



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Signature Copy

Resolution: R-EN-215-2021

File Number: RES-21:228

Enactment Number: R-EN-215-2021

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO AN AGREEMENT WITH BAILEY CONTRACTORS, INC. FOR THE CITY OF JONESBORO MAINTENANCE FACILITY PROJECT (2021:25)

WHEREAS, the City of Jonesboro has desires to accept the low bid and enter into an agreement for the City of Jonesboro Maintenance Facility project;

WHEREAS, the low bidder and the firm selected for the project is Bailey Contractors, Inc.; and

WHEREAS, funding for the execution of the agreement shall come from Capital Improvement budget and compensation shall be paid in accordance with the agreement.

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS;

Section 1: That the City of Jonesboro shall accept the low bid and enter into an agreement with Bailey Contractors, Inc. for the City of Jonesboro Maintenance Facility project.

Section 2. That funding for the execution of the agreement shall come from Capital Improvement budget and compensation shall be paid in accordance with the agreement.

Section 3. 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 agreement.

PASSED AND APPROVED THIS 16TH DAY OF NOVEMBER 2021.

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 TENTH day of DECEMBER in the year 2021
(In words, indicate day, month and year.)

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

City of Jonesboro, Arkansas, Other
300 South Church Street
Jonesboro, AR 72401
Telephone Number: 870-932-1052

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

Bailey Contractors, General Corporation
2307 Congress Cove
Jonesboro, AR 72401
Telephone Number: (870) 933-9612

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

New Maintenance Facility for the City of Jonesboro, Arkansas
Contract Number: 2021:25
Lacy Drive, Jonesboro, Arkansas
The project consists of the new construction of a maintenance facility and associated site improvements for the City of Jonesboro, Arkansas..

The Architect:
(Name, legal status, address and other information)

Cooper Mixon Architects, PLLC, Professional Limited Liability Company
505 Union Street
2nd Floor
Jonesboro, AR 72401
Telephone Number: 870-336-0536

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.

§ 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.)

Init.

[X] Not later than thirty-nine (39) calendar weeks from 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
Not Applicable	

§ 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 one million, one hundred thirty-nine thousand, three hundred ninety-four and zero cents (\$ 1,139,394.00), 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
Not Applicable	

§ 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
Not Applicable		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Special Inspections Allowance	\$5,000.00
Undercutting Allowance	\$6,600.00

§ 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)
Alternate Flooring Adhesive	Sq. Ft.	\$0.30
Remedial Floor Coating	Sq. Ft.	\$4.00
Undercutting	Cubic Yard	\$22.00

§ 4.5 Liquidated damages, if any:

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

\$500.00 Per Day

§ 4.6 Other:

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

Not Applicable

Init.

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:

Not Applicable

§ 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%

Init.

§ 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.)

General Conditions, Insurance

§ 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.)

Not Applicable

§ 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 the project at the date of 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 certification of payment is accompanied with all 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.)

Legal rate prevailing from time to time at the place where the Project is located.

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.)

Not applicable

Init.

§ 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.)

- 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.)

Not Applicable

§ 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
300 South Church Street
Jonesboro, AR 72401
Telephone Number: (870) 932-2438

Mobile Number: (870) 351-7768
Email Address: clight@jonesboro.org

§ 8.3 The Contractor’s representative:

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

Kevin Bailey
2307 Congress Cove
Jonesboro, AR 72401
Telephone Number: (870) 933-9612

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User Notes:

Mobile Number: (870) 926-2608
Email Address: kevin@baileygc.com

§ 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.)

Not Applicable

§ 8.7 Other provisions:

Not Applicable

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 Drawings

LIST OF DRAWING SHEETS

SHEET NUMBER SHEET NAME

S-001	GENERAL NOTES
S-101	FRAMING PLANS
S-201	ELEVATIONS
S-301	FOUNDATION SECTIONS AND DETAILS

GENERAL INFORMATION

G-01	SHEET INDEX, ABBREVIATIONS, LEGEND
G-02	CODE ANALYSIS

CIVIL

C-101	DIMENSION PLAN
C-102	GRADING PLAN
C-103	UTILITY PLAN

C-104	DEMOLITION PLAN
ARCHITECTURAL	
A-01	GENERAL NOTES, ABBREVIATIONS, MATERIALS LEGEND
AS101	ARCHITECTURAL SITE PLAN, CONST. SIGN
A-02	PARTITION TYPES AND PLAN DETAILS
A-101	FLOOR PLAN
A-102	REFLECTED CEILING PLAN
A-103	ROOF PLAN
A-201	EXTERIOR ELEVATIONS
A-301	BUILDING SECTIONS
A-302	BUILDING SECTIONS
A-401	WALL SECTIONS
A-501	ENLARGED TOILET PLAN, ELEVATIONS, ADA MOUNTING
HEIGHTS	
A-601	DOOR SCHEDULE, DOOR & FRAME ELEVATIONS, ALUM. FRAME
ELEVATIONS	
PLUMBING	
P-001	PLUMBING GENERAL NOTES AND LEGEND
P-101	FLOOR PLAN - SANITARY SEWER AND VENT
P-102	FLOOR PLAN - DOMESTIC WATER
P-201	PLUMBING RISER DIAGRAMS
P-301	PLUMBING DETAILS
P-401	PLUMBING SCHEDULES
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M-001	MECHANICAL GENERAL NOTES AND LEGENDS
M-101	FLOOR PLAN – HVAC DUCTWORK
M-201	MECHANICAL NOTES
M-301	MECHANICAL SCHEDULES
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E-101	FLOOR PLAN – LIGHTING
E-102	FLOOR PLAN – POWER AND SYSTEMS
E-103	FLOOR PLAN – MECHANICAL POWER
E-201	ELECTRICAL – DETAILS AND DIAGRAMS
E-301	ELECTRICAL SCHEDULES

**END OF
SECTION**

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- 00 21 13 - Instructions to Bidders
 - AIA Document A701 - 2018 Instructions to Bidders
- 00 31 00 - Available Project Information
 - Geotechnical Report
- 00 41 00 - Bid Form
 - Anti-Collusion Statement Form
 - Suspension and Debarment Form
 - Statement of Bidder's Qualifications
- 00 50 00 - Contracting Forms and Supplements
- 00 52 00 - Agreement Form
 - AIA Document A101 - 2017 Standard Form of Agreement between Owner and Contractor where the basis of payment is a Stipulated Sum.
 - AIA Document A101 - 2017 Exhibit A - Insurance and Bonds
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- 01 21 00 - Allowances
- 01 22 00 - Unit Prices
- 01 25 00 - Substitution Procedures
- 01 25 10 - Substitution Request Form
- 01 30 00 - Administrative Requirements
- 01 32 16 - Construction Progress Schedule
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END OF SECTION

(Table deleted)

.6 Addenda, if any:

Number	Date	Pages
ADDENDUM 001	October 7, 2021	8
ADDENDUM 002	October 18, 2021	14

(Paragraphs deleted)

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.

.7 Other Exhibits:

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

[
(Paragraphs deleted)

] Supplementary and other Conditions of the Contract:

INCLUDED IN PROJECT MANUAL

(Table deleted)

- .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. Advertisement for Bids
2. Contractor’s Bid and Bid Bond
3. Suspension and Debarment
4. Anti-Collusion Statement
5. Statement of Bidder’s Qualifications
6. Certified Bid Tabulation
7. Certificate(s) of Insurance
8. Payment and Performance Bonds (filled/recorded in Craighead County)
9. Contractor’s Affidavit of Payment of Debts and Claims (required at close-out)
10. Contractor’s Release of Liens (required at close-out)
11. Consent of Surety of Final Payment (required at close-out)

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



CONTRACTOR (Signature)

Kevin Bailey, President

(Printed name and title)

Additions and Deletions Report for **AIA® Document A101® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the TENTH day of DECEMBER in the year 2021

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City of Jonesboro, Arkansas, Other
300 South Church Street
Jonesboro, AR 72401
Telephone Number: 870-932-1052

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2307 Congress Cove
Jonesboro, AR 72401
Telephone Number: (870) 933-9612

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New Maintenance Facility for the City of Jonesboro, Arkansas
Contract Number: 2021:25
Lacy Drive, Jonesboro, Arkansas
The project consists of the new construction of a maintenance facility and associated site improvements for the City of Jonesboro, Arkansas..

