

BID ATTENDANCE

Project: Renovations to Jets Department  
City of Jonesboro

Jim Maddox, ARCHITECT, Inc.  
402 S. Main Street  
Jonesboro, Arkansas 72401

Date: June 4, 2008

Time: 2:00 P.M. CST

Place: 515 West Washington, Jonesboro AR

NAME	BUSINESS
Andrea Tato	Jim Maddox Arch
Jim Maddox	Jim Maddox Arch
KEVIN BAILEY	BAILEY GENERAL CONTRACTORS
Richard Belk	Belk Const
Brady Belk	Belk Const.
Kylie Meade	KMC
HEATHER POWERS	OLYMPUS CONSTRUCTION
ROB HESTER	STONEBRIDGE CONST.
KEITH INGRAM	STONEBRIDGE CONST
STEVE KENT	COJ
JOEL GARNER	COJ
Cindy Smith	COJ
Michael Black	JETS

**BID TABULATION**

Project: Renovations to Jets Dept.  
 City of Jonesboro  
 110 Gee Street  
 Jonesboro, AR 72401

Jim Maddox, Architect, Inc.  
 402 South Main Street  
 Jonesboro, AR 72401

Date: June 4, 2008 Time: 02:00 PM CST Place: 515 West Washington Ave. Jonesboro, AR 72401

**CONTRACTOR**  
 Bailey General Contractors, Inc.  
 P.O. Box 1757  
 Jonesboro, AR 72403  
 Subcontractor's Listed

<input checked="" type="checkbox"/>	<b>BOND</b>	<b>TIME</b>	<b>BASE PROPOSAL</b>	<b>ADDENDUM # 1</b>
		<u>90</u>	<u>104,500.00</u>	<input checked="" type="checkbox"/>
	Electrical		<u>G+G</u>	
	Plumbing			
	Mechanical		<u>G+G</u>	
	Roofing/Sheetmetal		<u>Control Heating + Cooling</u>	

**CONTRACTOR**  
 Belk Construction  
 P.O. Box 127  
 Brookland, AR 72417  
 Subcontractor's Listed

<input checked="" type="checkbox"/>	<b>BOND</b>	<b>TIME</b>	<b>BASE PROPOSAL</b>	<b>ADDENDUM # 1</b>
		<u>65</u>	<u>101,749.00</u>	<input checked="" type="checkbox"/>
	Electrical		<u>Good Attn Electric</u>	
	Plumbing		<u>Damon Cooper</u>	
	Mechanical			
	Roofing/Sheetmetal		<u>Heins Heating + Air</u>	

**CONTRACTOR**  
 Ramey Druyn  
 100 E. Matthews  
 Jonesboro, AR 72401  
 Subcontractor's Listed

<input checked="" type="checkbox"/>	<b>BOND</b>	<b>TIME</b>	<b>BASE PROPOSAL</b>	<b>ADDENDUM # 1</b>
	Electrical			
	Plumbing			
	Mechanical			
	Roofing/Sheetmetal			

**BOND** **TIME** **BASE PROPOSAL** **ADDENDUM # 1**

Electrical \_\_\_\_\_

Plumbing \_\_\_\_\_

Mechanical \_\_\_\_\_

Roofing/Sheetmetal \_\_\_\_\_

**CONTRACTOR**

~~G & S Electric  
1112 W. Unity Road  
Paragou, AR 72450  
Subcontractor's Listed~~

**BOND**

**TIME**

**BASE PROPOSAL**

**ADDENDUM # 1**

Electrical

Plumbing

Mechanical

Roofing/ Sheetmetal

**CONTRACTOR**

~~HP Development, Inc.  
2717 E. Nettleton Suite C  
Jonesboro, AR 72401  
Subcontractor's Listed~~

**BOND**

**TIME**

**BASE PROPOSAL**

**ADDENDUM # 1**

Electrical

Plumbing

Mechanical

Roofing/ Sheetmetal

**CONTRACTOR**

KMC General Contractors  
P.O. Box 2187  
Jonesboro, AR 72401  
Subcontractor's Listed

**BOND**

**TIME**

**BASE PROPOSAL**

**ADDENDUM # 1**

Electrical

Plumbing

Mechanical

Roofing/ Sheetmetal

85

92,000.00

G4G

G4G

RGB Sheetmetal

**CONTRACTOR**

Olympus Construction  
2506 W Washington  
Jonesboro, AR 72401

Subcontractor's Listed

**BOND** ✓

**TIME**

60

**BASE PROPOSAL**

97,000.00

**ADDENDUM # 1** ✓

CAE-Elect.

