



Standard Form of Agreement Between Owner and Contractor *where the basis of payment is a STIPULATED SUM*

AIA Document A101-1997 1997 Edition – Electronic Format

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AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

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AGREEMENT made as of the **10th** day of **March** in the year of **Two Thousand Eight (2008)**
(In words, indicate day, month and year)

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

City of Jonesboro
515 West Washington
Jonesboro, Arkansas 72401

and the Contractor:
(Name, address and other information)

Jetton's Electric, Inc.
dba Jetton General Contracting
2407-5 Linwood Drive
Paragould, Arkansas 72450

The Project is:
(Name and location)

New Bathhouse Facility
Craighead Forest Park
Jonesboro Parks and Recreation
Jonesboro, Arkansas

The Architect is:
(Name, address and other information)

Brackett-Krennerich Architects
100 E. Huntington, Suite D
Post Office Box 1655
Jonesboro, Arkansas 72403-1655

The Owner and Contractor agree as follows.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

Date of commencement to be fixed in "Notice to Proceed".

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

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

3.3 The Contractor shall achieve Substantial Completion of the entire Work no later than **One Hundred Twenty (120)** days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement, Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

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

(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **Two Hundred Forty Four Thousand Nine Hundred Twelve and No/100 Dollars (\$244,912.00)** subject to additions and deductions as provided in the Contract Documents.

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

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Original Bid Amount.....\$254,598.00

Negotiated Changes:

- **Grade BC plywood ceilings (interior and exterior) in lieu of pine siding ceilings specified Deduct (\$1,500.00)**
- **Omit skylights Deduct (\$2,000.00)**
- **Stamped or stained concrete floor in lieu of epoxy flooring specified Deduct (\$4,000.00)**
- **Revise plumbing fixtures per the attached Exhibit 'A' Deduct (\$2,186.00)**

Total Negotiated Changes Deduct (\$9,686.00)

Contract Amount.....\$244,912.00

4.3 Unit prices, if any, are as follows:

Not Applicable.

ARTICLE 5 PAYMENTS

5.1 PROGRESS PAYMENTS

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

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

5.1.3 Provided that an Application for Payment is received by the Architect not later than the **25th** day of a month, the Owner shall make payment to the Contractor not later than the **10th** day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than **17** days after the Architect receives the Application for Payment.

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

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

5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of **ten percent (10%)**. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of **zero percent (0%); no retainage held on materials delivered and stored.**
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

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

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (*Subparagraph 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.*)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-1997.

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

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Clauses 5.1.6.1 and 5A.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

When project reaches fifty percent (50%) complete, one hundred percent (100%) of the value of the work in place will be paid to the contractor by the owner in monthly installments as work progresses in proportion to the amount of work executed during the monthly period less previous payments. No additional retainage will be held past the fifty percent (50%) completion stage.

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

5.2 FINAL PAYMENT

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

ARTICLE 6 TERMINATION OR SUSPENSION

- 6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.
- 6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 The Owner's representative is:
(Name, address and other information)

Jason Wilkie, Director
Jonesboro Parks and Recreation
1212 S. Church Street
Jonesboro, Arkansas 72401
(870) 933-4604

7.4 The Contractor's representative is:
(Name, address and other information)

Kendall Jetton
or
Danny Jernigan, Project Manager
Jetton General Contracting
2407-5 Linwood Drive
Paragould, Arkansas 72450
(870) 240-8008

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

7.6 Other provisions:

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A201-1997.

8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

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8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated **October 10, 2007**, and are as follows:

Document	Title	Pages
	<u>Specifications entitled "New Bathhouse Facility, Craighead Forest Park, Jonesboro Parks and Recreation, Jonesboro, Arkansas", and bearing the architect's commission number 10907.</u>	

8.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1-3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
	<u>Specifications entitled "New Bathhouse Facility, Craighead Forest Park, Jonesboro Parks and Recreation, Jonesboro, Arkansas", and bearing the architect's commission number 10907.</u>	

See attached Exhibit 'B'.

8.1.5 The Drawings are as follows, and are dated **October 10, 2007** unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Pages
	<u>Drawings entitled "New Bathhouse Facility, Craighead Forest Park, Jonesboro Parks and Recreation, Jonesboro, Arkansas", and bearing the architect's commission number 10907.</u>	

See attached Exhibit 'C'.

8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
<u>One (1)</u>	<u>February 14, 2008</u>	<u>Three (3)</u>

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

1. **Exhibit 'A' - Negotiated Changes**
2. **Exhibit 'B' - Enumeration of Contract Documents - Specifications**
3. **Exhibit 'C' - Enumeration of Contract Documents - Drawings**
4. **Contractor's Bid**
5. **Certified Bid Tabulation**
6. **Payment and Performance Bond**
7. **Certificates of Insurance**
8. **Statement of Intent to Pay Prevailing Wages**
9. **Contractor's Affidavit of Payment of Debts and Claims**
10. **Contractor's Release of Liens**
11. **Consent of Surety to Final Payment**

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

Jetton General Contracting


CONTRACTOR (Signature)

Kendall Jetton, President

(Printed name and title)

Exhibit 'A'

GENERAL CONTRACTING

1615 CARROLL RD.
PARAGOULD, AR 72450
PHONE : 870-240-8008
FAX : 870-240-8508
kenjet@gmco.net

February 28, 2008

Jerry Brackett, AIA
Brackett-Krennerich & Associates PA Architects
100 E. Huntington Ave.
Jonesboro, AR 72401

RE: Craighead Forrest Bathhouse Project

Dear Jerry:

Per your request, the following is the plans and specifications to cut costs to meet the budget on the above named project:

1. B. C. plywood ceilings (interior and exterior) to replace pine siding ceilings speced. Cost reduction - \$1,500.00
2. Eliminate skylights (6). Cost reduction - \$2,000.00
3. Stamped or stained concrete floor to replace epoxy floor. Cost reduction - \$4,000.00
4. Changes in plumbing material speced. Cost reduction - \$2,186.00. Items attached.
5. Possible other changes if necessary.

