

AIA® Document A101™ – 2007

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

AGREEMENT made as of the Seventh day of June in the year Two Thousand Eleven
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

City of Jonesboro
515 W. Washington Ave.
Jonesboro, Arkansas 72401

and the Contractor:

(Name, legal status, address and other information)

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

Telephone Number: 870-972-5632
Fax Number: (870) 935-0043

for the following Project:

(Name, location and detailed description)

Fire Station #4
3909 Harrisburg Road
City of Jonesboro
Jonesboro, Arkansas

The Architect:

(Name, legal status, address and other information)

Brackett Krennerich & Associates P.A.
100 E. Huntington Ave., Suite D
Jonesboro, AR 72401
Telephone Number: 870-932-0571
Fax Number: 870-932-0975

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

(728257874)

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

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

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

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

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Two hundred forty (240) consecutive calendar days from the date of commencement, or as follows:

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Six Hundred Eighty-four Thousand Nine Hundred Dollars and Zero Cents (\$ 1,684,900.00), subject to additions and deductions as provided in the Contract Documents.

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

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

§ 4.3 Unit prices, if any: Not Applicable
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

§ 4.4 Allowances included in the Contract Sum, if any: Not Applicable
(Identify allowance and state exclusions, if any, from the allowance price.)

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Tenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to

substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

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

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent (10.00 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Zero percent (0.00 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

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

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

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

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

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 Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

Provided final certificate of payment is accompanied with all the closeout and final documents as required by the specifications.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☒ Arbitration pursuant to Section 15.4 of AIA Document A201–2007

☐ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

%

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

Leonard Jadrach, Fire Chief

Jonesboro Fire Department
3215 E. Johnson Avenue
Jonesboro, Arkansas 72401

Telephone Number: 870-932-2428

Email Address: ljadrich@jonesboro.org

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

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

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Are those contained in the project manual dated April 8, 2011 bearing the architect's commission number 10511.

§ 9.1.4 The Specifications:

Entitled "City of Jonesboro, Fire Station #4, 3909 Harrisburg Road, Jonesboro, Arkansas", and bearing the architect's commission number 10511.

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User Notes:

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See Attached Exhibit "A"

§ 9.1.5 The Drawings:

Entitled "City of Jonesboro, Fire Station #4, 3909 Harrisburg Road, Jonesboro, Arkansas", and bearing the architect's commission number 10511.

See Attached Exhibit "B"

§ 9.1.6 The Addenda, if any:

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

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

- .1 AIA Document A201-2007, General Conditions of the Contract for Construction
- .2 Other documents, if any, listed below:
 1. Exhibit "A" – Enumeration of the Contract Documents – Specifications
 2. Exhibit "B" – Enumeration of the Contract Documents – Drawings
 3. Advertisement for Bids
 4. Contractor's Bid and Bid Bond
 5. Certified Bid Tabulation
 6. Certificate(s) of Insurance
 7. Payment and Performance Bonds (filed in Craighead County)
 8. Statement of Intent to Pay Prevailing Wages
 9. Contractor's Affidavit of Payment of Debts and Claims (required at close-out)
 10. Contractor's Release of Liens (required at close-out)
 11. Consent of Surety to Final Payment (required at close-out)


ARTICLE 10 INSURANCE AND BONDS

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

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

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This Agreement entered into as of the 11 day and year first written above.



6-7-11

CONTRACTOR (Signature)

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

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City of Jonesboro
Fire Station #4
3909 Harrisburg Road
Jonesboro, Arkansas

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22 1100 Plumbing Pipe, Tube and Fittings
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22 1116 Domestic Water Piping
22 1119 Domestic Water Piping Specialties
22 1123 Domestic Water Pumps
22 1315 Sewer Collection Systems
22 1316 Sanitary Waste and Vent Piping
22 1413 Facility Storm Drainage Piping
22 3000 Plumbing Equipment
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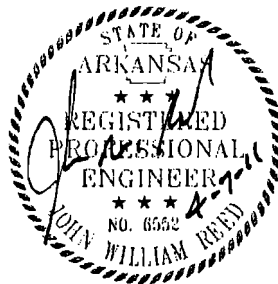
23 0200 HVAC General Requirements
23 0300 HVAC Related Work
23 0519 HVAC Meters and Gauges
23 0529 HVAC Supports and Anchors
23 0548 Vibration and Seismic Controls for HVAC Piping and Equipment
23 0553 Identification for HVAC Piping and Equipment
23 0593 Testing, Adjusting and Balancing for HVAC

