

 **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 Tenth day of January in the year Two Thousand Eighteen
(*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*)

Bailey Contractors, Inc.
2307 Congress Cove
Jonesboro, AR 72401
Telephone Number: 870-933-9612
Fax Number: 870-933-9618

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

JMCP Shop Building
City of Jonesboro
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.

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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 fixed in a 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 Two hundred (200) consecutive calendar days from the date of commencement, or as follows:

(Paragraph deleted)

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Liquated damages: \$200.00 (Two Hundred Dollars and 00/100 Dollars) for liquated damages will be assessed to the contractor for liquated damages for each calendar day that the contractor is in default after the time stipulated in the contract documents.

, subject to adjustments of this Contract Time as provided 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 Seven Hundred Twenty-four Thousand Nine Hundred Dollars and Zero Cents (\$ 724,900.00), 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: Soils Undercut \$19.50 per cubic yard
(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: Not Applicable
(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

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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.

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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.)*

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

Wixson Huffstetler
Director of Parks and Recreation
3009 Dan Avenue
Jonesboro Ar, 72401

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Office: (870) 933-4604
Fax: (870) 336-1254

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

Kevin Bailey
Bailey Contractors, Inc.
2307 Congress Cove
Jonesboro, AR 72401
Office: (870) 933-9612
Fax: (870) 933-9618

§ 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 December 1, 2017 bearing the architect's commission number 10117.

§ 9.1.4 The Specifications:

Entitled "JMPC Shop Building, City of Jonesboro, Jonesboro, Arkansas", and bearing the architect's commission number 10117.

See Attached Exhibit "A"

§ 9.1.5 The Drawings:

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Entitled "JMPC Shop Building, City of Jonesboro, Jonesboro, Arkansas", and bearing the architect's commission number 10117.

See Attached Exhibit "B"

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum #1	January 15, 2018	Five (5)

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. Contractor's Affidavit of Payment of Debts and Claims (required at close-out)
 9. Contractor's Release of Liens (required at close-out)
 10. 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.)

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

OWNER *(Signature)*

Mayor Harold Perrin, Mayor
City of Jonesboro

(Printed name and title)

CONTRACTOR *(Signature)*

Kevin Bailey, President
Bailey Contractors, Inc.

(Printed name and title)

CITY CLERK

(Signature)

_____, City Clerk
City of Jonesboro

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26 0553	ELECTRICAL IDENTIFICATION
26 0573	OVERCURRENT PROTECTIVE DEVICE COORDINATION STUDY
26 0583	ELECTRICAL CONNECTIONS FOR EQUIPMENT
26 0923	LIGHTING CONTROL DEVICES
26 2416	PANEL BOARDS
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26 2728	CIRCUIT & MOTOR DISCONNECTS
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26 4323	TRANSIENT VOLTAGE SURGE SUPPRESSION
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**SECTION 00 0115
LIST OF DRAWING SHEETS**

THE FOLLOWING DRAWINGS DATED DECEMBER 1, 2017 BEARING THE ARCHITECT'S COMMISSION NUMBER 10117 WITH THESE SPECIFICATIONS FORM THE CONTRACT DOCUMENTS.

GENERAL

G001 COVER SHEET

CIVIL

C000 TOPOGRAPHIC SURVEY (REFERENCE ONLY)
C001 OVERALL SITE PLAN AND DETAILS
C002 SITE LAYOUT PLAN
C003 SITE DEVELOPMENT PLAN
C004 SITE DETAILS

