



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Signature Copy

Resolution: R-EN-186-2023

File Number: RES-23:169

Enactment Number: R-EN-186-2023

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH MEADOWS CONTRACTORS, LLC AND AMEND THE FY2023 BUDGET FOR THE INSTALLATION OF ARTIFICIAL TURF ON SOCCER AND FOOTBALL FIELDS AT JOE MACK CAMPBELL PARK - BID NO. 2023:23

WHEREAS, the City of Jonesboro desires to accept the low bid and enter into a contract for subsurface preparation and installation of artificial turf on two soccer and football fields at Joe Mack Campbell Park; and

WHEREAS, the low bidder and the firm selected for the Turf Renovation at Joe Mack Campbell Park is Meadows Contractors, LLC; and

WHEREAS, Meadows Contractors, LLC has bid \$2,357,500.00 for the Turf Renovation at Joe Mack Campbell Park; and

WHEREAS, RES-23:070 approved and funded architectural services for \$90,000.00; and

WHEREAS, The Jonesboro City Council formally request a \$1,223,750.00 contribution from the Jonesboro Advertising and Promotions Committee who have committed to serving as an equal partner in the project; and

WHEREAS, the funding for the execution of the contract shall come from the Capital Improvement Fund (\$750,000.00), amendment of the 2023 Budget (\$473,750.00) and a contribution of \$1,223,750.00 (50% match) from the Jonesboro Advertising and Promotion Committee.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT:

Section 1. That the City of Jonesboro shall accept the low bid and enter into a contract with Meadows Contractors, LLC in the amount of \$2,357,500.00 for the installation of artificial turf playing fields at Joe Mack Campbell Park.

Section 2. The FY2023 budget is amended \$473,750.00.

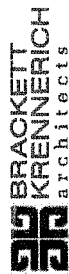
Section 3. A contribution of \$1,223,750.00 (50% match) will be received from the Jonesboro Advertising and Promotion Committee.

Section 4. The Mayor and the City Clerk are hereby authorized by the City Council for the City of

Jonesboro to execute all documents necessary to effectuate this contract.

PASSED AND APPROVED THIS 19TH DAY OF SEPTEMBER 2023.



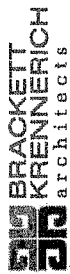


Bid Opening

Date: Wednesday, August 16, 2023
 Project: Turf Renovation at Joe Mack Campbell Park
 City of Jonesboro
 Jonesboro, Arkansas

BID TAB

Contractor Name	Bid Security	Add Re'vd	Base Bid	Deductive Alternates	Unit Prices	Completion Time	Subcontractors
Act Global Americas, Inc. 4201 W. Parmer Ln. Austin, TX 78727 Lic: 0395760424	5%	1. YES	\$2,559,285	1 \$ 147,582	\$17.82	110 Days	Mechanical: N/A Lic: N/A
				2 \$ 28,397			Plumbing: N/A Lic: N/A
							Electrical: N/A Lic: N/A
							Roofing & Sheet Metal: N/A Lic: N/A
Hellas Construction 12000 W. Parmer Ln. Austin, TX 78613 Lic: 0133640624	5%	1. YES	\$3,167,695	1 \$ 211,953	\$33.08	110 Days	Mechanical: N/A Lic: N/A
				2 \$ 17,256			Plumbing: N/A Lic: N/A
							Electrical: N/A Lic: N/A
							Roofing & Sheet Metal: N/A Lic: N/A
Meadows Construction PO Box 16540 Jonesboro, AR 72403 Lic: 0233000324	5%	1. YES	\$2,357,500	1 \$ 157,000	\$31.00	110 Days	Mechanical: N/A Lic: N/A
				2 \$ 6,600			Plumbing: N/A Lic: N/A
							Electrical: N/A Lic: N/A
							Roofing & Sheet Metal: N/A Lic: N/A
Nationwide Turf 3157 State Road V Valles Mines, MO 63087 Lic: 0382780524	5%	1. YES	\$2,635,900	1 \$ 219,000	\$16.50	110 Days	Mechanical: N/A Lic: N/A
				2 \$ 32,100			Plumbing: N/A Lic: N/A
							Electrical: Owens Electric, LLC Lic: 0428050324
							Roofing & Sheet Metal: N/A Lic: N/A
Wagner General Contractors., Inc. 1711 Veterans Blvd. Searcy, AR 72143 Lic: 0165491023	5%	1. YES	\$2,560,000	1 \$ 190,000	\$41.75	110 Days	Mechanical: N/A Lic: N/A
				2 \$ 30,000			Plumbing: N/A Lic: N/A
							Electrical: Michael Kee Electric Lic: 0332710324
							Roofing & Sheet Metal: N/A Lic: N/A



Bid Opening

Date: Wednesday, August 16, 2023

Project: Turf Renovation at Joe Mack Campbell Park

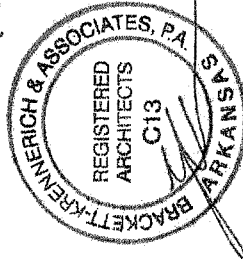
City of Jonesboro

Jonesboro, Arkansas

BID TAB

Contractor Name	Bid Security	Add Rcv'd	Base Bid	Deductive Alternates	Unit Prices	Completion Time	Subcontractors
United Turf & Track				1 \$ 246,000			
PO Box 565	5%	1. YES	\$2,770,000	2 \$ 161,000	\$9.90	110 Days	Mechanical: N/A Lic: N/A Plumbing: N/A Lic: N/A Electrical: Centech Services, Inc. Lic: 0122330424 Roofing & Sheet Metal: N/A Lic: N/A
Arcadia, OK 73007							
Lic: 0364070524							


Kyle Cook, AIA



16 August 2023

AIA® Document A101® – 2017

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

AGREEMENT made as of the 13 day of September in the year 2023
(In words, indicate day, month and year.)

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

City of Jonesboro
300 South Church
Jonesboro, AR 72401

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

Meadows Contractors, LLC
PO Box 16540
Jonesboro, AR 72403

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

Turf Renovation at Joe Mack Campbell Park
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

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.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, 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.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

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:

(Check one of the following boxes.)

☐ The date of this Agreement.

☒ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 12:32:45 ET on 09/20/2023 under Order No.4104237874 which expires on 11/19/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1399141968)

[X] Not later than **One Hundred & Ten (110)** calendar days from the "Notice to Proceed".

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

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 Million Three Hundred Fifty Seven Thousand Five Hundred Dollars and 00/100 (\$ 2,357,500.00)**, subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item

Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item

Price

Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Included in the contract the potential chemical soil stabilization of 12" depth of soils below footprint of playing fields. 5,564 cu. yd. at \$31.00 per cubic yard. Total allowance amount \$172,500.00.

Included in the contract the stipulated sum of \$80,000.00 for the relocation of the existing Musco field lighting poles and associated electrical work.

Item

Price

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

Potential chemical soil stabilization of 12" depth of soils below footprint of playing fields.

Cu. Yd.

\$31.00/Cu.Yd.

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

If the contractor shall fail to complete the work within the contract time, of extension of time granted by the owner, then the contractor will pay to the owner the amount of Three Hundred Dollars (\$300.00) for liquidated damages for each calendar day that the contractor shall be in default after the time stipulated in the contract documents for each phase of the work.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

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 amount certified 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 of the amount certified 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 of values 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 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 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; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Insurance, Building Permit, and Fees

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

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

Retainage will be withheld in the amount equal to work left to complete at substantial completion; as determined by the Architect.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 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 Article 12 of AIA Document A201–2017, 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 of the closeout and final documents as required by the specifications.

§ 5.3 Interest

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.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the 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 Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☒ [X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☐ [] Litigation in a court of competent jurisdiction
- ☐ [] Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, 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.

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 A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Craig Light
Engineering Director – City of Jonesboro
300 South Church St.
Jonesboro, AR 72401
(870) 932-2438

§ 8.3 The Contractor's representative:

Init.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 12:32:45 ET on 09/20/2023 under Order No.4104237874 which expires on 11/19/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.

User Notes:

(1399141968)

(Name, address, email address, and other information)

Dale Wood
Member, Meadows Contractors, LLC
PO Box 16540
Jonesboro, AR 72403
(870) 935-5655

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

- .5 Drawings

Entitled "Turf Renovation at Joe Mack Campbell Park, Jonesboro, Arkansas" and bear the Architect's commission number 2304. See attached Exhibit "A".

Number	Title	Date
--------	-------	------

- .6 Specifications

Entitled "Turf Renovation at Joe Mack Campbell Park, Jonesboro, Arkansas" and bear the Architect's commission number 2304. See attached Exhibit "B".

Section	Title	Date	Pages
---------	-------	------	-------

7 Addenda, if any:

Number	Date	Pages
Addenda No. 1	August 14, 2023	(14) Forteen Pages
See attached Exhibit "C"		

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

8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

1. Exhibit "A" – Enumeration of the Contract Documents – Drawings
2. Exhibit "B" – Enumeration of the Contract Documents – Specifications
3. Exhibit "C" – Enumeration of the Contract Documents – Addenda
4. Advertisement for Bids
5. Contractor's Bid and Bid Bond
6. Certified Bid Tabulation
7. Certificate(s) of Insurance & Builders Risk Policy
8. Payment and Performance Bonds (filed/recorded in Craighead County)
9. Schedule of Values
10. List of Subcontractors & Subcontract Amounts
11. Contractor's Affidavit of Payment of Debts and Claims (required at close-out)
12. Contractor's Release of Liens (required at close-out)

13. Consent of Surety to Final Payment (required at close-out)

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


CONTRACTOR (Signature)

Harold Coppenhaver, Mayor
(Printed name and title)

Dale Wood, Member
(Printed name and title)

Init.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 12:32:45 ET on 09/20/2023 under Order No.4104237874 which expires on 11/19/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

(1399141968)

EXHIBIT "A"

**SECTION 00 0115
LIST OF DRAWING SHEETS**

THE FOLLOWING DRAWINGS DATED JULY 28, 2023 BEARING THE ARCHITECT'S COMMISSION NUMBER 2304 WITH THESE SPECIFICATIONS FORM THE CONTRACT DOCUMENTS.

REFERENCE

REF1..... TOPOGRAPHIC SURVEY (REFERENCE ONLY)

CIVIL

C001 OVERALL SITE PLAN
C002 SITE DEMOLITION AND LAYOUT PLAN
C003 GRADING/EROSION CONTROL PLAN
C004 SITE DETAIL SHEET
C005 SITE DETAILS
C006 FIELD STRIPING PLAN

End of List of Drawings

EXHIBIT "B"

SECTION 00 0110

TABLE OF CONTENTS

INTRODUCTORY INFORMATION

00 0101	PROJECT TITLE	1
00 0110	TABLE OF CONTENTS	3
00 0115	LIST OF DRAWING SHEETS	1

PROCUREMENT REQUIREMENTS

00 1113	ADVERTISEMENT FOR BIDS	1
00 2100	INSTRUCTIONS TO BIDDERS	7
00 3100	AVAILABLE PROJECT INFORMATION	1
00 4100	BID FORM	3

CONTRACTING REQUIREMENTS

00 5200	AGREEMENT FORM	9
---------	----------------------	---

DESIGN CRITERIA

00 6000	PROJECT FORMS	11
00 7200	GENERAL CONDITIONS	41
00 7300	SUPPLEMENTARY CONDITIONS	6

SUMMARY

01 1100	SUMMARY OF THE WORK	2
01 1115	ITEMS FURNISHED BY OWNER	1

PRICE AND PAYMENT PROCEDURES

01 2100	ALLOWANCES	1
01 2300	DEDUCTIVE ALTERNATES	1
01 2973	SCHEDULE OF VALUES	2
01 2976	PROGRESS PAYMENT PROCEDURES	1

ADMINISTRATIVE REQUIREMENTS

01 3113	COORDINATION	1
01 3119	PROJECT MEETINGS	2
01 3216	CONSTRUCTION SCHEDULES	1
01 3223	SURVEY AND LAYOUT DATA	1

01 3323	SUBMITTALS	4
---------	------------	---

QUALITY REQUIREMENTS

01 4000	QUALITY REQUIREMENTS	4
---------	----------------------	---

TEMPORARY FACILITIES AND CONTROLS

01 5000	TEMPORARY FACILITIES AND CONTROLS	1
01 5710	EXCAVATION SAFETY PROCEDURES	1
01 5713	TEMPORARY EROSION CONTROL	2
01 5719	ENVIRONMENT PROTECTION	2

PRODUCT REQUIREMENTS

01 6000	PRODUCT REQUIREMENTS	2
01 6300	PRODUCT OPTIONS AND SUBSTITUTIONS	4

EXECUTION AND CLOSEOUT REQUIREMENTS

01 7300	EXECUTION REQUIREMENTS	1
01 7329	CUTTING AND PATCHING	2
01 7400	CLEANING	1
01 7700	CLOSEOUT PROCEDURES	1
01 7800	CLOSE-OUT SUBMITTALS	3
01 7839	PROJECT RECORD DOCUMENTS	1

DIVISION 02 - DEMOLITION

02 4100	SELECTIVE DEMOLITION	4
---------	----------------------	---

DIVISION 03 - CONCRETE

03 3000	CAST-IN-PLACE CONCRETE	8
---------	------------------------	---

DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES

06 1000	ROUGH CARPENTRY	2
---------	-----------------	---

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

07 9005	JOINT SEALERS	3
---------	---------------	---

DIVISION 31 – EARTHWORK

31 1000	SITE CLEARING	.....	2
31 2200	GRADING	.....	2
31 2316	EXCAVATION	.....	1
31 2323	FILL	.....	6

DIVISION 32 – EXTERIOR IMPROVEMENTS

32 1123	AGGREGATE BASE COURSES	.....	3
32 1313	CONCRETE PAVING	.....	4
32 1813	SYNTHETIC TURF	.....	10
32 9213	HYDROMULCHING	.....	3
32 9223	SODDING	.....	3

END OF SECTION

EXHIBIT "C"

ADDENDUM NO. 1

PROJECT TITLE: Turf Renovation at Joe Mack Campbell Park
City of Jonesboro
Jonesboro, Arkansas

OWNER: City of Jonesboro
300 South Church Street
Jonesboro, AR 72401

OWNER'S REPRESENTATIVE: Honorable Mayor Harold Copenhaver
(870) 932-1052 Office

ARCHITECT: Brackett-Krennerich and Associates P.A.
100 East Huntington Avenue, Suite D
Post Office Box 1655
Jonesboro, Arkansas 72403-1655
(870) 932-0571 *office*

COMMISSION NUMBER: 2304

DATE OF ISSUE: August 14, 2023

BID DATE/LOCATION: **August 16, 2023 at 2:00 p.m.** C.D.S.T
1st Floor Conference Room
Municipal Building Center
300 South Church Street
Jonesboro, AR 72401

Contractor shall take note of the following listed revisions and/or additions to the drawings and specifications for the above referenced project and adjust the contract sum accordingly. These revisions are hereby made a part of said documents and subsequent construction as if therein included.

GENERAL

1. General: Find attached prebid meeting minutes and sign in sheet. (attached)
2. General: Existing drawings of site irrigation have been provided and attached to this addendum for reference. These should not be considered "as-built" drawings, but a resource for the general layout of irrigation on site.
3. General: The following are questions provided to the design team with corresponding answers provided:

A. **Question:** RFI #1 – Chemical stabilization allowance indicated in the plans and specifications; It does not specify the type of chemical modifier – or

ratio, if any, that should be used. This can greatly impact the range of the allowance and could easily break the budget. Any insight on this greatly appreciated.

A: **Answer:** The request of stabilizing 12" of soil is not meant to be dictated in our specifications specifically as to the chemical use or process, we are simply asking for an allowance and unit cost to stabilize this first 12" below the playing surface. The use of lime, fly ash, cement and others are acceptable.

B. **Question:** RFI #2 – If there is any excess soil from undercut or other grading modifications; may this soil be spoiled on site?

A: **Answer:** Yes, this will be coordinated with the owner and a location determined inside the park.

