

AIA[®] Document A101[™] – 2007

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

AGREEMENT made as of the Thirty-first day of October in the year Two Thousand Thirteen

(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, Arkansas 72401

and the Contractor:

(Name, legal status, address and other information)

Construction Network, Inc.
6009 Dalton Farmer Drive
Jonesboro, AR 72404

Telephone Number: 870-972-5632

Fax Number: (870) 935-0043

for the following Project:

(Name, location and detailed description)

Proposed Facility
Jonesboro Police Department
1001 S. Caraway Road
Jonesboro, Arkansas

The Architect:

(Name, legal status, address and other information)

Brackett Krennerich & Associates P.A.

100 E. Huntington Ave., Suite D

Jonesboro, AR 72401

Telephone Number: 870-932-0571

Fax Number: 870-932-0975

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.

AIA Document A201[™]-2007, 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.

TABLE OF ARTICLES

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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 the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The commencement date will be the date of the "Notice to Proceed".

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

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

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Three hundred (300) consecutive calendar days from the date of commencement, or as follows:

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Paragraph deleted)

Liquated damages: **\$200.00 (Two 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.

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 Five Hundred Fourteen Thousand Dollars and Zero Cents (\$ 1,514,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any: Not Applicable

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

§ 4.4 Allowances included in the Contract Sum, if any: \$425.00 per thousand for purchase and delivery of face brick

(Identify allowance and state exclusions, if any, from the allowance price.)

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 certified amount 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 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, unless objected to by the Architect, 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 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5.00 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add 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), less retainage of Zero percent (0.00 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

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

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 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 Section 12.2.2 of AIA Document A201-2007, 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 as required by the specifications.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as 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 Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, 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.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

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 A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 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.)

%

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

Mayor Harold Perrin

Int.

300 South Church Street
Jonesboro, AR 72401

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

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

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Are those contained in the project manual dated September 23, 2013 bearing the architect's commission number 11311.

§ 9.1.4 The Specifications:

Entitled "Proposed Facility, Jonesboro Police Department, 1001 S. Caraway Road, Jonesboro, Arkansas", and bearing the architect's commission number 11311.

See Attached Exhibit "A"

§ 9.1.5 The Drawings:

Entitled "Proposed Facility, Jonesboro Police Department, 1001 S. Caraway Road, Jonesboro, Arkansas", and bearing the architect's commission number 11311.

See Attached Exhibit "B"

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum No. 1	October 23, 2013	(5) Five

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document A201-2007, General Conditions of the Contract for Construction

.2 Other documents, if any, listed below:

1. Exhibit "A" – Enumeration of the Contract Documents – Specifications
2. Exhibit "B" – Enumeration of the Contract Documents – Drawings
3. Advertisement for Bids
4. Contractor's Bid and Bid Bond
5. Certified Bid Tabulation
6. Certificate(s) of Insurance
7. Payment and Performance Bonds (filed/recorded in Craighead County)
8. Statement of Intent to Pay Prevailing Wages
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)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Int.

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



11/8/2013

CONTRACTOR (Signature)

Sean Stem, President
Construction Network, Inc.
(Printed name and title)

init.

Exhibit "A"

Proposed Facility
Jonesboro Police Department
1001 S. Caraway Road
Jonesboro, Arkansas

Commission No. 11311

SECTION 00 0110

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Exhibit "A"

Proposed Facility
Jonesboro Police Department
1001 S. Caraway Road
Jonesboro, Arkansas

Commission No. 11311

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Exhibit "A"

Proposed Facility
 Jonesboro Police Department
 1001 S. Caraway Road
 Jonesboro, Arkansas

Commission No. 11311

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Exhibit "A"

Proposed Facility
Jonesboro Police Department
1001 S. Caraway Road
Jonesboro, Arkansas

Commission No. 11311

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END OF SECTION

Exhibit "A"