Respectfully,


Danny Jernigan
Project Manager

Dj/cj

★ SINCE 1974 ★

Exhibit 'A'
QUOTATION ONLY

FROM: MID-SOUTH PLUMBING SUPPLY, INC
 2600 E. Highland Dr. - Jonesboro, AR 72401
 Telephone: (870) 932-8329

02/22/08
 Date: 02/14/08

PAGE 1 OF 4

VALUE ENGINEER

Job Name: NEW BATH HOUSE
 Location: CRAIGHEAD FOREST PARK
 Bid Date:
 Architect:
 Engineer:

TO: RGB MECHANICAL CONTR.
 Attention: GREG BRASHER

We are pleased to submit the following quotation F.O.B. _____

All delivery dates are from date order received; stock items subject to prior sale. Prices are subject to change without notice, and errors are subject to correction.

Prices Firm: 60 DAYS

Quantity	Description	Deduct
3	P1 WATER CLOSET, FLUSH VALVE	
	KOHLER K-4350 WHITE BOWL	
	SLOAN 111-1.6 REGAL FLUSH VALVE	
	BENEKE 533 WHITE SEAT	\$25.00 EA
	CHANGE FLUSH VALVE TO REGAL	
2	P2 WATER CLOSET, FLUSH VALVE, ADA	
	KOHLER K-4368 WHITE BOWL	
	SLOAN 111-1.6 REGAL FLUSH VALVE	
	BENEKE 533 WHITE SEAT	\$38.00 EA
	CHANGE FLUSH VALVE TO REGAL. CHANGE BOWL TO STANDARD ADA	
1	P3 URINAL, WALL MOUNTED, FLUSH VALVE	
	KOHLER K-5016-ET WHITE URINAL	
	SLOAN 186-1.0 REGAL FLUSH VALVE	
	CHANGE FLUSH VALVE TO REGAL. DELETE CARRIER -USE WALL BRACKET	\$120.00 EA
	CHANGE URINAL TO STANDARD MODEL	
	P4 LAVATORY, 20" X 17" OVAL, COUNTER MOUNT	
	KOHLER K-2196-4 WHITE COUNTER MOUNTED LAVATORY	
	DELTA 501 SINGLE LEVER FAUCET	
	760 GRID DRAIN	
	507 1-1/4" P-TRAP	
	STOPS AND SUPPLIES	
	NO CHANGE	

Quoted By: RONALD WHEELLESS

Quantity	Description	Price
	P5 LAVATORY, 20" X 17" OVAL, COUNTER MOUNT, ADA	
	KOHLER K-2196-4 WHITE COUNTER MOUNTED LAVATORY	
	DELTA 501 SINGLE LEVER FAUCET	
	760 GRID DRAIN	
	507 1-1/4" P-TRAP	
	STOPS AND SUPPLIES	
	TRUBRO 102 TRAP WRAP KIT	
	NO CHANGE	
	P6 SHOWER	
	DELTA R-10000-UNWS PRESSURE BALANCE ROUGH IN VALVE WITH STOPS	
	DELTA T-13290 SHOWER TRIM	
	NO CHANGE	
	MODEL # SPECED IS DISCONTINUED	
	P7 ADA SHOWER	
	DELTA R-10000-UNWS PRESSURE BALANCE ROUGH IN VALVE WITH STOPS	
	DELTA T-13H153 SHOWER TRIM WITH WALL BAR, HAND SHOWER, HOSE W/ INLINE VACUUM BREAKER AND WALL SUPPLY ELBOW	
	NO CHANGE	
	MODEL # SPECED IS DISCONTINUED	
2	P8 ELECTRIC WATER COOLER	
	ELKAY EZSTL8SC 8 GALLON, BARRIER FREE, SPLIT LEVEL COOLER WITH STANDARD CABINET FINISH	
	P-TRAP	
	STOP	\$60.00 EA
	CHANGE CABINET FINISH TO STANDARD	
	P9 LAUNDRY SINK	
	EL MUSTEE 18F LAUNDRY TUB WITH ANGLE LEGS AND DRAIN	
	DELTA 2121 FAUCET	
	P-TRAP	
	STOPS AND SUPPLIES	
	EL MUSTEE 27.600C OVERFLOW PIPE	
	NO CHANGE	
	P10 WASHER SUPPLY/DRAIN	
	GUY GRAY NWBED200-4 STEEL BOX WITH ONE (1) DUPLEX RECEPTICAL AND ONE (1) 30 AMP 4 WIRE DRYER RECEPTICAL	
	MODEL SPECED DOES NOT HAVE A 4-WIRE DRYER RECEPTICAL, THIS IS REQUIRED BY CODE—I SPEC BOX THAT HAS 4-WIRE RECEPTICAL	
	NO CHANGE	