Electrical

Plumbing

Mechanical

Roofing/ Sheetmetal

Control Heating  
Olympus

**CONTRACTOR**

Stone Bridge Construction, LLC  
P.O. Box 16787  
Jonesboro, AR 72403

Subcontractor's Listed

**BOND** ✓

**TIME**

90

**BASE PROPOSAL**

78,450.00

**ADDENDUM # 1** ✓

Electrical  
Plumbing  
Mechanical  
Roofing/ Sheetmetal

Gully  
Gully  
Finishing  
Stone bridge

SECTION B1 - BID FORM

BID FOR LUMP SUM CONTRACT

DATE 6-4-08

Proposal of STONEBRIDGE CONSTRUCTION, LLC  
(hereinafter called "Bidder") organized and existing under the laws of the State of ARKANSAS

doing business as STONEBRIDGE CONSTRUCTION, LLC \*

To: Mr. Steve Kent, Purchasing Agent  
City of Jonesboro, AR 72401

Gentlemen:

The bidder, in compliance with invitation for bids for:

Renovations to Jets Department  
City of Jonesboro, AR 72401  
110 Gee Street  
Jonesboro, AR 72401

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred, in performing the work required under the contract documents, of which this proposal is a part.

**Suspension and Debarment**

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

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

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

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

**Civil Rights**

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate

against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

### Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 10%. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Jonesboro deems appropriate.

Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The contractor must promptly notify the City of Jonesboro, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Jonesboro.

Bidder hereby agrees to commence work under the contract on or before date to be specified in written

"Notice to Proceed" of the Owner

Bidder acknowledges receipt of the following addenda:

ADDENDA #1 6-2-08

**BASE PROPOSAL "A"**

Bidder agrees to perform all of the General Construction work including as shown on the drawings and as specified for the sum of:

SEVENTY-EIGHT THOUSAND FOUR HUNDRED FIFTY dollars(\$ 78,450<sup>00</sup>)

Bidder agrees to fully complete the project in NINETY (90) consecutive calendar days.

**SUBCONTRACTORS**

1. Bidder hereby agrees that if awarded contract for this project that:  
NIGHTINGALE MECHANICAL / GULLEY PLUMBING & CONSTRUCTION  
will be awarded subcontract for mechanical work.\*

2. Bidder hereby agrees that if awarded contract for this project that:  
GULLEY PLUMBING & CONSTRUCTION  
will be awarded subcontract for electrical work.\*

3. Bidder hereby agrees that if awarded contract for this project that:

STONE BRIDGE CONSTRUCTION

will be awarded subcontract for sheet metal work.\*

4. Sealed envelope is enclosed herewith listing the names of above subcontractors and the amounts of their bids which shall not be opened except as provided by Act 159 of 1947, as amended by Act 183 of 1957, Arkansas Statutes.

**CONDITIONS**

1. Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

2. The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the actual date of the opening of bids.

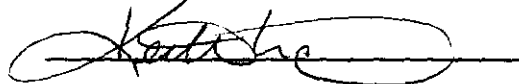
3. Upon receipt of written notice of acceptance of his bid, bidder will execute formal contract within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions.

4. The bid security attached in the sum of:

FIVE PERCENT dollars (\$ 5% )

is to become the property of the Owner in the event the contract and bond are not executed within the time set forth above, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully Submitted:



STONE BRIDGE CONSTRUCTION\*

0159200808

Contractor's License Number

(Seal if bid is  
by a Corporation)

\* Insert individual, partnership, or corporation as applicable.