Exhibit "A"

Commission No. 10511

City of Jonesboro
Fire Station #4
3909 Harrisburg Road
Jonesboro, Arkansas

- 23 0700 HVAC Insulation
- 23 2113 HVAC Pipe, Tube and Fittings
- 23 2300 Refrigerant Piping
- 23 3113 Metal Ducts
- 23 3300 Air Duct Accessories
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- 23 3423 HVAC Power Ventilators
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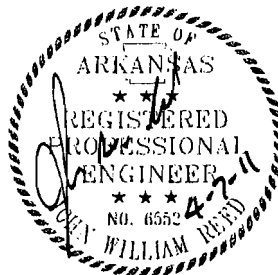
- 26 0100 Operations And Maintance Of Electrical Systems
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- 28 3100 Fire Detection And Alarm



SECTION 00 0115**LIST OF DRAWINGS SHEETS**

THE FOLLOWING DRAWINGS DATED APRIL 8, 2011 BEARING THE ARCHITECT'S COMMISSION NUMBER 10511 WITH THESE SPECIFICATIONS FORM THE CONTRACT DOCUMENTS

CIVIL

1 of 10	CIVIL INDEX SHEET
2 of 10	GENERAL NOTES AND AREA MAP
3 of 10	TOPOGRAPHIC SURVEY
4 of 10	RECORD PLAT
5 of 10	SITE PLAN
6 of 10	UTILITY PLAN
7 of 10	GRADING AND DRAINAGE PLAN
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C001.....	SITE PLAN
C002.....	SITE DETAILS, ADA SITE DETAILS

LANDSCAPE

L001	LANDSCAPE PLAN
L002	IRRIGATION PLAN

ARCHITECTURAL

A001.....	DOOR SCHEDULE, DOOR DETAILS, VISUAL DOOR TYPES, WINDOW SCHEDULES, FRAME SCHEDULES
A002.....	DOOR DETAILS
A003.....	WINDOW DETAILS, PLAN DETAILS
A004.....	VISUAL WALL TYPES
A005.....	FLOOR FINISHES PLAN, ROOM FINISH SCHEDULE, TRANSITION DETAILS
A006.....	LIFE SAFETY PLAN
A101.....	FLOOR PLAN
A102.....	ROOF PLAN, ROOF DETAILS
A201.....	BUILDING ELEVATIONS
A202.....	BUILDING SECTIONS
A203.....	BUILDING SECTIONS
A204.....	BUILDING SECTIONS
A401.....	REFLECTED CEILING PLAN, CEILING LEGEND, CEILING DETAILS
A501.....	WALL SECTIONS
A502.....	WALL SECTIONS
A503.....	WALL SECTIONS
A504.....	WALL SECTIONS
A601.....	ADA MOUNTING HEIGHTS, ENLARGED TOILET PLANS, ENLARGED PLANS, TOILET ELEVATIONS
A602.....	MILLWORK ELEVATIONS
A603.....	MILLWORK SECTIONS

City of Jonesboro
Fire Station #4
3909 Harrisburg Road
Jonesboro, Arkansas

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S101.....	FOUNDATION PLAN, PAD SCHEDULES
S201.....	FOUNDATION DETAILS
S202.....	FOUNDATION AND FRAMING DETAILS
S301.....	FRAMING PLAN, LINTEL SCHEDULE
S401.....	FRAMING DETAILS
S402.....	FRAMING DETAILS
S501.....	BRACE ELEVATIONS AND DETAILS

MECHANICAL

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M102.....	HVAC PIPING FLOOR PLAN
M201.....	HVAC DETAILS
M202.....	HVAC LEGEND AND SCHEDULES

