

# AIA<sup>®</sup> Document A101<sup>™</sup> – 2017

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

**AGREEMENT** made as of the **3rd** day of **March** in the year **2020**  
*(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)*

**Ramsons Construction Co.**  
**3111 Dan Ave**  
**Jonesboro, AR 72401**  
**Telephone Number: 870-935-1210**

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

**Jonesboro Shooting Sports Complex**  
**Phase 1C - Shooting Sports Complex Site Package**  
**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<sup>™</sup>-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201<sup>™</sup>-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:

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

Not later than ( ) calendar days from the date of commencement of the Work.

By the following date: **July 15, 2020**

§ 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 Nine Hundred Seventy Seven Thousand Eight Hundred Seven and Zero Cents (\$ 1,977,807.00 )**, 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
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§ 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)
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§ 4.5 Liquidated damages, if any:

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

**If the contractor shall fail to complete the work within the contract time, of extension of time granted by the owner, then the contractor will pay to the owner the amount of Three Hundred dollars (\$300.00) for liquidated damages for each calendar day that the contractor shall be in default after the time stipulated in the contract documents for each phase of the work.**

§ 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.)*

### **General Conditions and Fees**

**§ 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:

**Provide 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

## **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.)*

- 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**

**§ 8.3** The Contractor’s representative:

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

**Scott McDaniel**  
**Ramsons Construction Company**  
**3111 Dan Ave**

Jonesboro, AR 72401

§ 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, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 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 A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction

*(Paragraphs deleted)*

- .4 Drawings: Entitled "Jonesboro Shooting Sports Complex, Phase 1C - Shooting Complex Site Package, Jonesboro, Arkansas"; and bearing the Architects commission number 12015-1C. See attached "Exhibit A".

Number	Title	Date
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- .5 Specifications: Entitled "Jonesboro Shooting Sports Complex, Phase 1C - Shooting Complex Site Package, Jonesboro, Arkansas"; and bearing the Architects commission number 12015-1C. See attached "Exhibit B".

Section	Title	Date	Pages
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- .6 Addenda, if any: Entitled "Jonesboro Shooting Sports Complex, Phase 1C - Shooting Complex Site Package, Jonesboro, Arkansas"; and bearing the Architects commission number 12015-1C. 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 Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.7 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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.8 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)
12. Value Engineering Price from Ramsons Construction Co.

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

Harold Perrin Mayor  
(Printed name and title)

  
CONTRACTOR (Signature)

Project Coordinator  
(Printed name and title)



**SECTION 00 0115**

**LIST OF DRAWINGS SHEETS**

**THE FOLLOWING DRAWINGS DATED JANUARY 17, 2020 BEARING THE ARCHITECT'S COMMISSION NUMBER 12015-1C WITH THESE SPECIFICATIONS FORM THE CONTRACT DOCUMENTS**