4. General: The following substitution requests have been submitted to the design team for approval and reviewed as follows:

A. Section 32 1813 – Synthetic Turf (ACT Global: Alex Quick) - Response:

- a. Brackett-Krennerich has reviewed this product substitution for approval and / or confirmed the material and/or warranty compliance with the Contract Documents. Should a bid be submitted by this material supplier, manufacturer or other entity claiming an equal product, Brackett-Krennerich has clear documentation demonstrating whether the product satisfies the requirements set forth in the Contract Documents. **This product meets the requirements of Section 32 1813 and is an approved equal product.**

B. Section 32 1813 – Synthetic Turf (Atroturf: David Channel) - Response

- a. Brackett-Krennerich has reviewed this product substitution for approval and / or confirmed the material and/or warranty compliance with the Contract Documents. Should a bid be submitted by this material supplier, manufacturer or other entity claiming an equal product, Brackett-Krennerich has clear documentation demonstrating whether the product satisfies the requirements set forth in the Contract Documents. **This product meets the requirements of Section 32 1813 and is an approved equal product.**

C. Section 32 1813 – Synthetic Turf (Geosurfaces: John Lantz) - Response

- b. Brackett-Krennerich has reviewed this product substitution for approval and / or confirmed the material and/or warranty compliance with the Contract Documents. Should a bid be submitted by this material supplier, manufacturer or other entity claiming an equal product, Brackett-Krennerich has clear documentation demonstrating whether the product satisfies the requirements set forth in the Contract Documents. **This product meets the requirements of Section 32 1813 and is an approved equal product.**

D. Section 32 1813 – Synthetic Turf (NSC: Paul Ferrini) - Response

- c. Brackett-Krennerich has reviewed this product substitution for approval and / or confirmed the material and/or warranty compliance with the Contract Documents. Should a bid be submitted by this material supplier, manufacturer or other entity claiming an equal product, Brackett-Krennerich has clear documentation demonstrating whether the product satisfies the requirements set forth in the Contract Documents. **This product meets the requirements of Section 32 1813 and is an approved equal product.**

E. Section 32 1813 – Synthetic Turf (Shaw Sports: Dakota Ellis) - Response

- d. Brackett-Krennerich has reviewed this product substitution for approval and / or confirmed the material and/or warranty compliance with the Contract Documents. Should a bid be submitted by this material supplier, manufacturer or other entity claiming an equal product, Brackett-Krennerich has clear documentation demonstrating whether the product satisfies the requirements set forth in the Contract Documents. **This product meets the requirements of Section 32 1813 and is an approved equal product.**

ARCHITECTURAL/CIVIL

5. Specifications: Section 01 2100 – Allowances; 1.04 Allowances Schedule:

A. Add the following:

B. Contractor to include the stipulated sum of **\$80,000.00** for the relocation of two existing Musco field lighting poles and associated electrical work.

6. Drawings: Sheet C003 – Grading and Erosion Control Plan – Omit this sheet in its entirety and replace with Sheet C003 – dated 08.14.23.

A. Clarification: Existing Irrigation

a. Design intent is to have the full main lateral line running along the north edge of the work area to be raised to be no more than 24” below new grade level. Valves (that are not abandoned as part of demolished irrigation below new fields) are to be raised to new grade level and existing valve boxes repaired or replaced as required.

B. Clarification: Concrete headwalls for drainage ends for turf drainage

a. A clarification has been provided for the profile of concrete headwalls at turf field drainage outlet.

7. Drawings: Sheet C004 – Details – Omit this sheet in its entirety and replace with Sheet C004 – dated 08.14.23.

A. Clarification: Concrete drainage swale detail has been modified to include the profile of the full width of the entire swale which also includes the flat portion on either side to the turfs edge.

Turf Renovation at Joe Mack Campbell Park
City of Jonesboro
Jonesboro, Arkansas
Wednesday, August 9, 2023 at 2:00 p.m.
PRE-BID MEETING AGENDA

Working with City of Jonesboro

- Craig Light, Engineering Director, P.E.
- Danny Kapales, Parks Director

Working with Brackett-Krennerich

- Kyle Cook, Principal Architect O# 870-932-0571 kylec@bkarchts.com
- Steve Schoettle, Project Manager O# 870-932-0571 steve@bkarchts.com

Scope of Work

- Project scope consists of two full size synthetic turf soccer fields, including all site grading, irrigation modifications, concrete flatwork & drainage structures, tree removal, and minor electrical work.
- Completion: All work to be completed within **110 Calendar Days** (All punch items complete)
- Liquidated damages: \$300.00 will be assessed to the contractor for liquidated damages for each calendar day. Schedule will be reviewed post bid with mechanical contractor and supply channels and delivery dates.
- Contract / Bidding Documents are available through SRI (aka Jonesboro Blueprint)
- Each bid proposal shall include bid security in the amount of 5% of the total bid offered.
- Section 01 2100 – Each bidder must include allowance indicated in base bid
 - **Soil stabilization to a depth of 12" below footprint of playing fields.**
 - **Provide unit cost (per square yard) for soil stabilization.**
- Section 01 2300 – Deductive Alternates
 - **Alt. no. 1 – Omit shock pad**
 - **Alt. no. 2 – Reduce pile weight and fiber of turf**
- Section 32 1813 – Synthetic Turf
 - **1.05; Provide turf installation experience with bid**
 - **1.05; Contractor is responsible for a full drainage design system that is specific to his/her turf system**
 - **1.06; Warranty – 8 years against material defects and workmanship**

General

- Temporary Facilities/Control – Section 01 5000
- No contracting with illegal immigrant.
- Bonding – All contractors must furnish a performance and payment bond on the project.
- Addenda – **indicate on bid form that you have received each addenda.**
- Substitution Request: (Section 00 6000) Form must be completely filled out with information indicated difference between product/material/system being substituted and that which has been specified. A catalog or brochure of the product/material/system will be rejected. Differences must be indicated for review and response.
- Deadline for substitutions or questions concerning the project is **3:00; Friday, August 11, 2023.**

Coordination/Superintendence

- The general contractor will be responsible for coordinating all the work of his/her subcontractors and that of his/her own forces. The project superintendent will be required to be on site whenever any work is taking place with any of the subcontractors and to ensure work is being performed per plans and specifications.
- The superintendent will be responsible for coordinating all materials on the project, coordinate all scheduling, and making sure work flows smoothly.

Contractor's Use of Site and Premises

- Contractor's use of premises. Discuss areas of parking, distribution, lay down and receiving.

Additional Discussion Items

- Irrigation plans will be provided via addendum.
- Any removal of soil can be spoiled on site where directed by the owner.
- The dead end road near the maintenance building may be used to temporarily park construction vehicles/equipment so they are less prone to children playing around them near the soccer fields.
- The roads in the park must remain clean at all times; there is not an option to leave these roads unclean b/c they will be used by many patrons during construction.

Bid Date/Location

Wednesday, August 16, 2023 at 2:00 PM
1st Floor Conference Room at the Municipal Building Center
300 South Church St.
Jonesboro, AR 72401

Sign-in Sheet Pre-Bid Meeting

Date: Wednesday, August 9, 2023 at 2:00 p.m.

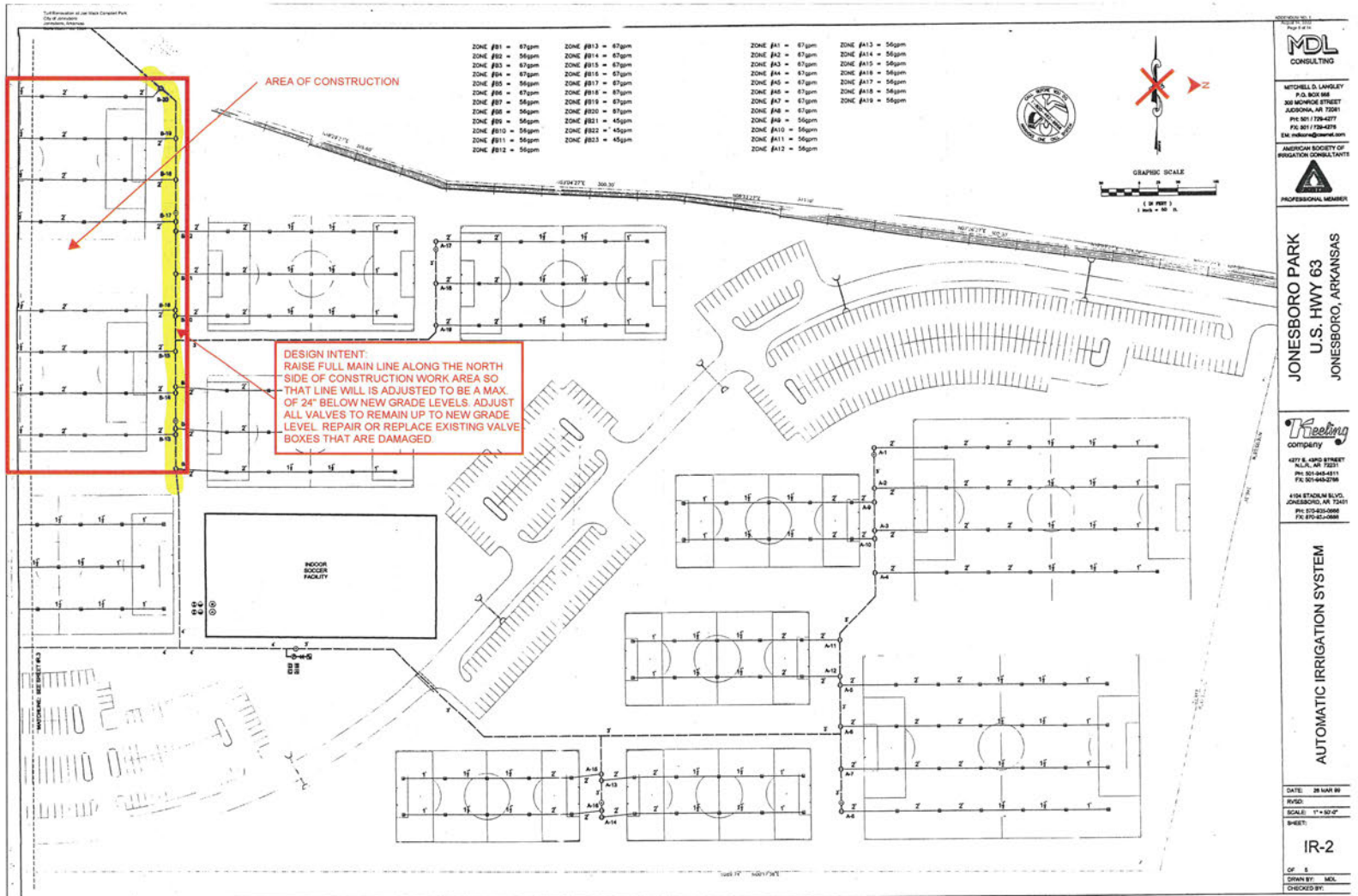
Project: Turf Renovation at Joe Mack Campbell Park
City of Jonesboro
Jonesboro, Arkansas

Turf Renovation at Joe Mack Campbell Park
City of Jonesboro
Jonesboro, Arkansas
Commission No. 2304

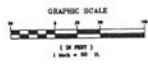
ADDENDUM NO. 1
August 14, 2023
Page 7 of 14

MEETING SIGN-IN

Name	Organization	Phone	Email
KYLE COOK	BRACKETT-KRAMMICH	870.932.0571	Kyle@bkarchts.com
JOHN MCSWEENEY	NATIONALIDE SPORT- CONST.	248 910.1017	JMCSWEENEY@NIDSCON.COM
Doug White	sprinturf, LLC	(314) 305-0078	dwhite@sprinturf.com
Josh Brandon	Wagner General Cont.	501-203-0704	josh@wagnergeneral.com
Kory Faulkner	Geosurfaces	573 535 8975	kory.faulkner@geosurfaces.com
John Lantz	Geosurfaces	314 440 7406	info@geosurfaces.com
MICHAEL BARNES	PRECISION CONSTRUCTION & CONTRACTING PCC SPORTS	785.840.4919	M.BARNES@PCC.BUILD
DALE MENDOWSC	MEADOWS CONTRACTORS	870-935-5655	dale@mendowsc.net



ZONE #01 = 67gpm	ZONE #013 = 67gpm	ZONE #01 = 67gpm	ZONE #013 = 56gpm
ZONE #02 = 56gpm	ZONE #014 = 67gpm	ZONE #02 = 67gpm	ZONE #014 = 56gpm
ZONE #03 = 67gpm	ZONE #015 = 67gpm	ZONE #03 = 67gpm	ZONE #015 = 56gpm
ZONE #04 = 67gpm	ZONE #016 = 67gpm	ZONE #04 = 67gpm	ZONE #016 = 56gpm
ZONE #05 = 56gpm	ZONE #017 = 67gpm	ZONE #05 = 67gpm	ZONE #017 = 56gpm
ZONE #06 = 67gpm	ZONE #018 = 67gpm	ZONE #06 = 67gpm	ZONE #018 = 56gpm
ZONE #07 = 56gpm	ZONE #019 = 67gpm	ZONE #07 = 67gpm	ZONE #019 = 56gpm
ZONE #08 = 56gpm	ZONE #020 = 67gpm	ZONE #08 = 67gpm	
ZONE #09 = 56gpm	ZONE #021 = 45gpm	ZONE #09 = 56gpm	
ZONE #10 = 56gpm	ZONE #022 = 45gpm	ZONE #10 = 56gpm	
ZONE #11 = 56gpm		ZONE #11 = 56gpm	
ZONE #12 = 56gpm		ZONE #12 = 56gpm	



MITCHELL D. LANGLEY
P.O. BOX 88
303 MONROE STREET
JONESBORO, AR 72401
PH: 871-728-4277
FAX: 871-728-4278
info@mdlconsulting.com

AMERICAN SOCIETY OF
IRIGATION CONSULTANTS

PROFESSIONAL MEMBER

JONESBORO PARK
U.S. HWY 63
JONESBORO, ARKANSAS

Freeing company
4277 E. 1400 STREET
JACKSON, AR 72221
PH: 601-948-4311
FX: 601-948-4316

4108 E. 10TH BLVD
JONESBORO, AR 72401
PH: 870-820-0880
FX: 870-820-0880

AUTOMATIC IRRIGATION SYSTEM

DATE: 28 MAR 99
REVISED:
SCALE: 1" = 50'-0"
SHEET:
IR-2
OF 8
DRAWN BY: MDL
CHECKED BY:

Not for construction at Jon West Stadium Park
City of Jonesboro
Copyright © 2011

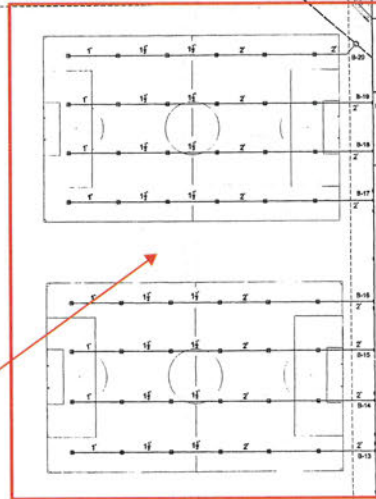
MATCHLINE SEE SHEET #14

ZONE #C1 = 56gpm	ZONE #C17 = 56gpm
ZONE #C2 = 72gpm	ZONE #C18 = 70gpm
ZONE #C3 = 56gpm	ZONE #C19 = 72gpm
ZONE #C4 = 64gpm	ZONE #C20 = 56gpm
ZONE #C5 = 71gpm	ZONE #C21 = 70gpm
ZONE #C6 = 56gpm	ZONE #C22 = 56gpm
ZONE #C7 = 64gpm	ZONE #C23 = 56gpm
ZONE #C8 = 56gpm	ZONE #C24 = 45gpm
ZONE #C9 = 71gpm	ZONE #C25 = 56gpm
ZONE #C10 = 56gpm	ZONE #C26 = 66gpm
ZONE #C11 = 64gpm	ZONE #C27 = 45gpm
ZONE #C12 = 72gpm	ZONE #C28 = 47gpm
ZONE #C13 = 56gpm	ZONE #C29 = 19gpm
ZONE #C14 = 64gpm	ZONE #C30 = 22gpm
ZONE #C15 = 56gpm	ZONE #C31 = 76gpm
ZONE #C16 = 71gpm	ZONE #C32 = 78gpm



GRAPHIC SCALE
1" = 100'

AREA OF CONSTRUCTION



MDL CONSULTING

MITCHELL D. LANSLEY
P.O. BOX 98
364 WILSON STREET
JONESBORO, AR 72401
PH: (870) 728-0777
FAX: (870) 728-0876
E-MAIL: md@mdl-ar.com



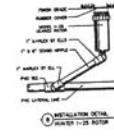
JONESBORO PARK
U.S. HWY 63
JONESBORO, ARKANSAS

Feeling
company
4471 E. MAIN STREET
JONESBORO, AR 72401
PH: (870) 728-0811
FAX: (870) 728-0776

4104 STADIUM BLVD.
JONESBORO, AR 72401
PH: (870) 728-0888
FAX: (870) 728-0888

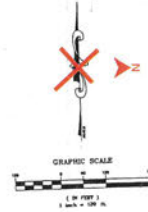
AUTOMATIC IRRIGATION SYSTEM

DATE: 28 MAR 08
PROJ:
SCALE: 1" = 50'-0"
SHEET:
IR-3
OF 5
DRAWN BY: MDL
CHECKED BY:



- ALL SLEEVING PROVIDED FOR THE IRRIGATION SYSTEM TO BE SCH40 P.V.C.
- ALL SLEEVING TO BE BURIED A MIN. OF 18" AND A MAX. OF 24" BELOW THE FURROWS GRADE. ENDS OF SLEEVING SHALL EXTEND 12" PAST THE EDGE OF ALL FURROW AND CURVES AND BE CLEARLY MARKED FOR FUTURE USE BY THE SPRINKLER SYSTEM CONTRACTOR.
- SLEEVING SIZES AS FOLLOWS:
- | | |
|-------|--------------------------|
| ===== | 6" SCH40 P.V.C. SLEEVING |
| ===== | 8" SCH40 P.V.C. SLEEVING |