PROPOSED FACILITY
JONESBORO POLICE DEPARTMENT
1001 S. CARAWAY ROAD
JONESBORO, ARKANSAS
COMMISSION NO. 11311
PETTTT & PETTTT JOB NO. 13-053

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22 0501 Plumbing Demolition
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22 0553 Identification for Plumbing Piping and Equipment
22 0719 Plumbing Piping Insulation
22 1006 Plumbing Piping
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23 0593 Testing, Adjusting and Balancing for Heating, Ventilating and Air Conditioning
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23 2300 Refrigerant Piping
23 3100 HVAC Ducts and Casings
23 3300 Air Duct Accessories
23 3700 Air Inlets and Outlets
23 7413 Packaged Rooftop Air Conditioners
23 8125 Computer Room Environmental Control System

Exhibit "A"

PROPOSED FACILITY
JONESBORO POLICE DEPARTMENT
1001 S. CARAWAY ROAD
JONESBORO, ARKANSAS
COMMISSION NO. 11311
PETTIT & PETTIT JOB NO. 13-053

DIVISION 26

26 0500	Common Work Results for Electrical
26 0502	Equipment Wiring Systems
26 0519	Low-Voltage Electrical Power Connectors and Cable
26 0526	Grounding and Bonding for Electrical Systems
26 0529	Hangers and Supports for Electrical Systems
26 0533	Raceway and Boxes for Electrical Systems
26 0546	Vibration and Seismic Controls for Electrical Systems
26 0553	Identification for Electrical Systems
26 2213	Low-Voltage Transformers
26 2413	Switchboard
26 2416	Panelboards
26 2600	Low-Voltage Electrical Distribution
26 2726	Wiring Devices
26 2813	Fuses
26 2816	Enclosed Switches and Circuit Breakers
26 2913	Enclosed Motor Controllers
26 3200	Enclosed Transfer Switch
26 3623	Packaged Diesel Engine Generator System
26 4300	Transient Voltage Surge Suppression
26 5000	Lighting

DIVISION 27

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DIVISION 28

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Exhibit "B"

Proposed Facility
Jonesboro Police Department
1001 S. Caraway Road
Jonesboro, Arkansas

Commission No. 11311

SECTION 00 0115

LIST OF DRAWINGS SHEETS

THE FOLLOWING DRAWINGS DATED SEPTEMBER 23, 2013 BEARING THE ARCHITECT'S COMMISSION NUMBER 11311 WITH THESE SPECIFICATIONS FORM THE CONTRACT DOCUMENTS

LIFE SAFETY

LS100.....LIFE SAFETY PLAN, CODE DATA
LS101.....LIFE SAFETY PLAN, CODE DATA – MOTOR POOL BUILDING

DEMOLITION

D100.....SITE DEMOLITION PLAN
D101.....DEMOLITION FLOOR PLAN

CIVIL

C001.....TOPOGRAPHIC SURVEY – REFERENCE ONLY
C002.....OVERALL SITE PLAN
C003.....PARTIAL SITE PLAN
C004.....PARTIAL SITE PLAN, SITE DETAILS
C005.....SITE DETAILS

ARCHITECTURAL

A001.....DOOR SCHEDULE, VISUAL DOOR TYPES, HOLLOW METAL FRAME FRAME SCHEDULE, ALUMINUM FRAME SCHEDULE
A002.....DOOR DETAILS
A003.....ALUMINUM FRAME DETAILS, WINDOW DETAILS, CASED OPENING DETAILS
A004.....VISUAL WALL TYPES, DETAILS
A005.....FINISH SCHEDULES, FINISH DETAILS
A006.....FINISH FLOOR PLAN
A101.....FLOOR PLAN
A102.....ROOF PLAN
A103.....MOTOR POOL FLOOR PLAN, REFLECTED CEILING PLAN, ROOF PLAN
A200.....BUILDING ELEVATIONS
A400.....REFLECTED CEILING PLAN
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A501.....WALL SECTIONS
A502.....WALL SECTION, STAIR SECTION
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M301.....HVAC DETAILS
M401.....HVAC SCHEDULES