**CIVIL**

C001 .....	CONSTRUCTION NOTES
C002 .....	OVERALL SITE PLAN
C002.1 .....	DETAILED SITE LAYOUT
C003 .....	ENLARGED SITE PLAN
C003.1 .....	OVERALL GRADING AND DRAINAGE PLAN
C003.2 .....	DETAILED GRADING AND DRAINAGE PLAN
C003.3 .....	DETAILED GRADING AND DRAINAGE PLAN
C003.4 .....	EROSION CONTROL PLAN
C003.5 .....	CONSTRUCTED WETLANDS PLANTING PLAN
C004 .....	TRAP/SKEET LAYOUT SITE PLAN AND TRAP HOUSE PLAN AND SECTIONS
C004.1 .....	ENLARGED SKEET LAYOUT PLANS, SHOTFALL ZONE PLAN, SECTION AT TRAP
C004.2 .....	SKEET HOUSE FLOOR PLANS, ROOF PLAN, REFLECTED CEILING PLAN, EXTERIOR ELEVATIONS
C004.3 .....	SKEET HOUSE BUILDING SECTIONS AND WALL SECTIONS
C004.4 .....	SHOT CURTAIN DETAILS (1 OF 2)
C004.5 .....	SHOT CURTAIN DETAILS (2 OF 2)
C005 .....	FIRING RANGE LAYOUT SITE PLAN
C005.1 .....	FIRING RANGE SECTIONS
C005.2 .....	RIFLE FIRING SHED FLOOR PLAN, REFLECTED CEILING PLAN, AND ROOF/FRAMING PLAN
C005.3 .....	PISTOL FIRING SHED FLOOR PLAN, REFLECTED CEILING PLAN, AND ROOF/FRAMING PLAN
C005.4 .....	RIFLE FIRING LINE SHED EXTERIOR ELEVATIONS, SHED SECTIONS, AND FRAMING DETAILS
C005.5 .....	PISTOL FIRING SHED EXTERIOR ELEVATIONS, AND OVERALL BAFFLE ELEVATION
C005.6 .....	FIRING SAFETY BAFFLE ELEVATIONS, SECTIONS, AND DETAILS, RANGE SITE DETAILS
C006 .....	ARCHERY RANGE LAYOUT SITE PLAN
C007 .....	SITE UTILITY PLAN
C007.1 .....	GRINDER PUMP STATION DETAIL

**PLUMBING**

P1.01 .....	SITE PLAN - PLUMBING
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**ELECTRICAL**

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E100 .....	OVERALL SITE PLAN ELECTRICAL
E101 .....	ENLARGED SITE PLAN ELECTRICAL
E102 .....	ENLARGED SITE PLAN ELECTRICAL

E201 ..... SKEET HOUSE ELECTRICAL  
E202 ..... RANGE SHED ELECTRICAL  
E301 ..... ELECTRICAL DETAILS  
E401 ..... ELECTRICAL SCHEDULES AND RISER  
E402 ..... ELECTRICAL SCHEDULES

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

**SECTION 00 0110**

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## ADDENDUM NO. 1

PROJECT TITLE: Jonesboro Shooting Sports Complex  
Phase 1C – Shooting Complex Site Package  
Jonesboro, Arkansas

OWNER: City of Jonesboro  
300 South Church Street  
Jonesboro, Arkansas 72401

OWNER'S  
REPRESENTATIVE: Honorable Mayor Harold Perrin  
(870) 932-1052

ARCHITECT: Brackett-Krennerich and Associates, P.A.  
100 East Huntington Avenue, Suite D  
Post Office Box 1655  
Jonesboro, Arkansas 72403-1655  
(870) 932-0571 • (870) 932-0975 *fax*

COMMISSION NUMBER: 12015 – 1C

ISSUE DATE: January 24, 2020

BID DATE/LOCATION: **February 6, 2020 at 2:00 p.m. C.D.S.T.**  
Jonesboro City Hall  
C/O Steve Kent, Purchasing Agent  
Third Floor Engineering Dept. Conference Room  
300 South Church Street  
Jonesboro, AR 72401

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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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### **GENERAL**

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1. Pre-Bid date and address is changed to:

**Wednesday, January 29, 2020 at 1:00 p.m. C.D.S.T**  
Jonesboro Animal Control Shelter  
6119 E. Highland Drive  
Jonesboro, AR 72401

## ADDENDUM NO. 2

PROJECT TITLE: Jonesboro Shooting Sports Complex  
Phase 1C – Shooting Complex Site Package  
Jonesboro, Arkansas

OWNER: City of Jonesboro  
300 South Church Street  
Jonesboro, Arkansas 72401

OWNER'S  
REPRESENTATIVE: Honorable Mayor Harold Perrin  
(870) 932-1052

ARCHITECT: Brackett-Krennerich and Associates, P.A.  
100 East Huntington Avenue, Suite D  
Post Office Box 1655  
Jonesboro, Arkansas 72403-1655  
(870) 932-0571 • (870) 932-0975 *fax*

COMMISSION NUMBER: 12015 – 1C

ISSUE DATE: February 3, 2020

BID DATE/LOCATION: **February 6, 2020 at 2:00 p.m. C.D.S.T.**  
Jonesboro City Hall  
C/O Steve Kent, Purchasing Agent  
Third Floor Engineering Dept. Conference Room  
300 South Church Street  
Jonesboro, AR 72401

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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*

1. Drawings: Sheet C005- Firing Range Layout Site Plan

- A. Extend safety baffle at line #6 – an additional 12'-0" to the east of existing concrete wall. This will add 12'-0" of total length at this baffle line only.