Quantity	Description	Price
1	P11 MOP BASIN	
	EL MUSTEE 63M FLOOR MONTED MOP SERVICE SINK	
	CHICAGO 897-RCF MOP SINK FAUCET	
	DELTA 28T911 HOSE AND BRACKET	
	CHANGE FAUCET TO STANDARD, DELETE STAINLESS STEEL WALL GUARDS AND DELETE VUNYL BUMPER GUARDS	\$170.00 EA
1	P12 EXTERIOR WALL HYDRANT	
	WOODFORD 67P 3/4" WALL HYDRANT WITH VACUUM BREAKER, HINGED COVER AND LOOSE KEY OPERATION	\$95.00 EA
	USE HYDRANT WITHOUT BOX	
	P13 HOSE BIBB BELOW LAVATORY	
	WOODFORD 26P 1/2" OR 3/4" SILCOCK WITH VACUUM BREAKER	
	NO CHANGE	
	P14 FLOOR DRAIN	
	WADE W-1100 STD6 2", 3", OR 4" CAST IORN FLOOR DRAIN WITH 6" ROUND NIKCLE BRONZE STRAINER AND TRAP PRIMER CONNECTION	
	NO CHANGE	
	TRAP PRIMER	
	PPP PR-500 TRAP PRIMER VALVE	
	NO CHANGE	
	P15 WALL CLEANOUT	
	WADE W-8480R STAINLESS STEEL COVER WITH SCREW	
	NO CHANGE	
	P16 FLOOR CLEANOUT	
	WADE W-6000-1 CAST IRON FLOOR CLEANOUT WITH ROUND NICKEL BRONZE COVER	3" 4"
	NO CHANGE	
	P17 CLEANOUT TO GRADE	
	WADE W-6000-Z CAST IRON CLEANOUT WITH DUCTILE IRON TRACTOR TYPE COVER	4"
	NO CHANGE	
	P18 BACKWATER VALVE	
	MODEL # SPECED HAS BEEN DISCONTINUED	
	IPS BWV4P 4" PVC BACKWATER VALVE	
	SUGGESTION ONLY — IF NEEDED	

Quantity	Description	Price
1	P19 ELECTRIC WATER HEATER (2) HEATERS	
	STATE CSB 120 18 SFE 120 GALLON, 18 KW, 208 VOLT, 1 PHASE HEATER	
	STATE ETC-10X THERMAL EXPANSION TANK	
	LAWLER 801 THERMOSTATIC MIXNING VALVE	
	TACO 009BF-5 ALL BRONZE PUMP WITH FLANGES	
	GRUNDFOS 595444 AQUA STAT	\$1400.00 EA
	ABOVE PRICE IS FOR TWO (2) HEATERS, ONE (1) OF ALL OTHER ITEMS	
	USE HEATERS WITH SURFACE MOUNT THERMOSTATS INSTEAD OF IMMERSION	
	WHA WATER HAMMER ARRESTORS	
	WADE PDI RATED SHOCK STOPS	W-5 (A)
		W-10 (B)
		W-20 (C)
	NO CHANGE	
1	RPZ VALVE	
	WATTS 009QT 2" RPZ VALVE WITH WYE STRAINER AND AIR GAP	\$130.00 EA
	USE 009 RPZ INSTEAD OF 909	

Total plumbing deducts if all are taken: \$2,186.00

EXHIBIT 'B'

**New Bathhouse Facility
Craighead Forest Park
Jonesboro Parks and Recreation
Jonesboro, Arkansas**

Commission No.10907

**Article 8
Enumeration of Contract Documents**

8.1.4 Specifications

Division 00—Procurement and Contracting Requirements:

00 0101	Project Title.....	1 Page
00 0115	List of Drawing Sheets	1 Page
00 1113	Advertisement for Bids	1 Page
00 2100	Instructions to Bidders	9 Pages
00 4100	Bid Form	2 Pages
00 5200	Agreement Form.....	8 Pages
00 6000	Project Forms	9 Pages
00 7200	General Conditions.....	39 Pages
00 7300	Supplementary Conditions	10 Pages

Division 01—General Requirements:

01 1100	Summary of the Work.....	2 Pages
01 2973	Schedule of Values	2 Pages
01 2976	Progress Payment Procedures	2 Pages
01 3113	Coordination	1 Page
01 3119	Project Meetings.....	2 Pages
01 3216	Construction Schedules	1 Page
01 3223	Survey and Layout Data.....	1 Page
01 3323	Submittals	4 Pages
01 4000	Quality Requirements	4 Pages
01 5000	Temporary Facilities and Controls.....	3 Pages
01 5713	Temporary Erosion and Sediment Control.....	7 Pages
01 5719	Environment Protection	2 Pages
01 6000	Product Requirements.....	2 Pages
01 7300	Execution Requirements	2 Pages
01 7329	Cutting and Patching	2 Pages
01 7400	Cleaning	2 Pages
01 7700	Closeout Procedures	1 Page
01 7800	Closeout Submittals	3 Pages
01 7839	Project Record Documents	2 Pages