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Cooper Mixon Architects, PLLC, Professional Limited Liability Company
505 Union Street
2nd Floor
Jonesboro, AR 72401
Telephone Number: 870-336-0536

PAGE 2

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

PAGE 3

[] ~~Not later than () calendar days from the date of commencement of the Work.~~ ~~Not later than thirty-nine (39) calendar weeks from Notice to Proceed.~~

...

Not Applicable

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one million, one hundred thirty-nine thousand, three hundred ninety-four and zero cents (\$ 1,139,394.00), subject to additions and deductions as provided in the Contract Documents.

...

Not Applicable

...

Not Applicable

...

<u>Special Inspections Allowance</u>	<u>\$5,000.00</u>
<u>Undercutting Allowance</u>	<u>\$6,600.00</u>

...

<u>Alternate Flooring Adhesive</u>	<u>Sq. Ft.</u>	<u>\$0.30</u>
<u>Remedial Floor Coating</u>	<u>Sq. Ft.</u>	<u>\$4.00</u>
<u>Undercutting</u>	<u>Cubic Yard</u>	<u>\$22.00</u>

...

\$500.00 Per Day

...

Not Applicable
PAGE 4

Not Applicable

§ 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.

...

Five Percent 5%
PAGE 5

General Conditions, Insurance

...

Not Applicable

...

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

...

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

...

%—Legal rate prevailing from time to time at the place where the Project is located.

...

Not applicable

PAGE 6

[] Litigation in a court of competent jurisdiction

...

Not Applicable

...

Craig Light
300 South Church Street
Jonesboro, AR 72401
Telephone Number: (870) 932-2438
Mobile Number: (870) 351-7768
Email Address: clight@jonesboro.org

...

Kevin Bailey
2307 Congress Cove
Jonesboro, AR 72401
Telephone Number: (870) 933-9612

PAGE 7

Mobile Number: (870) 926-2608
Email Address: kevin@baileygc.com

...

Not Applicable

...

Not Applicable

...

.4 — AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

.4 Drawings

LIST OF DRAWING SHEETS

SHEET NUMBER SHEET NAME

<u>S-001</u>	<u>GENERAL NOTES</u>
<u>S-101</u>	<u>FRAMING PLANS</u>
<u>S-201</u>	<u>ELEVATIONS</u>
<u>S-301</u>	<u>FOUNDATION SECTIONS AND DETAILS</u>

GENERAL INFORMATION

<u>G-01</u>	<u>SHEET INDEX, ABBREVIATIONS, LEGEND</u>
<u>G-02</u>	<u>CODE ANALYSIS</u>

CIVIL

<u>C-101</u>	<u>DIMENSION PLAN</u>
<u>C-102</u>	<u>GRADING PLAN</u>
<u>C-103</u>	<u>UTILITY PLAN</u>
<u>C-104</u>	<u>DEMOLITION PLAN</u>

ARCHITECTURAL

<u>A-01</u>	<u>GENERAL NOTES, ABBREVIATIONS, MATERIALS LEGEND</u>
<u>AS101</u>	<u>ARCHITECTURAL SITE PLAN, CONST. SIGN</u>
<u>A-02</u>	<u>PARTITION TYPES AND PLAN DETAILS</u>
<u>A-101</u>	<u>FLOOR PLAN</u>
<u>A-102</u>	<u>REFLECTED CEILING PLAN</u>
<u>A-103</u>	<u>ROOF PLAN</u>
<u>A-201</u>	<u>EXTERIOR ELEVATIONS</u>
<u>A-301</u>	<u>BUILDING SECTIONS</u>
<u>A-302</u>	<u>BUILDING SECTIONS</u>
<u>A-401</u>	<u>WALL SECTIONS</u>
<u>A-501</u>	<u>ENLARGED TOILET PLAN, ELEVATIONS, ADA MOUNTING</u>
<u>HEIGHTS</u>	
<u>A-601</u>	<u>DOOR SCHEDULE, DOOR & FRAME ELEVATIONS, ALUM. FRAME</u>
<u>ELEVATIONS</u>	

PLUMBING

<u>P-001</u>	<u>PLUMBING GENERAL NOTES AND LEGEND</u>
<u>P-101</u>	<u>FLOOR PLAN - SANITARY SEWER AND VENT</u>
<u>P-102</u>	<u>FLOOR PLAN - DOMESTIC WATER</u>
<u>P-201</u>	<u>PLUMBING RISER DIAGRAMS</u>
<u>P-301</u>	<u>PLUMBING DETAILS</u>
<u>P-401</u>	<u>PLUMBING SCHEDULES</u>

MECHANICAL

<u>M-001</u>	<u>MECHANICAL GENERAL NOTES AND LEGENDS</u>
--------------	---

<u>M-101</u>	<u>FLOOR PLAN – HVAC DUCTWORK</u>
<u>M-201</u>	<u>MECHANICAL NOTES</u>
<u>M-301</u>	<u>MECHANICAL SCHEDULES</u>

ELECTRICAL

<u>E-001</u>	<u>ELECTRICAL GENERAL NOTES AND LEGENDS</u>
<u>E-101</u>	<u>FLOOR PLAN – LIGHTING</u>
<u>E-102</u>	<u>FLOOR PLAN – POWER AND SYSTEMS</u>
<u>E-103</u>	<u>FLOOR PLAN – MECHANICAL POWER</u>
<u>E-201</u>	<u>ELECTRICAL – DETAILS AND DIAGRAMS</u>
<u>E-301</u>	<u>ELECTRICAL SCHEDULES</u>

END OF
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PROCUREMENT AND CONTRACTING REQUIREMENTS

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<u>00 11 13 - Advertisement for Bids</u>
<u>00 21 13 - Instructions to Bidders</u>
<u>_____ AIA Document A701 - 2018 Instructions to Bidders</u>
<u>00 31 00 - Available Project Information</u>
<u>_____ Geotechnical Report</u>
<u>00 41 00 - Bid Form</u>
<u>_____ Anti-Collusion Statement Form</u>
<u>_____ Suspension and Debarment Form</u>
<u>_____ Statement of Bidder's Qualifications</u>
<u>00 50 00 - Contracting Forms and Supplements</u>
<u>00 52 00 - Agreement Form</u>
<u>(Insert the date of the E203-2013 incorporated into this Agreement.) AIA</u>
<u>Document A101 - 2017 Standard Form of Agreement between Owner and Contractor</u>
<u>where the basis of payment is a Stipulated Sum.</u>
<u>_____ AIA Document A101 - 2017 Exhibit A - Insurance and Bonds</u>
<u>00 72 00 - General Conditions</u>
<u>_____ AIA Document A201 - 2017 General Conditions of the Contract for Construction</u>
<u>00 73 00 - Supplementary Conditions</u>
<u>_____ Maintenance Bond</u>

00 91 11 - ADDENDUM 001

00 91 02 – ADDENDUM 002 - CLARIFICATIONS

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- 01 51 00 - Temporary Utilities
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Erosion Control Letter
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DIVISION 04 -- MASONRY

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- 05 40 00 - Cold-Formed Metal Framing
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DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES

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DIVISION 07 -- THERMAL AND MOISTURE PROTECTION

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DIVISION 10 -- SPECIALTIES

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10 44 00 - Fire Protection Specialties