PLUMBING

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P101.....	PLUMBING FLOOR PLAN
P102.....	PLUMBING ROOF PLAN
P201.....	PLUMBING DETAILS
P202.....	PLUMBING LEGEND AND SCHEDULES
P301.....	PLUMBING RISERS

FIRE PROTECTION

FP101.....	FIRE SPRINKLER FLOOR PLAN
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ELECTRICAL

E100.....	PHOTOMETRIC SITE PLAN
E101.....	ELECTRICAL SITE PLAN
E102.....	LIGHTING FLOOR PLAN
E103.....	POWER FLOOR PLAN
E201.....	ELECTRICAL LEGEND AND SCHEDULES
E202.....	ELECTRICAL SCHEDULE AND PANELS
E203.....	ELECTRICAL DETAILS
E204.....	ELECTRICAL DETAILS
E205.....	ELECTRICAL DETAILS

SECTION 00 1113

ADVERTISEMENT FOR BIDS

You are invited to bid on a contract for the construction of a **"New Fire Station #4 – Bid No. 2011:19, City of Jonesboro, Jonesboro, Arkansas"**, hereinafter termed owner. The bids shall be on a lump sum basis.

The owner will receive bids until **2:00 p.m. CDST, Thursday June 2, 2011.** Bids may be mailed or delivered to the City of Jonesboro, 515 W. Washington Ave., PO Box 1845, Jonesboro, Arkansas 72403. Bids will be publicly opened and read aloud. Bids received after this time will not be accepted.

The scope of work consists of a one story building. Fire Station #4 is approximately 10,107 square feet. Building to be structural steel frame, joists, metal deck, slab on grade, metal stud gypsum board and brick veneer exterior walls, metal stud gypsum board interior walls. Apparatus Bay to be block masonry walls with brick veneer. Roof to be membrane over insulation. Work includes HVAC, plumbing, electrical, and site work.

Plans, specifications, bid forms, and other contract documents may be examined at the office of the architect, Brackett Krennerich and Associates, P.A., 100 E Huntington Ave., Ste. D, Jonesboro, Arkansas. While contract documents can be examined at the following plan rooms, bidders should use caution in doing so:

Dodge Plan Room	Builders Exchange	Reed Construction Data	Southern
815 Main St	642 S. Cooper	Suite 500	Reprographics
Little Rock, AR 72201	Memphis, TN 38104	30 Technology Parkway So.	901 W. 7 th Street
(501) 372-1705	(901) 272-7495	Norcross, GA 30092-2912	Little Rock, AR 72201
			(501) 372-4011

Obtaining contract documents through any source other than the Design Professional is not advisable due to the risks of receiving incomplete or inaccurate information. Contract documents obtained through the Design Professional are considered the official version and take precedence should any discrepancies occur.

General contractors may obtain two (2) complete sets of bidding documents from Brackett-Krennerich and Associates upon deposit of **\$200.00** which is refundable, less postage/shipping costs, if applicable, to bona fide bidders upon return of documents in good condition within 3 days after bid date.

Additional sets of documents may be obtained for use by subcontractors and material suppliers upon receipt of **\$100.00** per set which is **50% refundable**, less postage/shipping costs if applicable, upon return of documents in good condition within 3 days after the bid date. No partial sets will be issued.

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

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

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

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

April 8, 2011
Harold Perrin, Mayor
City of Jonesboro

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. City of Jonesboro, Fire Station #4, 3909 Harrisburg Road, Jonesboro, Arkansas.

1.03 DATE: June 2, 201 (Bidder to enter date)

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

- A. Bidder's Full Name Construction Network Inc
1. Address 6009 Dalton Farmer Drive
2. City, State, Zip Jonesboro, AR 72404

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Brackett-Krennerich and Associates, P. A. Architects for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
B. \$1,684,900 (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 240 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 Dated 5-12-11
2. Addendum # 2 Dated 5-25-11
3. Addendum # _____ Dated _____
4. Addendum # _____ Dated _____