LIFE SAFETY

LS001 LIFE SAFETY PLAN AND CODE ANALYSIS

ARCHITECTURAL

A001 DOOR SCHEDULE, VISUAL DOOR TYPES, ALUMINUM FRAME SCHEDULE, AND WALL TYPES
A002 HOLLOW METAL FRAME DETAILS, ALUMINUM FRAME DETAILS
A100 FLOOR PLAN, FINISH SCHEDULE, AND ENLARGED PLAN DETAILS
A101 ENLARGED FLOOR PLAN AND MEZZANINE FLOOR PLAN
A102 ROOF PLAN AND DETAILS
A200 EXTERIOR BUILDING ELEVATIONS
A201 BUILDING SECTIONS
A202 BUILDING SECTIONS
A400 REFLECTED CEILING PLAN, LEGEND AND DETAILS
A500 WALL SECTIONS
A501 WALL SECTIONS
A600 STANDARD MOUNTING HEIGHTS, ADA NOTES
A601 TOILET ELEVATIONS, MILLWORK ELEVATIONS, CABINET SECTIONS

STRUCTURAL

S100 FOUNDATION PLAN AND DETAILS
S200 MEZZANINE FRAMING PLAN AND DETAILS

MECHANICAL

M100 MECHANICAL FLOOR PLAN
M200 MECHANICAL SCHEDULES AND DETAILS

PLUMBING

P100 PLUMBING FLOOR PLAN
P200 PLUMBING RISERS
P201 PLUMBING DETAILS

ELECTRICAL

E100 ELECTRICAL INFORMATION
E200 ELECTRICAL LIGHTING FLOOR PLAN
E201 ELECTRICAL POWER FLOOR PLAN
E300 ELECTRICAL SCHEDULE AND RISERS
E400 ELECTRICAL DETAILS

End of List of Drawings

SECTION 00 1113

ADVERTISEMENT FOR BIDS

Qualified Contractors are invited to bid on a contract for "JMCP Shop Building, City of Jonesboro, 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., January 9, 2018. Bids may be mailed or delivered in care of Wixson Huffstetler, Jonesboro Parks and Recreation Office, 3009 Dan Avenue, 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 Conference Room at Jonesboro Parks and Recreation Office, 3009 Dan Avenue, Jonesboro, Arkansas 72401.

The scope of work consists of a pre-engineered metal building with metal wall panel; approximately 8,000 sq. ft. Building consists of a general shop area with exposed structure, sectional doors, and wash bay. Masonry partition walls at office, breakroom, and janitor areas. Work includes HVAC, plumbing, electrical and site 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:

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 \$50.00 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 \$25.00 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 Jonesboro Parks and Recreation Office, 3009 Dan Avenue, Jonesboro, Arkansas 72401 on January 3, 2018. 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.

City of Jonesboro
JMCP Shop Building
Jonesboro, Arkansas

Commission No. 10117

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

December 10, 2017
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. JMCP Shop Building, City of Jonesboro, Jonesboro, Arkansas.

1.03 DATE: 1/9/18 (Bidder to enter date)

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

A. Bidder's Full Name BAILEY CONTRACTORS INC.
1. Address 2307 CONGRESS COVE
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. \$ 724,900.00
(dollar amount is 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 UNIT PRICES

A. Soils Undercut:

1. If the required quantity of soils undercut is decreased or increased by Change Order, the unit price set forth below shall apply to such quantities.

2. Add or deduct soils undercut:
Price per cubic yard NINETEEN DOLLARS & 50/100 (\$ 19.50)
(dollar amount to be shown numerically)

3. Undercut quantity defined on the drawings is to be in the bid price.

1.07 DEDUCTIVE ALTERNATIVES

A. Deductive Alternate No. 1 - Deduct the sum of:

- \$ 57,050.00
(dollar amount to be shown numerically)

B. Deductive Alternate No. 2 - Deduct the sum of:

- \$ 2000.00
(dollar amount to be shown numerically)

1.08 ACCEPTANCE

- A. This offer shall be open to acceptance for thirty days from the bid closing date.
- B. If this bid is accepted by the Owner within the time period stated above, we will:
 - 1. Execute the Agreement within Ten (10) days of receipt of Notice of Award.
 - 2. Furnish the required bonds within Ten (10) days of receipt of Notice of Award.
 - 3. Commence work within Ten days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.09 CONTRACT TIME

- A. If this Bid is accepted, we agree that the work will be complete in accordance with the contract documents and ready for Substantial Completion:
- B. Complete the work in 150 consecutive calendar 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.