DIVISION 12 -- FURNISHINGS

12 21 13 - Horizontal Louver Blinds

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22 00 00 - Supplementary Plumbing General Conditions

22 05 16 - Expansion Fittings and Loops for Plumbing Piping

22 05 17 - Sleeves and Sleeve Seals for Plumbing Piping

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22 05 23 - General-Duty Valves for Plumbing Piping

22 05 29 - Hangers and Supports for Plumbing Piping and Equipment

22 05 48 - Vibration and Seismic Controls for Plumbing Piping and Equipment

22 05 53 - Identification for Plumbing Piping and Equipment

22 07 19 - Plumbing Piping Insulation

22 10 05 - Plumbing Piping

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22 30 00 - Plumbing Equipment

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- 23 05 29 - Hangers and Supports for HVAC Piping and Equipment
- 23 05 48 - Vibration and Seismic Controls for HVAC
- 23 05 53 - Identification for HVAC Piping and Equipment
- 23 05 93 - Testing, Adjusting, and Balancing for HVAC
- 23 07 13 - Duct Insulation
- 23 07 19 - HVAC Piping Insulation
- 23 23 00 - Refrigerant Piping
- 23 31 00 - HVAC Ducts and Casings
- 23 33 00 - Air Duct Accessories
- 23 34 23 - HVAC Power Ventilators
- 23 37 00 - Air Outlets and Inlets
- 23 81 26.13 - Small-Capacity Split-System Air Conditioners

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- 26 00 00 - Supplementary Electrical General Conditions
- 26 05 19 - Low-Voltage Electrical Power Conductors and Cables
- 26 05 26 - Grounding and Bonding for Electrical Systems
- 26 05 29 - Hangers and Supports for Electrical Systems
- 26 05 33.13 - Conduit for Electrical Systems
- 26 05 33.16 - Boxes for Electrical Systems
- 26 05 48 - Vibration and Seismic Controls for Electrical Systems
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- 26 05 83 - Wiring Connections
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- 28 46 00 - Fire Detection and Alarm

.5 - DRAWINGS END OF SECTION

Number	Title	Date
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.6 Specifications Addenda, if any:

<u>Section</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
<u>Number</u>	<u>Date</u>	<u>Pages</u>	
ADDENDUM 001	October 7, 2021	8	
ADDENDUM 002	October 18, 2021	14	

~~.7~~ Addenda, if any:

<u>Number</u>	<u>Date</u>	<u>Pages</u>
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~~.8~~ .7 Other Exhibits:

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[] 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:

<u>Title</u>	<u>Date</u>	<u>Pages</u>
--------------	-------------	--------------

[~~X~~] Supplementary and other Conditions of the Contract:

INCLUDED IN PROJECT MANUAL

<u>Document</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
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PAGE 13

1. Advertisement for Bids
2. Contractor's Bid and Bid Bond
3. Suspension and Debarment
4. Anti-Collusion Statement
5. Statement of Bidder's Qualifications
6. Certified Bid Tabulation
7. Certificate(s) of Insurance
8. Payment and Performance Bonds (filled/recorded in Craighead County)
9. Contractor's Affidavit of Payment of Debts and Claims (required at close-out)
10. Contractor's Release of Liens (required at close-out)
11. Consent of Surety of Final Payment (required at close-out)

...

Harold Copenhaver, Mayor

Kevin Bailey, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:36:46 ET on 12/10/2021 under Order No. 6273488434 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed) Digitally signed by John C. Mixon, AIA
DN: C=US,
E=jmixon@coopermixon.com,
O="Cooper Mixon Architects, PLLC", OU=Architect,
CN="John C. Mixon, AIA"

(Title) Reason: I agree to the terms defined by the placement of my signature on this document
Date: 2021.12.10

(Dated) 15:47:45-06'00'

AIA[®] Document A101[®] – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the TENTH day of DECEMBER in the year 2021
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

City of Jonesboro Maintenance Facility
Contract Number 2021:25
Lacy Drive, Jonesboro, Arkansas

THE OWNER:
(Name, legal status and address)

City of Jonesboro, Arkansas, Other
300 South Church Street
Jonesboro, AR 72401

THE CONTRACTOR:
(Name, legal status and address)

Bailey Contractors, Inc. General Corporation
2307 Congress Cove
Jonesboro, AR 72401

TABLE OF ARTICLES

- A.1 GENERAL**
- A.2 OWNER'S INSURANCE**
- A.3 CONTRACTOR'S INSURANCE AND BONDS**
- A.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201[™]-2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

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.

This document is intended to be used in conjunction with AIA Document A201[®]-2017, General Conditions of the Contract for Construction. Article 11 of A201[®]-2017 contains additional insurance provisions.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner’s usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder’s risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit
Not Applicable	

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect’s and Contractor’s services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
Not Applicable	

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner’s occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

Init.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

- § A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

- § A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

- § A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

- § A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

- § A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

- § A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

§ A.2.5.1 **Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. (Indicate applicable limits of coverage or other conditions in the fill point below.)

§ A.2.5.2 **Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits
Not Applicable	

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 **Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 **Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 **Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$ 1,000,000.00) each occurrence, Two Million Dollars (\$ 2,000,000.00) general aggregate, and Two Million Dollars (\$ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and Two Million Dollars (\$ 2,000,000.00) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

Not Applicable

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
- (Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

§ A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.

§ A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

§ A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

§ A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[] **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
Not Applicable	

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	100% of Contract Amount
Performance Bond	100% of Contract Amount

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Not Applicable

Additions and Deletions Report for **AIA® Document A101® – 2017 Exhibit A**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:39:08 ET on 12/10/2021.

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the TENTH day of DECEMBER in the year 2021

...

City of Jonesboro Maintenance Facility
Contract Number 2021:25
Lacy Drive, Jonesboro, Arkansas

...

City of Jonesboro, Arkansas, Other
300 South Church Street
Jonesboro, AR 72401

...

Bailey Contractors, Inc. General Corporation
2307 Congress Cove
Jonesboro, AR 72401

PAGE 2

Not Applicable

...

Not Applicable

PAGE 4

Not Applicable

...

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$ 1,000,000.00) each occurrence, Two Million Dollars (\$ 2,000,000.00) general aggregate, and Two Million Dollars (\$ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

PAGE 5

§ A.3.2.6 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and Two Million Dollars (\$ 2,000,000.00) policy limit.

...

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate.

PAGE 6

Not Applicable

...

[] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

PAGE 7

Not Applicable

...

Payment Bond	<u>100% of Contract Amount</u>
Performance Bond	<u>100% of Contract Amount</u>

...

Not Applicable

**SECTION 00 11 13
ADVERTISEMENT FOR BIDS**

FROM:

1.01 THE OWNER (HEREINAFTER REFERRED TO AS OWNER):

- A. The City of Jonesboro, Arkansas
- B. Address:
 - 400 Lacy Drive
 - Jonesboro, Arkansas 72401

1.02 AND THE ARCHITECT (HEREINAFTER REFERRED TO AS ARCHITECT):

- A. Cooper Mixon Architects, PLLC
 - 1. Address: 505 Union Street, 2nd Floor, Jonesboro, Arkansas 72401.

