX**  
 Range Building, Phase IIC  
 Jonesboro, Arkansas

**BRACKETT KRENNERICH**  
 architects



**CR004**  
 12/15/16

**SECTION 00 4100**  
**BID FORM**

**THE PROJECT AND THE PARTIES**

**1.01 TO:**

- A. Owner: City of Jonesboro

**1.02 FOR:**

- A. Jonesboro Shooting Sports Complex, Phase IIC Shooting Complex Range Building, Jonesboro, Arkansas

**1.03 DATE:** \_\_\_\_\_ (Bidder to enter date)

**1.04 SUBMITTED BY: (Bidder to enter name and address)**

- A. Bidder's Full Name \_\_\_\_\_  
1. Address \_\_\_\_\_  
2. City, State, Zip \_\_\_\_\_

**1.05 OFFER**

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Brackett-Krennerich and Associates, P. A. Architects for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. \_\_\_\_\_  
(dollar amount to be shown numerically)
- C. We have included the required security Bid Bond as required by the Instructions to Bidders.
- D. All applicable federal taxes are included and State of Arkansas taxes are included in the Bid Sum.
- E. All cash allowances described in Section 01 2100 are included in the bid sum.
- F. We understand that the owner reserves the right to reject any and all bids and waive any informalities in the bidding.

**1.06 UNIT PRICES**

- A. Soils Undercut:
1. If the required quantity of soils undercut is decreased or increased by Change Order, the unit price set forth below shall apply to such quantities.
2. Add or deduct soils undercut:  
Price per cubic yard \_\_\_\_\_ (\$ \_\_\_\_\_)  
(dollar amount to be shown numerically)
3. Undercut quantity defined on the drawings is to be in the bid price.

**1.07 ALLOWANCES**

- A. Allowances described in Section 01 2100 are included in the bid price.

**1.08 ACCEPTANCE**

- A. This offer shall be open to acceptance for thirty days from the bid closing date.
- B. If this bid is accepted by the Owner within the time period stated above, we will:
1. Execute the Agreement within Ten (10) days of receipt of Notice of Award.
2. Furnish the required bonds within Ten (10) days of receipt of Notice of Award.
3. Commence work within Ten days after written Notice to Proceed of this bid.

- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

#### 1.09 CONTRACT TIME/LIQUIDATED DAMAGES

- A. If this Bid is accepted, we will:
- B. Complete the work within 330 calendar days.
- C. Liquidated Damages: **\$300.00** for liquidated damages will be assessed to the contractor for each calendar day that the contractor is in default after time stipulated in the contract documents.

#### 1.10 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum or price.
  - 1. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
  - 2. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
  - 3. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
  - 4. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.

#### 1.11 LISTING OF MECHANICAL, PLUMBING, ELECTRICAL AND ROOFING WORK

- A. All mechanical, plumbing, electrical and roofing work shall be listed regardless of qualifications, licensures or work amount.
- B. Bidders should consult the project manual on how to fill out this form. Failure to fill out this form correctly shall cause the bid to be declared non-responsive and the bid will not receive consideration.
  - 1. Indicate the Name(s), License Number(s) of each entity performing the listed work and the amount:
- C. MECHANICAL (Indicative of HVACR): Name-\_\_\_\_\_
  - 1. License No. \_\_\_\_\_
  - 2. Is the amount of work \$20,000 or over: Yes\_\_\_ No \_\_\_
- D. PLUMBING: Name-\_\_\_\_\_
  - 1. License No. \_\_\_\_\_
  - 2. Is the amount of work \$20,000 or over: Yes\_\_\_ No \_\_\_
- E. ELECTRICAL: Name-\_\_\_\_\_
  - 1. License No. \_\_\_\_\_
  - 2. Is the amount of work \$20,000 or over: Yes\_\_\_ No \_\_\_
- F. ROOFING & SHEETMETAL : Name-\_\_\_\_\_
  - 1. License No. \_\_\_\_\_
  - 2. Is the amount of work \$20,000 or over: Yes\_\_\_ No \_\_\_

**1.12 BID FORM SIGNATURE(S)**

- A. Company Name: \_\_\_\_\_
- B. Signature: \_\_\_\_\_
- C. Printed Name: \_\_\_\_\_
- D. Title: \_\_\_\_\_
- E. Business Address: \_\_\_\_\_
- F. Contractor's License No. \_\_\_\_\_
- G. Seal if bid is by a corporation.