AREA OF CONSTRUCTION



JONESBORO PARK

JONESBORO, ARKANSAS

U.S. HWY 63

JONESBORO, ARKANSAS

**OVERALL-PLAN
AUTOMATIC IRRIGATION SYSTEM**

IR-1

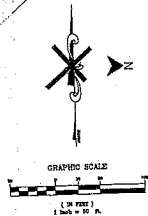
DATE:	28 MAR 1971
FACD:	DAWSON, R. L.
S/SLE:	17 A 12E
S/WET:	
CN BY:	
DESIGN BY:	

Topographical Survey of Jonesboro Park
 2000 S. 10th Street
 Jonesboro, AR 72401
 501-943-2171

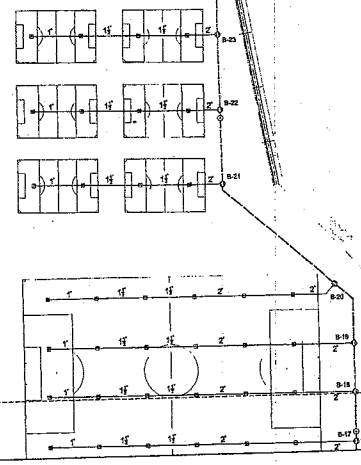
- | | |
|------------------|-------------------|
| ZONE #01 = 15gpm | ZONE #017 = 75gpm |
| ZONE #02 = 21gpm | ZONE #018 = 75gpm |
| ZONE #03 = 75gpm | ZONE #019 = 15gpm |
| ZONE #04 = 75gpm | ZONE #020 = 75gpm |
| ZONE #05 = 15gpm | ZONE #021 = 75gpm |
| ZONE #06 = 75gpm | ZONE #022 = 15gpm |
| ZONE #07 = 75gpm | ZONE #023 = 45gpm |
| ZONE #08 = 15gpm | ZONE #024 = 75gpm |
| ZONE #09 = 45gpm | ZONE #025 = 75gpm |
| ZONE #10 = 75gpm | ZONE #026 = 15gpm |
| ZONE #11 = 75gpm | ZONE #027 = 75gpm |
| ZONE #12 = 15gpm | ZONE #028 = 75gpm |
| ZONE #13 = 75gpm | ZONE #029 = 15gpm |
| ZONE #14 = 75gpm | ZONE #030 = 45gpm |
| ZONE #15 = 15gpm | ZONE #031 = 75gpm |
| ZONE #16 = 45gpm | ZONE #032 = 75gpm |

MATCHLINE SEE SHEET 1/3

1/4" = 1' SCALE



MATCHLINE SEE SHEET 1/3



MICHAEL D. LANGLEY
 P.E. 50048
 300 MONROE STREET
 JONESBORO, AR 72401
 PH: 501-943-2171
 FAX: 501-943-2172
 E-MAIL: mlangley@mdiconsulting.com

AMERICAN SOCIETY OF
 IRRIGATION CONSULTANTS
 PROFESSIONAL MEMBER



4377 E. 43RD STREET
 ALCA, AR 72211
 PH: 501-943-2171
 FX: 501-943-2172

4104 STACIA BLVD
 JONESBORO, AR 72401
 PH: 501-943-2171
 FX: 501-943-2172

AUTOMATIC IRRIGATION SYSTEM

DATE: 20 MAR 11
 REVISION:
 SCALE: 1" = 50.0'
 SHEETS:
 IR-4
 OF 6
 DRAWN BY: MDI
 CHECKED BY:

That I have prepared this plan in accordance with the provisions of the Arkansas Code, Chapter 10, Section 10-2-1, and the Arkansas Code, Chapter 10, Section 10-2-2.

APPROVED: 1
Page 1 of 1
Plan 10-10

MDL
CONSULTING

MITCHELL D. LANGLEY
P.O. BOX 983
300 MONROE STREET
JONESBORO, AR 72401
PH: 801 / 729-4277
FAX: 801 / 729-4278
Email: mdlangley@mdlconsulting.com

AMERICAN SOCIETY OF
IRRIGATION CONSULTANTS

ASPI
PROFESSIONAL MEMBER

JONESBORO PARK
U.S. HWY 63
JONESBORO, ARKANSAS

Treeking
company

4177 E. 4TH STREET
MILWAUKEE, WI 53211
PH: 262-945-4111
FAX: 262-945-2116

4104 STRAIN BLVD.
JONESBORO, AR 72401
PH: 870-935-0066
FAX: 870-935-0068

AUTOMATIC IRRIGATION SYSTEM

DATE: 28 MAR 99

REVISED:

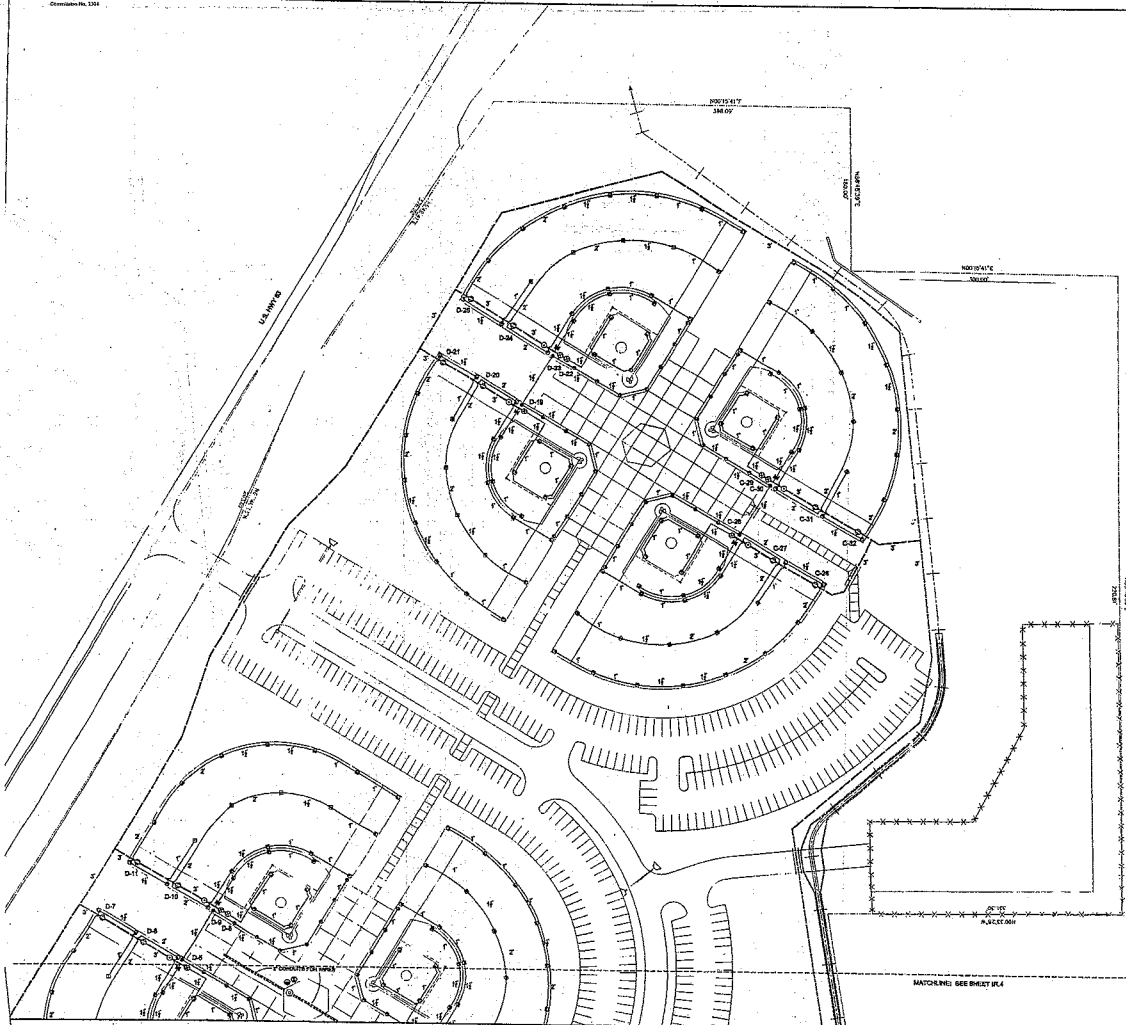
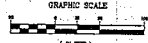
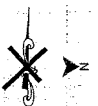
SCALE: 1" = 300'

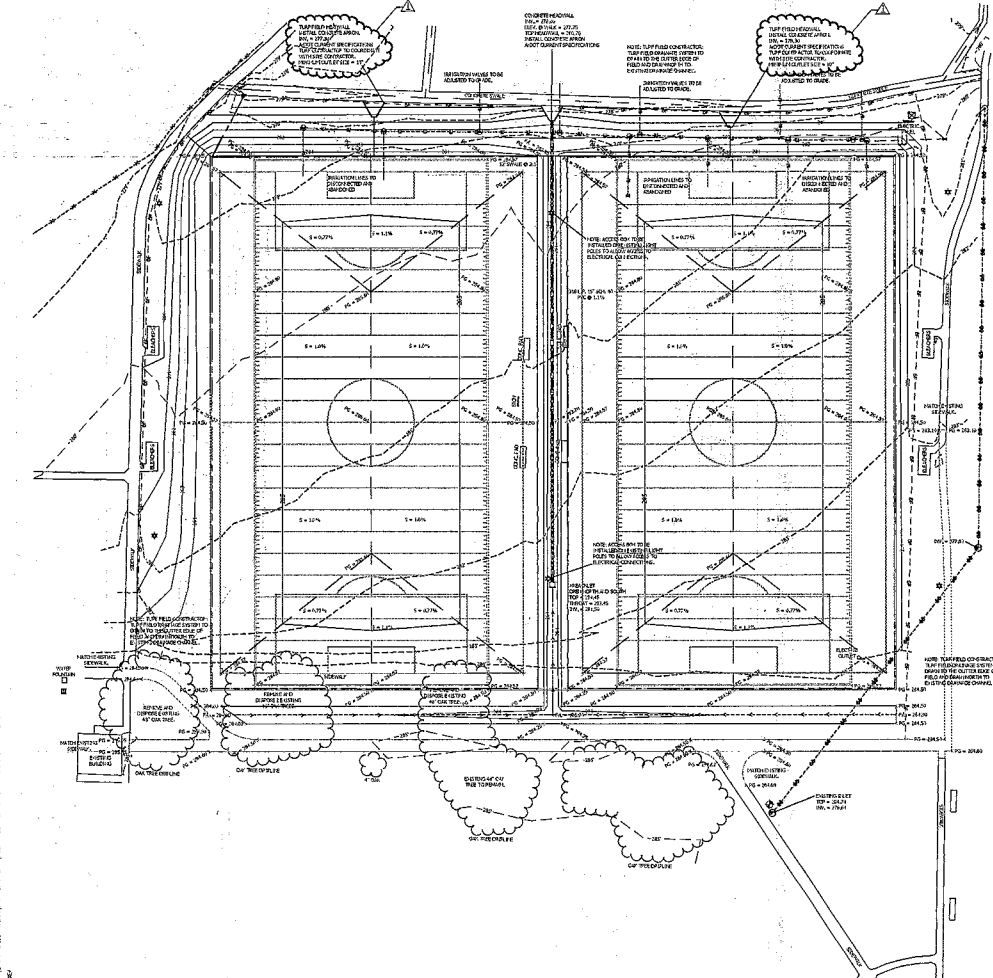
SHEET:

IR-5

OF 5

DESIGNED BY:





SITE NOTES

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL CURB RETURN ANGLES SHALL BE 5' UNLESS OTHERWISE NOTED.
3. EXISTING SITE IS GRASSY AND A ROUGH FLOOR.
4. THE GRASS SHALL BE REMOVED AND THE SOIL SHALL BE REPAIRED TO ORIGINAL CONDITION. THE SOIL SHALL BE REPAIRED TO ORIGINAL CONDITION. THE SOIL SHALL BE REPAIRED TO ORIGINAL CONDITION.
5. THE SOIL SHALL BE REPAIRED TO ORIGINAL CONDITION. THE SOIL SHALL BE REPAIRED TO ORIGINAL CONDITION. THE SOIL SHALL BE REPAIRED TO ORIGINAL CONDITION.
6. ALL EXISTING CURB SHALL BE REMOVED AND REPAIRED TO ORIGINAL CONDITION. THE SOIL SHALL BE REPAIRED TO ORIGINAL CONDITION. THE SOIL SHALL BE REPAIRED TO ORIGINAL CONDITION.
7. THE SOIL SHALL BE REPAIRED TO ORIGINAL CONDITION. THE SOIL SHALL BE REPAIRED TO ORIGINAL CONDITION. THE SOIL SHALL BE REPAIRED TO ORIGINAL CONDITION.
8. THE SOIL SHALL BE REPAIRED TO ORIGINAL CONDITION. THE SOIL SHALL BE REPAIRED TO ORIGINAL CONDITION. THE SOIL SHALL BE REPAIRED TO ORIGINAL CONDITION.
9. THE SOIL SHALL BE REPAIRED TO ORIGINAL CONDITION. THE SOIL SHALL BE REPAIRED TO ORIGINAL CONDITION. THE SOIL SHALL BE REPAIRED TO ORIGINAL CONDITION.

EROSION CONTROL MEASURES

1. THE EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION. THE EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION. THE EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION.
2. THE EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION. THE EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION. THE EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION.
3. THE EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION. THE EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION. THE EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION.
4. THE EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION. THE EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION. THE EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION.
5. THE EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION. THE EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION. THE EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION.
6. THE EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION. THE EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION. THE EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION.
7. THE EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION. THE EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION. THE EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION.
8. THE EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION. THE EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION. THE EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION.
9. THE EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION. THE EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION. THE EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION.

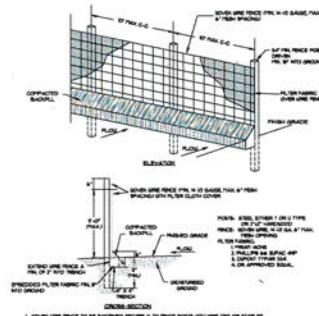
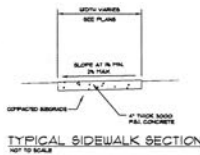
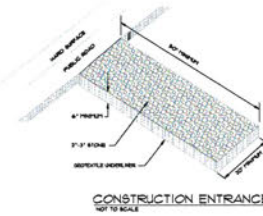
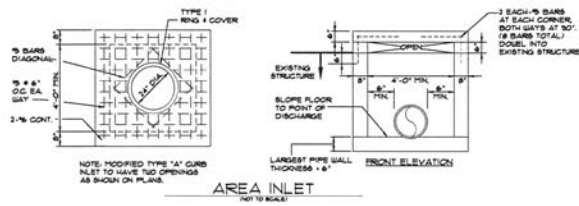
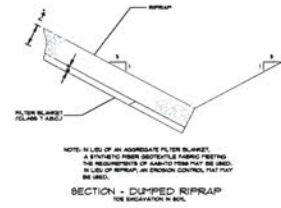
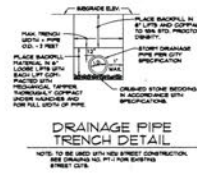
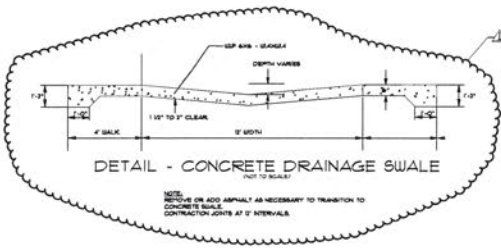
TURF RENOVATION AT JOE MACK CAMPBELL PARK
CITY OF JONESBORO
Jonesboro, Arkansas

BRACKETT KRENNERICH
architects

Project Number	2003
City	Jonesboro, Arkansas
Client	City of Jonesboro
Design	2003
Construction	2003
Final	2003



Commission Number
2003
C003
Date July 28, 2003



SILT FENCE
NOT TO SCALE



Common Number
200-1
C004
Date: 10/28/2021

TURF RENOVATION AT JOE MACK CAMPBELL PARK
CITY OF JONESBORO
Jonesboro, Arkansas

BRACKETT KRENNERICH
architects

Project Number	10000
Project Name	Turf Renovation at Joe Mack Campbell Park
Project Location	Jonesboro, Arkansas
Project Date	10/28/2021
Project Status	Final

SECTION 00 1113

ADVERTISEMENT FOR BIDS

City of Jonesboro
Bid # 2023:23

Qualified Contractors are invited to bid on a contract for **"Turf Renovation at Joe Mack Campbell Park"**. The bids shall be on a lump sum basis.

The City of Jonesboro, hereinafter termed owner, will receive bids until **2:00 p.m., Wednesday, August 16, 2023**. Bids may be mailed or delivered in care of Purchasing Agent, Steve Kent, Jonesboro City Hall, 300 South Church Street, Jonesboro, Arkansas 72401. Bids received after this time will not be accepted.

Bids will be publicly opened and read aloud at the stated time on the 1st Floor Conference Room at the Municipal Building Center, 300 South Church Street, Jonesboro, Arkansas.