# U.S. Specialty Insurance Company

## BID BOND

Bond No. 06032008

KNOW ALL MEN BY THESE PRESENTS, that we, StoneBridge Construction, LLC as Principal (hereinafter called the "Principal"), and U.S. Specialty Insurance Company (hereinafter called the "Surety"), are held and firmly bound unto City of Jonesboro, as Obligee, (hereinafter called the "Obligee"), in the sum of 5% MAB of the amount of the bid described below but not to exceed Five Percent of Maximum Amount Bid for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns firmly by these presents.

WHEREAS, the Principal has submitted a bid to Obligee for Renovations to JETS Department, Jonesboro, AR.

NOW, THEREFORE, If the contract be timely awarded to the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid or, in the event of the failure of the Principal to enter into such a contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and the next low bid received by the Obligee for the work covered by Principal's bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 3<sup>rd</sup> day of June, 2008

StoneBridge Construction, LLC

Principal

By 

Title MEMBER

U. S. Specialty Insurance Company

By 

Gail A. Barraza  
Attorney-in-Fact

**POWER OF ATTORNEY**

(To be used with bonds issued on behalf of U.S. SPECIALTY INSURANCE COMPANY)

Know All Men by These Presents That, U.S. SPECIALTY 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

Mason T. Grashot, Gail A. Barraza or Ami L. Ashmore of Little Rock, Arkansas

its true and lawful Attorney(s)-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 riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*One Million\*\*\*\*\* Dollars (\$ \*\*\*\*1,000,000.00\*\*\*\*) and to bind the Company thereby as fully and to the same extent as if such bonds 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 is made under and by authority of the following resolutions of the Board of Directors of the U. S. Specialty 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 on 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 by unanimous written consent in lieu of meeting on July 7, 2003.)

In Witness Whereof, U. S. SPECIALTY INSURANCE COMPANY has caused these presents to be signed by its Senior Vice President, and its corporate seal to be hereto affixed this 5th day of April, 2004.

Corporate Seal



U.S. SPECIALTY INSURANCE COMPANY

By

*Robert F. Thomas*

Robert F. Thomas, Senior Vice President

State of California

County of Los Angeles ss:

On this 5th day of April, 2004 before me personally came Robert F. Thomas, to me known, who, being by me duly sworn, did depose and say, that he resides in Los Angeles, California, that he is Senior Vice President of U.S. SPECIALTY 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 the Company; and that he signed his name thereto by like order.

Notary Seal



*Deborah Reese*, Notary Public  
My commission expires March 18, 2007

I, Jeannie Kim, Assistant Secretary of U. S. SPECIALTY 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; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Los Angeles, California this 3 day of June, 2008

Corporate Seal



*Jeannie Kim*

Jeannie Kim, Assistant Secretary

Bond No. 6032008

Agency No. #0217

SUB CONTRACTORS

SECTION B1 - BID FORM

BID FOR LUMP SUM CONTRACT

DATE 6-4-08

Proposal of Bailey General Contractors, LLC.  
(hereinafter called "Bidder") organized and existing under the laws of the State of ARKANSAS.

doing business as A CORPORATION

To: Mr. Steve Kent, Purchasing Agent  
City of Jonesboro, AR 72401

Gentlemen:

The bidder, in compliance with invitation for bids for:  
Renovations to Jets Department  
City of Jonesboro, AR 72401  
110 Gee Street  
Jonesboro, AR 72401

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred, in performing the work required under the contract documents, of which this proposal is a part.

**Suspension and Debarment**

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

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

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

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

**Civil Rights**

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate

against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

### Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 10%. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Jonesboro deems appropriate.

Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The contractor must promptly notify the City of Jonesboro, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Jonesboro.

Bidder hereby agrees to commence work under the contract on or before date to be specified in written

"Notice to Proceed" of the Owner

Bidder acknowledges receipt of the following addenda:

Adden # 1 6-2-08

**BASE PROPOSAL "A"**

Bidder agrees to perform all of the **General Construction** work including as shown on the drawings and as specified for the sum of:

ONE HUNDRED FOUR THOUSAND FIVE HUNDRED dollars (\$ 104,500.00)

Bidder agrees to fully complete the project in NINETY DAYS (90  
) consecutive calendar days.