1.10 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum or price.
 - 1. Addendum # 1 Dated 115118.
 - 2. Addendum # _____ Dated _____.
 - 3. Addendum # _____ Dated _____.
 - 4. Addendum # _____ Dated _____.

1.11 LISTING OF MECHANICAL, PLUMBING, ELECTRICAL AND ROOFING WORK

- A. All mechanical, plumbing, electrical and roofing work shall be listed regardless of qualifications, licensures or work amount.
- B. Bidders should consult the project manual on how to fill out this form. Failure to fill out this form correctly shall cause the bid to be declared non-responsive and the bid will not receive consideration.
 - 1. Indicate the Name(s), License Number(s) of each entity performing the listed work and the amount:
- C. MECHANICAL (Indicative of HVACR): Name- RGB Sheet Metal
 - 1. License No. 009621218
 - 2. Is the amount of work \$50,000 or over: Yes ___ No X
- D. PLUMBING: Name- Gulley Plumbing & Construction, LLC
 - 1. License No. 0165280418
 - 2. Is the amount of work \$50,000 or over: Yes X No ___
- E. ELECTRICAL: Name- Precision Electrical Contractors, LLC
 - 1. License No. 0338930318
 - 2. Is the amount of work \$50,000 or over: Yes X No ___
- F. ROOFING & SHEETMETAL: Name- Bailey Contractors Inc.
 - 1. License No. 0180240418
 - 2. Is the amount of work \$50,000 or over: Yes X No ___

1.12 BID FORM SIGNATURE(S)

- A. Company Name: BAILEY CONTRACTORS INC
- B. Signature: K. Bailey
- C. Printed Name: KEVIN BAILEY
- D. Title: PRESIDENT
- E. Business Address: 2307 CONGRESS COVE
- F. Contractor's License No. 0180240418
- G. Seal if bid is by a corporation.

END OF BID FROM



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that **Bailey Contractors, Inc., 2307 Congress Cove, Jonesboro, AR 72401**

as Principal, hereinafter called the Principal, and **SureTec Insurance Company**

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

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

as Obligee, hereinafter called the Obligee, 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 **Joe Mack Campbell Park (JMCP) Shop Building.**

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 **9th** day of **January**, **2018**.



(Witness)



Jan Melton
(Witness)

Bailey Contractors, Inc.


(Principal) (Seal)
President

(Title)

SureTec Insurance Company


(Surety) (Seal)
Richard H. Whitley, Attorney-in-fact
(Title)

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Seth Allison

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2018 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 7th day of July, A.D. 2017.

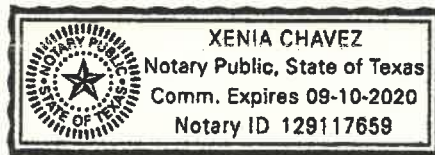
SURETEC INSURANCE COMPANY

By: [Signature]
John Knox Jr., President



State of Texas ss:
County of Harris

On this 7th day of July, A.D. 2017 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]
Xenia Chavez, Notary Public
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 9th day of January 2018, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

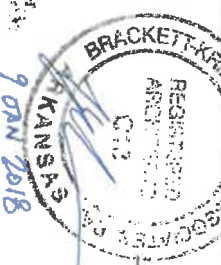


BRACKETT-KRAMER ARCHITECTS
 100 E. Washington Ave, Ste D, Jonesboro, Arkansas 72401
 Phone: 870-932-4971 | Fax: 870-932-4975

BID TABULATION

Date: **January 9, 2018** 2:00 p.m.
 Project: **JMPC Shop Building**
City of Jonesboro
Jonesboro, Arkansas