2. Drawings: Sheet C005.6 – Firing Safety Baffle Elevations, Sections, and Details, Range Site Details

- A. Omit detail A/C005.6 (section at concrete sidewall). This detail applied to a previous phase of work.

3. Drawings: Sheet C007- Site Utility Plan

- A. Omit Sheet C007 in its entirety. Replace with attached Sheet C007 indicating the 8” water main to be provided by others. Refer to page 03 of this addendum.

---

*ARCHITECTURAL*

---

1. Specifications: Section 03 4800 – Precast Concrete Trap House

- A. Section 1.05 – Quality Assurance; Clarification:
1. Perform the work of this section in accordance to “**PCI MNL-116**” in lieu of PCI MNL-117 for structural precast.

---

*ELECTRICAL*

---

1. Drawings: Sheet E401 – Electrical Schedules and Riser; Light Fixture Schedule

- A. Omit type mark “S” light fixture. This is to be used on a future phase. There is no stand alone site lighting on this project.
- B. Provide Fire/Cease signs as indicated on electrical drawings equal to:
1. Product ID: 40446 Outdoor Blank-Out LED Direct-View Sign. Model TCL726RG-K450. 7”H x 26”W x 2.5”D. 120-277 VAC. By Signal-Tech. [www.signal-tech.com](http://www.signal-tech.com)





**SECTION 00 1113**

**ADVERTISEMENT FOR BIDS**

Qualified Contractors are invited to bid on a contract for "**Jonesboro Shooting Sports Complex, Phase 1C Shooting Complex Site Package, Jonesboro, Arkansas**". The bids shall be on a lump sum basis.

The City of Jonesboro, hereinafter termed owner, will receive bids until **2:00 p.m., February 6, 2020**. Bids may be mailed or delivered in care of Purchasing Agent, Steve Kent, Jonesboro City Hall, 300 South Church Street, Jonesboro, Arkansas 72401. Bids received after this time will not be accepted.

Bids will be publicly opened and read aloud at the stated time on the Third Floor Engineering Department Room at the Municipal Building Center, 300 South Church Street, Jonesboro, Arkansas.

The scope of the work consists of development of wood structure fire range shooting sheds and safety baffles and associated site work. Trap and skeet houses of precast concrete, concrete block, and wood construction will be included with concrete trap/skeet fields and machinery. Miscellaneous electrical and plumbing will be included. Project also include site utilities for sewer and water. Plantings at project wetlands will be included in scope of work

Plans, specifications, bid forms, and other contract documents may be examined at the office of the architect. While contract documents can be examined at the following plan rooms, bidders should use caution in doing so:

**Jonesboro Blueprint**  
**222 Madison Street**  
**Jonesboro, AR 72401**  
**(870) 932-4349**

**Southern Reprographics**  
**901 W. 7<sup>th</sup> Street**  
**Little Rock, AR 72201**  
**(501) 372-4011**

Obtaining contract documents through any source other than the Design Professional or their representative(s) is not advisable due to the risks of receiving incomplete or inaccurate information. Contract documents obtained through the Design Professional or their representative(s) are considered the official version and take precedence should any discrepancies occur. The official version of the complete set of the contract documents should be examined and are obtainable from Brackett-Krennerich and Associates, P.A., 100 E. Huntington, Suite D, Jonesboro, Arkansas. General contractors may obtain two (2) complete sets of bidding documents from Brackett-Krennerich and Associates upon deposit of **\$100.00** which is refundable, less postage/shipping costs, if applicable, to bona fide bidders upon return of documents in good condition within 3 days after bid date.