**SUBCONTRACTORS**

1. Bidder hereby agrees that if awarded contract for this project that:  
G/G Electric Inc. LIS # 0000690708  
will be awarded subcontract for mechanical work.\*

2. Bidder hereby agrees that if awarded contract for this project that:  
G/G Electric Inc. LIS # 0000690708  
will be awarded subcontract for electrical work.\*

3. Bidder hereby agrees that if awarded contract for this project that:  
Control Heating & Cooling HS# 0011640109  
 will be awarded subcontract for sheet metal work.\*
4. Sealed envelope is enclosed herewith listing the names of above subcontractors and the amounts of their bids which shall not be opened except as provided by Act 159 of 1947, as amended by Act 183 of 1957, Arkansas Statutes.

**CONDITIONS**

1. Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.
2. The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the actual date of the opening of bids.
3. Upon receipt of written notice of acceptance of his bid, bidder will execute formal contract within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions.
4. The bid security attached in the sum of:

FIVE PERCENT OF BID dollars (\$ 5% / 10 )  
 is to become the property of the Owner in the event the contract and bond are not executed within the time set forth above, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully Submitted:

K. Bailey  
PRESIDENT \*

0180240409  
 Contractor's License Number

(Seal if bid is by a Corporation)

\* Insert individual, partnership, or corporation as applicable.



AIA Document A310

# Bid Bond

**KNOW ALL MEN BY THESE PRESENTS, that Bailey General Contractors LLC**

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

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

as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Jonesboro, 515 W. Washington, Jonesboro, AR 72402**

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 **Jets System Building remodel at 1101 Gee Street, Jonesboro, AR**

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

Signed and sealed this **4th** day of **June**, **2008**.

Lara Bailey  
(Witness)

**Bailey General Contractors, LLC**

[Signature] (Principal) (Seal)

President (Title)

Joni A Mason  
(Witness)  
Joni A. Mason

**Travelers Casualty & Surety Company of America**

[Signature] (Surety) (Seal)

[Signature] (Title)

**Richard H Whitley, Attorney-in-fact**





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 219375

Certificate No. 002080329

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Richard H. Whitley, Michael A. McDaniel, and Marcia L. Coates

of the City of Memphis, State of Tennessee, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of December 2007

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 3rd day of December 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of June, 2008.

  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of June, 2008.

  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

## **BID FOR LUMP SUM CONTRACT**

**June 4, 2008**

Proposal of **Richard E. Belk** organized and existing under the laws of the  
State of **Arkansas**, doing business **Belk Construction, Inc.**

**To: Mr. Steve Kent, Purchasing Agent**  
**City of Jonesboro, AR 72401**

### **Gentlemen:**

**Belk Construction, Inc., in compliance with invitation for bids for:**

**Renovations to Jets Department**

**City of Jonesboro**

**110 Gee Street**

**Jonesboro, AR 72401**

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred, in performing the work required under the contract documents, of which this proposal is a part.

### **Suspension and Debarment**

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

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

By signing and submitting its bid or proposal, Belk Construction certifies as follows: The certification in this clause is a material representation of fact relied upon by The City of Jonesboro. If it is later determined that Belk Construction, Inc. knowingly rendered an erroneous certification, in addition to remedies available to The City of Jonesboro, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Belk Construction, Inc. agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and through out the period of any contract that may as rise from this offer. Belk Construction, Inc. agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **Civil Rights**

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C.2000d , Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, Belk Construction, Inc. agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Belk Construction agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, Belk Construction, Inc. agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, " 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Belk Construction agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Belk Construction agrees to comply with any implementing requirements FTA may issue.

(b) **Age**- In accordance with section 4 of the Age Discrimination Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal transit law at 49 U.S.C. 5332, Belk Construction, Inc. agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Belk Construction, Inc. agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C 12112, Belk Construction agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, "29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Belk Construction, Inc. agrees to comply with any implementing requirements FTA may issue.