Project scope consists of two full size synthetic turf soccer fields, including all site grading, irrigation modifications, concrete flatwork & drainage structures, tree removal, and minor electrical work.

Plans, specifications, bid forms, and other contract documents may be examined at the office of the architect. While contract documents can be examined at the following plan rooms, bidders should use caution in doing so:

Jonesboro Blueprint
222 Madison Street
Jonesboro, AR 72401
(870) 932-4349

Southern Reprographics
901 W. 7th Street
Little Rock, AR 72201
(501) 372-4011

Obtaining contract documents through any source other than the Design Professional or their representative(s) is not advisable due to the risks of receiving incomplete or inaccurate information. Contract documents obtained through the Design Professional or their representative(s) are considered the official version and take precedence should any discrepancies occur. The official version of the complete set of the contract documents should be examined and are obtainable from Brackett-Krennerich and Associates, P.A., 100 E. Huntington, Suite D, Jonesboro, Arkansas. General contractors may obtain two (2) complete sets of bidding documents from Brackett-Krennerich and Associates upon deposit of **\$100.00** 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 **\$50.00** per set which is refundable less cost of reproduction (**50% refundable**), and less postage/shipping costs if applicable, upon return of documents in good condition within 3 days after the bid date. No partial sets will be issued.

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

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

The City of Jonesboro encourages all small, minority, and women business enterprises submit bids for capital improvements. Encouragement is also made to all general contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

There will be a **Pre-Bid Conference** held at the site on **Wednesday, August 9, 2023**. The conference will start at exactly **2:00 p.m.** Prime contractors who arrive late or fail to attend this meeting may forfeit their bidding privilege. The owner reserves the right to waive this requirement and/or schedule additional meetings.

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

July 30, 2023
Mayor Harold Copenhaver
City of Jonesboro
(Bid # 2023:23)

SECTION 00 4100

BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

A. Owner: City of Jonesboro

1.02 FOR:

A. Turf Renovation at Joe Mack Campbell Park, Jonesboro, Arkansas

1.03 DATE: 8/16/23 (Bidder to enter date)

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

A. Bidder's Full Name MEADOWS CONTRACTORS, LLC

1. Address P.O. BOX 16540

2. City, State, Zip JONESBORO, AR 72403

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. \$ 2,357,500.00
(dollar amount to be shown numerically)

C. We have included the required security Bid Bond as required by the Instructions to Bidders.

D. All applicable federal taxes are included and State of Arkansas taxes are included in the Bid Sum.

E. All cash allowances described in Section 01 2100 are included in the bid sum.

F. We understand that the owner reserves the right to reject any and all bids and waive any informalities in the bidding.

1.06 UNIT PRICES

A. Soils Stabilization:

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

2. Add or deduct soils stabilization:

Price per cubic yard (\$ 31.00)
(dollar amount to be shown numerically)

3. Soil stabilization quantity defined on the drawings is to be in the base bid price.

1.07 ALLOWANCES

A. Allowances described in Section 01 2100 are included in the bid price.

1.08 DEDUCTIVE ALTERNATIVES

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

157,000.00
(dollar amount to be shown numerically)

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

6,600.00
(dollar amount to be shown numerically)

1.09 ACCEPTANCE

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

1.10 CONTRACT TIME/LIQUIDATED DAMAGES

- A. If this Bid is accepted, we will:
- B. Complete the work within 110 calendar days.
- C. Liquidated Damages: \$300.00 for liquidated damages will be assessed to the contractor for each calendar day that the contractor is in default after time stipulated in the contract documents.

1.10 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum or price.
 - 1. Addendum # 1 Dated 8/14/23
 - 2. Addendum # _____ Dated _____
 - 3. Addendum # _____ Dated _____
 - 4. Addendum # _____ Dated _____

1.11 LISTING OF MECHANICAL, PLUMBING, ELECTRICAL AND ROOFING WORK

- A. All mechanical, plumbing, electrical and roofing work shall be listed regardless of qualifications, licensures or work amount.
- B. Bidders should consult the project manual on how to fill out this form. Failure to fill out this form correctly shall cause the bid to be declared non-responsive and the bid will not receive consideration.
 - 1. Indicate the Name(s), License Number(s) of each entity performing the listed work and the amount:
- C. MECHANICAL (Indicative of HVACR): Name- _____
 - 1. License No. _____
 - 2. Is the amount of work \$20,000 or over: Yes ___ No ___
- D. PLUMBING: Name- _____
 - 1. License No. _____
 - 2. Is the amount of work \$20,000 or over: Yes ___ No ___
- E. ELECTRICAL: Name- _____
 - 1. License No. _____
 - 2. Is the amount of work \$20,000 or over: Yes ___ No ___

- F. ROOFING & SHEETMETAL : Name- _____
1. License No. _____
2. Is the amount of work \$20,000 or over: Yes ___ No ___

1.12 BID FORM SIGNATURE(S)

- A. Company Name: MEADOWS CONTRACTORS, LLC
B. Signature: DALE WOOD
C. Printed Name: DALE WOOD
D. Title: MEMBER
E. Business Address: P.O. Box 16540 JONESBORO, AR 72403
F. Contractor's License No. 0233000324
G. Seal if bid is by a corporation.

END OF BID FORM

TURF SUBCONTRACTOR :
GEOSURFACES

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Meadows Contractors, LLC**, PO Box 16540, Jonesboro, AR 72403

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

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

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

as Oblige, hereinafter called the Oblige, 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 **Turf Renovation at Joe Mack Campbell Park**.

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige 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 Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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 **16th** day of **August, 2023**.


(Witness)




(Witness)

Jenna Allen

Meadows Contractors, LLC
(Principal) (Seal)

(Title) MEMBER

FCCI Insurance Company
(Surety)

(Title)
Michael A. McDaniel, Attorney-in-Fact





GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Michael A. McDaniel; Richard H. Whitley; Louis G. Morgan, III; James S. Brown

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair
Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.



Dated this 16th day of August, 2023

Christopher Shoucair
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company



Bid Opening

BID TAB

Date: Wednesday, August 16, 2023
 Project: Turf Renovation at Joe Mack Campbell Park
 City of Jonesboro
 Jonesboro, Arkansas

Contractor Name	Bid Security	Add Re'vd	Base Bid	Deductive Alternates	Unit Prices	Completion Time	Subcontractors
Act Global Americas, Inc. 4201 W. Parmer Ln. Austin, TX 78727 Lic: 0395760424	5%	1. YES	\$2,559,285	1 \$ 147,582	\$17.82	110 Days	Mechanical: N/A Lic: N/A
				2 \$ 28,397			Plumbing: N/A Lic: N/A
							Electrical: N/A Lic: N/A
							Roofing & Sheet Metal: N/A Lic: N/A
Hellas Construction 12000 W. Parmer Ln. Austin, TX 78613 Lic: 0153840624	5%	1. YES	\$3,167,695	1 \$ 211,953	\$33.08	110 Days	Mechanical: N/A Lic: N/A
				2 \$ 17,256			Plumbing: N/A Lic: N/A
							Electrical: N/A Lic: N/A
							Roofing & Sheet Metal: N/A Lic: N/A
Meadows Construction PO Box 16540 Jonesboro, AR 72403 Lic: 0233000324	5%	1. YES	\$2,357,500	1 \$ 157,000	\$31.00	110 Days	Mechanical: N/A Lic: N/A
				2 \$ 6,600			Plumbing: N/A Lic: N/A
							Electrical: N/A Lic: N/A
							Roofing & Sheet Metal: N/A Lic: N/A
Nationwide Turf 3157 State Road V Valles Mines, MO 63087 Lic: 0382780524	5%	1. YES	\$2,635,900	1 \$ 219,000	\$16.50	110 Days	Mechanical: N/A Lic: N/A
				2 \$ 32,100			Plumbing: N/A Lic: N/A
							Electrical: Owens Electric, LLC Lic: 0428050324
							Roofing & Sheet Metal: N/A Lic: N/A
Wagner General Contractors., Inc. 1711 Veterans Blvd. Searcy, AR 72143 Lic: 0165491023	5%	1. YES	\$2,560,000	1 \$ 190,000	\$41.75	110 Days	Mechanical: N/A Lic: N/A
				2 \$ 30,000			Plumbing: N/A Lic: N/A
							Electrical: Michael Kee Electric Lic: 0332710324
							Roofing & Sheet Metal: N/A Lic: N/A



Bid Opening

BID TAB

Date: Wednesday, August 16, 2023
 Project: Turf Renovation at Joe Mack Campbell Park
 City of Jonesboro
 Jonesboro, Arkansas

Contractor Name	Bid Security	Add Rc'd	Base Bid	Deductive Alternates	Unit Prices	Completion Time	Subcontractors
United Turf & Track	5%	1. YES	\$2,770,000	1 \$ 246,000	\$9.90	110 Days	Mechanical: N/A Lic: N/A
PO Box 565							Plumbing: N/A Lic: N/A
Arcadia, OK 73007				2 \$ 161,000			Electrical: Centech Services, Inc. Lic: 0122330424
Lic: 0364670524							Roofing & Sheet Metal: N/A Lic: N/A


 Kyle Cook, AIA





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McDaniel-Whitley, Inc. P.O. Box 382007 Memphis TN 38183-2007	CONTACT NAME: Kelly Myers PHONE (A/C, No, Ext): (901) 881-6464 FAX (A/C, No): (901) 881-6487 E-MAIL ADDRESS: kmyers@mcwins.com
INSURED Meadows Contractors, LLC PO Box 16540 Jonesboro AR 72403	INSURER(S) AFFORDING COVERAGE INSURER A: National Trust Insurance Company NAIC # 20141 INSURER B: FCCI Insurance Company 10178 INSURER C: Bridgefield Casualty Insurance Co 10335 INSURER D: The Hanover Insurance Company INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CP10007517201	1/15/2023	1/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA10007517801	1/15/2023	1/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UM100075179	1/15/2023	1/15/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	019654326	1/15/2023	1/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Builders Risk Special Form incl Theft			YH5J554993	9/21/2023	9/21/2024	Total Limit \$2,357,500 Deductible \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Turf Renovation at Joe Mack Campbell Park

Certificate Holder & Owner(s) are listed as Additional Insured as respects to General Liability - ongoing & completed operations and Auto Liability per written contract subject to company terms and conditions. Coverage is primary and non-contributory as required by written contract. A Waiver of Subrogation applies in favor of the Additional Insureds as respects to General Liability, Auto Liability, and Workers Compensation per written contract where allowed by law. Umbrella follows form over General Liability, Auto Liability & Workers Compensation.

CERTIFICATE HOLDER

City of Jonesboro, AR
300 South Church
Jonesboro, AR 72401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
M McDaniel/MYERSK *Michael A. McDaniel*

© 1988-2014 ACORD CORPORATION. All rights reserved.

The
Hanover
Insurance Group®
IH5J554993 00

MEADOWS CONTRACTORS, LLC
OWNER AND ALL SUBS ATIMA
PO BOX 16540
JONESBORO, AR 72403

MEADOWS CONTRACTORS, LLC
OWNER AND ALL SUBS ATIMA
PO BOX 16540
JONESBORO, AR 72403

MEADOWS CONTRACTORS, LLC
OWNER AND ALL SUBS ATIMA
PO BOX 16540
JONESBORO, AR 72403

**COMMERCIAL LINES POLICY
COMMON DECLARATIONS
COMMERCIAL MARINE**

Coverage is provided in the: HANOVER INSURANCE COMPANY 440 LINCOLN STREET WORCESTER, MASSACHUSETTS 01653				
POLICY NUMBER		POLICY PERIOD		AGENCY CODE
	FROM	TO		
IH5 J554993 00	09/21/2023	09/21/2024	AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ON THE COMMON DECLARATION. 1802289	
NAMED INSURED AND MAILING ADDRESS (Street, Town or City, County, State, Zip Code)			AGENT	
MEADOWS CONTRACTORS, LLC OWNER AND ALL SUBS ATIMA PO BOX 16540 JONESBORO, AR 72403			MCDANIEL-WHITLEY, INC. PO BOX 382007 GERMANTOWN, TN 38183	
DESCRIPTION OF BUSINESS <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other: Business Description: BUILDERS RISK				
IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY. THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S) FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.				
			PREMIUM	
• Commercial Property Coverage Part			\$	
• Commercial Crime Coverage Part			\$	
• Commercial Inland Marine Coverage Part.....			\$2,593.00	
• Boiler and Machinery Coverage Part			\$	
• Ocean Marine			\$	
• Terrorism			\$26.00	
PREMIUM <input checked="" type="checkbox"/> The total premium of \$2,619.00 is due at inception <input type="checkbox"/> The total premium includes a deposit premium subject to adjustment			PAYMENT PLAN: Agency Bill/Full Paid	
See list of Form (s) and Endorsement(s) applicable to all Coverage Part(s) and made a part of this policy at time of issue.				

Countersigned:

By _____
Authorized Representative

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PARTS COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Includes copyrighted material of Insurance Services Office, Inc., with permission, Copyright, Insurance Services Office, Inc., 1983, 1984

FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS AND MADE A PART OF THIS POLICY AT TIME OF ISSUE

Form Number	Edition Date	Form Name
Common Forms applicable to All Coverages		
IM 201	05-08	Commercial Marine - Reporting Claims
IM441-1644	05-22	Builders Risk Notice To Policyholder
231-0862	12-14	Customer Notice Of Privacy And Producer Compensation Practices Disclosures
IM441-1045	01-12	Minimum Earned Premium
401-1127	01-15	Notice - Acceptance Of Terrorism Coverage and Disclosure Of Premium
401-1374	01-15	Disclosure Pursuant To Terrorism Risk Insurance Act
CL 06 00	01-15	Certified Terrorism Loss
CM 00 01	09-04	Commercial Inland Marine Conditions
IL 00 17	11-98	Common Policy Conditions
IL 01 63	10-17	Arkansas Changes
IL 02 31	10-22	Arkansas Changes - Cancellation and Nonrenewal
IL 09 35	07-02	Exclusion of Certain Computer-Related Losses
IM441-1636	01-20	Additional Property Not Covered Endorsement - Project Type
231-1019	11-20	Policyholder Notice for Arkansas
401-1337	02-16	Trade Or Economic Sanctions Endorsement
401-1377	06-20	Company Address Listing
SIG 11 00	11-17	Signature Page
Builders Risk Forms		
IM441-1359	08-16	Builders' Risk Schedule of Coverages
IM441-1352	01-20	Builders' Risk Coverage Form
IM441-1381	06-13	Exclusion Of Loss Due To Virus Or Bacteria



Commercial Marine REPORTING CLAIMS

In the event of a claim losses must be reported by the insured or agent immediately through our National Claims Reporting Line @ 1-800-628-0250.

The caller then presses 2. This delivers the call to our Customer Care Team. Our representative will take the loss report and assign an adjuster.

Losses can also be faxed to us @ 1-800-399-4734.

BUILDERS' RISK IMPORTANT NOTICE TO POLICYHOLDERS

THIS DISCLOSURE DOES NOT PROVIDE COVERAGE NOR DOES THIS NOTICE REPLACE ANY PROVISIONS OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS NOTICE, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

This notice is to advise you that your Builders' Risk policy is a set term policy and is not automatically extended. The coverage provided under the Builders' Risk Coverage Form will cease as of the expiration date.

We understand that an extension of coverage may be necessary in order to complete the Builders' Risk project. This may be a result of design changes, permitting, weather delays or problems with suppliers or material deliveries. An extension questionnaire with key questions will be issued and we ask that you work with your agent on answering those questions if an extension is necessary. Upon receipt of the completed questionnaire we will review, evaluate and determine if an extension is granted. If we do not receive the questionnaire we are unable to offer an extension.

Customer Notice of Privacy Policy and Producer Compensation Practices Disclosures

Privacy Policy Disclosure

Collection of Information

We collect personal information so that we may offer quality products and services. This information may include, but is not limited to, name, address, Social Security number, and consumer reports from consumer reporting agencies in connection with your application for insurance or any renewal of insurance. For example, we may access driving records, insurance scores or health information. Our information sources will differ depending on your state and/or the product or service we are providing to you. This information may be collected directly from you and/or from affiliated companies, non-affiliated third parties, consumer reporting agencies, medical providers and third parties such as the Medical Information Bureau.

We, and the third parties we partner with, may track some of the web pages you visit through cookies, pixel tagging or other technologies. We currently do not process or comply with any web browser's "do not track" signals or similar mechanisms that request us to take steps to disable online tracking. For additional information regarding online privacy, please see our online privacy statement, located at www.hanover.com.

Disclosure of Information

We may disclose non-public, personal information you provide, as required to conduct our business and as permitted or required by law. We may share information with our insurance company affiliates or with third parties that assist us in processing and servicing your account. We also may share your information with regulatory or law enforcement agencies, reinsurers and others, as permitted or required by law.

Our insurance companies may share information with their affiliates, but will not share information with non-affiliated third parties who would use the information to market products or services to you.

Our standards for disclosure apply to all of our current and former customers.

Safeguards to Protect Your Personal Information

We recognize the need to prevent unauthorized access to the information we collect, including information held in an electronic format on our computer systems. We maintain physical, electronic and procedural safeguards intended to protect the confidentiality and integrity of all non-public, personal information, including but not limited to social security numbers, driver's license numbers and other personally identifiable information.