Division 03—Concrete:

03 3000	Cast-In-Place Concrete	9 Pages
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Division 04—Masonry:

04 0511	Masonry Mortaring and Grouting.....	3 Pages
04 2000	Unit Masonry	5 Pages

Division 05—Metals:

05 5000	Metal Fabrication	3 Pages
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Division 06—Wood, Plastics, and Composites:

06 1000	Rough Carpentry	4 Pages
06 1001	Fasteners and Anchors	2 Pages
06 2000	Finish Carpentry	2 Pages

06 4101	Lavatory Counters	1 Page
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Division 07—Thermal and Moisture Protection:

07 1900	Water Repellents	3 Pages
07 2113	Board Insulation	2 Pages
07 2116	Blanket Insulation	2 Pages
07 2600	Vapor Retarders	2 Pages
07 3113	Asphalt Shingles	3 Pages
07 4623	Wood Siding	1 Page
07 7200	Soffit Vents	1 Page
07 7226	Roof Ventilators	1 Page
07 9005	Joint Sealers	4 Pages

Division 08—Openings:

08 1113	Hollow Metal Doors and Frames	3 Pages
08 4313	Aluminum-Framed Storefronts	5 Pages
08 6200	Unit Skylights	3 Pages
08 7100	Door Hardware	4 Pages
08 8410	Polycarbonate Sheet Glazing	3 Pages
08 9100	Louvers	3 Pages

Division 09—Finishes:

09 6700	Epoxy Flooring	3 Pages
09 9000	Painting and Coating	4 Pages
09 9656	Epoxy Coatings	2 Pages

Division 10—Specialties:

10 1416	Bronze Plaque	1 Page
10 1425	Door and Room Signs	2 Pages
10 1453	Handicapped Signs	1 Page
10 2113.19	Plastic Toilet Compartments	3 Pages
10 2813	Toilet Accessories	4 Pages
10 4400	Fire Protection Specialties	1 Page

Division 22—Plumbing:

22 0200	Plumbing General Requirements	5 Pages
22 0719	Plumbing Piping Insulation	2 Pages
22 1005	Plumbing Piping	4 Pages
22 1006	Plumbing Piping Specialties	2 Pages
22 3000	Plumbing Equipment	1 Page

Division 23—HVAC:

23 0200	HVAC General Requirements	5 Pages
23 0593	Testing, Adjusting and Balancing for HVAC	2 Pages
23 0713	Duct Insulation	2 Pages
23 0719	HVAC Piping Insulation	1 Page
23 2300	Refrigerant Piping	1 Page
23 3100	HVAC Ducts and Casings	1 Page
23 3300	Air Duct Accessories	2 Pages
23 3423	HVAC Power Ventilators	1 Page
23 3700	Air Outlets and Inlets	2 Pages
23 8127	Small Split-System Heating and Cooling	2 Pages

Division 26—Electrical:

26 0200	Electrical General Requirements	5 Pages
26 0519	Low-Voltage Electrical Power Conductors and Cables (600 V and Less)	3 Pages
26 0526	Grounding and Bonding for Electrical Systems	2 Pages
26 0529	Hangers and Supports for Electrical Systems	2 Pages
26 0534	Conduit	4 Pages
26 0537	Boxes	3 Pages
26 0553	Identification for Electrical Systems	1 Page

26 0919.....	Enclosed Contactors	2 Pages
26 2416.....	Panelboards	3 Pages
26 2701.....	Electrical Service Entrance	2 Pages
26 2717.....	Equipment Wiring	2 Pages
26 2726.....	Wiring Devices.....	3 Pages
26 2813.....	Fuses	2 Pages
26 2818.....	Enclosed Switches	2 Pages
26 5100.....	Interior Lighting.....	3 Pages
26 5600.....	Exterior Lighting.....	2 Pages

Division 31—Earthwork:

31 1000.....	Site Clearing	2 Pages
31 2200.....	Grading.....	2 Pages
31 2316.....	Excavation	2 Pages
31 2323.....	Fill	5 Pages
31 3116.....	Termite Control.....	2 Pages

Division 32—Exterior Improvements:

32 1123.....	Aggregate Base Courses	3 Pages
32 1313.....	Concrete Paving.....	5 Pages
32 1726.....	Tactile Warning Surface	1 Page

Division 33—Utilities:

33 3600.....	One Site Septic System	7 Pages
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EXHIBIT 'C'

**New Bathhouse Facility
Craighead Forest Park
Jonesboro Parks and Recreation
Jonesboro, Arkansas**

Commission No.10907

**Article 8
Enumeration of Contract Documents**

8.1.5 Drawings

Title Sheet

CIVIL

C001 Site Plan, Site Plan Specifications
C002 Grading Plan
C003 Erosion Control Plan
C004 Site Details
C005 Site Plan, Site Details

ARCHITECTURAL

A001 Door Schedule, Visual Door Types, Hollow Metal Frame Schedule, Aluminum Frame
Schedule, Louver Schedule, Door Details, Window Details, Louver Detail
A100 Floor Plan, Reflected Ceiling Plan, Finish Schedule
A101 Roof Plan, Roof Details
A200 Exterior Elevations, Building Section, Toilet Elevations, ADA Mounting Heights
A500 Wall Sections, Building Details, Counter Section, Details