(3) Belk Construction, Inc. also agrees to include these requirements in each subcontract financed in whole or part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**Disadvantaged Business Enterprises**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantage Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 10%. A separate contract goal has not been established for this procurement.

b. Belk Construction, Inc. shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Belk Construction, Inc. shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Belk Construction, Inc. to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Jonesboro deems appropriate. Each subcontract Belk Construction, Inc. signs with a subcontractor must include the assurance in this paragraph(see 49 CFR 26.13b)

c. Belk Construction must promptly notify the City of Jonesboro, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Belk Construction may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Jonesboro.

Belk Construction, Inc. hereby agrees to commence work under the contract on or before date to be specified in writing.

“Notice to Proceed” of the Owner

Belk Construction, Inc. acknowledges receipt of the following addenda:

**Addendum # 1**

1. Drawings - Sheet 2, Door #8 omit replacement of frame.
2. Revise existing gas piping at service entrance to enter building above ceiling level.
3. Provide cap at bottom of existing flue pipe after removal of existing unit heater.

**BASE PROPOSAL “A”**

Belk Construction, Inc. agrees to perform all of the **General Construction** work including as shown on the drawings and as specified for the sum of:

**One hundred one thousand, seven hundred forty nine &00/100-----dollars\$101, 749.00**

Belk Construction, Inc. agrees to fully complete the project in **sixty five days**  
(   65   ) consecutive calendar days.

**SUBCONTRACTORS**

1. Belk Construction, Inc. hereby agrees that if awarded contract for this project that: **Kevin's Heating & Air** will be awarded subcontract for mechanical work.

2. Belk Construction, Inc. hereby agrees that if awarded contract for this project that: **M & H Electrical** will be awarded subcontract for electrical work.

3. Belk Construction, Inc. hereby agrees that if awarded contract for this project that: **Adams & Cooper Plumbing, Inc.** will be awarded subcontract for plumbing.

4. Sealed envelope is enclosed herewith listing the names of above subcontractors and the amounts of their bids which shall not be opened except as provided by Act 159 of 1947, as amended by Act 183 of 1957, Arkansas Statutes.

**CONDITIONS**

1. Belk Construction, Inc. understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

2. Belk Construction, Inc. agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the actual date of the opening of bids.

3. Upon receipt of written notice of acceptance of this bid, Belk Construction, Inc. will execute formal contract within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions.

4. The bid security attached in the sum of:

**Five thousand eighty seven & 45/100-----dollars \$5,087.45**  
is to become the property of the Owner in the event the contract and bond are not executed within the time set forth above, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully Submitted:

  
\_\_\_\_\_

Lic# 0053890309

# BID BOND

PUBLIC WORK

BOND NUMBER 70522981

KNOW ALL MEN BY THESE PRESENTS,

That we, BELK CONSTRUCTION, INC. hereinafter called the Principal, and WESTERN SURETY COMPANY, a Corporation duly organized under the laws of the State of SOUTH DAKOTA, as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF JONESBORO - ATTN: STEVE KENT, PURCHASING AGENT as Obligee, hereinafter called the Obligee, in the sum of FIVE percent, (5) %, of the amount of the bid, for the payment of which sum well and truly to be made, the said principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for COMMERCIAL RETRO-FIT, AS SPECIFIED

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 such bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 4<sup>TH</sup> day of JUNE, 2008

BELK CONSTRUCTION, INC.,  
(Principal)

By Linda S. Belk, VP/Sec/Treas.

WESTERN SURETY COMPANY,

By Sarah Elizabeth Crowder  
SARAH ELIZABETH CROWDER(Attorney-in-fact)



# POWER OF ATTORNEY

Know All Men by These Presents:

(Irrevocable)

No. SP- 22768916

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired. That Western Surety Company, a corporation, does hereby make, constitute and appoint the following

**THREE** 3 authorized individuals:

AUTHORIZED INDIVIDUALS	AUTHORIZED INDIVIDUALS
<b>BOBBY LEE ROBERTS JR</b> <b>SARAH ELIZABETH CROWDER</b>	<b>RANDY JOE CLAY</b>

in the City of CONWAY, State of ARKANSAS, with limited authority, its true and lawful Attorney(s) in fact with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond:

**BID, PERFORMANCE, AND/OR PAYMENT BOND, IN ADDITION THE RELATED TRANSACTIONS SUCH AS CONSENTS OF SURETY, RIDERS, AND LETTERS OF INTENT, MAINTENANCE AND WARRANTY BONDS, PROVIDING THE BOND PENALTY DOES NOT EXCEED ONE MILLION AND NO/100 DOLLARS (\*\*1,000,000.00).**

\*\*\*\*\*

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of

MARCH 31, 2013, but until such time shall be irrevocable and in full force and effect.