1.09 LISTING OF MECHANICAL, PLUMBING, ELECTRICAL AND ROOFING WORK

- A. All mechanical, plumbing, electrical and roofing work shall be listed regardless of qualifications, licensures or work amount.
- B. Bidders should consult the project manual on how to fill out this form. Failure to fill out this form correctly shall cause the bid to be declared non-responsive and the bid will not receive consideration.
1. Indicate the Name(s), License Number(s) of each entity performing the listed work and the amount:
- C. MECHANICAL (Indicative of HVACR): Name- NIGHTENGALE MECHANICAL SS
1. License No. 0180790312
2. Is the amount of work \$20,000 or over: Yes ☒ No ☐
- D. PLUMBING: Name- CANYON PLUMBING INC.
1. License No. 0081120412
2. Is the amount of work \$20,000 or over: Yes ☒ No ☐
- E. ELECTRICAL: Name- H&S ELECTRIC
1. License No. 0074810411
2. Is the amount of work \$20,000 or over: Yes ☒ No ☐
- F. ROOFING & SHEETMETAL: Name- JONESBORO ROOFING CO
1. License No. 0060581111
2. Is the amount of work \$20,000 or over: Yes ☒ No ☐

1.10 BID FORM SIGNATURE(S)

- A. Company Name Construction Network Inc
- B. Signature: [Signature]
- C. Title: President Sean Stem
- D. Business Address: 6009 Dalton Farmer Drive, Jonesboro, AR 72404
- E. Contractor's License No. 0038750711
- F. Seal if bid is by a corporation.



AIA Document A310

Bid Bond

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

as Principal, hereinafter called the Principal, and **United Fire & Casualty Company**

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

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

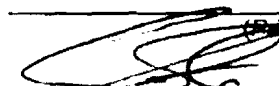
WHEREAS, the Principal has submitted a bid for **New Fire Station #4, City of Jonesboro, Bid #2011:19, Jonesboro, AR**

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 **2nd** day of **June**, **2011**.


(Witness)

Construction Network, Inc.

{  (Principal) (Seal)
(Title)

United Fire & Casualty Company

{ _____ (Surety) (Seal)
(Title)


(Witness)
Morgan McAndrews

Michael A. McDaniel, Attorney-in-fact

**UNITED FIRE & CASUALTY COMPANY
HOME OFFICE - CEDAR RAPIDS, IOWA
CERTIFIED COPY OF POWER OF ATTORNEY**

(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint MICHAEL A. MCDANIEL, OR RICHARD WHITLEY, BOTH INDIVIDUALLY of MEMPHIS TN

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: All bonds not to exceed \$15,000,000.00 and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted shall expire 25th day of February, 2012 unless sooner revoked.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on April 18, 1973.

"Article V - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 25th day of February, 2010



UNITED FIRE & CASUALTY COMPANY

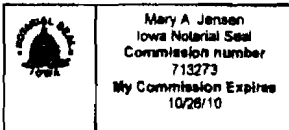
By Dennis J. Richmann

Vice President

State of Iowa, County of Linn, ss:

On 25th day of February, 2010, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation 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.



Mary A. Jensen

Notary Public

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.



In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 2nd day of June 20 11.

David A. Jensen

Secretary

City of Jonesboro
Fire Station No. 4
3909 Harrisburg Road
Jonesboro, Arkansas
Bid Number: 2011:19
COMMISSION NO. 10511

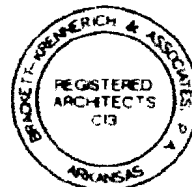
Bid Date: June 2, 2011 @ 2:00 p.m. Location: City of Jonesboro, Mayor's Conference Room, 515 W. Washington, Jonesboro, Arkansas