Additional sets of documents may be obtained for use by subcontractors and material suppliers upon receipt of **\$50.00** per set which is refundable less cost of reproduction (**50% refundable**), and less postage/shipping costs if applicable, upon return of documents in good condition within 3 days after the bid date. No partial sets will be issued.

Bid Security in the amount of five percent (5%) of the bid must accompany each bid in accordance with the Instructions to Bidders.

Bidders shall conform to the requirements of the Arkansas licensing laws and regulations for contractors, and shall be licensed before his bid is submitted.

The City of Jonesboro encourages all small, minority, and women business enterprises submit bids for capital improvements. Encouragement is also made to all general contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

There will be a **Pre-Bid Conference** held at the site on **January 28, 2020**. The conference will start at exactly **2:00 p.m.** Prime contractors who arrive late or fail to attend this meeting may forfeit their bidding privilege. The owner reserves the right to waive this requirement and/or schedule additional meetings.

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

January 19, 2020  
Mayor Harold Perrin  
City of Jonesboro  
(Bid # 2020:07)

**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 1C Shooting Complex Site Package, Jonesboro, Arkansas

**1.03 DATE:** February 6, 2020 (Bidder to enter date)

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

- A. Bidder's Full Name Ramsons, Inc. (An Arkansas Corporation)  
1. Address P O Box 9185  
2. City, State, Zip Jonesboro, AR 72403

**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. ~~\$4,382,000.00~~ <sup>#</sup> 4,479,800<sup>00</sup> *Sw*  
(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. We understand that the owner reserves the right to reject any and all bids and waive any informalities in the bidding.

**1.06 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.

**1.07 CONTRACT TIME/LIQUIDATED DAMAGES**

- A. If this Bid is accepted, we will:
- B. Complete the work by July 15, 2020.

Trenching: \$2500.00

- 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.

**1.08 ADDENDA**

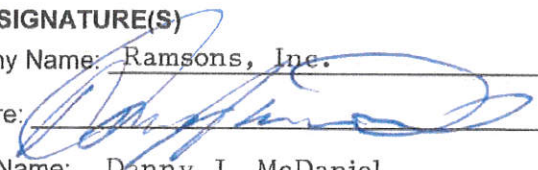
- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum or price.

1. Addendum # 1 Dated 1/24/20
2. Addendum # 2 Dated 2/3/20
3. Addendum # 3 Dated 2/5/20
4. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

**1.09 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- N/A
1. License No. \_\_\_\_\_
  2. Is the amount of work \$20,000 or over: Yes \_\_\_ No \_\_\_
- D. PLUMBING: Name- Adams & Cooper Plumbing
1. License No. 0016620320
  2. Is the amount of work \$20,000 or over: Yes \_\_\_ No X
- E. ELECTRICAL: Name- Precise Heating Air and Electrical, Inc.
1. License No. 0222630520
  2. Is the amount of work \$20,000 or over: Yes X No \_\_\_
- F. ROOFING & SHEETMETAL : Name- Architectural Roofing & Construction, Inc.
1. License No. 0325810220
  2. Is the amount of work \$20,000 or over: Yes X No \_\_\_

**1.10 BID FORM SIGNATURE(S)**

- A. Company Name: Ramsons, Inc.
- B. Signature: 
- C. Printed Name: Danny J. McDaniel
- D. Title: President
- E. Business Address: P O Box 9185, Jonesboro, AR 72403
- F. Contractor's License No. 0001240220
- G. Seal if bid is by a corporation.