WESTERN SURETY COMPANY further certifies that the following is a true and exact copy of Section 7 of the By-Laws of Western Surety Company, duly adopted and now in force, to-wit: "Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

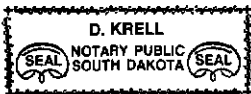
The penal amount of the bond herein described may be increased if there is attached to this Power, written authority so authorizing in the form of an endorsement, letter or telegram signed by the Underwriting Manager, Underwriting Consultant, Underwriting Specialist, Underwriter, President, Vice President, Assistant Vice President, Treasurer, Secretary or Assistant Secretary of Western Surety Company specifically authorizing said increase.

IN WITNESS WHEREOF, Western Surety Company has caused these presents to be executed by its Senior Vice President with its corporate seal affixed this 11th day of December, 2006

STATE OF SOUTH DAKOTA }  
  } ss.  
COUNTY OF MINNEHAHA }

**WESTERN SURETY COMPANY**  
  
By Paul T. Bruffat  
Senior Vice President

On this 11th day of December, in the year 2006, before me, a Notary Public, personally appeared Paul T. Bruffat, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



D. Krell

Notary Public, South Dakota

My Commission Expires November 30, 2012

I, the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that Section 7 of the By-Laws of the company as set forth in the Power of Attorney, is now in force.

In testimony whereof, I have hereunto set my hand and the seal of Western Surety Company this \* 4th day of June, 2008

\*IMPORTANT: This date must be filled in before it is attached to the bond and it must be the same date as the bond.

**WESTERN SURETY COMPANY**  
  
By Paul T. Bruffat  
Senior Vice President

Form 749-12-2006

NOTICE: This border must be BLUE. If it is not BLUE, this is not a certified copy. →

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/04/2008

**PRODUCER** (870)935-5983 FAX (870)935-2644  
 East Arkansas Insurance Agency  
 3711 E. Nettleton Ave  
 P. O. Box 1553  
 Jonesboro, AR 72403

**INSURED** Belk Construction Inc.  
 P.O. Box 127  
 Brookland, AR 72417

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A: Employers Mutual Companies		052
INSURER B: First Comp		
INSURER C:		
INSURER D:		
INSURER E:		

### COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS								
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	306 06 65 08	08/15/2007	08/15/2008	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (EA ACCIDENT) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000								
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC0065163-01	08/15/2007	08/15/2008	<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-FR</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 100,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 100,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 500,000</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-FR	E.L. EACH ACCIDENT	\$ 100,000	E.L. DISEASE - EA EMPLOYEE	\$ 100,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000
WC STATU-TORY LIMITS	OTH-FR													
E.L. EACH ACCIDENT	\$ 100,000													
E.L. DISEASE - EA EMPLOYEE	\$ 100,000													
E.L. DISEASE - POLICY LIMIT	\$ 500,000													
A		<b>OTHER</b> Inland Marine	306 06 65 08	08/15/2007	08/15/2008	Special Form Rented or Lease \$50,000 500 Ded								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

### CERTIFICATE HOLDER

City Of Jonesboro  
 515 West Washington Avenue  
 Jonesboro, AR 72401

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
 Lomer Turney Sr.