Exhibit "B"

Proposed Facility
Jonesboro Police Department
1001 S. Caraway Road
Jonesboro, Arkansas

Commission No. 11311

MD101.....DEMOLITION PLAN – HVAC

PLUMBING

P100.....PLUMBING GENERAL NOTES AND LEGENDS

P101.....SITE UTILITIES PLAN – PLUMBING

P102.....FLOOR PLAN – PLUMBING

P103.....ROOF PLAN – PLUMBING

P104.....ENLARGED PLUMBING PLANS

P201.....PLUMBING DETAILS

P301.....PLUMBING RISERS

P302.....PLUMBING RISERS

P401.....PLUMBING SCHEDULES

PD101.....DEMOLITION PLAN - PLUMBING

ELECTRICAL

E001.....DEMOLITION PLAN – ELECTRICAL

E100.....SITE PLAN – ELECTRICAL

E101.....LIGHTING PLAN – ELECTRICAL

E102.....POWER PLAN – ELECTRICAL

E103.....ROOF PLAN – HVAC POWER

E104.....SYSTEMS – ELECTRICAL

E201.....SCHEDULES AND DETAILS

E202.....SCHEDULES AND DETAILS

E203.....SCHEDULES AND DETAILS

END OF SECTION

SECTION 00 1113

ADVERTISEMENT FOR BIDS

Qualified Contractors are invited to bid on a contract for **PROPOSED FACILITY JONESBORO POLICE DEPARTMENT, 1001 SOUTH CARAWAY ROAD, JONESBORO, ARKANSAS.** The bids shall be on a lump sum basis.

The City of Jonesboro, hereinafter termed owner, will receive bids until **7:00 p.m., October 28, 2013.** Bids may be mailed or delivered in care of Mayor Harold Perrin, 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 at the First Floor Planning Review Conference Room at the Municipal Building Center, 300 South Church Street, Jonesboro, Arkansas.

The scope of work consists of interior renovations to two existing one story buildings; one existing building consists of approximately 14,000 square feet, the second existing building consists of approximately 3,200 square feet. The contract will include mechanical, plumbing, and electrical work. Some site work is also included.

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:

MHC Dodge Plans 3315 Central Ave. Hot Springs, AR 71913 (501) 321-2956	Builders Exchange 642 S Cooper Memphis, TN 38104 (901) 272-7495	Reed Construction Data Suite 100 30 Technology Parkway So Norcross, GA 30092 (800) 448-8182	Southern Reprographics 901 W. 7 th Street Little Rock, AR 72201 (501) 372-4011
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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 **\$200.00** 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 **\$100.00** 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.

Bidders are hereby notified that the Arkansas Department of Labor Prevailing Wage Rates will apply.

Proposed Facility
Jonesboro Police Department
1001 S. Caraway Road
Jonesboro, Arkansas

Commission No. 11311

There will be a **Pre-Bid Conference** held at the site on **October 16, 2013**. The conference will start at exactly **2:00 p.m.** Prime contractors who arrive late or fail to attend this meeting will 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, and to waive and formalities.

October 6, 2013
Mayor Harold Perrin
City of Jonesboro

SECTION 00 4100
BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

A. Owner: City of Jonesboro

1.02 FOR:

A. Proposed Facility, Jonesboro Police Department, 1001 South Caraway, Jonesboro, Arkansas.

1.03 DATE: 10/28/2013 (Bidder to enter date)

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

A. Bidder's Full Name Construction Network Inc
1. Address 6009 Dalton Farmer Drive
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. 1,514,000 (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 formalities 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

- A. If this Bid is accepted, we will:
- B. Complete all work required under the contract within 300 days of the date of the "Notice to Proceed" of the owner.
- C. Liquidated Damages: \$200.00 (Two Hundred Dollars and 00/100 Dollars) for liquidated 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.