1.03 TO: POTENTIAL BIDDERS

- A. Your firm is invited to submit an offer under seal to Owner for construction of a facility located at:
 - 400 Lacy Drive
 - Jonesboro, Arkansas 72401Before 4:00 pm local standard time on the 14th day of October, 2021, for:
 - 1. Project: New Maintenance Facility for the City of Jonesboro, Arkansas.
- B. Bids can be dropped off at the first floor lobby attendant of the Municipal Building up until 2:00 p.m., at a date and time listed above.
 - 1. First floor conference room has been reserved for the opening of bids.
 - 2. A maximum of ten (10) persons will be allowed to meet in the conference room. Social distancing will be observed.
 - 3. Face coverings will be required.
- C. Architect's Project Number: 2109
- D. Owner's Contract Number: 2021:25
- E. All bidders are requested to attend a Pre-Bid Conference at City of Jonesboro Public Works Department Administration Building, located at 2604 Dan Avenue, Jonesboro, at 10:00 am local time, on the 5th day of October, 2021.
- F. Project Description: The project consists of the new construction of a maintenance facility for the City of Jonesboro, Arkansas.
- G. Bidders will be required to provide Bid security in the form of a Bid Bond of a sum no less than 5 percent of the Bid Amount. Proposals shall be accompanied by a cashier's or certified check upon a national or state bank in an amount not less than five percent (5%) of the total maximum bid price payable without recourse to the City of Jonesboro or a Bid Bond in the same amount from a reliable surety company, as a guarantee that bidder will enter into a contract and execute Performance and Payment Bonds within ten (10) days after Notice of Award of Contract. The Notice of Award of Contract shall be given by the Owner within Sixty (60) days following the opening of bids.
- H. The successful bidder must furnish a Performance and Payment Bond upon the form provided in the amount of one hundred percent (100%) of the contract price from an approved surety company holding a permit from the State of Arkansas to act as surety, or other surety or sureties acceptable to the Owner.
- I. Bid Documents for a Stipulated Sum contract may be obtained from the office of Jonesboro Blueprint and Supply, 222 Madison Street, Jonesboro, AR 72401 upon receipt of a refundable deposit, by cash or check (payable to Cooper Mixon Architects PLLC) in the amount of \$100.00 for one set.

- J. Documents may be obtained only by Bidders. Others may view the Bid Documents at the office of the Owner.
- K. Refer to other bidding requirements described in Document 00 21 13 - Instructions to Bidders and Document 00 31 00 - Available Project Information.
- L. Submit your offer on the Bid Form provided. Bidders may supplement this form as appropriate.
- M. Proposals will be considered on the basis of cost. The City of Jonesboro reserves the right to reject any or all bids, to waive any informalities, and to accept the proposal deemed to be for their best interest.
- N. Your offer will be required to be submitted under a condition of irrevocability for a period of 60 days after submission.
- O. The City of Jonesboro hereby notifies all bidders that this Contract is subject to applicable Labor Laws, Non-Discrimination Provisions, Wage Rate Laws and other Federal Laws, including the Fair Labor Standards Acts of 1938. The Work Hours Act of 1962 and Title VI of the Civil Rights Act of 1964 also apply.
- P. The City of Jonesboro encourages participation of small, minority, and woman owned business enterprises in the procurement of goods, services, and construction, either as a general contractor or a subcontractor. It is further requested that whenever possible, majority contractors who require subcontractors, seek qualified small, minority, and women owned businesses to partner with them.

END OF SECTION

New Maintenance Facility
The City of Jonesboro, AR

CONSTRUCTION
DOCUMENTS

SEPT 2021
Architect's Project #2109

**SECTION 00 41 00
BID FORM**

THE PROJECT AND THE PARTIES

1.01 TO:

- A. The City of Jonesboro, Arkansas (Owner)
Jonesboro, Arkansas 72401

1.02 FOR:

- A. Project: New Maintenance Facility for the City of Jonesboro, Arkansas
1. Architect's Project Number: 2109
2. City Contract Number: 2021:25
400 Lacy Drive
Jonesboro, Arkansas 72401

1.03 DATE: 10/21/21 (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name Bailey Contractors Inc.
1. Address 2307 Congress Cove
2. City, State, Zip Jonesboro, AR 72401
3. Contractor's License Number: 0180240422

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by Cooper Mixon Architects PLLC for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of: K.A. Hundred thirty nine thousand
- B. one million one ~~hundred~~ ~~thirty~~ ~~four~~
three hundred ~~thirty~~ ~~four~~ dollars
(\$ 1,139,394.00), in lawful money of the United States of America.
- C. We have included the required security Bid Bond as required by the Instruction to Bidders.
- D. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.
- E. We have included the required Maintenance Bond required following the Supplementary Conditions.
- F. All applicable federal taxes are included and State of Arkansas taxes are included in the Bid Sum.
- G. All Cash and Contingency Allowances described in Section 01 21 00 - Allowances are included in the Bid Sum.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
1. Furnish the required bonds within ten days of receipt of Notice of Award.
2. 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 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.

- E. Liquidated damages have no value when determining the lowest responsive and responsible Bidder.

1.07 CONTRACT TIME

- A. If this Bid is accepted, we will:
1. Complete the Work in [39] calendar weeks from Notice to Proceed.

1.08 LIQUIDATED DAMAGES

- A. The amount of Liquidated Damages per Day to be assessed shall be in accordance with the schedule that follows:

<u>1. Amount of Contract</u>	<u>Liquidated Damages Per Day</u>
2. Less than \$25,000.00	\$100.00
3. Not less than \$25,000.00 but less than \$50,000.00	\$150.00
4. Not less than \$50,000.00 but less than \$100,000.00	\$200.00
5. Not less than \$100,000.00 but less than \$500,000.00	\$250.00
6. Not less than \$500,000.00 but less than \$1,000,000.00	\$350.00
7. Over \$1,000,000.00	\$500.00

1.09 UNIT PRICES TO BE INCLUDED IN BASE PROPOSAL

- A. The following are Unit Prices for specific portions of the Work as listed. The Undersigned agrees that the following UNIT PRICES shall govern changes in the Work, whether they be ADDITIONS or DEDUCTIONS to the Contract Sum required during the course of the Work. Unit Prices shall be the same for Additions or Deductions. All Unit Prices shall be total installed costs including overhead, profit, geotechnical engineering and all other necessary costs. Proposing separated add and deduct unit prices shall subject this Bid Proposal to be rejected as "non-responsive." The following is the list of Unit Prices:

- B. ITEM DESCRIPTION - UNIT QUANTITY - UNIT PRICE - ITEM VALUE
1. Price per cu.yd. for undercut and backfill: - Qty - Unit Price - \$ 22.00

1.10 UNIT PRICES NOT INCLUDED IN THE BASE PROPOSAL

- A. Unit Prices **NOT** included in the Base Proposal. Unit prices shall include overhead, profit, and all other costs to complete the work.
- Unit Price for Alternate Flooring Adhesive in the event such remediation is required. Refer to Section 09 05 61 Common Work Results for Flooring Preparation:
 - Total square foot of area 1500 area sq. ft.
 - Allowance for Adhesive per square foot \$.30.
Total Amount \$ 450.00
(sq. ft. times price per sq. ft.)
 - Unit Price for Remedial Floor Coating in the event such remediation is required. Refer to Section 09 05 61 Common Work Results for Flooring Preparation:
 - Total square foot of area 1500 area sq. ft.
 - Allowance for Remedial Coating per square foot \$ 4.00.
Total Amount \$ 6000.00
(sq. ft. times price per sq. ft.)
 - Unit Price for Undercutting in the event such remediation is required.
 - Allowance for Undercutting per cubic yard \$ 22.00.

1.11 ALLOWANCES INCLUDED IN THE BASE PROPOSAL

- A. Special Inspections Allowance: Include the stipulated sum listed below for engaging the independent special inspection agency and the required special inspections and testing as directed by the Architect.
- \$5,000.00

- B. Undercutting Allowance: The contractor shall include in the base bid contract amount an allowance for undercutting of existing unsuitable material and replacement with suitable fill material at the above contract unit price for following:

1. 300 CY at the unit price indicated in the paragraph above.
 - a. \$ 60400.00

1.12 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.