Internal Access to Information

Access to personal, non-public information is limited to those people who need the information to provide our customers with products or services. These people are expected to protect this information from inappropriate access, disclosure and modification.

Consumer Reports

In some cases, we may obtain a consumer report in connection with an application for insurance. Depending on the type of policy, a consumer report may include information about you or your business, such as:

- character, general reputation, personal characteristics, mode of living;
- credit history, driving record (including records of any operators who will be insured under the policy); and/or
- an appraisal of your dwelling or place of business that may include photos and comments on its general condition.

Access to Information

Upon written request, we will inform you if we have ordered an investigative consumer report. You have the right to make a written request within a reasonable period for information concerning the nature and scope of the report and to be interviewed as part of its preparation. You may obtain a copy of the report from the reporting agency and, under certain circumstances, you may be entitled to a copy at no cost.

You also may review certain information we have about you or your business in our files. To review information we maintain in our files about you or your business, please write to us, providing your complete name, address and policy number(s), and indicating specifically what you would like to see. If you request actual copies of your file, there may be a nominal charge.

We will tell you to whom we have disclosed the information within the two years prior to your request. If there is not a record indicating that the information was provided to another party, we will tell you to whom such information is normally disclosed.

There is information that we cannot share with you. This may include information collected in order to evaluate a claim under an insurance policy, when the possibility of a lawsuit exists. It may also include medical information that we would have to forward to a licensed medical doctor of your choosing so that it may be properly explained.

Correction of Information

If after reviewing your file you believe information is incorrect, please write to the consumer reporting agency or to us, whichever is applicable, explaining your position. The information in question will be investigated. If appropriate, corrections will be made to your file and the parties to whom the incorrect information was disclosed, if any, will be notified. However, if the investigation substantiates the information in the file, you will be notified of the reasons why the file will not be changed. If you are not satisfied with the evaluation, you have the right to place a statement in the file explaining why you believe the information is incorrect. We also will send a copy of your statement to the parties, if any, to whom we previously disclosed the information and include it in any future disclosures.

Our Commitment to Privacy

In the insurance and financial services business, lasting relationships are built upon mutual respect and trust. With that in mind, we will periodically review and revise our privacy policy and procedures to ensure that we remain compliant with all state and federal requirements. If any provision of our privacy policy is found to be non-compliant, then that provision will be modified to reflect the appropriate state or federal requirement. If any modifications are made, all remaining provisions of this privacy policy will remain in effect. For more detailed information about our customer privacy policy (including any applicable state-specific policies) and our online privacy statement, visit our Web site, located at www.hanover.com.

Further Information

If you have questions about our customer privacy policy (including any applicable state-specific policies) or our online privacy statement, or if you would like to request information we have on file, please write to us at our Privacy Office, N435, The Hanover Insurance Group, Inc., 440 Lincoln Street, Worcester, MA 01653. Please provide your complete name, address and policy number(s). A copy of our Producer Compensation Disclosure is also available upon written request addressed to the attention of the Corporate Secretary, N435, The Hanover Insurance Group, 440 Lincoln Street, Worcester, MA 01653.

Producer Compensation Disclosure

Our products are sold through independent agents and brokers, often referred to as "Producers." We may pay Producers a fixed commission for placing and renewing business with our company. We may also pay additional commission and other forms of compensation and incentives to Producers who place and maintain their business with us. Details of our Producer compensation practices may be found at www.hanover.com.

This notice is being provided on behalf of the following Hanover Companies: The Hanover Insurance Group, Inc. - Allmerica Financial Alliance Insurance Company - Allmerica Financial Benefit Insurance Company - Allmerica Plus Insurance Agency, Inc. - Citizens Insurance Company of America - Citizens Insurance Company of Illinois - Citizens Insurance Company of the Midwest - Citizens Insurance Company of Ohio - Citizens Management, Inc. - AIX Ins. Services of California, Inc. - Campania Insurance Agency Co. Inc. - Campmed Casualty & Indemnity Co. Inc. - Chaucer Syndicates Limited- Educators Insurance Agency, Inc.- Hanover Specialty Insurance Brokers, Inc. - The Hanover American Insurance Company - The Hanover Insurance Company - The Hanover New Jersey Insurance Company - The Hanover National Insurance Company - Hanover Lloyd's Insurance Company - Massachusetts Bay Insurance Company - Opus Investment Management, Inc. - Professionals Direct Insurance Services, Inc. -Professional Underwriters Agency, Inc. - Verlan Fire Insurance Company - Nova Casualty Company - AIX Specialty Insurance Company.

IM441-1045 01 12

This endorsement changes
"your" policy
-- PLEASE READ THIS CAREFULLY --

Minimum Earned Premium

(The entries required to complete this endorsement
will be shown below or on the "schedule of coverages".)

In the event of cancellation of this policy or reduction in coverage by "you" the minimum earned premium is \$500.

Minimum earned premium is the minimum premium "we" will retain regardless of the cancellation or amendment date of "your" policy.

If "your" policy includes reporting conditions the cancellation or amendment of the policy does not waive "your" reporting requirements as stated in "your" policy.

THIS NOTICE IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT, AS AMENDED. THIS NOTICE DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THIS POLICY. IF THERE IS A CONFLICT BETWEEN THIS NOTICE AND THE POLICY, THE PROVISIONS OF THE POLICY SHALL APPLY.

NOTICE – ACCEPTANCE OF TERRORISM COVERAGE AND DISCLOSURE OF PREMIUM

Schedule

Disclosure of Premium:	
Total Terrorism Premium	\$ 26.00
Fire Following Premium	\$ Not Applicable
Other than Fire Following Premium	\$ 26.00

Coverage for "acts of terrorism," as defined in Section 102(1) of the Terrorism Risk Insurance Act ("Act") is included in your policy. You are hereby notified that under the Act, as amended in 2015, the definition of "act of terrorism" is:

Any act or acts that are certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion.

Disclosure of Federal Participation in Payment of Terrorism Losses

The United States government through the Department of the Treasury may pay a share of terrorism losses insured under the federal program under a formula set forth in the Act. Under this formula, the United States government generally reimburses the following percentage of covered terrorism loss which exceeds the statutorily established deductible paid by the insurance company providing the coverage: 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; and 80% beginning on January 1, 2020.

Cap on Insurer Participation in Payment of Terrorism Losses

The Act contains a \$100 billion cap that limits the reimbursement by the United States government as well as insurers' liability for losses resulting from certified acts of terrorism. If the aggregate of insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Act, we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. In such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

THIS NOTICE IS PROVIDED IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS NOTICE DOES NOT GRANT COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF COVERAGE UNDER THE POLICY. IF THERE IS A CONFLICT BETWEEN THIS NOTICE AND THE POLICY, THE PROVISIONS OF THE POLICY SHALL APPLY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Schedule

Disclosure of Premium:	
Total Terrorism Premium	\$ 26.00
Fire Following Premium	\$ Not Applicable
Other than Fire Following Premium	\$ 26.00

Disclosure of Terrorism Coverage Available

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from "acts of terrorism" defined in Section 102(1) of the Act as follows:

Any act or acts that are certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion.

The premium charged for this coverage is provided in the Schedule above and does not include any charges for the portion of loss that may be covered by the Federal Government as described below.

Your policy may contain other exclusions which could affect your coverage, such as an exclusion for Nuclear Events or Pollution. **Please read your policy carefully.**

Note for Commercial Property or Commercial Inland Marine Policyholders in Standard Fire States:

In your state, a terrorism exclusion makes an exception for (and therefore provides coverage for) fire losses resulting from an act of terrorism. If you reject the offer of terrorism coverage, therefore, that rejection does not apply to fire losses resulting from an act of terrorism. Coverage for such fire losses will be provided in your policy. The additional premium just for such fire coverage is shown in the Schedule above.

Disclosure of Federal Participation in Payment of Terrorism Losses

The United States government through the Department of the Treasury may pay a share of terrorism losses insured under the federal program under a formula set forth in the Act. Under this formula, the United States government generally reimburses the following percentage of covered terrorism loss which exceeds the statutorily established deductible paid by the insurance company providing the coverage: 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; and 80% beginning on January 1, 2020.

Cap on Insurer Participation in Payment of Terrorism Losses

The Act contains a \$100 billion cap that limits the reimbursement by the United States government as well as insurers' liability for losses resulting from certified acts of terrorism. If the aggregate of insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Act, we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. In such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Rejection of Terrorism Insurance Coverage

☐ I decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Applicant/Policyholder Signature

Print Name

Date

Hanover Insurance

Insurance Company

IH5 J554993 00

Quote or Policy Number

BUILDERS' RISK SCHEDULE OF COVERAGES**Description of Covered Property:**

The following "Building(s) or Structure(s)" under course of construction are covered:

A 1 STORY NON-COMBUSTIBLE BUILDING(S) UNDER CONSTRUCTION AT 3021 DAN AVE.
JONESBORO, AR. 72401 TO BE OCCUPIED AS A COMMERCIAL STRUCTURE.

Limits of Insurance**Limit**

☐ If checked, see **Multiple Locations Limits Schedule** for applicable limits

Limit for any one "Building or Structure"

\$2,357,500

Limit for All "Buildings or Structures" at Any One Job Site

\$2,357,500

Covered Property in Transit

\$100,000

Covered Property in Temporary Storage or Off Site Fabrication

\$100,000

Trees, Plants, Lawns and Shrubs

\$25,000

Premium:

Annual Premium

\$2,593

Term Premium

Additional Coverages:

Business Personal Property

\$10,000

Construction Trailers and Contents at Job Site

\$50,000

Contract Penalty Coverage

\$25,000

Debris Removal – Additional Limits

\$50,000

Emergency Removal to Preserve Covered Property

\$10,000

Expediting Expense

\$100,000

Expenses to Re-Erect Undamaged Scaffolding, Fences and Signs

Covered

Fire Suppression Equipment Recharging

\$50,000

Fungus, Wet Rot, Dry Rot and Bacteria

\$100,000

Insufficiency of Limit	10% of Limit of Insurance / \$1,000,000 maximum
Key Coverage	<u>\$2,500</u>
Loss Adjustment Expense	<u>\$5,000</u>
Ordinance or Law Coverage:	
Undamaged portions of the Building or Structure	Included in Building or Structure Limit
Demolition Costs and Increased Cost of Construction	<u>\$1,000,000</u>
Police and Fire Department Service Charge	<u>\$50,000</u>
Pollutant Clean Up and Removal	<u>\$25,000</u>
Reward Payment	<u>\$10,000</u>
Sewer and Drain Back Up	<u>\$50,000</u>
Valuable Papers and Records	<u>\$50,000</u>

Coverage Option -- Equipment Breakdown and Testing

Equipment Breakdown and Testing is not automatically provided. Coverage is only provided when we indicate that coverage is provided below.

☒ Equipment Breakdown and Testing is covered.

☒ Property Damage Limits \$2,357,500

☐ Delay in Completion Coverage Limits NOT COVERED

☒ Equipment Breakdown and Testing Pollutants \$50,000

Optional Coverages:

The following coverages are only applicable when we indicate that coverage is provided below.

☐ Delay in Completion Coverage:

Soft Costs limit NOT COVERED

Loss of Business Income limit NOT COVERED

Loss of Rental Income limit NOT COVERED

\$2,500

 # of Days

\$_____

\$ _____

\$ _____

Other Terms & Conditions

PERMISSION TO OCCUPY:

When indicated below, Clause **F.3.f** of the Builder's Risk Coverage Form is not applicable.

☒ **Permission to Occupy is granted**

CERTIFIED TERRORISM LOSS

1. The following definitions are added:

- a. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States:

- 1) to be an act of terrorism;
- 2) to be a violent act or an act that is dangerous to human life, property, or infrastructure;
- 3) to have resulted in damage:

- a) within the United States; or
- b) to an air carrier (as defined in section 40102 of title 49, United States Code); to a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States); regardless of where the loss occurs; or at the premises of any United States mission;

- 4) to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion; and
- 5) to have resulted in insured losses in excess of five million dollars in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act, as amended.

- b. "Certified terrorism loss" means loss that results from a "certified act of terrorism".

2. The "terms" of any terrorism exclusion that is part of or that is attached to this Coverage Part are amended by the following provision:

This exclusion does not apply to "certified terrorism loss".

3. The following provision is added.

If the Secretary of the Treasury determines that the aggregate amount of "certified terrorism loss" has exceeded one hundred billion dollars in a calendar year (January 1 through December 31), and "we" have met "our" insurer deductible under the Terrorism Risk Insurance Act, as amended, "we" will not pay for any portion of "certified terrorism loss" that exceeds one hundred billion dollars. If the "certified terrorism loss" exceeds one hundred billion dollars in a calendar year (January 1 through December 31), losses up to one hundred billion dollars are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury under the Terrorism Risk Insurance Act, as amended.

4. The following provisions are added.

- a. Neither the "terms" of this endorsement nor the "terms" of any other terrorism endorsement attached to this Coverage Part provide coverage for any loss that would otherwise be excluded by this Coverage Part under:

- 1) exclusions that address war, military action, or nuclear hazard; or
- 2) any other exclusion; and

- b. the absence of any other terrorism endorsement does not imply coverage for any loss that would otherwise be excluded by this Coverage Part under:

- 1) exclusions that address war, military action, or nuclear hazard; or
- 2) any other exclusion.

COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

C. Duties In The Event Of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.

10. Cooperate with us in the investigation or settlement of the claim.

D. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:

- a. We have reached agreement with you on the amount of the loss; or
- b. An appraisal award has been made.

6. We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. Pair, Sets Or Parts

1. Pair Or Set

In case of loss or damage to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

2. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

I. Reinstatement Of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

J. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance; or
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you.

This will not restrict your insurance.

GENERAL CONDITIONS

A. Concealment, Misrepresentation Or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. Control Of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

D. No Benefit To Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

E. Policy Period, Coverage Territory

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

F. Valuation

The value of property will be the least of the following amounts:

1. The actual cash value of that property;

2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART

A. When this endorsement is attached to the Standard Property Policy **CP 00 99**, the term Coverage Part in this endorsement is replaced by the term Policy.

B. The following is added to the Common Policy Conditions:

Multiyear Policies

We may issue this policy for a term in excess of 12 months with the premium adjusted on an annual basis in accordance with our rates and rules.

C.1. Except as provided in **C.2.** below, the **Appraisal** Condition, if any, is replaced by the following:

- a.** If we and you disagree on the value of the property or the amount of loss ("loss"), either party may make a written request for an appraisal of the loss ("loss"). However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss ("loss") appraised. If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss ("loss"). If they fail to agree, they will submit their differences to the umpire.
- b.** An appraisal decision will not be binding on either party.
- c.** If there is an appraisal, we will still retain our right to deny the claim.

d. Each party will:

- (1)** Pay its chosen appraiser; and
- (2)** Bear the other expenses of the appraisal and umpire equally.

C.2. The **Appraisal** Condition in Business Income Coverage Form (And Extra Expense) **CP 00 30**, Business Income Coverage Form (Without Extra Expense) **CP 00 32** and Capital Assets Program Coverage Form (Output Policy) **OP 00 01**, Paragraph **A.7. Business Income And Extra Expense**, is replaced by the following:

- a.** If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either party may make a written request for an appraisal of the loss. However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire.
- b.** An appraisal decision will not be binding on either party.
- c.** If there is an appraisal, we will still retain our right to deny the claim.

d. Each party will:

- (1) Pay its chosen appraiser; and
- (2) Bear the other expenses of the appraisal and umpire equally.

D.1. This Paragraph D.2. does not apply to the following:

Farm Liability Coverage Form

Legal Liability Coverage Form

2. The two-year limitation in the Legal Action Against Us Condition is changed to five years.

E.1. This Paragraph E.2. does not apply to the following:

Crime and Fidelity Coverage Part

Farm Liability Coverage Form

Legal Liability Coverage Form

Mortgageholders Errors And Omissions Coverage Form

2. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

We will be entitled to recovery only after the insured ("insured") has been fully compensated for the loss ("loss") or damage sustained.

F. The following is added to the **Transfer Of Your Rights Of Recovery Against Others To Us** Condition for the Crime and Fidelity Coverage Part:

Notwithstanding the procedures set forth in the **Recoveries** Condition, we will be entitled to recovery only after the insured has been fully compensated for the loss sustained.

G. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition in Legal Liability Coverage Form **CP 00 40** and Mortgageholders Errors And Omissions Coverage Form **CP 00 70**:

We will be entitled to recovery only after the insured has been fully compensated for the loss or damage sustained, including expenses incurred in obtaining full compensation for the loss or damage.

H. In accordance with ARK. CODE ANN. § 23-88-106, we are providing notice of the following:

Unless otherwise provided by this policy, we may deduct expense depreciation. Expense depreciation is defined as depreciation, including but not limited to the cost of goods, materials, labor and services necessary to replace, repair or rebuild damaged property.