STRUCTURAL

S100 Foundation Plan and Roof Framing Plan
S101 Foundation and Framing Details, Structural Notes

MECHANICAL

MPE100 Site Utility Plan
M100 HVAC Plan, Air Device Schedule, HVAC Equipment Schedule, HVAC Details

PLUMBING

P100 Waste and Vent Piping Plan, Supply Piping Plan, Riser Diagrams
P101 Plumbing Fixture Schedule, Plumbing Details

ELECTRICAL

E100 Power and Lighting Plan
E101 Lighting Fixture and Panel Schedules, Electrical Service Diagram

SECTION 00 4100

BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

- A. Owner: Purchasing Dept., City of Jonesboro, 515 W. Washington, Jonesboro, Arkansas 72401

1.02 FOR:

- A. New Bathhouse Facility, Craighead Forest Park, Jonesboro Parks and Recreation

1.03 DATE: 02/20/08 (Bidder to enter date)

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

- A. Bidder's Full Name Jetton's Electric, Inc dba Jetton General Contract
1. Address 2407-5 Linwood Dr
2. City, State, Zip Paragould, AR 72450

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Brackett-Krennerich and Associates, P. A. Architects for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. \$254,598.00
(dollar amount to be shown numerically)
- C. We have included the required security Bid Bond as required by the Instructions to Bidders.

1.06 ACCEPTANCE

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

1.07 CONTRACT TIME

- A. If this Bid is accepted, we will:
- B. Complete the work in 120 consecutive calendar days (bidder to enter number of days).

1.08 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum or price.
1. Addendum # 1 Date: 02/14/08
 2. Addendum # n/a Dated n/a
 3. Addendum # n/a Dated n/a
 4. Addendum # n/a Dated n/a

1.09 LISTING OF MECHANICAL, PLUMBING, ELECTRICAL AND ROOFING WORK

- A. All mechanical, plumbing, electrical and roofing work shall be listed regardless of qualifications, licensures or work amount.
- B. Bidders should consult the project manual on how to fill out this form. Failure to fill out this form correctly shall cause the bid to be declared non-responsive and the bid will not receive consideration.
1. Indicate the Name(s), License Number(s) of each entity performing the listed work and the amount:
- C. MECHANICAL (Indicative of HVACR): Name-Hinson Heating & Air
1. License No. 1406373
 2. Is the amount of work \$20,000 or over: Yes No
- D. PLUMBING: Name-RGB
1. License No.0009621208
 2. Is the amount of work \$20,000 or over: Yes No
- E. ELECTRICAL: Name-Jetton's Electric, Inc dba Jetton General Contr
1. License No. M-2590
 2. Is the amount of work \$20,000 or over: Yes No
- F. ROOFING & SHEETMETAL: Name-Jetton's Electric, Inc dba Jetton GC
1. License No. 0046280408
 2. Is the amount of work \$20,000 or over: Yes No

1.10 BID FORM SIGNATURE(S)

- A. Company Name: Jetton's Electric, Inc dba Jetton General Contract
- B. Signature: *Kendall Jett*
- C. Title: President
- D. Business Address: 2407-5 Linwood Drive, Paragould, AR 72450
- E. Contractor's License No. 0046280408
- F. Seal if bid is by a corporation.

BID BOND

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

KNOW ALL BY THESE PRESENTS, That we, Letton's Electric, Inc

as Principal, hereinafter called the Principal,

and the Western Surety Company

of P.O. Box 8077, Sioux Falls, South Dakota

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

Purchasing Dept., City of Jonesboro, Arkansas as Obligor, hereinafter called the Obligor, in the sum of Five Percent of Amount of Bid

Dollars (\$ 5% of Bid), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

WHEREAS, the Principal has submitted a bid for New Bathroom Facility, Craighard Forest Park Jonesboro Parks and Recreation; Jonesboro, Arkansas

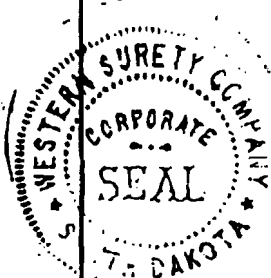
NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful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

Signed and sealed this 28th day of February, 2008

Letton's Electric, Inc (Seal)
Principal
Shirley Letton Pres
Title

Witness
Shirley Letton

By Judy Schoggen
Western Surety Company
Judy Schoggen
Agent-in-Charge



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Benson A Cashion, Matthew K Cashion Jr, Nick W Peters, William H Griffin, Judy Schoggen, Cynthia L Trickey, Pamela K Hays, Individually

of Little Rock, AR, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 13th day of November, 2007.



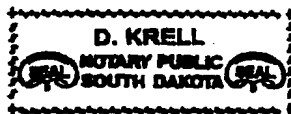
WESTERN SURETY COMPANY

Paul T. Brufat
Paul T. Brufat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 13th day of November, 2007, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



D. Krell
D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have heretofore subscribed my name and affixed the seal of the said corporation this 20th day of February, 2008.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary



Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

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, and 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.