**END OF BID FORM**

**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 29.905, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

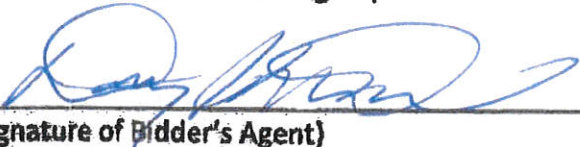
The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

**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.

Ramsons, Inc.  
\_\_\_\_\_  
(Name of Bidder/Proposer)

Danny J. McDaniel  
\_\_\_\_\_  
(Printed Name of Bidder's Agent)

  
\_\_\_\_\_  
(Signature of Bidder's Agent)

President  
\_\_\_\_\_  
(Printed Title of Bidder's Agent)

February 6, 2020  
\_\_\_\_\_  
(Date Executed)

## 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 part 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 Jonesboro, Arkansas this 6th  
day of February, 20 20.

Ramsons, Inc.

(Name of Bidder)

By 

Danny J. McDaniel

Title President

STATE OF Arkansas)

COUNTY OF Craighead)

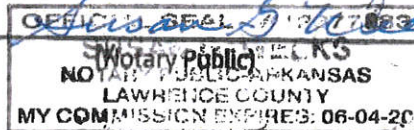
Danny J. McDaniel being duly sworn deposes and says that

he is President of Ramsons, Inc.  
(Name of Organization)

SUBSCRIBED AND SWORN TO BEFORE ME this 6th day of February, 20 20

My Commission Expires:

6/4/20



## EXHIBIT "B"

### Additional Statement of Assurance and Compliances

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

#### LEGAL COMPLIANCE

The CONTRACTOR shall at all time observe and full comply with any and all Federal, State, and local laws, statutes, orders, ordinances, and regulations.

#### NATIONAL HISTORIC PRESERVATION ACT COMPLIANCE

If the CONTRACTOR encounters the following while performing under this Contract, it shall immediately stop all work in the vicinity of the discovery and take reasonable measures to avoid or minimize harm to the finds: archeological deposits, including but not limited to pottery or ceramics, stone tools, projectile points, dugout canoes, metal implements, historical building material, that could be associated with Native American, early European, or American settlements; historic resources (as defined by Section 301 of the National Historic Preservation Act ("NHPA"), "any prehistoric or historic district, site, building, structure, or object included in or eligible for inclusion on the National Register, including artifacts, records, and material remains related to such a property or resource".; or bones or human remains. The CONTRACTOR shall immediately notify the CITY and shall not resume work in any areas identified until (a) appropriate measures have been taken to ensure that the project is in compliance with the NHPA and (b) the CITY authorizes the resumption of work. Additional conditions may apply. The CONTRACTOR shall insert this paragraph in all subcontracts related to this Contract.

#### EQUAL EMPLOYMENT OPPORTUNITY

The CONTRACTOR agrees not to discriminate in its employment practices or subcontracts with regard to race, color, sex, age, religion, national origin, or disability.

Ramsons, Inc.

\_\_\_\_\_  
(Name of Bidder/Proposer)

Danny J. McDaniel

\_\_\_\_\_  
(Printed Name of Bidder's Agent)

  
\_\_\_\_\_  
(Signature of Bidder's Agent)

President

\_\_\_\_\_  
(Printed Title of Bidder's Agent)

February 6, 2020

\_\_\_\_\_  
(Date Executed)



**BID BOND**

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Ramsons, Inc.

\_\_\_\_\_ as Principal, hereinafter called the Principal,

and the Berkley Insurance Company

of 475 Steamboat Road, Greenwich, Connecticut

, a corporation duly organized under the laws of the State of Delaware, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Jonesboro, Arkansas as Obligee, hereinafter called the Obligee,

in the sum of Five Percent of Amount of Bid

Dollars (\$ 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 1C Shooting Complex Site Package; 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 6th day of February, 2020

Susan B Weeks  
Witness

Ramsons, Inc. (Seal)  
[Signature] Principal  
President Title

Nolly Livingston  
Witness

Berkley Insurance Company  
By Judy Schoggen  
Judy Schoggen Attorney-in-Fact

POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Benson A. Cashion; Matthew K. Cashion, Jr.; Judy Schoggen; Michael G. Dornblaser; Lee Wright Jackson; or Holly Clevenger of The Cashion Company, Inc. of Little Rock, AR* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 30<sup>th</sup> day of January, 2019.