If expense depreciation is applied to a loss for damaged property, the insurer shall provide a written explanation as to how the expense depreciation was calculated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:

2.a. Subject to Paragraph 2.b., we may cancel this policy by mailing or delivering to the first Named Insured and any lienholder or loss payee named in the policy written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation, stating the reason for cancellation, if we cancel for nonpayment of premium; or
- (2) 20 days before the effective date of cancellation if we cancel for any other reason.

b. The following applies to the Farm Umbrella Liability Policy, Commercial Liability Umbrella Coverage Part and the Commercial Automobile Coverage Part:

We may cancel this policy by mailing or delivering to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation, stating the reason for cancellation, if we cancel for nonpayment of premium; or

- (2) 20 days before the effective date of cancellation if we cancel for any other reason.

c. If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
- (4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
- (5) Nonpayment of membership dues in those cases where our bylaws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or

- (6) A material violation of a material provision of the policy.

B. Paragraph 5. of the Cancellation Common Policy Condition is replaced by the following:

- 5.a.** If this policy is cancelled, we will send the first Named Insured any premium refund due.
- b.** We will refund the pro rata unearned premium if the policy is:
- (1) Cancelled by us or at our request;
 - (2) Cancelled but rewritten with us or in our company group;
 - (3) Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or
 - (4) Cancelled after the first year of a prepaid policy that was written for a term of more than one year.
- c.** If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in **b.(2), (3) or (4)** above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.
- d.** The cancellation will be effective even if we have not made or offered a refund.
- e.** If the first Named Insured cancels the policy, we will retain no less than \$100 of the premium, subject to the following:
- (1) We will retain no less than \$250 of the premium for the Equipment Breakdown Coverage Part.
 - (2) We will retain the premium developed for any annual policy period for the General Liability Classifications, if any, shown in the Declarations.
 - (3) If the Commercial Auto Coverage Part covers only snowmobiles or golfmobiles, we will retain \$100 or the premium shown in the Declarations, whichever is greater.

- (4) If the Commercial Auto Coverage Part covers an "auto" with a mounted amusement device, we will retain the premium shown in the Declarations for the amusement device and not less than \$100 for the auto to which it is attached.

C. Paragraph g. of the Mortgageholders Condition, if any, is replaced by the following:

- g.** If we elect not to renew this policy, we will give written notice to the mortgageholder:
- (1) As soon as practicable if nonrenewal is due to the first Named Insured's failure to pay any premium required for renewal; or
 - (2) At least 60 days before the expiration date of this policy if we nonrenew for any other reason.

D. The following condition is added and supersedes any other provision to the contrary:

Nonrenewal

1. If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations, and to any lienholder or loss payee named in the policy, written notice of nonrenewal at least 60 days before:
 - a.** Its expiration date; or
 - b.** Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.However, we are not required to send this notice if nonrenewal is due to the first Named Insured's failure to pay any premium required for renewal. The provisions of this Paragraph 1. do not apply to any mortgageholder.
2. We will mail our notice to the first Named Insured's mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
STANDARD PROPERTY POLICY

- A.** We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.
- 1.** The failure, malfunction or inadequacy of:
 - a.** Any of the following, whether belonging to any insured or to others:
 - (1)** Computer hardware, including microprocessors;
 - (2)** Computer application software;
 - (3)** Computer operating systems and related software;
 - (4)** Computer networks;
 - (5)** Microprocessors (computer chips) not part of any computer system; or
 - (6)** Any other computerized or electronic equipment or components; or
 - b.** Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.1.a.** of this endorsement;
- due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.
- 2.** Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.1.** of this endorsement.
- B.** If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:
- 1.** In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or
 - 2.** Under the Commercial Property Coverage Part:
 - a.** In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss – Special Form; or
 - b.** In a Covered Cause of Loss under the Causes Of Loss – Basic Form or the Causes Of Loss – Broad Form;
- we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, or Covered Cause of Loss.
- C.** We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL PROPERTY NOT COVERED ENDORSEMENT – PROJECT TYPE

This endorsement modifies insurance under the following:

BUILDERS' RISK COVERAGE FORM

The following property is added to **A. COVERAGE, 2. Property Not Covered:**

Bridges, dams, piers, wharves, towers, wind turbines, air supported structures, and utility projects (gas, electric, steam, power generation and electrical distribution), laboratories or clean rooms.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED

IMPORTANT POLICYHOLDER INFORMATION FOR ARKANSAS INSUREDS

In accordance with Arkansas Act 197 of 1987, the following information is provided:

The name, address and phone number of your agent or agency is printed on the Declarations page of your policy. Please contact your agent if you require assistance, have a question on your policy or have a complaint. Should you require further assistance, the following sources may be able to help you:

The Hanover Insurance Group's policyholder/customer service office for all policies issued in Arkansas or covering risks or residents of that state is:

Policyholder/Customer Service Department
The Hanover Insurance Group
440 Lincoln Street
Worcester, MA 01653
(800) 922-8427

Policyholders have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at:

Arkansas Insurance Department
1 Commerce Way, Suite 102
Little Rock, AR 72202

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

IMPORTANT INFORMATION ABOUT YOUR INSURANCE COMPANY

The Home Office address for the Insurance Company shown on the policy Declarations page is:

Allmerica Financial Alliance Insurance Company
(A Stock Company)
440 Lincoln Street
Worcester, MA 01653-0002

The Hanover American Insurance Company
(A Stock Company)
440 Lincoln Street
Worcester, MA 01653-0002

Allmerica Financial Benefit Insurance Company
(A Stock Company)
440 Lincoln Street
Worcester, MA 01653-0002

The Hanover Insurance Company
(A Stock Company)
440 Lincoln Street
Worcester, MA 01653-0002

Campmed Casualty & Indemnity Company, Inc.
(A Stock Company)
440 Lincoln Street
Worcester, MA 01653-0002

The Hanover Casualty Company
(A Stock Company)
440 Lincoln Street
Worcester, MA 01653-0002

Citizens Insurance Company of America
(A Stock Company)
808 North Highlander Way
Howell, MI 48843-1070

Massachusetts Bay Insurance Company
(A Stock Company)
440 Lincoln Street
Worcester, MA 01653-0002

Citizens Insurance Company of Illinois
(A Stock Company)
333 West Pierce Road, Suite 300
Itasca, IL 60143-3114

The Hanover New Jersey Insurance Company
(A Stock Company)
440 Lincoln Street
Worcester, MA 01653-0002

Citizens Insurance Company of the Midwest
(A Stock Company)
9229 Delegates Row, Suite 100
Indianapolis, IN 46240-3824

Verlan Fire Insurance Company
(A Stock Company)
440 Lincoln Street
Worcester, MA 01653-0002

Citizens Insurance Company of Ohio
(A Stock Company)
4400 Easton Commons Way, Suite 125
Columbus, OH 43219-6223

Nova Casualty Company
(A Stock Company)
440 Lincoln Street
Worcester, MA 01653-0002

BUILDERS' RISK COVERAGE FORM

Various provisions in this policy restrict coverage. Please read this policy carefully to determine rights, duties and to determine what is and what is not covered.

Throughout this policy, the words "you" and "yours" refer to the Named Insured shown on the Declarations. The words "we", "us", and "ours" refer to the Company providing the insurance.

Other words and phrases used in this Coverage Form have special meanings. These words or phrases will be shown within quotation marks. Refer to section **G. DEFINITIONS** to determine these special meanings.

A. COVERAGE

We will pay for direct physical "loss" to Covered Property caused by or resulting from any Covered Causes of Loss unless the "loss" is excluded or subject to limitations.

1. Covered Property

- a. "Buildings or structures" in the course of construction with "construction class" indicated and described on the "schedule of coverages";
- b. Construction materials and supplies that will become a permanent part of the completed "buildings or structures" while located at the described construction site or while;
 - (1) In transit; or
 - (2) While being fabricated or in temporary storage at any location other than the construction site described on the "schedule of coverages";
- c. "Temporary structures"; and
- d. Trees, plants, lawns or shrubs that are, or will become, permanently installed by you at the described construction site. We also cover trees, plants, lawns or shrubs while in transit or in temporary storage.

Covered Property described in section **A. COVERAGE, 1. Covered Property** includes your property and the property of others in your care, custody and control for which you are legally liable.

2. Property Not Covered

Covered Property does not include:

- a. Any "pre-existing structure";
- b. Water or land, including land on which Covered Property is located;
- c. Self-propelled vehicles, aircraft or watercraft; contractors' equipment, construction trailers and their contents;
- d. Accounts, bills, currency, deeds, evidences of debt, manuscripts, money, notes, securities, stamps or tickets;
- e. "Valuable papers and records"; or
- f. Contraband or property in the course of illegal transport or trade.

3. Covered Causes of Loss

Covered Cause of Loss means direct physical "loss" caused by or resulting from any cause except those causes of "loss" listed in section **B. EXCLUSIONS** of this Coverage Form.

4. Additional Coverages

a. Business Personal Property

We will pay for direct physical "loss" to your "business personal property" located at your construction site caused by or resulting from a Covered Cause of Loss. We cover such property only if it will not become a permanent part of the "buildings or structures" in the course of construction. The most that we will pay for "loss" in any one occurrence is \$10,000.

b. Construction Trailers and Contents at Job Site

We will pay for direct physical "loss" to your owned or leased job site construction trailers and your contents within those trailers caused by or resulting from a Covered Cause of Loss but coverage only

applies when such property is located at the construction site described on the "schedule of coverages". The most we pay for "loss" to Construction Trailers and Contents at Job Site in any one occurrence is \$50,000.

This Additional Coverage cannot be combined with Additional Coverage Business Personal Property.

c. Contract Penalty Coverage

We will pay to cover the "contract penalties" that you incur.

We only cover contract penalties that result from direct physical "loss" to Covered Property caused by or resulting from a Covered Cause of Loss.

The most that we will pay for all "loss" for Contract Penalty in any one occurrence or all occurrences at any one construction site is \$25,000.

d. Debris Removal

Following a covered "loss", we will pay your expenses to remove debris of Covered Property covered by this Coverage Form. The "loss" must occur during the policy period. We will pay your debris removal expenses only if they are reported to us in writing within 180 days of the date of the direct physical "loss". The most that we will pay is 25% of the amount that we pay for the direct physical "loss", prior to the application of the policy deductible. Any payment is included within and will not increase the applicable Limit of Insurance.

However, when the debris removal expense is greater than the amount determined above, or when the sum of debris removal expense and the amount we pay for the direct physical "loss" to Covered Property is greater than the applicable Limit of Insurance shown on the "schedule of coverages", we will pay up to an additional \$75,000 for debris removal expense.

This Additional Coverage does not apply to expenses to:

- (1) Extract "pollutants" from land or water; or
- (2) Remove, restore or replace polluted water or land.

e. Emergency Removal to Preserve Covered Property

If it is necessary to move Covered Property that will become a permanent part of the "buildings or structures" from the construction site described on the "schedule of coverages" or from site of fabrication or temporary storage to preserve it from "loss" from a Covered Cause of Loss, we will pay reasonable expenses that you incur to move or store covered property.

The most we will pay in any one occurrence for Emergency Removal to Preserve Covered Property is \$10,000. Subject to this sub limit of insurance, we will provide up to 90 days of storage charges.

No deductible applies to this Additional Coverage.

f. Expediting Expense

In the event of direct physical "loss" to Covered Property by a Covered Cause of Loss, we will pay the reasonable and necessary expenses you incur to expedite the temporary repair and the permanent repair or replacement of that Covered Property including additional overtime wages and express or other rapid means of transportation.

The most that we will pay in any one occurrence for Expediting Expense is \$100,000.

g. Expenses to Re-erect Undamaged Scaffolding, Fences and Signs

We will pay reasonable expenses that you incur to re-erect or re-install undamaged property covered within the scope of Covered Property, Clause A. **COVERAGE, 1. Covered Property**, paragraph c. above, that must be re-erected or re-installed as a result of a Covered Cause of Loss.

The most we pay in any one occurrence for Expenses to Re-Erect Undamaged Scaffolding, Fences and Signs is \$10,000.

h. Fire Suppression Equipment Recharging

We will pay reasonable expenses you incur to recharge permanent or temporary "fire protection equipment" located in the covered "buildings or structures" or at the construction site described on the "schedule of coverages". We cover your reasonable costs to recharge fire suppression equipment which discharges as a result of a cause of loss not otherwise covered by this Coverage Form.

Following equipment discharge covered by this Additional Coverage, we will also pay your costs to repair or replace faulty or deficient valves or controls which are part of the permanent fire suppression system located in the covered "buildings or structures".

We do not pay any cost or expense caused by, resulting from, or which is in any way associated with the deliberate discharge of any system or equipment when such discharge occurs solely for the purpose of inspection, testing or maintenance of the fire suppression system or equipment.

The most we pay for "Fire Protection Equipment" Recharge in any one occurrence, or in all occurrences in any one policy period, is \$50,000.

i. Fungus, Wet Rot, Dry Rot and Bacteria – Limited Coverage

The coverage we provide for "fungus", wet rot, dry rot and bacteria is limited. We will pay for:

- (1) Direct physical "loss" to Covered Property caused by "fungus", wet rot, dry rot or bacteria, including the cost of removal of the "fungus", wet rot, dry rot or bacteria, and
- (2) The cost to tear out and replace any part of the building or other covered property as necessary to gain access to the "fungus", wet rot, dry rot or bacteria; and
- (3) The cost of testing performed after removal, repair, replacement or restoration of damaged property is completed.

We only provide the coverage when the "fungus", wet rot, dry rot and bacteria is caused by or results from a "specified cause of loss" other than fire or lightning that occurs during the policy period.

At the time of "loss" and following that occurrence, you must use all reasonable means to save and preserve the property from further damage.

The maximum amount that we will pay under this limited coverage is \$100,000.

The Limit of Insurance applicable to Limited Coverage -- "Fungus", Wet Rot, Dry Rot and Bacteria is the most that we will pay in each 12 month policy period beginning with the inception date of this policy. This is the most that we will pay for the total of all "loss", regardless of the number of claims or the types of coverage that we provide. The limit provided is the most that we will pay for all "loss" caused directly by or resulting from or as a consequence of "fungus", wet rot, dry rot or bacteria, regardless of the limit available under any other coverage provided under this policy, including Delay in Completion Coverages, which may apply as a result of the "fungus", wet rot, dry rot or bacteria.

This limit applies even if the "fungus", wet rot, dry rot or bacteria continues to be present or active, or reoccurs, in a later policy period.

The coverage provided under this limited coverage is included within and will not increase the applicable limit of insurance.

This Additional Coverage does not apply to **A. COVERAGE, 1. Covered Property**, paragraph d.

j. Insufficiency of Limit

In the event of a direct physical "loss" to "buildings or structures" caused by or resulting from a Covered Cause of Loss that results in a total loss and the applicable Limit of Insurance is not adequate for the building to be rebuilt to the identical design and specifications as a result of the increased cost of new construction materials or labor expense, we will pay, up to an additional 10% of the Limit of Insurance applicable to that property incurring the total loss. The most that we will pay in any one occurrence, or in all occurrences in any one policy period, is \$1,000,000.

This coverage does not apply:

- (1) If the "building or structure" is not rebuilt; or
- (2) If the "building or structure" is not rebuilt at the described construction site where the total loss occurred; or
- (3) If the "building or structure" is replaced by one that is not identical to the "building or structure" that sustained the "loss". An identical building or structure, as used by this clause, means a new building of the same specifications, square footage and floor plan and which is built of substantially identical construction materials and which is intended to be used, upon completion, for the same occupancy as the "building or structure" sustaining covered total loss; or

- (4) If the increased cost of construction materials is caused by or contributed to by the use of any construction materials which are antique or historic; unique, handmade or which have "artistic merit"; or which are not readily available even in the absence of "loss".

This coverage does not apply to any "pre-existing structure" even if coverage for any "pre-existing structure" is provided.

k. Key Coverage

We will pay the reasonable and necessary expenses that you incur to replace keys if they are stolen; rekey, reprogram or replace undamaged locks in a covered "building or structure".

The most we pay in any one occurrence or in any one policy period is \$2,500.

l. Loss Adjustment Expense

We will pay those necessary and reasonable expenses that you incur at our direction to determine the amount of covered "loss". We do not cover any loss adjustment expenses that you incur for any of the following:

- (1) Payments to public adjusters or any other outside claims expense;
- (2) Payments to lawyers or any other legal fees;
- (3) Payments to insurance agents or brokers;
- (4) Any expenses incurred for an examination under oath, even if required by us;
- (5) Any expense incurred in accordance with the appraisal section of the Commercial Inland Marine Conditions; or
- (6) Any expense that you incur to prove that a "loss" is covered.

The most we will pay in any one occurrence for Loss Adjustment Expenses is \$5,000.

No deductible will apply to this Additional Coverage.

m. Ordinance or Law Coverage

(1) Coverage Applicable To the Undamaged Portions of the Building or Structure

(a) In the event of "loss" to Covered Property by a Covered Cause of Loss, we will pay for "loss" to the undamaged portion of the Covered Property as a consequence of enforcement of any ordinance or law that:

- (i) Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;
- (ii) Regulates the construction or repair of the property, or establishes zoning or land use requirements at the construction site; and
- (iii) Is in force at the time of "loss".