**New Bathhouse Facility
 Craighead Forest Park
 Jonesboro Parks and Recreation
 Jonesboro, Arkansas
 Commission No. 10907**

Bid Date: February 20, 2008 Time: 2:00 p.m. Location: Purchasing Dept., 515 W. Washington, Jonesboro, Arkansas

CONTRACTOR/LICENSE NUMBER	COMPLETION TIME	BID SECURITY	ADDENDA RECEIVED	BASE BID	SUBCONTRACTORS
Allen Engineering P.O. Box 819 Paragould, AR 72450 License # _____	No Bid Submitted				
Construction Network, Inc. P.O. Box 1654 Jonesboro, AR 72403-1654 License #0038750708	90 days	5%	1. <u>Yes</u>	\$292,000.00	Mechanical / HVAC <u>Control Heating and Cooling</u> Lic. # <u>0011640109</u> Plumbing <u>Rainwater Construction</u> Lic. # <u>0046890308</u> Electrical Contractors <u>J & L Electric Company, Inc.</u> Lic. # <u>0146260408</u> Roofing/Sheet Metal <u>Construction Network, Inc.</u> Lic. # <u>0038750708</u>
Jetton's Electric, Inc. dba Jetton General Contracting 1615 Carroll Road Paragould, AR 72450 License #0046280408	120 days	5%	1. <u>Yes</u>	\$254,698.00	Mechanical / HVAC <u>Hinson Heating and Air</u> Lic. # <u>1406373</u> Plumbing <u>RGR</u> Lic. # <u>0009621208</u> Electrical Contractors <u>Jetton's Electric, Inc. dba Jetton GC</u> Lic. # <u>M-2590</u> Roofing/Sheet Metal <u>Jetton's Electric, Inc. dba Jetton GC</u> Lic. # <u>0046280408</u>
Marlee Construction Co., LLC 2006 Hastings Drive Searcy, AR 72143 License #0192420309	135 days	5%	1. <u>Yes</u>	\$343,450.00	Mechanical / HVAC <u>Dixie Contractors, Inc.</u> Lic. # <u>038840608</u> Plumbing <u>Dixie Contractors, Inc.</u> Lic. # <u>038840608</u> Electrical Contractors <u>J & L Electric Company Inc.</u> Lic. # <u>0146260407</u> Roofing/Sheet Metal <u>Marlee Construction Co., L.L.C.</u> Lic. # <u>0192420309</u>
Maverick Construction 7932 Hyman Drive Bartlett, TN 38133 License # _____	No Bid Submitted.				

**New Bathhouse Facility
 Craighead Forest Park
 Jonesboro Parks and Recreation
 Jonesboro, Arkansas
 Commission No. 10907**

Bid Date: February 20, 2008 Time: 2:00 p.m. Location: Purchasing Dept., 515 W. Washington, Jonesboro, Arkansas

CONTRACTOR/LICENSE NUMBER	COMPLETION TIME	BID SECURITY	ADDENDA RECEIVED	BASE BID	SUBCONTRACTORS
Olympus Construction, Inc. P.O. Box 1674 Jonesboro, AR 72403-1674 License #0013400109	90 days	5%	1. <u>No</u>	\$272,500.00	Mechanical / HVAC <u>Control Heating & Cooling</u> Lic. # <u>0011840109</u> Plumbing <u>Adams & Cooper</u> Lic. # <u>0018620308</u> Electrical Contractors <u>Kevin Cook Electric</u> Lic. # <u>0187730498</u> Roofing/Sheet Metal <u>Olympus Construction</u> Lic. # <u>0013400109</u>
Poplins Construction, Inc. 138 E. Ash Street Blytheville, AR 72315 License #0047690908	180 days	5%	1. <u>Yes</u>	\$378,000.00	Mechanical / HVAC <u>Dixie Inc.</u> Lic. # <u>038940808</u> Plumbing <u>Adams & Cooper</u> Lic. # <u>0018620308</u> Electrical Contractors <u>J & L Electric Inc.</u> Lic. # <u>0148280408</u> Roofing/Sheet Metal <u>Poplin's Construction</u> Lic. # <u>0047690908</u>
Robinson Industrial Contractors 2314 N. 12 th Ave. Paragould, AR 72450 License # _____	<i>No Bid Submitted.</i>				
RPM Development, LLC 5003 Koala Jonesboro, AR 72404 License #0093790308	214 days	5%	1. <u>Yes</u>	\$283,570.00	Mechanical / HVAC <u>Kevin's Heating & Air. Inc.</u> Lic. # <u>0132370908</u> Plumbing <u>Adams & Cooper Plumbing</u> Lic. # <u>0018620308</u> Electrical Contractors <u>Sims's & Blencott</u> Lic. # <u>0110681008</u> Roofing/Sheet Metal <u>Jonesboro Roofing Co., Inc.</u> Lic. # <u>0010581108</u>
Stonebridge Construction, LLC P.O. Box 16787 Jonesboro, AR 72403 License #0159200808	180 days	5%	1. <u>Yes</u>	\$254,700.00	Mechanical / HVAC <u>Dixie Contractors</u> Lic. # <u>038940808</u> Plumbing <u>Dixie Contractors</u> Lic. # <u>038940808</u> Electrical Contractors <u>Gulley Plumbing & Construction</u> Lic. # <u>0185280408</u> Roofing/Sheet Metal <u>Stonebridge Construction</u> Lic. # <u>0159200808</u>

**New Bathhouse Facility
 Craighead Forest Park
 Jonesboro Parks and Recreation
 Jonesboro, Arkansas
 Commission No. 10907**