Attest:

Berkley Insurance Company

(Seal)

By

By

Ira S. Lederman  
Executive Vice President & Secretary

Jeffrey M. Hafter  
Senior Vice President

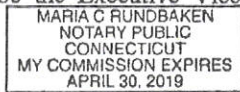
**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 30<sup>th</sup> day of January, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.



Maria C. Rundbaken  
Notary Public, State of Connecticut

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 6<sup>th</sup> day of February, 2020.

(Seal)

Vincent P. Forte  
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.



**BID TAB**

**Date: February 6, 2020 @ 2:00 pm**  
**Project: Jonesboro Shooting Sports Complex**  
**Phase 1C Shooting Complex Site Package**  
**Jonesboro, Arkansas**

Contractor Name	Bid Security	Addenda Received	Completion Time	Base Bid	Subcontractors
Bailey Contractors Inc 2307 Congress Cove Jonesboro, AR Lic: 01802404320	5%	1. Yes 2. Yes 3. Yes	July 15, 2020	\$4,483,850.00	<b>Mechanical:</b> N/A Lic: <b>Plumbing:</b> Adams & Cooper Lic: 0016620320 <b>Electrical:</b> Precise Heating, Air & Electrical Lic: 0222630520 <b>Roofing &amp;</b> Architectural Roofing & Construction Lic: 0325810220 <b>Mechanical:</b> N/A Lic: <b>Plumbing:</b> Adams & Cooper Lic: 001662320 <b>Electrical:</b> Precise Heating, Air & Electrical Lic: 0222630520 <b>Roofing &amp;</b> Architectural Roofing & Construction Lic: 0325810220
Ramsoms Incorporated PO Box 9185 Jonesboro, AR 72403 Lic: 000124220	5%	1. Yes 2. Yes 3. Yes	July 15, 2020	\$4,479,800.00	<b>Mechanical:</b> N/A Lic: <b>Plumbing:</b> Adams & Cooper Lic: 001662320 <b>Electrical:</b> Precise Heating, Air & Electrical Lic: 0222630520 <b>Roofing &amp;</b> Architectural Roofing & Construction Lic: 0325810220
RGL Construction LLC P.O. Box 631 Monette, AR Lic:					NO BID SUBMITTED
Tate General Contractors 115 Woody Lane Jonesboro, AR Lic:					NO BID SUBMITTED



*[Signature]*  
 Kyle Cook, AIA



## COMMENTS/REMARKS

RAMSONS, INC.  
RAMCO EQUIPMENT COMPANY

**ENDORSED ADDITIONAL INSURED:**

If required by written contract, certificate holder is included as an additional insured on a primary and noncontributory basis.

("X" denotes coverage.)

**ENDORSED WAIVER OF SUBROGATION:**

If required by written contract, waiver of subrogation applies in favor of certificate holder.

("Y" denotes coverage.)

**2020R-005036**

FILED

**JONESBORO DISTRICT**

**CRAIGHEAD COUNTY, ARKANSAS**

**CANDACE EDWARDS, CLERK & RECORDER**

**03/09/2020 08:10:56 AM**

**FFF 20 00**

**PAGES: 3**

**SHELENA SHUMPERT**

Cover Sheet

This page was added by the Craighead County Register of Deeds office to give sufficient space for the necessary recording and certification on a document.

**ARKANSAS STATUTORY PERFORMANCE AND PAYMENT BOND**  
**Given in compliance with Act 351 of 1953, amended.**

KNOW ALL BY THESE PRESENTS, That we, Ramsons, Inc.

as Principal, hereinafter called Principal, and Berkley Insurance Company, a  
Delaware Corporation, as Surety, hereinafter called Surety, are held and firmly bound unto  
City of Jonesboro, Arkansas  
as Obligee, hereinafter called Owner, in the amount of One Million Nine Hundred Seventy-seven Thousand Eight Hundred  
Seven And No/100 Dollars (\$1,977,807.00),  
for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, successors and assigns, jointly and  
severally, firmly by these presents.