(b) Coverage for "loss" to the undamaged portion of the Covered Property is included within and is not in addition to the Limit of Insurance applicable to the Covered Property at that construction site.

(2) Demolition Costs

In the event of "loss" to Covered Property by a Covered Cause of Loss, we will pay the cost to demolish and clear the site of the undamaged part of the Covered Property caused by the enforcement of building, zoning or land use ordinance or law.

(3) Increased Cost of Construction

In the event of "loss" to Covered Property by a Covered Cause of Loss, we will pay the increased cost to repair or rebuild damaged parts of the Covered Property as a consequence of the enforcement of building, zoning or land use ordinance or law.

We will only pay if the rebuilt property is intended for the same occupancy.

If an applicable ordinance or law requires relocation to another site, we will pay for the increased cost of construction at that new site.

(4) Limits Applicable to Demolition Costs and Increased Cost of Construction

The most we will pay for Demolition Cost and Increased Cost of Construction, as provided in paragraphs (2) and (3) above, is the least of the following:

- (a) The amount you actually spend to repair or replace Covered Property; or
- (b) The applicable Limit of Insurance shown on the "schedule of coverages".

(5) Other Conditions Applicable to Additional Coverage – Ordinance or Law Coverage

- (a) This coverage does not apply to any "pre-existing structure" even if coverage for any "pre-existing structure" is provided.
- (b) We will not pay under this Additional Coverage any costs incurred as a consequence of any ordinance or law:
 - (i) Which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way to respond to, or assess the effects of "pollutants", "fungus" wet rot, dry rot or bacteria;
 - (ii) Which requires the demolition, repair, replacement, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, spread, proliferation or any activity of "fungus", wet rot, dry rot or bacteria; or
 - (iii) If, prior to "loss", you failed to comply with any building code or ordinance regulating the construction of any building or structure.

n. Police and Fire Department Service Charge

When the police or fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$50,000 for your liability for police and fire department service charges which are:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

o. Pollutant Clean Up and Removal

We will pay to extract "pollutants" from land or water at the described construction site if the discharge, dispersal, seepage, migration, release or escape of "pollutants" is caused by or results from a Covered Cause of Loss to Covered Property that occurs during the policy period. The expenses to extract "pollutants" will only be paid if they are reported to us in writing within 180 days of the date of the covered "loss".

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants" in land or water. But we will pay for testing which is performed in the course of extracting the "pollutants" from land or water.

The most we will pay under this Additional Coverage in any one policy period is \$50,000.

p. Reward Payment

- (1) When we pay for "loss" caused by theft, vandalism or fire, we will reimburse you for any documented payments that you make to others as reward(s), provided these reward payments cause:
 - (a) The return of your stolen property to the custody of the police or a law enforcement agency; or
 - (b) The arrest and conviction of any person(s) committing the covered theft, vandalism or fire loss.
- (2) We will not cover any reward payment that you make to any of the following:
 - (a) You or any member of your family;
 - (b) Any member of the applicable law enforcement agency; or
 - (c) Any person involved in the crime.

The most we pay in any one policy period is \$10,000. You and we will determine the amount of reward we will pay.

q. Sewer and Drain Back Up

We will pay for direct physical "loss" to Covered Property caused by or resulting from water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment.

Section **B. EXCLUSIONS, 1.e. Flood and Related Water** applies to this coverage. However, paragraph **e. (4)** does not apply to the extent that this Additional Coverage applies.

The most that we will pay in any one occurrence is \$100,000 unless a different Limit of Insurance applicable to Sewer and Drain Back Up is shown on the "schedule of coverages".

r. Valuable Papers and Records

(1) Provided your "valuable papers and records" do not have duplicates, we will pay the reasonable expenses you incur to research, recreate, or restore "valuable papers and records" as a result of direct physical "loss" caused by or resulting from a Covered Cause of Loss that are located on the construction site and which are related to the construction of the "buildings or structures." The "valuable papers and records" covered by this Additional Coverage include "valuable papers and records" in printed, written, electronic or magnetic media format.

(2) If a duplicate of lost or damaged "valuable papers and records" exists, the coverage that we provide is limited. The most that we will pay is the reasonable and necessary cost of blank materials to reproduce property and the labor to transcribe or copy from the undamaged duplicate.

The most we will pay for all "loss" to Valuable Papers and Records in any one occurrence is \$50,000.

5. Coverage Option – Equipment Breakdown and Testing

a. Coverage

(1) When we indicate on the "schedule of coverages" that Equipment Breakdown and Testing is covered, we will pay for "loss" caused by or resulting from an "accident" to "covered equipment" which is part of or will become a permanent part of covered "buildings or structures" including during "testing." This Coverage Option does not increase the Limit of Insurance.

If we do not indicate on the "schedule of coverages" that Equipment Breakdown and Testing is covered, we do not provide the coverage.

If an initial "accident" causes other "accidents", all will be considered one "accident". All "accidents" that are the result of the same event will be considered one "accident".

Section **B. EXCLUSIONS**, paragraphs **2.e., 2.f., 3.a.** and **3.c.** do not apply to the extent that coverage is provided under this coverage option.

(2) "Pollutants"

We will pay for additional cost to repair or replace Covered Property because of contamination by "pollutants" caused by or resulting from an "accident". This includes the additional expenses to clean up or dispose of such property. Additional expenses means those beyond which would have been required had no "pollutants" been involved.

We will also pay for additional loss as described under Delay in Completion Coverage Endorsement caused by contamination by "pollutants".

The most that we will pay for loss, damage or expense under this coverage is \$50,000 if shown as covered under Delay in Completion Coverage on the "schedule of coverages". If a different limit is indicated in the Equipment Breakdown and Testing section of the "schedule of coverages", that limit will apply instead of the limit shown above.

(3) If the Delay in Completion Coverage Endorsement is attached to this Builders' Risk Coverage Form, and Delay in Completion is indicated in the Equipment Breakdown and Testing section of the "schedule of coverage", coverage under this Coverage Option is extended to the Delay in Completion Coverage Endorsement, subject to limits as described below.

If Delay in Completion limits are indicated in the Equipment Breakdown and Testing section of the "schedule of coverage", those Delay in Completion limits are the only limits that apply to a "delay in completion" resulting from an "accident".

Refer to the Delay in Completion Coverage Endorsement for a definition of "delay in completion".

b. Additional Exclusions applicable to Coverage Option – Equipment Breakdown and Testing

We exclude any loss, damage or expense:

- (1) To any property not included within the definition of "covered equipment" but only to the extent of the coverage provided by Equipment Breakdown and Testing;
- (2) Caused by or resulting from collision or upset;
- (3) Caused by or resulting from the following:
 - (a) Error in calibration, misalignment, arrangement, or any condition which can be corrected by adjustment, cleaning, resetting or tightening; or by performance of maintenance;
 - (b) Lack of maintenance; or
 - (c) Defect, programming error, programming limitation, computer virus, malicious code, loss of "data", loss of access, loss of use, loss of functionality or other condition within or involving "data" or "media" of any kind.

But if an "accident" results from (3)(a) through (3)(c) directly above, we will pay for the additional loss or damage caused by that "accident".

- c. If electrical "covered equipment" is damaged by a cause of loss shown in section **B. EXCLUSIONS 1.e. Flood and Related Water**, paragraphs (1) through (6), we will pay the reasonable and necessary expenses to dry out such equipment. However, we will pay no more than \$10,000 in any one occurrence.

The deductible indicated on the "schedule of coverage" applies.

B. EXCLUSIONS

- 1. We will not pay for "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Governmental Action

Governmental action means any act of seizure, confiscation or destruction by order of any governmental authority.

But we will pay for acts of destruction ordered by governmental action and taken at the time of a fire to prevent its spread if that fire would be covered under this Coverage Form.

b. Nuclear Hazard

Nuclear Hazard or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

c. War and Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action by governmental authority in hindering or defending against any of these.

d. Earth Movement

- (1) Earthquake, including tremors or aftershocks and any earth sinking, rising or shifting relating to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
- (4) Earth sinking, other than "sinkhole collapse", rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in d.(1) through (4) above, results in fire or explosion, we will pay for the "loss" or damage caused by that fire or explosion.

(5) Volcanic eruption, explosion or effusion.

But if volcanic eruption, explosion or effusion results in fire, building glass breakage or volcanic action, we will pay for the "loss" or damage caused by that fire, building glass breakage or volcanic action.

Volcanic Action means direct physical "loss" or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

With respect to Volcanic Action as set forth in paragraphs (5)(a) through (c), all volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

This exclusion applies regardless of whether any of the above, in paragraphs (1) through (5) is caused by an act of nature or is otherwise caused.

This exclusion does not apply to Covered Property in transit.

e. Flood and Related Water

(1) Flood;

(2) Surface water, rapid accumulation of run off, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);

(3) Mudslide or mudflow;

(4) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

(5) Water under the ground surface pressing on, or flowing or seeping through:

- (a) Foundations, walls, floors or paved surfaces;
- (b) Basements, whether paved or not; or
- (c) Doors, windows or other openings; or

(6) Waterborne material carried or otherwise moved by any of the water referred to in paragraphs (1), (2), (4) or (5), or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in paragraphs (1) through (6) is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in paragraphs (1) through (6) results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

This exclusion does not apply to Covered Property in transit.

f. Mold

Mold means "fungus", wet rot, dry rot or bacteria.

But we will pay when "fungus," wet rot, dry rot or bacteria is caused by or results from fire or lightning.

g. Ordinance or Law

(1) Except to the extent that coverage may otherwise be provided under **A. Coverage, 4. Additional Coverages m. Ordinance or Law Coverage**, the enforcement of any ordinance or law:

- (a) Regulating the construction, use or repair of any property; or
- (b) Requiring the tearing down of any property, including the cost of removing its debris.

(2) This exclusion applies whether the loss or damage results from:

- (a) An ordinance or law that is enforced even if the property has not been damaged; or
- (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss or damage to that property.

2. We will not pay for "loss" caused by or resulting from any of the following:

- a. Delay, loss of use, loss of market or any other consequential loss.
- b. Unexplained disappearance.
- c. Shortage found upon taking inventory.
- d. Criminal, fraudulent, or dishonest acts by:
 - (1) You or any of your partners;
 - (2) Your directors or trustees;
 - (3) Your authorized representatives or employees;
 - (4) Anyone else with an interest in the property, or their employees or authorized representatives;
 - (5) Anyone, other than a carrier for hire, to whom you have entrusted the Covered Property, including their employees, for any purpose:
 - (a) Whether acting alone or in collusion with others; and
 - (b) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees, but theft by your employees is not covered.

- e. Artificially generated electrical current, including electrical arcing, that disturbs electrical devices, appliances or wires; mechanical or electrical breakdown of any machinery, including rupturing or bursting caused by centrifugal force.

But if artificially generated electric current results in fire, we will pay for the loss or damage caused by that fire.

This exclusion applies except as provided for in the Coverage Option - Equipment Breakdown and Testing.

- f. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control.

But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

This exclusion applies except as provided for in the Coverage Option - Equipment Breakdown and Testing.

- g. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified cause of loss".

But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the damage caused by that "specified cause of loss".

3. We will not pay for "loss" caused by or resulting from any of the following. But if "loss" by a Covered Cause of Loss results, we will pay for the loss caused by that Covered Cause of Loss.

- a. Wear and tear, depreciation, or obsolescence.
- b. Settling, cracking, shrinking or expanding.
- c. Rust, corrosion, decay, deterioration, hidden or latent defect, inherent vice, or any quality or fault in the property that causes it to damage or destroy itself.
- d. Faulty, inadequate or defective:
 - (1) Planning, zoning, surveying, siting or development;

(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, or compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance of all or part of any covered property at or off the construction site.

But if a "loss" excluded above d. (1) through (4) results in a Covered Cause of Loss, we will pay for the "loss" caused by or resulting from that Covered Cause of Loss.

We will not pay to correct or make good any fault, inadequacy or defect itself, including any expense required to tear out, tear down, repair or replace any property, or any part of any property, to correct or make good the fault, inadequacy or defect.

We will also not pay for any resulting loss to the property that has the fault, inadequacy or defect until such fault, inadequacy or defect is corrected or made good.

4. We will not pay for "loss" to Trees, Plants, Lawns or Shrubs caused by or resulting from any of the following:

- a. Changes in or extremes of temperature or humidity;
- b. Freezing;
- c. Lack of water or drought;
- d. Disease or infestation;
- e. Animals;
- f. Weight of ice or snow or sleet; or
- g. Wind or hail.

C. LIMITS OF INSURANCE

1. The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown on the "schedule of coverages".
2. Limits of Insurance for Additional Coverages:
 - a. Apply to any one occurrence; and
 - b. Are additional Limits of Insurance; unless stated otherwise.

D. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of the covered "loss" exceeds the applicable deductible shown on the "schedule of coverages". We will then pay the amount of the "loss" in excess of the applicable deductible, up to the applicable Limit of Insurance.

Unless otherwise stated, if more than one deductible applies to "loss" in any one occurrence, we will apply only the largest applicable deductible.

The deductible does not apply to Covered Property in transit.

E. VALUATION AND LOSS PAYMENT

The valuation provision found in the Commercial Inland Marine General Conditions (CM 00 01) is replaced by the following:

1. In the event of "loss", the value of property will be determined at the time of "loss" in accordance with the following provisions:
 - a. Replacement cost as of the time of "loss", except as may be otherwise provided. Replacement cost means the cost to repair or replace property at the time of loss without any deduction for depreciation. We will not pay for any "loss" on a Replacement Cost basis:
 - (1) Until the lost or damaged property is actually repaired or replaced; and
 - (2) Unless the repairs or replacement are made as soon as reasonably possibly after the "loss".
 - b. The value of property that is not repaired or replaced will be based on actual cash value. This provision does not apply to any "loss" that is smaller than \$50,000.

c. Property of others will be valued at the amount for which you are liable but not more than the replacement cost.

2. We will not pay more for "loss" on a replacement cost basis than the least of the following:

- a. The cost to repair or replace Covered Property at the same construction site with property of comparable material and quality and which is used for the same purpose;
- b. The amount you actually spend to repair or replace Covered Property; or
- c. The applicable Limit of Insurance.

If the property is replaced at a location other than the original construction site described on the "schedule of coverages", what we pay will be limited to the cost which would have been incurred had property been rebuilt or replaced at the original construction site.

3. The cost to repair or replace does not include any increased cost attributable to the enforcement of any ordinance or law regulating the use, construction or repair of any property except as provided by the provisions of **A. COVERAGE, 4. Additional Coverages, m. Ordinance or Law Coverage**.

4. Payment for repair or replacement may include reasonable overhead and profit charges or change fees. However, we will not pay more than the lesser of the percentage of overhead and profit, if applicable, or change fees outlined in any contract or change order related to the construction, change or repair of described construction project shown on the "schedule of coverages".

F. ADDITIONAL CONDITIONS

1. Coverage Territory

We insure the Covered Property only while it is located in:

- a. The United States of America;
- b. Puerto Rico; or
- c. Canada.

Subject to the Covered Property In Transit Limit of Insurance, we also cover property being shipped within and between points in paragraph 1. directly above.

2. Duration of Coverage Clause

This policy is written covering specific "buildings or structures" in the course of construction. The term of this policy reflects information submitted by you. This policy will not be automatically renewed at expiration. If an extension of this policy is necessary, you or your agent must notify us in writing, prior to the expiration of the policy, that the scheduled "buildings or structures" are not yet complete. You must also tell us when, based on standard construction practices, when construction is expected to be completed. We may, at our discretion, offer an extension. If we offer an extension, we will extend the policy for the term and premium that you and we agree upon.

If we agree to an extension, we may amend or modify the original policy terms and conditions that were applicable to your policy. Any changes or modifications must be agreed to by you prior to the extension taking effect. We may also offer the original policy terms and conditions that were applicable to your policy without any change.

3. When Coverage Ends

The coverage provided for Covered Property will end when one of the following first occurs:

- a. This policy expires or is cancelled;
- b. The "building or structure" is accepted by the purchaser or owner under the contract of construction, even if the owner or purchaser is an insured under this policy;
- c. Your interest in the "building or structure" ceases;
- d. You abandon construction with no intent to complete it;
- e. 90 days after construction on the project is complete; or
- f. When the "building or structure":
 - (1) Is occupied in whole or in part; or
 - (2) Is put to its intended use.

4. Unintentional Errors and Omissions

Prior to "loss" you may amend any unintentional error or omission that you make in setting the Limit of Insurance applicable to the "building or structure" provided:

- a. The error or omission is unintentional; and
- b. It is reported to us in writing as soon as it becomes known to you.

If you amend the Limit of Insurance applicable to any "building or structure" after the inception of coverage, we must agree to change the Limit of Insurance. If we agree, we will charge premium back to the inception date that coverage was first provided for the described "building or structure".

We will not, under any circumstance, amend any Limit of Insurance after a "loss" has occurred.

5. Additional Named Insured

Provided you have agreed to add any of the following persons or organizations as Additional Named Insureds, as evidenced by a written contract that you executed prior to "loss", we cover:

- a. Contractors and sub-contractors of every tier; and
- b. Owners.

We only cover such persons or organizations to the extent of their financial interest in Covered Property.