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 10-23-13
2. Addendum # _____ Dated _____
3. Addendum # _____ Dated _____
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 Wright & Gale

1. License No. 0130790314
2. Is the amount of work \$20,000 or over. Yes No

D. PLUMBING: Name Adams & Loop

1. License No. 0016620314
2. Is the amount of work \$20,000 or over. Yes No

E. ELECTRICAL: Name Advanced Technical Group

1. License No. 0128590514
2. Is the amount of work \$20,000 or over. Yes No

F. ROOFING & SHEETMETAL: Name DeHs & Sheetmetal

1. License No. 0022800314
2. Is the amount of work \$20,000 or over. Yes No

1.10 BID FORM SIGNATURE(S)

- A. Company Name: Construction Network Inc
- B. Signature: [Signature]
- C. Printed Name: Sean Stem
- D. Title: President
- E. Business Address: 6009 Dalton Farmer Drive, Jonesboro, AR 72404
- F. Contractor's License No. 0038750714
- G. Seal if bid is by a corporation.



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that **Construction Network, Inc.**, P O Box 1654, Jonesboro AR 72403

as Principal, hereinafter called the Principal, and **Fidelity and Deposit Company of Maryland**

a corporation duly organized under the laws of the State of **Maryland**

as Surety, hereinafter called the Surety, are held and firmly bound **City of Jonesboro, 300 South Church St., Jonesboro, AR 72401**

as Oblige, hereinafter called the Oblige, in the sum of **Five percent of amount bid**

Dollars(\$ 5%)

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 **Proposed Facility, Jonesboro Police Department, 1001 S. Caraway Road, Jonesboro, AR.**

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige 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 Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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 **28th** day of **October**, 2013.

Victoria Carter
(Witness)

Jan Melton
(Witness)
Jan Melton

Construction Network, Inc.
[Signature] (Principal) (Seal)
CEO
(Title)

Fidelity and Deposit Company of Maryland
(Surety) (Seal)
Michael A. McDaniel
(Title)
Michael A. McDaniel, Attorney-in-fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by THOMAS O. MCCLELLAN, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Michael A. MCDANIEL, Richard H. WHITLEY, James S. BROWN and Melissa ROSENBAUM, all of MEMPHIS, Tennessee, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 6th day of May, A.D. 2013.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By Eric D. Barnes
Eric D. Barnes
Assistant Secretary
Eric D. Barnes

Thomas O. McClellan
Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

On this 6th day of May, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and said, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski
Maria D. Adamski
Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, ~~Attorneys-in-Fact~~. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 28th day of October, 2013.




Geoffrey Delisio

Geoffrey Delisio, Vice President

**Proposed Facility
Jonesboro Police Department
1001 S Caraway Road
Jonesboro, Arkansas
COMMISSION NO. 11311**

Bid Date: October 28, 2013 @ 7:00 p.m. Location: Jonesboro City Hall, 300 South Church Street, Jonesboro, Arkansas 72401