PRINCIPAL HAS, by written agreement dated \_\_\_\_\_  
entered into a contract with Owner for Jonesboro Shooting Sports Complex, Phase 1C - Shooting Sports Complex Site Package,  
Jonesboro, Arkansas 72401  
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall faithfully perform the Contract on his part and shall  
fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure so to do and shall fully  
reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, and, further, that if  
the Principal shall pay all persons all indebtedness for labor or materials furnished or performed under said contract failing which such  
persons shall have a direct right of action against the Principal and Surety jointly and severally under this obligation, subject to the  
Owner's priority, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

NO SUIT, ACTION OR PROCEEDING SHALL BE BROUGHT on this bond outside the State of Arkansas. No suit, action or  
proceeding shall be brought on this bond except by the Owner after six months from the date final payment is made on the Contract, nor  
shall any suit, action or proceeding be brought by the Owner after two years from the date on which the final payment under the Contract  
falls due.

ANY ALTERATIONS WHICH MAY BE MADE in the terms of the Contract, or in the work to be done under it, or the giving by the  
Owner of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Owner or the  
Principal to the other shall not in any way release the Principal and the Surety or Sureties, or either or any of them, their heirs, personal  
representatives, successors or assigns from their liability hereunder, notice to the Surety or Sureties of any such alteration, extension or  
forbearance being hereby waived.

IN NO EVENT SHALL the aggregate liability of the Surety exceed the sum set out herein.

Executed on this 4 day of MARCH, 2020.

Ramsons, Inc. Principal  
By [Signature]

Berkley Insurance Company  
By Judy Schoggen Attorney-in-Fact  
Judy Schoggen

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Benson A. Cashion; Matthew K. Cashion, Jr.; Judy Schoggen; Michael G. Dornblaser; Lee Wright Jackson; or Holly Clevenger of The Cashion Company, Inc. of Little Rock, AR its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 30th day of January, 2019.

Attest:

Berkley Insurance Company

(Seal)

By Ira S. Lederman
Executive Vice President & Secretary

By Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 30th day of January, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2019

Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

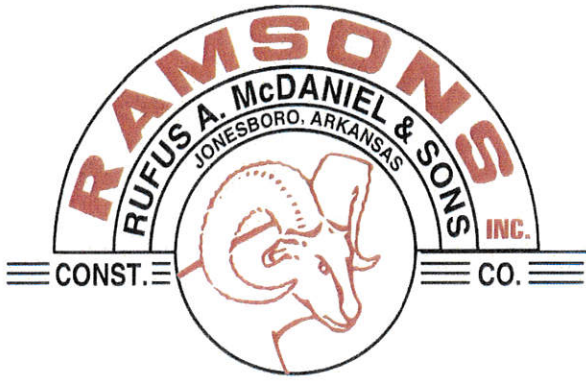
Given under my hand and seal of the Company, this \_\_\_ day of \_\_\_

(Seal)

Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.





RAMSONS INC.  
GENERAL CONTRACTORS  
3111 DAN AVENUE  
P.O. BOX 9185 JONESBORO, AR 72403-9185

PHONE (870) 935-1210

FAX (870) 972-9255

February 14, 2020

**Kyle Cook**  
Brackett-Krennerich Architects  
100 E Huntington Ave D  
Jonesboro, AR 72401

RE: Shooting Complex  
*Value Engineering Price*

Kyle,

As requested, we are pleased to offer the following as value engineering:

- Delete wetland plantings and maintenance
- Delete shot screen

These two items represent a total cost reduction of \$2,481,993.00 and brings our **revised price to \$1,977,807.00.**

Sincerely,

Ramsons, Inc.

Scott McDaniel  
Project Coordinator