Bid Date: February 20, 2008 Time: 2:00 p.m. Location: Purchasing Dept., 515 W. Washington, Jonesboro, Arkansas

CONTRACTOR/LICENSE NUMBER	COMPLETION TIME	BID SECURITY	ADDENDA RECEIVED	BASE BID	SUBCONTRACTORS
Vance Construction Solutions, LLC P.O. Box 1366 Jonesboro, AR 72403-1366 License #0191910309	130 days	5%	1. <u>Yes</u>	\$273,980.00	Mechanical / HVAC <u>Control Heat & Air</u> Lic. # <u>0011640109</u> Plumbing <u>Adams & Cooper Plumbing</u> Lic. # <u>00016620308</u> Electrical Contractors <u>J & L Electrical</u> Lic. # <u>0146280407</u> Roofing/Sheet Metal <u>Vance Construction Solutions, LLC</u> Lic. # <u>0191910309</u>




 Jerry W. Brackett 2/20/08

Bond No.: 929442092

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

KNOW ALL BY THESE PRESENTS, That we, Jetton's Electric, Inc.

as Principal, hereinafter called Principal, and Western Surety Company, a
South Dakota Corporation, as Surety, hereinafter called Surety, are held and firmly bound unto
City of Jonesboro, Arkansas

as Obligee, hereinafter called Owner, in the amount of TWO HUNDRED FORTY-FOUR THOUSAND NINE HUNDRED
TWELVE AND NO/100THS Dollars (\$244,912.00),

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

PRINCIPAL HAS, by written agreement dated 03/10/2008
entered into a contract with Owner for New Bathhouse Facility, Craighead Forest Park,
Jonesboro Parks and Recreation; Jonesboro, Arkansas

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

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

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

Executed on this 12th day of March, 2008.

Jetton's Electric, Inc. Principal

By Kendall Jetton

Western Surety Company

By Nick W. Peters Attorney-in-Fact

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Benson A Cashion, Matthew K Cashion Jr, Nick W Peters, William H Griffin, Judy Schoggen, Cynthia L Trickey, Pamela K Hays, Individually

of Little Rock, AR, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 7th day of February, 2008.



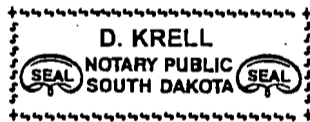
WESTERN SURETY COMPANY

Signature of Paul T. Bruflat, Senior Vice President

State of South Dakota } ss
County of Minnehaha }

On this 7th day of February, 2008, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



Signature of D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12th day of March, 2008.



WESTERN SURETY COMPANY

Signature of L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

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, and 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.

BOND BK 7 PG 479 - 481
DATE 03/13/2008
TIME 11:38:04 AM
RECORDED IN
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY
ANN HUDSON
CIRCUIT CLERK
RECEIPT# 2RECEIPTNO D.C.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YY)
3/12/08

Producer Providence Property & Casualty P.O. BOX 2009 Frisco, TX 75034	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.												
Insured O2HR, LLC L/C/F Jetton's Electric, Inc 2031 NW 53rd St Ft Lauderdale, FL 33309	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Providence Property and Casualty I</td> <td style="text-align: center;">28711</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Providence Property and Casualty I	28711	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Providence Property and Casualty I	28711												
INSURER B:													
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 INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS																				
		GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$																				
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$																				
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$																				
		EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$																				
A		WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETER/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	WC0100390-108	1/01/08	1/01/09	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;">WC STATU-TORY LIMITS</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">OTH-ER</td> <td></td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td style="text-align: center;">\$</td> <td></td> <td style="text-align: center;">1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td style="text-align: center;">\$</td> <td></td> <td style="text-align: center;">1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td style="text-align: center;">\$</td> <td></td> <td style="text-align: center;">1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/>	WC STATU-TORY LIMITS	<input type="checkbox"/>	OTH-ER			E.L. EACH ACCIDENT	\$		1,000,000		E.L. DISEASE - EA EMPLOYEE	\$		1,000,000		E.L. DISEASE - POLICY LIMIT	\$		1,000,000
<input checked="" type="checkbox"/>	WC STATU-TORY LIMITS	<input type="checkbox"/>	OTH-ER																							
	E.L. EACH ACCIDENT	\$		1,000,000																						
	E.L. DISEASE - EA EMPLOYEE	\$		1,000,000																						
	E.L. DISEASE - POLICY LIMIT	\$		1,000,000																						
		OTHER																								

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Workers' compensation coverage is provided by contract to all employees of O2HR, LLC assigned to Jetton's Electric, Inc. Coverage does not apply to any employees not approved and assigned by O2HR, LLC to Jetton's Electric, Inc effective 01/01/2008
 Craighead Forest Park Bathhouse Facility

CERTIFICATE HOLDER	ADDITIONAL INSURED, INSURER LETTER:	CANCELLATION
City of Jonesboro 515 W Washington Jonesboro, AR 72401		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE

ACORD CERTIFICATE OF LIABILITY INSURANCE OP ID KS JETTO-1 DATE (MM/DD/YYYY) 03/12/08

PRODUCER Collierville Insurance Agency P O Box 10 Collierville TN 38027 Phone: 901-853-7800	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 #
INSURED Jetton's Electric, Inc. c/o Jeff Block PO Box 640 Paragould AR 72451-0640	INSURER A West American Ins. Co.	44393
	INSURER B Ohio Casualty Insurance Co.	
	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 ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BKWS3284251	01/01/08	01/01/09	EACH OCCURRENCE \$ 1000000 DAMAGE TO REPTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
B		AUTOMOBILE LIABILITY <input checked="" 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	BKWS3284251	01/01/08	01/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Property Section	BKWS3284251	01/01/08	01/01/09	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Project: Craighead Forest Bathhouse

CERTIFICATE HOLDER CITYJON City of Jonesboro 515 W. Washington 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 DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Jeff Block
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C E R T I F I C A T E O F I N S U R A N C E

This certificate is provided as evidence of insurance under policy # 67342206
of the company named herein.

Additional Insured Name and Address

JETTON'S ELECTRIC, INC.
1615 CARROLL ROAD
PARAGOULD, AR 72450

Insured Name and Address

CITY OF JONESBORO
515 W WASHINGTON
JONESBORO, AR 72401

Amount of Coverage Per Building
(Completed Value) \$ 244,912

Premium \$ 588.00

Effective Date (Date Construction Began) 03/17/2008

Term: 12 Months

Description and Location of Property to be Insured

CRAIGHEAD FORREST PARK-CAMPGROUNDS; JONESBORO PARKS & REC 4910 S CULBERHOUSE
JONESBORO, AR 72401

This is to certify that the above is an insured under a builders risk policy issued by a company of the Zurich Financial Services Group, covering property identified above from the inception date shown, subject to all terms and conditions contained in the policy. Insurance as provided under the aforementioned policy is subject to all terms, conditions and limitations thereof and shall in no event extend beyond date of termination of the insured's interest in the articles described herein.

3-13-08

Dated (Month, Day and Year)

Mary Poe
Authorized Agent

Agency Producer Number A0023370

Agency Name USAssure Insurance Services, Inc.

Mailing Address P.O. Box 10610

City Jacksonville

State FL

Zip Code 32247-0120

STATEMENT OF INTENT TO PAY PREVAILING WAGES

PROJECT: NEW BATHHOUSE FACILITY
CRANEHEAD FOREST PARK
JONESBORO, ARKANSAS
CRANEHEAD COUNTY

This is to certify that we, the following listed contractors, are aware of the wage requirements of the Arkansas Prevailing Wage Law and by signature below indicate our intent to pay no less than the rates established by Arkansas Prevailing Wage Determination Number 87-151 for work performed on the above noted public project. I understand that contractors who violate prevailing wage laws, i.e., incorrect classification/scope of work of workers, improper payments of prevailing wages, etc., are subject to fines and will be required to pay back wages due to workers.

Business Name	Address	Phone	Signature and Title of Business Official
General/Prime Contractor Jetton General Contracting 2407-5 Linwood Dr., Paragould, AR 72450		870-240-8008	<i>Randy Jones</i>
Electrical Subcontractor J&L Electric Company, Inc. 201 General St., Batesville, AR 71501		870-793-3324	<i>John Jones</i>
Mechanical Subcontractor Hinson Heating & Air Conditioning 5208 W. Ringhighway, Paragould, AR 72450		870-236-7291	<i>D. Hinson</i>
Plumbing Subcontractor RCB Mechanical Contractors, Inc. 4221 E. Johnson, Jonesboro, AR 72403		870-872-8360	<i>Erney Brink v.a</i>
Roofing Steel Metal Subcontractor Jetton General Contracting 2407-5 Linwood Dr., Paragould, AR 72450		870-240-8008	<i>Randy Jones</i> Pro.

THE GENERAL/PRIME CONTRACTOR IS RESPONSIBLE FOR GETTING THIS FORM FILLED OUT AND RETURNING IT TO THE ARKANSAS DEPARTMENT OF LABOR, MINERAL AND WILDLIFE, DIVISION OF THE OFFICE OF THE ATTORNEY GENERAL FOR THIS PROJECT. RETURN COMPLETED FORM TO THE ARKANSAS DEPARTMENT OF LABOR, PREVAILING WAGE DIVISION, 10-21 W. MARGON, LITTLE ROCK, ARKANSAS, 72203.

**Consent of Surety
to Final Payment**

**AIA Document G707 -
Electronic Format**

OWNER []
ARCHITECT []
CONTRACTOR []
SURETY []
OTHER []

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

TO OWNER:
(Name and address)

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:
(Name and address)

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

Attest:
(Seal):

(Signature of authorized representative)

(Printed name and title)

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Contractor's Affidavit of Release of Liens

AIA Document G706A -
Electronic Format

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

TO OWNER:
(Name and address)

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:
(Name and address)

CONTRACT DATED:

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above:

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR:
(Name and address)

BY: _____
(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date: _____

Notary Public: _____

My Commission Expires: _____

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Contractor's Affidavit of Payment of Debts and Claims

AIA Document G706 -
Electronic Format

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

TO OWNER:
(Name and address)

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:
(Name and address)

CONTRACT DATED:

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered, against any property of the Owner arising in any manner out of the performance of the Contract referenced above:

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.

Indicate attachment: yes no

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from

Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR:
(Name and address)

BY: _____
(Signature of authorized representative)

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