# ***Belk Construction, Inc.***

P.O. Box 127

Brookland, AR. 72417-0127

870-972-1539

870-972-6923(FAX #)

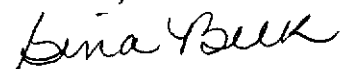
Cont # 0053891008

June 4, 2008

**To: Mr. Steve Kent  
Subcontractors and Bids**

Adams & Cooper Plumbing	\$11,325.00
M & H Electric	\$24,937.00
Kevin's Heating & Air	\$10,250.00

Thanks,



**Gina Belk, VP.  
Sec/Treas.**

**BELK CONSTRUCTION**

P.O. BOX 127  
BROOKLAND, AR 72417-0127  
(870) 972-1539

**PULASKI BANK**

81-7051-2841

6/4/2008

PAY  
TO THE  
ORDER OF

*City of Jonesboro*

\$ \*\*5,087.45

*Five Thousand Eighty-Seven and 45/100\*\*\*\*\**

DOLLARS

*City of Jonesboro  
P.O. Box 1845  
Jonesboro, AR.  
72403-1845*

*Sina Beck*

AUTHORIZED SIGNATURE

MEMO

#2008:14

⑈0 130 15⑈ 1: 284 1705 10⑈ 035500566307⑈

Security features. Details on back.

SECTION B1 - BID FORM

BID FOR LUMP SUM CONTRACT

DATE 6-4-2008

Proposal of KMC General Contractors, LLC  
(hereinafter called "Bidder") organized and existing under the laws of the State of Arkansas

doing business as a Limited Liability Company \*

To: Mr. Steve Kent, Purchasing Agent  
City of Jonesboro, AR 72401

Gentlemen:

The bidder, in compliance with invitation for bids for:

Renovations to Jets Department  
City of Jonesboro, AR 72401  
110 Gee Street  
Jonesboro, AR 72401

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred, in performing the work required under the contract documents, of which this proposal is a part.

**Suspension and Debarment**

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

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

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

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

**Civil Rights**

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate

3. Bidder hereby agrees that if awarded contract for this project that:

RGB SHEET METAL #0009621208  
will be awarded subcontract for sheet metal work.\*

4. Sealed envelope is enclosed herewith listing the names of above subcontractors and the amounts of their bids which shall not be opened except as provided by Act 159 of 1947, as amended by Act 183 of 1957, Arkansas Statutes.

**CONDITIONS**

1. Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

2. The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the actual date of the opening of bids.

3. Upon receipt of written notice of acceptance of his bid, bidder will execute formal contract within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions.

4. The bid security attached in the sum of:

Four Thousand Six Hundred Five Dollars <sup>65/xx</sup> (\$4,605.65)

is to become the property of the Owner in the event the contract and bond are not executed within the time set forth above, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully Submitted:

KMC General Contractors, LLC

(Seal if bid is  
by a Corporation)

D. Keckmer Controlling Member

#0025550409

Contractor's License Number

\* Insert individual, partnership, or corporation as applicable.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we KMC General Contractors, LLC, PO Box 2187, Jonesboro AR 72402-2187

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America a corporation duly organized under the laws of the State of Connecticut

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Jonesboro, 515 W. Washington, Jonesboro, AR 72402

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 Jets System Building remodel at 110 Gee Street, Jonesboro, AR

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

Signed and sealed this 4th day of June, 2008.

[Signature] (Witness)

KMC General Contractors, LLC
[Signature] (Principal) (Seal)
Controlling Member (Title)

Joni Mason (Witness)
Joni Mason

Travelers Casualty and Surety Company of America
[Signature] (Surety) (Seal)
Michael A. McDaniel, Attorney-in-fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 219375

Certificate No. 002080323

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Richard H. Whitley, Michael A. McDaniel, and Marcia L. Coates

of the City of Memphis, State of Tennessee, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of December 2007

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 3rd day of December 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public





GENERAL CONTRACTORS LLC

2003 Industrial Drive

P.O. Box 2187

Jonesboro, AR 72402-2187

SUBCONTRACTORS

SECTION B1 - BID FORM

BID FOR LUMP SUM CONTRACT

DATE 6-4-08

Proposal of Olympus Construction, Inc.  
(hereinafter called "Bidder") organized and existing under the laws of the State of Arkansas

doing business as Olympus Construction, Inc.

To: Mr. Steve Kent, Purchasing Agent  
City of Jonesboro, AR 72401

Gentlemen:

The bidder, in compliance with invitation for bids for:  
Renovations to Jets Department  
City of Jonesboro, AR 72401  
110 Gee Street  
Jonesboro, AR 72401

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred, in performing the work required under the contract documents, of which this proposal is a part.