**END OF BID FORM**

**SECTION 00 4100**  
**BID FORM**

**THE PROJECT AND THE PARTIES**

**1.01 TO:**

- A. Owner: City of Jonesboro

**1.02 FOR:**

- A. Jonesboro Shooting Sports Complex, Phase IIC Shooting Complex Range Building, Jonesboro, Arkansas

**1.03 DATE:** 4.21.2021 (Bidder to enter date)

**1.04 SUBMITTED BY:** (Bidder to enter name and address)

- A. Bidder's Full Name Olympus Construction, Inc.  
1. Address 2506 W. Washington  
2. City, State, Zip JONESBORO, AR 72401

**1.05 OFFER**

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Brackett-Krennerich and Associates, P. A. Architects for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

- B. \$ 1,298,000 One million two hundred ninety Eight thousand  
(dollar amount to be shown numerically)

- C. We have included the required security Bid Bond as required by the Instructions to Bidders.  
D. All applicable federal taxes are included and State of Arkansas taxes are included in the Bid Sum.  
E. All cash allowances described in Section 01 2100 are included in the bid sum.  
F. We understand that the owner reserves the right to reject any and all bids and waive any informalities in the bidding.

**1.06 UNIT PRICES**

- A. Soils Undercut:  
1. If the required quantity of soils undercut is decreased or increased by Change Order, the unit price set forth below shall apply to such quantities.  
2. Add or deduct soils undercut:  
Price per cubic yard Twenty One (\$ 21.00 )  
(dollar amount to be shown numerically)  
3. Undercut quantity defined on the drawings is to be in the bid price.

**1.07 ALLOWANCES**

- A. Allowances described in Section 01 2100 are included in the bid price.

**1.08 ACCEPTANCE**

- A. This offer shall be open to acceptance for thirty days from the bid closing date.  
B. If this bid is accepted by the Owner within the time period stated above, we will:  
1. Execute the Agreement within Ten (10) days of receipt of Notice of Award.  
2. Furnish the required bonds within Ten (10) days of receipt of Notice of Award.  
3. Commence work within Ten days after written Notice to Proceed of this bid.



- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

#### 1.09 CONTRACT TIME/LIQUIDATED DAMAGES

- A. If this Bid is accepted, we will:
- B. Complete the work within 330 calendar days.
- C. Liquidated Damages: \$300.00 for liquidated damages will be assessed to the contractor for each calendar day that the contractor is in default after time stipulated in the contract documents.

#### 1.10 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum or price.
1. Addendum # 1 Dated 4.19.2021
  2. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_
  3. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_
  4. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

#### 1.11 LISTING OF MECHANICAL, PLUMBING, ELECTRICAL AND ROOFING WORK

- A. All mechanical, plumbing, electrical and roofing work shall be listed regardless of qualifications, licensures or work amount.
- B. Bidders should consult the project manual on how to fill out this form. Failure to fill out this form correctly shall cause the bid to be declared non-responsive and the bid will not receive consideration.
1. Indicate the Name(s), License Number(s) of each entity performing the listed work and the amount:
- C. MECHANICAL (Indicative of HVACR): Name- RGB
1. License No. 0009621221
  2. Is the amount of work \$20,000 or over: Yes ☒ No ☐
- D. PLUMBING: Name- DCI
1. License No. 038940621
  2. Is the amount of work \$20,000 or over: Yes ☒ No ☐
- E. ELECTRICAL: Name- Stewart
1. License No. 0018820421
  2. Is the amount of work \$20,000 or over: Yes ☒ No ☐
- F. ROOFING & SHEETMETAL: Name- Olympus
1. License No. 0013400122
  2. Is the amount of work \$20,000 or over: Yes ☒ No ☐

**1.12 BID FORM SIGNATURE(S)**

- A. Company Name: Olympus Construction, Inc.  
B. Signature: [Signature]  
C. Printed Name: Tony Pardew  
D. Title: President  
E. Business Address: 2506 W. Washington Jonesboro, AR 72401  
F. Contractor's License No. 0013400122  
G. Seal if bid is by a corporation.

**END OF BID FORM**

## EXHIBIT "A"

### Statement of Assurance and Compliances

The designated representative of the CONTRACTOR (CONTRACTOR's Agent) certifies that:

1. The CONTRACTOR and its principals in this bid are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. The attached Suspension and Debarment Form must be executed prior to the bid opening) See Attachment 1
2. The CONTRACTOR and its principals have not been convicted or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. The CONTRACTOR and its principals are not presently indicted for or otherwise criminally or civil charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in Paragraph 2 of this certification.
4. The CONTRACTOR and its principals have not had one or more public transactions (Federal, State, or Local) terminated for cause or default.
5. The CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees.)
6. The CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair.)
7. The CONTRACTOR is not guilty of collusion with the vendor possibly interested in this bid or in determining prices to be submitted.
8. The CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction Contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics and laborers.)
9. The CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR pat 15) (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)
10. The CONTRACTOR shall comply with all applicable mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163, 89 Stat. 871).
11. The CONTRACTOR shall provide access by the COMMISSION, the Federal grantor agency and Comptroller General of the United States (if Federal grant funds are used for this Contract), or any of their duly authorized

representatives to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

12. The CONTRACTOR shall retain all records for three years after the CITY made final payment and all other pending matters are closed.

