

ARKANSAS PERFORMANCE-PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Cameron Construction Company, Inc. as Principal, hereinafter call
Principal, and _____

of _____ State of _____,
as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Jonesboro
as Obligee, hereinafter called Owner, in the amount of Three Hundred Seventy Thousand
Eight Hundred Twenty Dollars and Five Cents (\$370,820.05) in lawful money of the United
States of America, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators, and successors, jointly, severally, and firmly
by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal entered into a Contract with the Owner by written
Agreement dated the _____ day of _____, 20____, a copy of which is
attached hereto and made a part hereof, hereinafter referred to as the Contract, for the
construction of the Turtle Creek Greenway Phase I – Pedestrian Bridge.

NOW THEREFORE, if the Principal shall well and truly perform and complete in
good, sufficient, and workmanlike manner all of the work required by said Contract and
within the time called for thereby to the satisfaction of the Owner, and shall pay all persons
for labor, materials, equipment, and supplies furnished by said Principal in accordance with
said Contract (failing which such persons shall have a direct right to action against the
Principal and Surety under this obligation, but subject to the Owner's priority) and shall hold
and save harmless the Owner from any and all claims, loss, and expense of every kind and
nature arising because of or resulting from the Principal's operation under said Contract,
except payments to the Principal rightly due the Principal for work under this Contract, then
this obligation shall be null and void; otherwise to remain in full force and effect.

Any alterations which may be made in the terms of this Contract, or in the work to be
done under it, or the giving by the Owner of an extension of time for the performance of the
Contract, or any other forbearance on the part either of the Owner or Principal to the other
shall not release in any way the Principal and Surety, or either of them, their heirs, personal
representatives, successors, or assigns from their liability hereunder, notice to the Surety of
any alteration, extension, or forbearance hereby being waived.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed
amended automatically and immediately, without formal and separate amendments hereto,
upon amendment to the Contract not increasing the contract price more than 20 percent, so as

to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND or the contract shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, 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 (6) months from the date on which final payment to the Contractor falls due. No suit, action, or proceeding shall be brought by the Owner after two (2) years from the date on which final payment to the Contractor falls due.

This BOND is executed pursuant to the terms of Arkansas Code Ann. §§ 18-44-501 et. seq.

Executed on this _____ day of _____, 20____.

SEAL

(Principal)

By _____

Title _____

SEAL

(Surety)

By _____
(Attorney-in-Fact)

NOTES:

1. This bond form is mandatory. No other forms will be acceptable.
2. The date of the Bond must not be prior to the date of the Contract.
3. Any surety executing this Bond must appear on the U.S. Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Arkansas.
4. Attach Power of Attorney.

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