1. Addendum # 1 Dated 10/7/21
2. Addendum # 2 Dated 10/18/21

1.13 BID FORM SUPPLEMENTS

- A. The following information is included with Bid submission:
1. Subcontractors: Mechanical Work - HVAC (indicative of heating, air conditioning, and ventilating), Electrical Work (indicative of wiring and illuminating fixtures), and any other associated subcontractors working on the project.
 2. I submit the names of the following subcontractors we propose to use, and their State contractor License Numbers. (Indicate "none" if subcontractor is not required for this project. Include Prime Bidder's name and license number if Prime Bidder is doing this work itself and the Prime Bidder's contractor license is qualified for this specialty.)
 - a. MECHANICAL WORK - HVAC
 - 1) Name: Control Heating & Cooling
 - 2) License # ~~0011040122~~ 0011040122
 - b. PLUMBING WORK
 - 1) Name: Adams & Cooper Plumbing Co. Inc.
 - 2) License # 0010620322
 - c. ELECTRICAL WORK
 - 1) Name: East Arkansas Electrical Contractors
 - 2) License # 0242280422
 - d. ROOFING AND SHEET METAL WORK
 - 1) Name: Bailey Contractors Inc.
 - 2) License # 0180240422
- B. The following Supplements are to be attached by the Bidder to this Bid Form and are considered an integral part of this Bid Form:
1. The Anti-Collusion Certification (following 00 41 00 BID FORM) must be executed and submitted with the bids at the time proposals are submitted.
 2. Suspension and Debarment Certification (following 00 41 00 BID FORM) must be executed and submitted with the bids at the time proposals are submitted.
 3. STATEMENT OF BIDDER'S QUALIFICATIONS: Each Bidder shall submit on the form furnished for that purpose (following 00 41 00 BID FORM), a statement of the Bidder's qualifications, his experience record in construction of work similar to that which here is involved, and his organization and equipment available for the work contemplated; and when specifically requested by the Owner, the Bidder shall provide a detailed financial statement. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the

Contract, and the Bidder shall furnish the Owner all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is qualified to carry out properly the terms of the Contract.

1.14 FURTHER CONDITIONS

- A. The undersigned, by submitting this Bid, further agrees:
1. To accept the provisions of the "INSTRUCTIONS TO BIDDERS."
 2. That Bidder understands that the Work must comply with accessibility laws and will ensure that the Work is built in strict accordance with the Contract Documents (Drawings, Plans, and Specifications), of which this Proposal is made a part.
 3. To accomplish the Work, including products, equipment, and systems; complete and functional; ready for operation.
 4. To allow any Federal, State or Local inspector, acting in their official capacity, access to the project site.
 5. That Bidder or subcontractor will not employ or contract with any illegal immigrants.
 6. That it is understood that the Owner may reject any or all bids and waive any informalities or irregularities.

1.15 ATTACHMENTS

- A. Bid Security.
- B. Power of Attorney for Bid Bond for the Bid Security.

1.16 BID FORM SIGNATURE(S)

The Corporate Seal of

BAILEY CONTRACTORS INC.

(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

KEVIN BAILEY, PRESIDENT

(Authorized signing officer, Title)

(Seal)

Kevin Bailey, President

(Authorized signing officer, Title)

- 1.17 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.**

END OF SECTION



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that **Bailey Contractors, Inc., 2307 Congress Cove, Jonesboro, AR 72401**

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

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

as Surety, hereinafter called the Surety, are held and firmly bound unto **The City of Jonesboro, Arkansas**

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of Amount Bid**

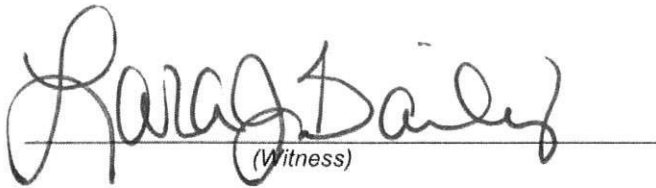
Dollars(\$ 5%)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

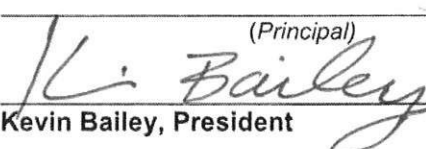
WHEREAS, the Principal has submitted a bid for **New Maintenance Facility**.

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

Signed and sealed **21st** day of **October**, **2021**.

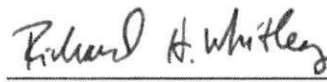

(Witness)

Bailey Contractors, Inc.

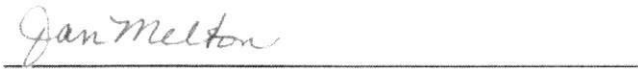
{ _____ (Principal) (Seal)

Kevin Bailey, President

SureTec Insurance Company

{ _____ (Surety)


(Title)
Richard H. Whitley, Attorney-in-fact




(Witness)
Jan Melton

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Michael A. McDaniel, Richard H. Whitley, James S. Brown

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Ten Million and 00/100 Dollars (\$10,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provision:

Attorney in Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 27th day of August A.D. 2020.

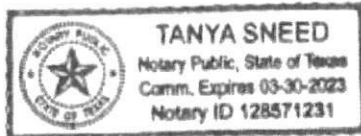


SURETEC INSURANCE COMPANY

By: *Michael C. Keimig*
Michael C. Keimig, President

State of Texas 55
County of Harris

On this 27th day of August A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Tanya Sneed
Tanya Sneed, Notary Public
My commission expires March 30, 2023

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect, and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect

Given under my hand and the seal of said Company at Houston, Texas this 21st day of October, 2021, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4310005
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.



Suspension and Debarment

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

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

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

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

BAILEY CONTRACTORS INC.

(Name of Bidder/Proposer)

KEVIN BAILEY

(Printed Name of Bidder's Agent)

Kevin Bailey

(Signature of Bidder's Agent)

PRESIDENT

(Printed Title of Bidder's Agent)

10-21-21

(Date Executed)

Anti-Collusion Statement

TO ALL BIDDERS / OFFERORS:

THIS STATEMENT MUST BE EXECUTED AND RETURNED WITH BID /PROPOSAL DOCUMENTS.

In the preparation and submission of this bid/proposal on behalf of

BAILEY CONTRACTORS INC. (name of vendor), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS, Sections 1 et seq. The undersigned vendor hereby certifies that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and that no person acting for, or employed by the **City of Jonesboro** has an interest in, or is concerned with this proposal; and that no persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

BAILEY CONTRACTORS INC.

(Name of Bidder/Proposer)

KEVIN BAILEY

(Printed Name of Bidder's Agent)

Kevin Bailey

(Signature of Bidder's Agent)

PRESIDENT

(Printed Title of Bidder's Agent)

10/24/21

(Date Executed)

VI. STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder.
BAILEY CONTRACTORS INC
2. Permanent main office address.
2307 CONGRESS COVE, JONESBORO, AR. 72401
3. When organized.
MAY 29, 2008
4. If a corporation, where incorporated.
ARKANSAS
5. How many years have been engaged in the contracting business under your present firm or trade name? 13 YEARS
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion).
SEE ATTACHMENT A
7. General character of work performed by your company.
INDUSTRIAL, RETAIL, SCHOOLS, CHURCHES, MAIN BUILDINGS
8. Have you ever failed to complete any work awarded to you?
NO
9. Have you ever defaulted on a Contract?
NO
If so, where and why?
N/A
10. Have you ever been fined or had your license suspended by a Contractor's Licensing Board?
NO
If so, where and why?
N/A
11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
SEE ATTACHMENT B
12. List your major equipment available for this Contract.
WPTS, DOZERS, EXCAVATORS, SKID STEERS, DUMP TRUCKS, ETC.
13. Experience in construction work similar in importance to this project.
BAILEY WAS THE CONTRACTORS ON THE OTHER CITY SHOP BUILDINGS
14. Background and experience of the principal members of your organization, including the officers.
SEE ATTACHMENT C
15. Credit available: \$ ONE MILLION DOLLARS.
16. Give Bank reference: SEE ATTACHMENT D
17. Will you, upon request, fill out a detailed financial statement and furnish any other information
YES

that may be required by the Owner?

18. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner, in verification of the recitals comprising this statement of Bidder's Qualifications.

Dated at ~~2:00 PM~~ ^{10:30 AM} ~~October 20~~ ²¹ this 21ST

day of OCTOBER, 2021.

BAILEY CONTRACTORS INC
(Name of Bidder)

By Ki Bailey

Title President

STATE OF Arkansas

COUNTY OF Craighead)SS.

Kevin Bailey being duly sworn deposes and says that

he is President of Bailey Contractors, Inc.
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME this 21st day of Oct, 2021.

Lara J Bailey
(Notary Public)

My Commission Expires:

6/10/28



ATTACHMENT A

SECTION 3.4 MAJOR CONSTRUCTION PROJECTS IN PROGRESS

Blue Sky-New Office Building

10843 Hwy 49
Brookland, AR 72417
Contract Amount: \$1,666,461.83
Percentage Complete: 45%
Scheduled Completion Date: 2/10/22
Owner: Blue Sky Technologies
Architect: Brackett-Krennerich

Crye-Leike Commercial Retail Center

2907 Caraway Rd.
Jonesboro, AR 72401
Contract amount: \$1,313,484.00
Percentage complete: 80%
Scheduled completion date: 9/27/21
Owner: Harold E. Crye Revocable Living Trust
Architect: Johnson Architects, PLC

Jonesboro High School Classroom Addition

301 Hurricane Drive
Jonesboro, AR 72401
Contract Amount: \$12,159,446.38
Percentage Complete: 60%
Scheduled Completion Date: 7/22
Owner: Jonesboro School District No.1
Architect: Steiling Architecture

Andy's Self Storage

4119 Stadium Blvd.
Jonesboro, AR 72401
Contract Amount: \$2,043,369.00
Percentage Complete: 0%
Scheduled Completion Date: 4/30/2022
Owner: Scott Young
Architect: Paul Hoelscher

Sanctuary Church

3111 Rook Rd.
Jonesboro, AR 72401
Contract Amount: \$2,697,234.00
Percentage Complete: 25%
Scheduled Completion Date: 3/22
Architect: Daniel G. White

ATTACHMENT B

3.5 Major Construction Projects Completed

2020 The Learning Center PT/OT Addition \$825,354.64
2808 Fox Meadow Lane Jonesboro, AR 72401
The Learning Center, Owner

Chicken Salad Chick-Conway \$382,846.00
2235 Dave Ward Drive Suite 301 Conway, AR 72034
Central Chick LLC, Owner

Jonesboro Airport-Lease T-Hangers \$1,369,552.02
3901 Lindberg Drive Jonesboro, AR 72401
Jonesboro Municipal Airport, Owner

Bay Schools Mechanical Upgrades \$279,029.67
700 School Street Bay, AR 72411
Bay School District, Owner

Mike McDaniel Shop \$188,042.00
193 CR 788 Jonesboro, AR 72401
Mike McDaniel, Owner

ASUN Equipment Repair \$306,615.27
7648 Victory Blvd. Newport, AR 72112
Arkansas State University Newport, Owner

Journey Church Kids Expansion \$1,942,967.46
1701 Disciple Drive Jonesboro, AR 72401
Journey Church, Owner

Walnut Ridge National Guard Armory Latrine \$325,976.82
1121 SE Front Street Walnut Ridge, AR 72476
Walnut Ridge National Guard Armory, Owner

Jonesboro Country Club Kitchen Renovation \$901,474.39
1408 E. Nettleton Ave. Jonesboro, AR 72401
Jonesboro Country Club, Owner

Ridge Runner Beef Processor \$250,000.00
5642 CR 333 Jonesboro, AR 72401
Robert Montgomery, Owner

2019 Jonesboro High School Robotics Lab \$192,888.74
301 Hurricane Drive, Jonesboro, AR 72401
Monroe Pointer, Facilities Director 870-933-5862

Jonesboro Public Library Remodel \$154,130.35
215 West Oak Street, Jonesboro, AR 72401
Craighead County Judge, Marvin Day 870-933-4500

Cavanaugh GMC Shop Addition \$600,000.00
3487 Hwy. 67 N., Walnut Ridge, AR 72476
Cavanaugh Properties, Owner

Northeast Arkansas Federal Credit Union \$2,406,074.00
2909 Hwy.49N Paragould, AR 72450
Northeast Arkansas Credit Union, Owner

Cavanaugh Chrysler Jeep Dodge Dealership \$2,728,031.00
3507 Hwy. 67 N. Walnut Ridge, AR 72450
Cavanaugh Trust Properties, Owner

ASU Ellis Library Exterior Repairs \$542,701.50
322 University Loop Circle Jonesboro, AR 72401
Arkansas State University, Owner

ASU Newport Student Center Renovations \$687,121.45
7648 Victory, Newport AR 72112
Craighead County, Owner

ASU Northend Parking Deck \$201,478.86
111 N. Caraway Road Jonesboro, AR 72401
Arkansas State University, Owner

Craighead County Crisis Unit \$758,500.00
837 Willett Road Jonesboro, AR 72401
Craighead County, Owner

Renovations to Baker Health Care \$450,000.00
824 Cobb Street Jonesboro, AR 72401
Baker Health Care, Owner

2018 Awaken Church \$634,071.50
2101 Fowler Suite A, Jonesboro, AR 72401
Chad Gonzales, Pastor 870-938-0522

Car Choice of Memphis \$749,003.76
2514 Mt. Moriah Road, Memphis, TN 38134
Ray Osment, Owner 870-336-3941

Chicken Salad Chick \$730,000.00
2821 Parkwood Road, Jonesboro, AR 72401
NEA Chick, LLC, Melissa Hardcastle 251-583-8838

Success Academy Re-roof and HVAC Replacement \$887,260.42
613 N. Fisher Street, Jonesboro, AR 72401
Monroe Pointer, Facilities Director 870-933-5862

JPS NEACTC Welding Shop \$294,075.50
1727 South Main, Jonesboro, AR 72401
Monroe Pointer, Facilities Director 870-933-5862

Joe Mack Campbell Park Shop Building \$849,057.90
310 CWL Drive, Jonesboro, AR 72401
City of Jonesboro, Craig Light, Engineering Director 870-932-2438

Joe Mack Campbell Park Concession Building \$579,000.00
531 CWL Drive, Jonesboro, AR 72401
City of Jonesboro, Craig Light, Engineering Director 870-932-2438

Southside Concession Building \$695,647.08
5003 South Stadium Blvd., Jonesboro, AR 72401
City of Jonesboro, Craig Light, Engineering Director 870-932-2438

Fire Protection of Arkansas \$1,517,769.90
4204 Southwest Drive, Jonesboro, AR 72404
Rusty Bradley, Owner 870-932-2643

Home IV Renovation \$509,920.00
206 N. Main, Jonesboro, AR 72401
Julia Robison, Owner 870-926-4605

2017 Showroom for Mid-South Plumbing \$766,571.00
2630 East Highland Drive, Jonesboro, AR 72401
Warren and Tina Coats, Owners 870-932-8329

Northeast Arkansas Federal Credit Union Blytheville Renovations \$425,000.00
221 N. Broadway Street, Blytheville, AR 72315
Sherry Gray, CEO 870-930-6236

Academies Classroom Addition to Jonesboro High School \$2,344,913.59
301 Hurricane Drive, Jonesboro, AR 72401
Monroe Pointer, Facilities Director 870-933-5862