13. If this Contract indicated that the CITY is using Federal grant funds to pay CONTRACTOR, the CONTRACTOR shall comply with all uniform grant administration requirements required by State and Federal statutes, rules and regulations, including, but not limited to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended. Title 44 of the Code of Federal Regulations, applicable OMB Circulars, and policy guidance issued by the Federal Emergency Management Agency (FEMA). The CONTRACTOR shall also comply with all applicable FEMA requirements, including but not limited to, FEMA 325, P.A. Debris Management Guide, FEMA 321, P.A. Policy Digest and FEMA 322, P.A. Guide.

14. The CONTRACTOR shall include language in all contracts that binds the CONTRACTOR, subcontractor or consultant to the terms and conditions of this Contract with the CITY. Contractual arrangements with contractors, subcontractors, or consultants shall in no way relieve the CONTRACTOR of its responsibilities to ensure that all funds provided through this Contract are administered in accordance with all federal and state requirements.

15. The CONTRACTOR shall comply with all applicable requirements of all other Federal, State, County, and City laws, executive orders, regulations, ordinances, and policies.

The undersigned hereby certifies agreement with the above statements.

Dated at 8:21 am this 21<sup>st</sup>  
day of April, 2021.

Olympus Construction, Inc.  
(Name of Bidder)

By [Signature]  
Title President

STATE OF Arkansas

COUNTY OF Craighead

Tony Fardew being duly sworn deposes and says that

he is President of Olympus Construction Inc.  
(Name of Organization)

SUBSCRIBED AND SWORN TO BEFORE ME this 21<sup>st</sup> day of April, 2021

My Commission Expires:

6-05-2022

[Signature]  
(Notary Public)

SAMANTHA JENKINS  
Notary Public-Arkansas  
Craighead County  
My Commission Expires 06-05-2022  
Commission # 12391246

Suspension and Debarment

This contract with the City of Jonesboro is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Jonesboro. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Jonesboro, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Olympus Construction, Inc.  
(Name of Bidder/Proposer)

Tony Fardew  
(Printed Name of Bidder's Agent)

  
(Signature of Bidder's Agent)

President  
(Printed Title of Bidder's Agent)

4.21.2021  
(Date Executed)



# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

**KNOW ALL MEN BY THESE PRESENTS**, that we Olympus Construction, Inc.

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America

a corporation duly organized under the laws of the State of Connecticut

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Jonesboro, AR

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Bid (5% of Bid), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Phase 11C Range Building Jonesboro Shooting Sports Complex

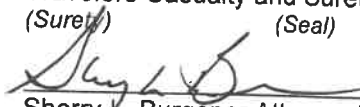
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 21st day of April, 2021.

  
(Witness)

{ Olympus Construction, Inc.  
(Principal)  
  
(Title) President

  
(Witness)

{ Travelers Casualty and Surety Company of America  
(Surety) (Seal)  
  
Sherry L. Burgener Attorney-in-fact (Title)





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Sherry L. Burgener**, of **Little Rock, Arkansas**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: 


Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 21st

day of April

, 2021



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



Bid Opening

Date: Wednesday, April 21, 2021 @ 2:00 p.m.  
 Project: Jonesboro Shooting Sports Complex  
 Phase IIC - Range Building  
 Jonesboro, AR

BID TAB

Contractor Name	Bid security	Add Rc'yd	Base Bid	Unit Costs	Completion Time	Subcontractors
<b>BMD Builders LLC</b> 119 E Center Street Beebe, AR LIC: _____					NO BID SUBMITTED	
<b>G2 Contractors</b> LIC: _____					NO BID SUBMITTED	
<b>Olympus Construction</b> 2506 W Washington Jonesboro, AR LIC: 0013400122	5%	1.YES	\$1,298,000.00	\$21.00	330 Days	Mechanical: RGB LIC: 9621221 Plumbing: DCI (Dixie Contractors Inc) LIC: 38940621 Electrical: STEWART LIC: 18820421 Roofing & Sheet Metal: OLYMPIUS LIC: 13400122
<b>Tate General Contractors</b> 115 Woody Lane Jonesboro, AR LIC: _____					NO BID SUBMITTED	
<b>Wagner General Contractors</b> 600 West Race Avenue Searcy, AR 72143 LIC: 0165491021	5%	1.YES	\$1,565,328.00	\$21.50	330 Days	Mechanical: RGB SHEETMETAL LIC: 9621221 Plumbing: DIXIE CONTRACTORS INC LIC: 38940621 Electrical: W.A. STEWART ELECTRICAL COMPANY INC LIC: 18820421 Roofing & Sheet Metal: ODOM CONSTRUCTION SERVICES LIC: 340480322



*[Signature]*  
 Kyle Cook, AIA

21 April 2021

100 E. Huntington Ave, Suite D, Jonesboro, AR 72401  
 Phone: 870-932-0571  
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