CONTRACTOR/LICENSE NUMBER	COMPLETION TIME	BID SECURITY	ADDENDA RECEIVED	BASE BID	SUBCONTRACTORS
Bailey Contractors, Inc. 101 CR 130 Bono, AR 72148 License # 0160240414	300 days	5%	1. Yes	\$1,519,900.00	Mechanical/HVAC: RGB Sheet Metal Lic#: 0009621213 Plumbing:..... Adams & Cooper Plumbing Co. Lic#: 0016620314 Electrical:..... Long Electric Lic#: 0216990414 Roofing & Sheet Metal: Delta Roofing & Sheet Metal Lic#: 0022800314
Baldwin & Shell Construction Inc. P O Box 468 Jonesboro, AR 72403	No Bid Submitted				
Construction Network, Inc. 8009 Dalton Farmer Road Jonesboro, AR 72404 License # 0038750714	300 days	5%	1. Yes	\$1,514,000.00	Mechanical/HVAC:Nightingale Mechanical Lic#: 0180790314 Plumbing:..... Adams & Cooper Plumbing Co. Lic#: 0016620314 Electrical:..... Advanced Technical Group Lic#: 0128590514 Roofing & Sheet Metal: Delta Roofing & Sheet Metal Lic#: 0022800314
Olympus Construction Inc. 2506 W Washington Jonesboro, AR 72401 License # 0013400114	300 days	5%	1. Yes	\$1,519,000.00	Mechanical/HVAC: RGB Sheet Metal Lic#: 0009621213 Plumbing:..... Adams & Cooper Plumbing Co. Lic#: 0016620314 Electrical:..... Wilkins Electric Lic#: 0209480414 Roofing & Sheet Metal: Delta Roofing & Sheet Metal Lic#: 0022800314
Tate General Contractors Inc. P O Box 1768 Jonesboro, AR 72403 License # 0027550414	300 days	5%	1. Yes	\$1,597,000.00	Mechanical/HVAC: Nightingale Mechanical Lic#: 0180790314 Plumbing:..... Adams & Cooper Plumbing Co. Lic#: 0016620314 Electrical:..... Wilkins Electric Lic#: 0209480414 Roofing & Sheet Metal: Quality Roofing Lic#: 0004730914



Kyle Cook





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/5/2013

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

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

PRODUCER McDaniel-Whitley, Inc. P.O. Box 382007 Memphis TN 38183-2007		CONTACT NAME: Ashley Humelsine PHONE (A/C No. Ext): (901) 881-6464 FAX (A/C No.): (901) 881-6467 E-MAIL ADDRESS: ahumelsine@mcdanielwhitley.com															
INSURED Construction Network Inc PO Box 1654 Jonesboro AR 72403		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Phoenix Insurance Co</td> <td>25623</td> </tr> <tr> <td>INSURER B: Charter Oak Fire Ins Co</td> <td>25615</td> </tr> <tr> <td>INSURER C: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER D: Travelers Indemnity Co of CT</td> <td>25682</td> </tr> <tr> <td>INSURER E: RLI Insurance Company</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Phoenix Insurance Co	25623	INSURER B: Charter Oak Fire Ins Co	25615	INSURER C: Travelers Indemnity Company	25658	INSURER D: Travelers Indemnity Co of CT	25682	INSURER E: RLI Insurance Company		INSURER F:	
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INSURER E: RLI Insurance Company																	
INSURER F:																	

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


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CO6B909662	4/18/2013	4/18/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> X,C,U Coverage						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liability						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY			8106B909662	4/18/2013	4/18/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP6B909662	4/18/2013	4/18/2014	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 2,000,000
	DED <input checked="" type="checkbox"/>	RETENTION \$ 10,000					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB6B909662	4/18/2013	4/18/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Mthly Report Bldrs Risk Spec Form (Incl Theft)			ILM0703748	4/18/2013	4/18/2014	Total Limit: See Below Deductible: \$2,500

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

CONTRACT AMOUNT - \$1,514,000
 PROJECT: PROPOSED FACILITY, JONESBORO POLICE DEPARTMENT, 1001 S CARAWAY ROAD, JONESBORO, AR
 CITY OF JONESBORO AND BRACKETT KRENNERICH & ASSOCIATES PA ARE NAMED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER **CANCELLATION**

CITY OF JONESBORO 300 SOUTH CHURCH STREET JONESBORO, AR 72401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE M McDaniel/HUMEA 



AIA Document A312™ - 2010



* JB 2013 R - 020157 12 *

JB2013R-020157

ANN HUDSON
CRAIGHEAD COUNTY

RECORDED ON:

11/05/2013 03:34PM

BY Rebecca Carson, D. C.