New Showroom Facility for Car Choice \$1,584,465.00
3000 Stadium Boulevard & Parker Road, Jonesboro, AR 72401

Ray Osment, Owner 870-336-3941

Hounds Hideaway \$613,964.51
100 Congress Circle, Jonesboro, AR 72401
Chad and Lacey Vance, Owners 870-938-0138

Woodlawn Assisted Living Facility \$4,781,444.51
2800 Neeley Street, Batesville, AR 72501
Penny Reuter, Facility Director 870-613-1946

Farmers Market for City of Wynne \$383,104.15
101 E. Merriman Avenue, Wynne, AR 72396
Bob Stacy, Mayor 870-238-0027

City of Jonesboro Central Fire Station \$501,193.00
3215 E. Johnson Ave., Jonesboro, AR 72401
Craig Light, Engineering Director 870-932-2438

Arkansas State University – Miscellaneous Renovations \$1,800,000.00
2105 Aggie Rd., Jonesboro, AR 72401
Rusty Stroud, Director of Construction 870-972-2066

2016 ASU Ashley ADA Village Interiors Phase 2 \$1,693,064.38
Arkansas State University-Jonesboro, AR 72467
Rusty Stroud, Director of Construction 870-972-2066

Black River Technical College Fire Training Tower \$818,992.00
1410 HWY 304 East, Pocahontas, AR 72455
Ronnie Walker, Construction Manager 870-248-4000

ASU-Dyess Johnny Cash Theatre Renovations \$1,137,114.03
110 Main, Dyess, AR 72330
Kyle Cooper, Project Manager 870-275-2763

ASU Convocation Center Cooling Tower Replacement \$590,736.01
217 Olympic Drive, Jonesboro, AR 72401
Rusty Stroud, Director of Construction 870-972-2066

ASU ABI Control Retrofit \$472,970.13
Lab Science East and West Buildings, State University, AR 72401
Rusty Stroud, Director of Construction 870-972-2066

2015 Jets Regional Transfer Center \$1,126,356.00
713 Caraway Road, Jonesboro, AR 72401
Craig Light, Chief Engineer 870-351-7768

Stone Street Church of Christ \$1,235,360.76
514 Airport Road, Jonesboro, AR 72401
Kemuel Camp, 870-930-6970

Thomas and Betts Breakroom/Training Room \$249,920.75
5601 East Highland Drive, Jonesboro, AR 72401
Dennis J. McGee, Facility Manager 864-419-3459

Jonesboro Kindergarten Center Classroom Addition \$808,634.50
618 West Nettleton, Jonesboro, AR 72404
Monroe Pointer, Facilities Director 870-933-5862

CWL Therapy Providers of Arkansas Remodel \$301,772.00
300 West Jefferson, Jonesboro, AR 72401
Kevan Imboden, Owner's Representative 870-926-9152

2014 ASU Dyess Theater Reconstruction \$1,137,114.03
110 Center Drive, Dyess, AR 72330
Dr. Ruth Hawkins, Director ASU Heritage Sites 870-972-2803

High School Auditorium Renovations \$709,784.95
406 Wilkerson Drive, Newport, AR 72112
Larry Bennett, Superintendent 870-926-9152

Paragould Hearing Aid Center \$182,901.00
913 W. Court Street, Paragould, AR 72450
James and Brenda Mason, Owner 870-926-9152

Jackson County School Renovation \$681,687.67
P.O. Box 1070, Tuckerman AR 72473
Jackson County School District 870-349-2232

ASU Soccer and Tennis Facility \$1,015,513.59
309 Red Wolf Trail, State University, AR 72467
Rusty Stroud, Director of Construction 870-972-2066

2013 ASU-Newport New Physical Plant Building \$332,716.84
Krueger Drive, Jonesboro, AR 72401
Adam Adair, Vince Chancellor 501-230-2999

JPS Kindergarten Addition \$519,750.00
Nettleton Avenue, Jonesboro, AR 72401
Monroe Pointer, Director of Facilities 870-933-5800

ASU-Newport Hospitality Education Building \$2,810,896.52
Krueger Drive, Jonesboro, AR 72401
Adam Adair, Vice Chancellor 501-230-2999

Airgas MidSouth Facility \$536,903.00
Airgas USA, LLC 4206 Access Road, Jonesboro, AR 72401
Randy Pugsley, Store Manager 870-919-4109

Westside Elementary Classroom/Cafeteria Wing Addition \$3,172,158.00
Westside Consolidated School District 1630 Hwy 91 West, Jonesboro, AR 72401
Shannon Davis, School Board President 870-926-5050

2012 Jaycee Building and Restrooms \$515,000.00
Northeast Arkansas Fairgrounds 7001 E. Johnson, Jonesboro, AR 72401
Eddie Burris, Board President 870-930-4660

NEA Fairgrounds-General Construction \$645,226.75
Northeast Arkansas Fairgrounds 7001 E. Johnson, Jonesboro, AR 72401
Eddie Burris, Board President 870-930-4660

NEA Fairgrounds-Concrete \$786,788.00
Northeast Arkansas Fairgrounds 7001 E. Johnson, Jonesboro, AR 72401
Eddie Burris, Board President 870-930-4660

NEA Fairgrounds-Pre-Engineered Metal Building \$2,010,589.50
Northeast Arkansas Fairgrounds 7001 E. Johnson, Jonesboro, AR 72401
Eddie Burris, Board President 870-930-4660

2011 BRTC LETA Building \$580,428.10
Black River Technical College 140 HWY 304 East, Pocahontas, AR 72455
Ronnie Walker, Director of Construction 870-378-6588

Vehicle Maintenance Facility \$1,480,361.04
City of Jonesboro 2601 Dan Avenue, Jonesboro, AR 72401
Craig Light, Chief Engineer 870-351-7768

ASU-Newport-Collision Repair \$1,228,677.00
Arkansas State University-Newport 7648 Victory Boulevard, Newport, AR 72112
Adam Adair, Vice Chancellor 501-230-2999

Fueling Depot Facility \$659,583.24
City of Jonesboro 2601 Dan Avenue, Jonesboro, AR 72401
Craig Light, Chief Engineer 870-351-7768

Jonesboro Warehouse Facility \$1,626,786.07
City of Jonesboro 2601 Dan Avenue, Jonesboro, AR 72401
Craig Light, Chief Engineer 870-351-7768

Administration Office Building \$1,204,418.98
City of Jonesboro 2601 Dan Avenue, Jonesboro, AR 72401
Craig Light, Chief Engineer 870-351-7768

Gastroenterology Renovation \$326,141.43
Gastroenterology Specialist 1000 East Matthews, Jonesboro, AR 72401
Dr. Donovan Stockdale 870-336-0472

ASU Automotive Classroom Renovation \$349,181.00
Arkansas State University-Newport 7648 Victory Boulevard, Newport, AR 72112
Adam Adair, Vice Chancellor 501-230-2999

Visual and Performing Arts \$480,884.00
Jonesboro Special School District 2506 Southwest Square, Jonesboro, AR 72401
Monroe Pointer, Director of Construction 870-930-0996

2010 ASU Technology Center \$1,453,510.00
Arkansas State University-Newport 7648 Victory Boulevard, Newport, AR 72112
Adam Adair, Vice Chancellor 501-230-2999

Jet Office and Dispatch Building \$698,996.00
City of Jonesboro 2601 Dan Avenue, Jonesboro, AR 72401
Craig Light, Chief Engineer 870-351-7768

ATTACHMENT C

Section 3.6 - Construction Experience and Present Commitments of Key Individuals 2021

Kevin Bailey, President. 35 years in construction industry, see resume.

Lara Bailey, Sec. Treasurer. 16 years in industry, accounts payable, accounts receivable, payroll, and office manager.