Contractor Name	Contractor's License	Seals Undercut	Bid Security	Absence Received	Base Bid	Completion Time	Deductive Alternatives	Subcontractors
AWT Constructors LLC 2629 Highway 91 W Jonesboro, AR 72404-8292	0369810518	\$18.00	5%	#1 - Yes	\$849,000.00	200 days	#1 - \$70,400.00 #2 - \$3,800.00	Mechanical: Control: 0011640118 Plumbing: DCI: 0038940618 Electrical: Stewart Electric: 018820417
Balley Contractors 2307 Congress Cove Jonesboro, AR 72401	0180240418	\$18.50	5%	#1 - Yes	\$724,800.00	200 days	#1 - \$57,650.00 #2 - \$2,000.00	Roofing/Sheetmetal: AWT Constructors, LLC: 0369810518 Mechanical: RGB Steel Metal: 0006217118 Plumbing: Gulley Plumbing & Construction, LLC: 0165280418 Electrical: Precision Electrical Contractors, LLC: 0338930318 Roofing/Sheetmetal: Balley Contractors, Inc: 0180240418
Baldwin & Shell Construction Company 110 Gee Street Jonesboro, AR 72401								No Bid Submitted
Dennis Allen Construction 900 N. Lockart St Blytheville, AR 72315	0018970418	\$17.50	5%	#1 - Yes	\$949,800.00	200 days	#1 - \$68,000.00 #2 - \$3,950.00	Mechanical: Control: 0011640118 Plumbing: BKB Plumbing: 0028940418 Electrical: Stewart Electric: 018820417
Frank A Rogers and Company 1717 AR-367 Newport, AR 72112	0014540218	\$15.50	5%	#1 - Yes	\$788,200.00	200 days	#1 - \$68,000.00 #2 - \$1,748.00	Roofing/Sheetmetal: Dennis Allen Construction Co., Inc.: 0019970418 Mechanical: Control: 0011640118 Plumbing: BKB Plumbing: 0028940418 Electrical: East Arkansas Electric: 0242280418
Hydra Incorporated 208 N Beech St North Little Rock, AR 72114	0017910318	\$15.00	5%	#1 - Yes	\$920,000.00	200 days	#1 - \$52,000.00 #2 - \$650.00	Roofing/Sheetmetal: Frank A. Rogers & Co., Inc.: 0014540218 Mechanical: RGB Steel Metal: 0009821218 Plumbing: Dale Contractors: 0038940618 Electrical: East Arkansas Electric: 0242280418 Roofing/Sheetmetal: Hydra: 0017910318
KEG Construction, LLC 1500 N Roodingchair Rd Paragould, AR 72450	0190240318	\$15.00	5%	#1 - Yes	\$881,800.00	200 days	#1 - \$49,160.00 #2 - \$2,100.00	Mechanical: D&L Inc: 0014860418 Plumbing: DCI: 00389406188940618 Electrical: Edger Electric: 0344620318
Tate General Contractors 115 Woody Lane Jonesboro, AR 72401	0027560418	\$15.25	5%	#1 - Yes	\$815,900.00	200 days	#1 - \$53,800.00 #2 - \$1,500.00	Roofing/Sheetmetal: Architectural Roofing & Const: 03389410218 Mechanical: Control: 0011640118 Plumbing: BKB Plumbing: 0028940418 Electrical: Speakes Electric: 0369270519
Trient Builders 2704 Phillips Dr # E Jonesboro, AR 72401								Roofing/Sheetmetal: Tate General Contractors, Inc.: 0027560418
Wagner General Contractors, Inc 600 W Raze Ave Searcy, AR 72143	0165491018	\$20.00	5%	#1 - Yes	\$927,774.00	200 days	#1 - \$52,000.00 #2 - \$1,748.00	Mechanical: Control: 0011640118 Plumbing: BKB Plumbing: 0028940418 Electrical: East Arkansas Electric: 0242280418 Roofing/Sheetmetal: Wagner General: 0165491018



Kyle Cook, AIA