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Construction Network, Inc.

6009 Dalton Farmer Rd., Jonesboro, AR 72404

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland

1400 American Lane, Schamburg, IL 60196

OWNER:

(Name, legal status and address)

City of Jonesboro
300 South Church Street
Jonesboro, AR 72401

CONSTRUCTION CONTRACT

Date: 10/31/13

Amount: \$1,514,000.00

One Million Five Hundred Fourteen Thousand and 00/100 Dollars

Description:

(Name and location)

Proposed Facility, Jonesboro Police Department
1001 S. Caraway Road, Jonesboro, Arkansas

BOND

Date: 10/31/13

(Not earlier than Construction Contract Date)

Amount: \$1,514,000.00

One Million Five Hundred Fourteen Thousand and 00/100 Dollars

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Construction Network, Inc.

Signature:

Name Sean Stern, President

and Title:

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

McDaniel-Whitley, Inc.
800 Ridgelake Blvd., Ste 300-A
Memphis, TN 38120
901.881.6464

SURETY

Company: (Corporate Seal)

Fidelity and Deposit Company of Maryland

Signature:

Name Michael A. McDaniel, Atty-in-Fact

and Title:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Brackett Krennerich & Associates P.A.
100 E. Huntington Ave., Suite D
Jonesboro, AR 72401

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

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:



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

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Signature: _____

Name and Title: _____

Address: _____



AIA[®]

Document A312™ – 2010

Payment Bond

Bond # 9134817

CONTRACTOR:

(Name, legal status and address)

Construction Network, Inc.

6009 Dalton Farmer Rd., Jonesboro, AR 72404

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland

1400 American Lane, Schamburg, IL 60196

OWNER:

(Name, legal status and address)

City of Jonesboro
300 South Church Street
Jonesboro, AR 72401

CONSTRUCTION CONTRACT

Date: 10/31/13

Amount: \$1,514,000.00

One Million Five Hundred Fourteen Thousand and 00/100 Dollars

Description:
(Name and location)

Proposed Facility, Jonesboro Police Department
1001 S. Caraway Road, Jonesboro, Arkansas

BOND

Date: 10/31/13

(Not earlier than Construction Contract Date)

Amount: \$1,514,000.00


One Million Five Hundred Fourteen Thousand and 00/100 Dollars

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Construction Network, Inc.

Signature: 

Name Sean Stern, President


and Title:

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

SURETY

Company: *(Corporate Seal)*

Fidelity and Deposit Company of Maryland

Signature: 

Name Michael A. McDaniel, Atty-in-Fact

and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

McDaniel-Whitley, Inc.
800 Ridgelake Blvd., Ste 300-A
Memphis, TN 38120
901.881.6464

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Brackett Krennerich & Associates P.A.
100 E. Huntington Ave., Suite D
Jonesboro, AR 72401