**Suspension and Debarment**

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

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

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

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

**Civil Rights**

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate

against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

### Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 10%. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Jonesboro deems appropriate.

Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The contractor must promptly notify the City of Jonesboro, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Jonesboro.

Bidder hereby agrees to commence work under the contract on or before date to be specified in written

"Notice to Proceed" of the Owner

Bidder acknowledges receipt of the following addenda:

#1 (6-2-08)  
\_\_\_\_\_

**BASE PROPOSAL "A"**

Bidder agrees to perform all of the General Construction work including as shown on the drawings and as specified for the sum of:

Ninty Seven Thousand 2,00/100 \_\_\_\_\_ dollars (\$ 97,000.00)

Bidder agrees to fully complete the project in 60 days (\_\_\_\_\_) consecutive calendar days.

**SUBCONTRACTORS**

1. Bidder hereby agrees that if awarded contract for this project that:  
Control Heating & Cooling  
\_\_\_\_\_ will be awarded subcontract for mechanical work.\*

2. Bidder hereby agrees that if awarded contract for this project that:  
GEG Electric Inc.  
\_\_\_\_\_ will be awarded subcontract for electrical work.\*

3. Bidder hereby agrees that if awarded contract for this project that:

Olympic Construction

will be awarded subcontract for sheet metal work.\*

4. Sealed envelope is enclosed herewith listing the names of above subcontractors and the amounts of their bids which shall not be opened except as provided by Act 159 of 1947, as amended by Act 183 of 1957, Arkansas Statutes.

**CONDITIONS**

- 1. Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.
- 2. The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the actual date of the opening of bids.
- 3. Upon receipt of written notice of acceptance of his bid, bidder will execute formal contract within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions.
- 4. The bid security attached in the sum of:

5% of total amount bid dollars (\$ ← )  
 is to become the property of the Owner in the event the contract and bond are not executed within the time set forth above, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully Submitted:

Olympic Construction, Inc.\*

0013400109

Contractor's License Number

(Seal if bid is  
by a Corporation)

\* Insert individual, partnership, or corporation as applicable.



AIA Document A310

# Bid Bond

**KNOW ALL MEN BY THESE PRESENTS, that Olympus Construction, Inc. P.O. Box 1674, Jonesboro AR 72403**

as Principal, hereinafter called the Principal, and **Travelers Casualty and Surety Company of America**  
a corporation duly organized under the laws of the State of **Connecticut**

as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Jonesboro, 515 West Washington Avenue, 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.

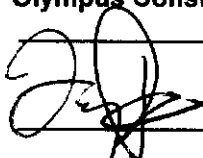
WHEREAS, the Principal has submitted a bid for **Renovations to Jets Department, City of Jonesboro, 110 Gee Street, Jonesboro, Arkansas 72401**

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

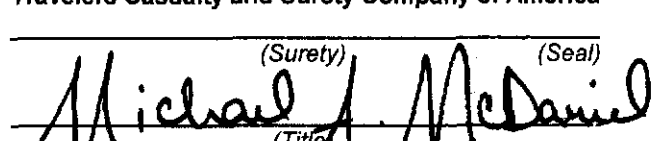
Signed and sealed this **4th** day of **June**, **2008**.


  
(Witness)

**Olympus Construction, Inc.**

{  \_\_\_\_\_ (Principal) (Seal)  
**President**  
(Title)

**Travelers Casualty and Surety Company of America**

{ \_\_\_\_\_ (Surety) (Seal)  
  
(Title)  
**Michael A. McDaniel, Attorney-in-fact**

  
(Witness)  
**Joni Mason**



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 219375

Certificate No. 002080337

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Richard H. Whitley, Michael A. McDaniel, and Marcia L. Coates

of the City of Memphis, State of Tennessee, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of December 2007

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 3rd day of December 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of June, 2008

  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.





**Subcontractors Names & Bid Amounts**

P.O. Box 1674  
Jonesboro, AR 72403