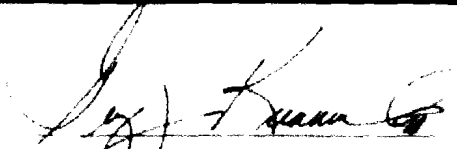
CONTRACTOR/LICENSE NUMBER	COMPLETION TIME	BID SECURITY	ADDENDA RECEIVED	BASE BID	SUBCONTRACTORS
Big M Construction, Inc P O Box 17126 Jonesboro, AR 72403 License # 0004311011	450 days	5 %	1 <u>Yes</u> 2 <u>Yes</u>	\$ 1,715,000.00	Mechanical/HVAC: RGB Sheet Metal (Lic.#) 0009621211 Plumbing: Canyon Plumbing (Lic.#) 0081120412 Electrical: H&S Electric (Lic.#) 0074810412 Roofing & Sheetmetal: Jonesboro Roofing (Lic.#) 0010581111
Construction Network, Inc 6009 Dalton Farmer Drive Jonesboro, AR 72404 License # 0038750711	240 days	5 %	1 <u>Yes</u> 2 <u>Yes</u>	\$ 1,684,900.00	Mechanical/HVAC: Nightingale Mechanical (Lic.#) 0180790312 Plumbing: Canyon Plumbing Inc. (Lic.#) 0081120412 Electrical: H&S Electric (Lic.#) 0074810412 Roofing & Sheetmetal: Jonesboro Roofing (Lic.#) 0010581111
Olympus Construction, Inc 2506 W Washington Jonesboro, AR 72401 License # 013400112	300 days	5 %	1 <u>Yes</u> 2 <u>Yes</u>	\$ 1,740,000.00	Mechanical/HVAC: D&L Inc. (Lic.#) 0014860412 Plumbing: Canyon Plumbing Inc. (Lic.#) 0081120412 Electrical: Stewart Electric (Lic.#) 0018820412 Roofing & Sheetmetal: Jonesboro Roofing (Lic.#) 0010581111
Ramsons Construction Co P O Box 9185 Jonesboro, AR 72403 License # 0001240212	310 days	5 %	1 <u>Yes</u> 2 <u>Yes</u>	\$ 1,809,000.00	Mechanical/HVAC: Nightingale Mechanical (Lic.#) 0180790312 Plumbing: Canyon Plumbing Inc. (Lic.#) 0081120412 Electrical: Kevin Cook Electric (Lic.#) 0167730412 Roofing & Sheetmetal: Jonesboro Roofing (Lic.#) 0010581111
Stonebridge Construction P O Box 16787 Jonesboro, AR 72403 License # 0158200312	330 days	5 %	1 <u>Yes</u> 2 <u>Yes</u>	\$ 1,757,000.00	Mechanical/HVAC: D&L Inc. (Lic.#) 0014860412 Plumbing: Canyon Plumbing Inc. (Lic.#) 0081120412 Electrical: Kevin Cook Electric (Lic.#) 0167730412 Roofing & Sheetmetal: Jonesboro Roofing (Lic.#) 0010581111

City of Jonesboro
Fire Station No. 4
3909 Harrisburg Road
Jonesboro, Arkansas
Bid Number: 2011:19
COMMISSION NO. 10511

Bid Date: June 2, 2011 @ 2:00 p.m. Location: City of Jonesboro, Mayor's Conference Room, 515 W. Washington, Jonesboro, Arkansas

CONTRACTOR/LICENSE NUMBER	COMPLETION TIME	BID SECURITY	ADDENDA RECEIVED	BASE BID	SUBCONTRACTORS
Tate General Contractors 115 Woody Lane Jonesboro, AR 72401 License # <u>0027550412</u>	<u>350</u> days	<u>5</u> %	<u>1. Yes</u> <u>2. Yes</u>	<u>\$ 1,730,000.00</u>	Mechanical/HVAC: Nightingale Mechanical (Lic.#) 0180790312 Plumbing: Canyon Plumbing Inc. (Lic.#) 0081120412 Electrical: H&S Electric (Lic.#) 0074810412 Roofing & Sheetmetal: Jonesboro Roofing (Lic.#) 0010581111




 George J. Krennerich III, AIA



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/3/2011PRODUCER: (901)881-6464 FAX: (901)881-6467
McDaniel-Whitley, Inc.
P.O. Box 382007

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.

Memphis TN 38183-2007

INSURED
Construction Network Inc
PO Box 1654

Jonesboro AR 72403

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Continental Casualty

35289

INSURER B: Valley Forge Ins. Co.