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

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

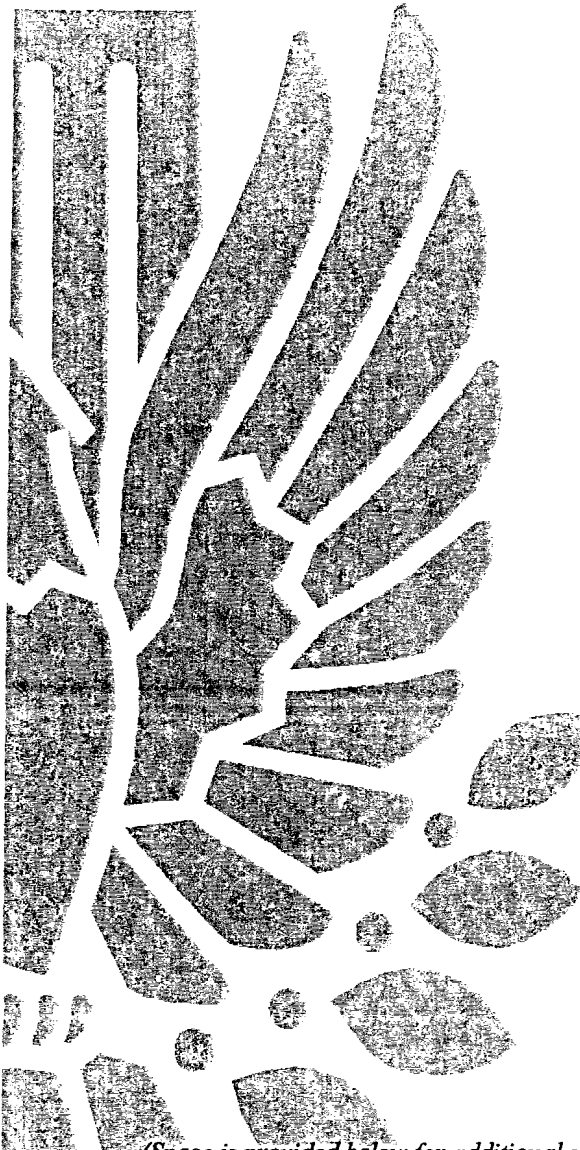
§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

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

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

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

§ 18 Modifications to this bond are as follows:



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

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____

(Corporate Seal)

Company: _____

(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Signature: _____

Name and Title: _____

Address: _____

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Michael A. MCDANIEL, Richard H. WHITLEY, James S. BROWN and Melissa ROSENBAUM, all of MEMPHIS, Tennessee, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 6th day of May, A.D. 2013.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*
Assistant Secretary
Eric D. Barnes

Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

On this 6th day of May, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 31 day of October, 2013.








Geoffrey Delisio

Geoffrey Delisio, Vice President

STATEMENT OF INTENT TO PAY PREVAILING WAGES

**PROJECT: JONESBORO POLICE DEPARTMENT RENOVATION AND ADDITION
JONESBORO, ARKANSAS
CRAIGHEAD COUNTY**

This is to certify that we, the following listed contractors, are aware of the wage requirements of the Arkansas Prevailing Wage Law and by signature below indicate our intent to pay no less than the rates established by Arkansas Prevailing Wage Determination Number **13-162** for work performed on the above noted public project. I understand that contractors who violate prevailing wage laws, i.e., incorrect classification/scope of work of workers, improper payments of prevailing wages, etc., are subject to fines and will be required to pay back wages due to workers.

	Business Name	Address	Phone#	Signature and Title of Business Official
General/Prime Contractor	Construction Network Inc	PO Box 1654 Jonesboro, AR 72403	870-972-5632	 Sean Stem, President
Electrical Subcontractor	Advanced Technical Group Inc	947 CR 712 Jonesboro, AR 72401	870-931-0457	 Mike Hall, President
Mechanical Subcontractor	Nightingale Mechanical	401 Holman Brookland, AR 72417	870-933-1200	 Myron Nightingale
Plumbing Subcontractor	Adams & Cooper Plumbing Inc	PO Box 1141 Jonesboro, AR 72403	870-935-5666	 Gaylon Cooper,
Roofing/ Sheet Metal Subcontractor	Delta Roofing & Sheet Metal	112 S Front St West Memphis, AR 72301	870-735-4391	 Charles Killgore, Vice President

THE GENERAL/PRIME CONTRACTOR IS RESPONSIBLE FOR GETTING THIS FORM FILLED OUT AND RETURNING IT TO THE ARKANSAS DEPARTMENT OF LABOR WITHIN 30 DAYS OF THE NOTICE TO PROCEED FOR THIS PROJECT. RETURN COMPLETED FORM TO THE ARKANSAS DEPARTMENT OF LABOR, PREVAILING WAGE DIVISION, 10421 W. MARKHAM, LITTLE ROCK, ARKANSAS, 72205.