We do not cover any architect or engineer or any organization acting as architect or engineer on the project.

6. Mortgage Holder

- a. The term mortgage holder includes trustees.
- b. We will pay for covered "loss" to buildings or structures to each mortgage holder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgage holder has the right to receive "loss" payment even if the mortgage holder has started foreclosure or similar actions on property insured under this policy.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Form, the mortgage holder will still have the right to receive loss payment if the mortgage holder:
 - (1) Pays the premium due under this Coverage Form at our request if you have failed to do so;
 - (2) Submits a signed, sworn proof of "loss" within 60 days after receiving notice from us of your failure to do so; and
 - (3) Has notified us of any change in ownership, occupancy or substantial change in the risk known to the mortgage holder.

All of the terms of this Coverage Form will then apply directly to the mortgage holder.

- e. If we pay the mortgage holder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Form:
 - (1) The mortgage holder's rights under the mortgage will be transferred to us to the extent of the amount that we pay; and
 - (2) The mortgage holder's right to recover the full amount of the mortgage holder's claim will not be impaired.

At our option, we may pay to the mortgage holder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you must pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgage holder at least:
 - (1) 10 days before the effective date of the cancellation if we cancel for your nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- g. If we do not renew this policy, we will give written notice to the mortgage holder at least 10 days before the expiration date of this policy.

G. DEFINITIONS

1. "Accident" means direct physical loss or damage to "covered equipment" caused by or resulting from one or more of the following:
 - a. Mechanical breakdown, including rupture or bursting caused by centrifugal force;
 - b. Artificially generated electrical current, including electrical arcing that disturbs electrical devices, appliances or wires;
 - c. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
 - d. Loss or damage to steam boilers, steam pipes, steam turbines, steam engines caused by or resulting from any condition or event inside such equipment;
 - e. Loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment; and
 - f. Any "testing" of "covered equipment".
2. "Artistic merit" means the special value applicable to tangible construction materials primarily because of their historic, rare or unique characteristics. This includes, but is not limited to, stained or art glass windows; antique structural elements incorporated into the new "building or structure" including interior or exterior stone or wood work; antique floors or roof tiles.
3. "Buildings or structures" means structures which are meant to be permanent structures, including grading, excavation, and backfill, foundations, pipes and wiring above or beneath the surface of the ground, machinery, equipment and related property provided such property is, or will become, a permanent part of the completed "building or structure". Also included are appurtenant permanent structures including fences, sidewalks, walkways, driveways, roadways and their related fixtures provided such work is included within the contract of construction and if the values are included within the completed value.
4. "Business personal property" means property that is owned by or leased or rented by you from others, that is used by you in your business including office furniture and supplies, computers, and telephone systems. "Business personal property" does not include "valuable papers and records".
5. "Construction class" means one of the following types of construction developed by Insurance Service Office (ISO):
 - a. Frame – Construction class 1. Frame or wood stick construction buildings or structures have exterior roofs, walls and floors of combustible materials. Buildings or structures may have exterior walls of non-combustible construction but floors and roofs are combustible.
 - b. Joisted Masonry – Construction class 2. Joisted Masonry means buildings or structures with exterior bearing walls of masonry or fire resistive construction with at least one hour fire rating but with combustible roof and floor.
 - c. Non-Combustible – Construction class 3. Non Combustible means buildings or structures with exterior walls, floors and roofs of non-combustible or slow burning materials. Building supports are made of non-combustible or slow burning materials.
 - d. Masonry Non Combustible – Construction class 4. Masonry Non Combustible means buildings or structures with exterior bearing walls of fire resistive construction, not less than 4" thick, with a fire rating of at least one (1) hour. Roofs and floors are constructed of non-combustible or slow burning materials.
 - e. Modified Fire Resistive – Construction class 5. Modified Fire Resistive construction means buildings or structures with exterior and interior bearing walls or structural supports, floors and roof of masonry materials with a fire rating of less than two (2) hours but not less than one (1) hour. Structural steel will be protected by applied material affording like fire protection. Masonry materials are at least 4 inches thick.
 - f. Fire resistive – Construction class 6. Fire resistive construction means floors, exterior bearing walls or the exterior structural frame that are either of non-combustible materials with a fire rating on 2 hours or more or are a masonry material meeting the following thickness requirements: solid masonry or reinforced concrete at least 4 inches thick; or, hollow masonry materials at least 12 inches thick. All assembled components will have a fire rating of at least two (2) hours.

- g. Buildings – Mixed Construction. Buildings or structures which are of multiple or mixed construction and which, at completion, are composed of 25% or more frame construction, will be classed as Frame – Construction class 1.
6. “Contract penalties” means those fees or penalties that you, acting as a general contractor, agree to pay as a result of your failure to complete the construction of “buildings or structures” within the timeframe provided by a written contract of construction executed by you in advance of “loss”.
7. “Covered equipment” means:
 - a. Electrical or mechanical equipment that transmits or uses energy;
 - b. Electrical or mechanical equipment that operates under internal pressure or vacuum, other than weight of its contents;“Covered equipment” must be located at the construction site described on the “schedule of coverages”.
“Covered equipment” does not mean any of the following:
 - c. Structure, foundation, cabinet, or compartment, including those that cover, hold or support “covered equipment”;
 - d. Sewer piping, buried vessels or piping, or piping forming a part of a sprinkler or fire extinguishing or suppression system;
 - e. Insulating or refractory material;
 - f. Water piping, other than boiler feedwater piping, boiler condensate return piping or water piping forming part of a refrigerating or air conditioning system.
 - g. “Vehicle” or any equipment mounted on a “vehicle”;
 - h. Satellite, spacecraft or any equipment mounted on a satellite or spacecraft; or
 - i. Dragline, excavation or construction equipment.
8. “Data” means information or instructions stored in digital code capable of being processed by machinery.
9. “Fire protection equipment” means equipment that manually or automatically discharges water, inert gas, or chemicals for the purpose of stopping or controlling a fire. The equipment referred to by this definition may be hand-held fire extinguishing equipment, owned by you or owned by others; permanently installed automatic fire extinguishing system such as an operating automatic sprinkler system within the covered “building or structure”.
10. “Fungus” means any type or form of “fungus”, mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungus; any type or form of algae or lichens.
11. “Loss” means accidental loss or damage.
12. “Media” means material on which “data” is recorded, such as magnetic tapes, hard disks, optical disks, or floppy disks.
13. “Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes acids, alkalis, chemicals, asbestos, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
14. “Pre-existing structure” means any “building or structure”, or any part of any “building or structure”, which existed at the construction site prior to the inception of this policy. This includes any building or structure in course of construction, alteration, renovation or rehabilitation.
15. “Schedule of coverages” means the pages labeled “schedule of coverages” or other declarations or schedules that apply to this coverage.
16. “Sinkhole collapse” means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite and similar rock formations. This cause of loss does not include the cost of filling sinkholes (except to the extent that such filling is required to repair Covered Property following a Covered Cause of Loss), or sinking or collapse of land into manmade underground cavities.
17. “Specified causes of loss” means any of the following:

Fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment, "sinkhole collapse", volcanic action, falling objects, and weight of snow, ice or sleet.

18. "Temporary structures" means false-work, cribbing, construction forms, scaffolding, temporary fences and signs, and similar property built or erected at the construction site shown on the "schedule of coverages" which are used in conjunction with the construction of "buildings and structures".

19. "Testing" means the testing of building systems and components at the construction site, including:

- a. Electrical;
- b. Pneumatic;
- c. Hydrostatic; or
- d. Mechanical testing.

20. "Valuable papers and records" means blueprints, designs, records and other specifications in written, printed, electronic or magnetic media format.

21. "Vehicle" means, as respects to Equipment Breakdown and Testing Coverage only, any machinery or apparatus that is used for transportation or moves under its own power. "Vehicle" includes, but is not limited to: car, truck, bus, trailer, train, aircraft, watercraft, forklift, bulldozer, tractor or harvester. However, any property that is stationary, permanently installed at a covered location and that receives electrical power from an external power source will not be considered a "vehicle".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

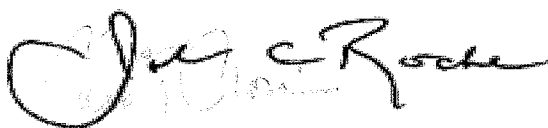
EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

This endorsement modifies the Builders' Risk Coverage Form

- A.** The exclusion set forth in Paragraph **B.** applies to all coverage under all Forms and Endorsements that comprise this Policy.
- B.** We will not pay for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.
However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in the above Coverage Form.
- C.** With respect to any loss or damage subject to the exclusion in Paragraph **B.**, such exclusion supersedes any exclusion relating to "pollutants".
- D.** The following provisions in the above Coverage Form are hereby amended to remove reference to bacteria:
 - 1.** Exclusion of "Fungus", Wet Rot, Dry Rot And Bacteria; and
 - 2.** Additional Coverage — Limited Coverage for "Fungus", Wet Rot, Dry Rot And Bacteria, or any endorsement increasing the scope or amount of coverage.
- E.** The terms of the exclusion in Paragraph **B.**, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

In Witness Whereof, this company has caused this policy to be signed by its President and Secretary and countersigned on the declarations page, where required, by a duly authorized agent of the company.

A handwritten signature in dark ink, appearing to read "John C. Roche". The signature is fluid and cursive, with the first name "John" being the most prominent part.

John C. Roche
President

A handwritten signature in dark ink, appearing to read "Charles F. Cronin". The signature is cursive and somewhat stylized, with the last name "Cronin" being the most prominent part.

Charles Frederick Cronin
Secretary

2023R-017144
FILED
JONESBORO DISTRICT
CRAIGHEAD COUNTY, ARKANSAS
DAVID VAUGHN, CLERK & RECORDER
Bond No. 6008678
09/29/2023 12:40:07 PM
FEE: 25.00
PAGES: 3
SHELENA SHUMPERT

VIII. ARKANSAS PERFORMANCE-PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Meadows Contractors, LLC, P.O. Box 16540, Jonesboro, AR 72403

as Principal, hereinafter called Principal, and FCCI Insurance Company

of Sarasota State of Florida

as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Jonesboro as Obligee, hereinafter called Owner, in the amount Two Million Three Hundred Fifty-Seven Thousand Five Hundred and 00/100 Dollars (\$ 2,357,500.00) 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 13th day of September, 2023, a copy of which is attached hereto and made a part hereof, hereinafter referred to as the Contract, for the

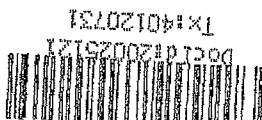
Turf Renovation at Joe Mack Campbell Park

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 said 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 the 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.

In no event shall the aggregate liability of the Surety exceed the sum set herein.

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 21st day of September, 2023.

Meadows Contractors, LLC

(Principal)

By Dale Wood

Title MEMBER



FCCI Insurance Company

(Surety)

By Michael A. McDaniel

(Attorney-in-Fact)

Michael A. McDaniel, 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.



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Michael A. McDaniel; Richard H. Whitley; Louis G. Morgan, III; James S. Brown

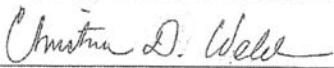
Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest:



Christina D. Welch, President
FCCI Insurance Company





Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

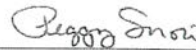
State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 828535
Expires February 27, 2027



Notary Public

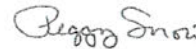
State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 828535
Expires February 27, 2027



Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 21st day of September, 2023



Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company



MEADOWS CONTRACTORS, LLC

Project: Joe Mack Campbell Park Turf
Location: Jonesboro, AR
Date: August 16, 2023

Schedule of Values

<u>Item</u>	<u>Value</u>
Mobilization	1,800
Performance Bond	34,800
Removal	12,800
Earthwork	600,400
Stabilization	172,500
Stone Base	236,450
Erosion Control	25,500
Sod	55,250
Move Musco Lighting (Allowance)	80,000
Site Concrete	200,800
Storm Drainage	44,900
Field Edge Drain	126,400
Artificial Turf	741,750
Relocate Sprinkler Line & Valves	23,150
Relocate Receptacle	1,000
Total	2,357,500

MEADOWS CONTRACTORS, LLC

Project: Joe Mack Campbell Park Turf
Location: Jonesboro, AR
Date: September 25, 2023

List of Subcontractors

<u>Subcontractor</u>	<u>Amount</u>
Cline Environmental 3621 Co-Op Drive Bono, AR 72416	52,970
GeoSurfaces, Inc. 7080 St. Gabriel Avenue, Suite A St. Gabriel, LA 70776	619,000
Rain Makers Irrigation US Hwy 49 Paragould, AR 72450	18,000
RGB - Electrical Division 4221 E. Johnson Ave Jonesboro, AR 72401	1,000
Total	690,970

W. WILLIAM GRAHAM, JR., INC.

CONSULTING ENGINEERS

100 NORTH RODNEY PARHAM RD. - SUITE 2B

LITTLE ROCK, ARKANSAS 72205

(501) 227-0078

W. WILLIAM GRAHAM, JR., P.E. (1925-2001)

ROBERT B. GRAHAM, P.E.

CODY C. RANKIN, P.E.

October 3, 2023

INVOICE NUMBER 2023-083

City of Jonesboro, AR

Attn: Mr. Craig Light

P.O. Box 1845

Jonesboro, AR 72403

Re: Engineering Services for Industrial Lead Grade Crossing for MLK Drive (ARDOT Project 100657)
 Craighead Technology Park (Bid No. 2023:05) - Jonesboro, Arkansas

The following invoice reflects the amount of time our firm expended on the above referenced project from **SEPTEMBER 1, 2023** through **SEPTEMBER 30, 2023**. This statement is for the CTP rail spur at-grade crossing plan & specification changes (ArDOT), discussions and documentation modifications.

Principle Engineer	12 hrs. @ \$65.43/hr.	\$ 785.16
Design Engineer	3 hrs. @ \$61.26/hr.	\$ 183.78
	SUBTOTAL	\$ 968.94
Payroll Expenses	33% x (\$968.94)	\$ 319.75
	SUBTOTAL	\$ 1,288.69
Overhead	100% x (\$1,288.69)	\$ 1,288.69
	SUBTOTAL 1	\$ 2,577.38

<u>EXPENSES</u>		
Mileage	0 mi. @ \$0.58/mi.	\$ 0.00
Expenses	*see receipt	\$ 0.00
-	-	\$ 0.00
	SUBTOTAL 2	\$ 0.00
	SUBTOTAL (1+2)	\$ 2,577.38
Profit	12% x (\$2,577.38)	\$ 309.29
	TOTAL	\$ 2,886.67

TOTAL AMOUNT DUE THIS INVOICE**\$ 2,886.67**

City of Jonesboro, AR - CTP Lead - MLK Dr. Grade Crossing Project

Job No. 2021_05 Jonesboro 2023:05 (ARDOT 100657)

From: September 1, 2023

<u>Date</u>	<u>Notes</u>	<u>Mileage</u>	<u>RG</u>	<u>CR</u>	<u>Expenses</u>
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11	Project discussions w/ Craig L., Darnell (CLW), Mark Nelson		4		
12	Plans		1		
13					
14	Project discussions w/ Crag L., ArDOT		2		
15	Project discussions (sidewalk mods), ArDOT information		1	3	
16					
17					
18					
19					
20					
21					
22					
23					
24					
25	Project plans		2		
26	Project plans		2		
27					
28					
29					
30					
Total		0	12	3	\$0.00



INVOICE NO.	532664
CUSTOMER NO.	20814
INVOICE DATE	09/25/23
INVOICE TOTAL	67.79

SOLD TO:

085556

91
CITY OF JONESBORO
PO BOX 1845
JONESBORO, AR 72403-1845

AMOUNT ENCLOSED \$ _____

SHIP TO:

Steve Kent
CITY OF JONESBORO
300 S Church
JONESBORO, AR 72401

☐ CHECK HERE IF ADDRESS HAS CHANGED AND INDICATE CHANGES ON REVERSE

DETACH TOP PORTION AND RETURN WITH YOUR REMITTANCE

CUSTOMER NO. 20814	CUSTOMER P.O. NO.	TERMS: NET DUE UPON RECEIPT OF INVOICE	SHIPPED VIA BESTWAY	REPRESENTATIVE GARRETT BALLARD
QUANTITY SHIPPED	DESCRIPTION	UNIT	UNIT PRICE	EXTENDED AMOUNT
0.50	BC-WHEAT BUS CARDS-WHEAT	M	98.500	49.25
SUBTOTAL				49.25
SALES TAX				5.32
SHIPPING				13.22
INVOICE TOTAL				67.79

A 1 1/2% LATE CHARGE PER MONTH (18% ANNUAL RATE) WILL BE APPLIED TO OVERDUE INVOICES, ACCEPTANCE OF THIS INVOICE INDICATES AGREEMENT TO PAY AT STATED TERMS. CUSTOMER ALSO AGREES TO PAY ALL COSTS OF COLLECTION INCLUDING A REASONABLE ATTORNEY'S FEE.

INVOICE NUMBER 532664	INVOICE DATE 09/25/23	SHIP DATE 09/20/23
-----------------------	-----------------------	--------------------

GNB4337