20508

INSURER C: Harleysville Mutual Insurance

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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	4026843226	4/18/2011	4/18/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> X,C,U Coverage				PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liab				GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	4026843257	4/18/2011	4/18/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG \$
A	EXCESS / UMBRELLA LIABILITY	4026843212	4/18/2011	4/18/2012	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	4026843243	4/18/2011	4/18/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
C	OTHER Monthly Reporting Builders Risk - Spec Form, Incl Theft	CIM75784E	4/18/2011	4/18/2012	Total Limit: See Below Deductible: \$2500

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

CONTRACT AMOUNT - \$1,684,900

PROJECT: FIRE STATION #4, 3909 HARRISBURG ROAD, CITY OF JONESBORO, JONESBORO, ARKANSAS

THE CITY OF JONESBORO AND BRACKETT KRENNERICH & ASSOCIATES PA ARE NAMED AS ADDITIONAL INSUREDS.

CERTIFICATE HOLDER

CITY OF JONESBORO
515 W WASHINGTON AVE
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 30 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

M McDaniel/HUMEA



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/3/2011

PRODUCER (901) 881-6464 FAX: (901) 881-6467
McDaniel-Whitley, Inc.
P.O. Box 382007

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.

Memphis TN 38183-2007

INSURED

City of Jonesboro
c/o Construction Network Inc
PO Box 1654
Jonesboro AR 72403

INSURERS AFFORDING COVERAGE**NAIC #**

INSURER A: Mid Continent

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 ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	GL54508J	06/06/2011	06/06/2012	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$
	<input checked="" type="checkbox"/> Owners & Contractors				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> Protective Liab				GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

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

CONTRACT AMOUNT - \$1,684,900

PROJECT: FIRE STATION #4, 3909 HARRISBURG ROAD, CITY OF JONESBORO, JONESBORO, ARKANSAS

THE CITY OF JONESBORO AND BRACKETT KRENNERICH & ASSOCIATES PA ARE NAMED AS ADDITIONAL INSUREDS.

CERTIFICATE HOLDER

CITY OF JONESBORO
515 W WASHINGTON AVE
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 30 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

M McDaniel/HUMEA

BY Belinda Garrison, D. C.

Bond No. 54-183020

AIA Document A312

Performance Bond

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

CONTRACTOR (Name and Address):**Construction Network, Inc.****PO Box 1654****Jonesboro AR 72403****SURETY (Name and Principal Place of Business):****United Fire & Casualty Company****P.O. Box 73909****Cedar Rapids, Iowa 52407-3909**

OWNER (Name and Address): **City of Jonesboro**
515 W. Washington Ave.
Jonesboro, AR 72401

CONSTRUCTION CONTRACTDate: **June 7, 2011**Amount: **\$1,684,900.00**

Description (Name and Location): **Fire Station #4**
3909 Harrisburg Road
City of Jonesboro
Jonesboro, Arkansas

BONDDate (Not earlier than Construction Contract Date): **June 7, 2011**Amount: **\$1,684,900.00**

Modifications to this Bond:

☒ None

See Page 3

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Construction Network, Inc.

Signature: _____

Name and Title:

(Any additional signatures appear on page 3)

SURETY

Company: _____ (Corporate Seal)

United Fire & Casualty Company

Signature: _____

Name and Title: **Michael A. McDaniel, Attorney-in-fact***(FOR INFORMATION ONLY - Name, Address and Telephone)***AGENT or BROKER:****McDaniel-Whitley, Inc.****PO Box 382007****Memphis TN 38183-2007****OWNER'S REPRESENTATIVE (Architect, Engineer or****other party):** **Brackett Krennerich & Associates P.A.****100 E. Huntington Ave., Suite D****Jonesboro, AR 72401**

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

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

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

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

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

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

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

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

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

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

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

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

None

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

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 54-183020

AIA Document A312

Payment Bond

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

CONTRACTOR (Name and Address):
Construction Network, Inc.
PO Box 1654
Jonesboro AR 72403

SURETY (Name and Principal Place of Business):
United Fire & Casualty Company
P.O. Box 73909
Cedar Rapids, Iowa 52407-3909

OWNER (Name and Address) **City of Jonesboro**
515 W. Washington Ave.
Jonesboro, AR 72401

CONSTRUCTION CONTRACT
Date: **June 7, 2011**
Amount: **\$1,684,900.00**
Description (Name and Location): **Fire Station #4**
3909 Harrisburg Road
City of Jonesboro
Jonesboro, Arkansas

BOND

Date (Not earlier than Construction Contract Date): **June 7, 2011**

Amount: **\$1,684,900.00**

Modifications to this Bond:

None

X See Page 6

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
Construction Network, Inc.

Signature: 
Name and Title:

SURETY
Company: (Corporate Seal)
United Fire & Casualty Company

Signature: 
Name and Title: **Michael A. McDaniel, Attorney-in-fact**

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:
McDaniel-Whitley, Inc.
PO Box 382007
Memphis TN 38183-2007

OWNER'S REPRESENTATIVE (Architect, Engineer,
or other party): **Brackett Krennerich & Associates P.A.**
100 E. Huntington Ave., Suite D
Jonesboro, AR 72401

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

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

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

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

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

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

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

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of

gas, water, power, light, heat, oil, gasoline,
telephone service or rental equipment used in the

Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Paragraph 6 is deleted in its entirety and the following is substituted in its place:

6. When the Claimant has satisfied the conditions of Paragraph 4, and has submitted all supporting documentation and any proof of claim requested by the Surety, the Surety shall, within a reasonable period of time, notify the Claimant of the amounts that are undisputed and the basis for challenging any amounts that are disputed, including, but not limited to, the lack of substantiating documentation to support the claim as to entitlement or amount, and the Surety shall, within a reasonable period of time, pay or make arrangements for payment of any undisputed amount; provided, however, that the failure of the Surety to timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or any part of a claim shall not be deemed to be an admission of liability by the Surety as to such claim or otherwise constitute a waiver of the Contractor's or Surety's defenses to, or right to dispute, such claim. Rather, the Claimant shall have the immediate right, without further notice, to bring suit against the Surety to enforce any remedy available to it under this Bond.

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

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)
Construction Network, Inc.

Signature: _____

Name and Title: **Sean Stem, President**

Address: **P.O. Box 1654
Jonesboro, AR 72403**

SURETY

Company: _____ (Corporate Seal)
United Fire & Casualty Company

Signature: _____

Name and Title: **Michael A. McDaniel, Power-of-Atty**

Address: **McDaniel-Whitley, Inc.
P.O. Box 382007
Memphis, TN 38183-2007**

UNITED FIRE & CASUALTY COMPANY
HOME OFFICE - CEDAR RAPIDS, IOWA
CERTIFIED COPY OF POWER OF ATTORNEY

(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint MICHAEL A. MCDANIEL, OR RICHARD WHITLEY, BOTH INDIVIDUALLY of MEMPHIS TN

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: All bonds not to exceed \$15,000,000.00 and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted shall expire 25th day of February, 2012 unless sooner revoked.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on April 18, 1973.

"Article V - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 25th day of February, 2010



UNITED FIRE & CASUALTY COMPANY

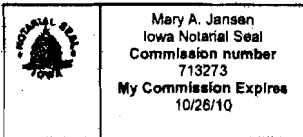
By *Dennis J. Richmann*

Vice President

State of Iowa, County of Linn, ss:

On 25th day of February, 2010, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation 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.



Mary A. Jansen

Notary Public

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.



In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 7th day of June 2011

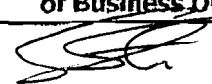
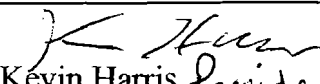
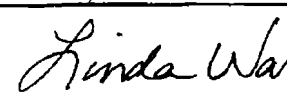
David A. Jansen

Secretary

STATEMENT OF INTENT TO PAY PREVAILING WAGES

PROJECT: **FIRE STATION #4**
JONESBORO, ARKANSAS
CRAIGHEAD COUNTY

This is to certify that we, the following listed contractors, are aware of the wage requirements of the Arkansas Prevailing Wage Law and by signature below indicate our intent to pay no less than the rates established by **Arkansas Prevailing Wage Determination Number 10-381** for work performed on the above noted public project. I understand that contractors who violate prevailing wage laws, i.e., incorrect classification/scope of work of workers, improper payments of prevailing wages, etc., are subject to fines and will be required to pay back wages due to workers.

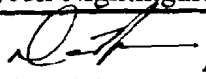
	Business Name	Address	Phone#	Signature and Title of Business Official
General/Prime Contractor	Construction Network, Inc	6009 Dalton Farmer Drive Jonesboro, AR 72404	870-972-5632	 Sean Stem, President
Electrical Subcontractor	H & S Electric, Inc.	PO Box 128 Cave City, AR 72521	870-612-2904	 Kevin Harris, President
Mechanical Subcontractor	Nightingale Mechanical	401 Holman Brookland, AR 72417	870-933-1200	Myron Nightingale,
Plumbing Subcontractor	Canyon Plumbing, Inc.	80 College Drive Ash Flat, AR 72513	870-994-7472	Dan Munroe,
Roofing/ Sheet Metal Subcontractor	Jonesboro Roofing Co., Inc.	2900 W. Washington Spur Jonesboro, AR 72401	870-935-4221	 Linda Ward, Bookkeeper

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

STATEMENT OF INTENT TO PAY PREVAILING WAGES

PROJECT: **FIRE STATION #4
JONESBORO, ARKANSAS
CRAIGHEAD COUNTY**

This is to certify that we, the following listed contractors, are aware of the wage requirements of the Arkansas Prevailing Wage Law and by signature below indicate our intent to pay no less than the rates established by **Arkansas Prevailing Wage Determination Number 10-381** for work performed on the above noted public project. I understand that contractors who violate prevailing wage laws, i.e., incorrect classification/scope of work of workers, improper payments of prevailing wages, etc., are subject to fines and will be required to pay back wages due to workers.

	Business Name	Address	Phone#	Signature and Title of Business Official
General/Prime Contractor	Construction Network, Inc	6009 Dalton Farmer Drive Jonesboro, AR 72404	870-972-5632	Sean Stem, President
Electrical Subcontractor	H & S Electric, Inc.	PO Box 128 Cave City, AR 72521	870-612-2904	Kevin Harris, President
Mechanical Subcontractor	Nightingale Mechanical	401 Holman Brookland, AR 72417	870-933-1200	Myron Nightingale,
Plumbing Subcontractor	Canyon Plumbing, Inc.	80 College Drive Ash Flat, AR 72513	870-994-7472	 OWNER Dan Munroe,
Roofing/ Sheet Metal Subcontractor	Jonesboro Roofing Co., Inc.	2900 W. Washington Spur Jonesboro, AR 72401	870-935-4221	Linda Ward, Bookkeeper

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

STATEMENT OF INTENT TO PAY PREVAILING WAGES

PROJECT: **FIRE STATION #4
JONESBORO, ARKANSAS
CRAIGHEAD COUNTY**

This is to certify that we, the following listed contractors, are aware of the wage requirements of the Arkansas Prevailing Wage Law and by signature below indicate our intent to pay no less than the rates established by **Arkansas Prevailing Wage Determination Number 10-381** for work performed on the above noted public project. I understand that contractors who violate prevailing wage laws, i.e., incorrect classification/scope of work of workers; improper payments of prevailing wages, etc., are subject to fines and will be required to pay back wages due to workers.

	Business Name	Address	Phone#	Signature and Title of Business Official
General/Prime Contractor	Construction Network, Inc	6009 Dalton Farmer Drive Jonesboro, AR 72404	870-972-5632	Sean Stem, President
Electrical Subcontractor	H & S Electric, Inc.	PO Box 128 Cave City, AR 72521	870-612-2904	Kevin Harris,
Mechanical Subcontractor	Nightingale Mechanical	401 Holman Brookland, AR 72417	870-933-1200	Myron Nightingale, <i>owner</i>
Plumbing Subcontractor	Canyon Plumbing, Inc.	80 College Drive Ash Flat, AR 72513	870-994-7472	Dan Munroe,
Roofing/ Sheet Metal Subcontractor	Jonesboro Roofing Co., Inc.	2900 W. Washington Spur Jonesboro, AR 72401	870-935-4221	Linda Ward, Bookkeeper

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