Lee Teague, Project Manager. 28 years in the industry. 7 years of Architectural experience, Graduate of University of Arkansas School of Architecture.

Hunter Bailey, Project Manager/Estimator. 14 years in industry. Currently estimating bids for prospective projects and managing several projects.

Tim McDaniel, Superintendent. 35 years in industry. Currently managing Jonesboro High School Kitchen Renovations.

Alan Bailey, Superintendent. 24 years in industry. Currently managing Sanctuary Church. Job will be complete May 2022.

Mike Stewart, Superintendent. 40 years in the industry. Currently managing Jonesboro High School Classroom addition. Job will be complete July 2022.

Cody Baugh, Superintendent. 8 years in the industry. Currently managing Blue Sky Office Building. Job will be complete March 2022

James Crawford. Superintendent. 35 years in the industry. Currently managing Crye-Leike Commercial Retail Center. Job will be completed September 2021

Nita Cline, Office Assistant. 3 years in the industry. Currently working part-time in the office.

ARVEST[®] BANK

ATTACHMENT D

September 8, 2021

Re: Bailey Contractors, Inc. – Reference letter

To whom it concerns:

Let it be known that Kevin and Lara Bailey have been valued and loyal customers of mine personally for over 20 years. Kevin, primary of Bailey Contractors, Inc., is a well-respected contractor in the construction field and a shroud businessman with impeccable character. Lara runs the office and keeps the business running smoothly behind the scenes and is the face and voice of the office and too is of impeccable character.

Long before Bailey Contractors, Inc. (the business) was formed, Kevin and Lara and I built a business relationship and friendship bond that has been strengthened over time. In 2008 when Kevin started the business, I was eager to help the couple build up the business with specific and timely loans and account information. Over the course of the last 13+ years, the business has continued to grow and strengthen in processing power and credible work history.

I have been honored to present and support many types of loan offerings from term loans to long-term asset loans to revolving Lines of Credit. Due to their impressive cash flow, each loan repayment has performed with the utmost promptness with no issues in any way. The Baileys have always chosen to bank with me for their deposit accounts as well. Like the loan relationship, each deposit account has been professionally managed with no issues and no negative activity in my history with this relationship.

Please feel free to contact me if you have any questions of me or the process. My direct phone number at Arvest Bank is 870-268-2030 and my email address is mmorrow1@arvest.com.

Sincerely,



Mark Morrow,
VP / Commercial Loan Officer



Project: COJ MX FACILITY

Bid Opening Date, Time, and Location: 10/21/21 at 2:00 p.m. - 400 Lacy Drive, Jonesboro, Arkansas

John C. Mixon,

AIA

Digitally signed by John C. Mixon, AIA
 DN: C=US, E=jmixon@coopermixon.com,
 O="Cooper Mixon Architects, PLLC",
 OU=Architect, CN="John C. Mixon, AIA"
 Reason: I certify that this a correct tabulation
 of all bids received for this Project on the date
 stated.
 Date: 2021.10.25 06:50:40-0500'

General Contractors	Ballley Contractors INC.	Olympus	
License Number	0180240422	0013400122	
105 B Total Base Bid	\$1,139,394.00	\$1,206,000.00	
1.07 A1 Weeks	39	53	
1.09 Unit Price Included In Base Proposal			
1.09 B1 Price Per Cubic YD. For Undercut and Backfill	\$22.00	\$20.00	
1.10 Unit Pricenot Included In Base Proposal			
1.10 A 1a Unit Price for Alternate Flooring	1,500 SF	1,744 SF	
1.10 A1b Allowance for Adhesive per SF	1500 x \$.30 Per SF = \$450.00	1744 x \$.35 =610.40	
1.10 2 Unit Price for Remedial Floor Coating	\$6,000.00	\$6,104.00	
1.10 2a Total SF of Area	1,500 SF	1,744 SF	
1.10 2b Allowance for Remedial Coating per SF	\$4.00 Per SF = \$6,000.00	\$3.50 Per SF = \$6104.00	
1.10 3 Unit Price for Undercutting			
1.10 3a Allowance for Undercutting Per Cubic Yard	\$22.00	\$20.00	
1.11 Allowances Included In The Base Proposal			
1.11 A1 Allowances Included In Base Bid Special Inspections \$5,000	\$5,000.00	\$5,000.00	
1.11 B 1a General Excavation price per cubic Yard x 300 CY	\$6,600.00	\$6,000.00	

1.12 Adenda Addendum 1, & 2		Acknowledged	Acknowledged	
Subcontractors				
Mechanical Work - HVAC				
Name	CONTROL HEATING & COOLING		CONTROL HEATING & COOLING	
License Number	0011640122		0011640122	
Plumbing Work				
Name	ADAMS & COOPER PLUMBING CO. INC.		RGB	
License Number	0016620322		0009621221	
Electrical Work				
Name	EAST ARKANSAS ELECTRICAL CONTRACTORS		ROBINSON	
License Number	0242280422		0067840422	
Roofing and Sheet Metal				
Name	Bailey Contractors INC.		OLYMPUS CONSTRUCTION INC.	
License Number	0180240422		0013400122	
Attachments				
Bid Security		X		X
Power of Attorney for Bid Bond for the Bid Security		X		X



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/24/2021

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: Tammy Quinn	FAX (A/C, No): (901) 881-6467	
	PHONE (A/C, No, Ext): (901) 881-6464	E-MAIL ADDRESS: tqquinn@mcwins.com	
INSURED Bailey Contractors, Inc. 2307 Congress Cove Jonesboro AR 72401	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: United Fire and Casualty Company		13021
	INSURER B: Bridgefield Casualty Insurance Co		10335
	INSURER C: Hanover Insurance Company		
	INSURER D:		
INSURER E:			
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 21-22 J'boro Mainenance 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"/> PROJECT <input type="checkbox"/> LOC OTHER:			60383187	5/25/2021	5/25/2022	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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			60383187	5/25/2021	5/25/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			60383187	5/25/2021	5/25/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	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/A	19621156	5/25/2021	5/25/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Builders Risk (\$2500 Ded)			IH5H84542200	11/24/2021	11/24/2022	Limit of Insurance 1,139,394
A	OCP			60383187	11/24/2021	11/24/2022	Occurrence 1,000,000

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

Project: City of Jonesboro Maintenance Facility, 400 Lacy Drive, Jonesboro AR 72401

City Contract No.: 2021:25

CERTIFICATE HOLDER

CANCELLATION

The City of Jonesboro 300 S Church Street Jonesboro, AR 72403	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 R Whitley/QUINNT <i>Richard Whitley</i>

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VIII. ARKANSAS PERFORMANCE-PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Bailey Contractors, Inc., 2307 Congress Cove, Jonesboro, AR 72401

as Principal, hereinafter called Principal, and SureTec Insurance Company

of Houston State of Texas

as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Jonesboro as Obligee, hereinafter called Owner, in the amount One Million One Hundred Thirty-Nine Thousand Three Hundred Ninety-Four and 00/100 Dollars (\$ 1,139,394.00) 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 10th day of December, 2021, a copy of which is attached hereto and made a part hereof, hereinafter referred to as the Contract, for the

The City of Jonesboro Maintenance Facility Project; City Contract No. 2021:25

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

2021R-029848
FILED
JONESBORO DISTRICT
CRAIGHEAD COUNTY, ARKANSAS
CANDACE EDWARDS, CLERK & RECORDER
12/10/2021 01:33:20 PM
FEE: 30.00
PAGES: 4
LIZ TROUTMAN



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

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

Executed on this _____ day of _____, 20 21 .

Bailey Contractors, Inc.
(Principal)

By _____
Kevin Bailey

Title President



SureTec Insurance Company
(Surety)

By _____
(Attorney-in-Fact)

Richard H. Whitley, 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.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Michael A. McDaniel, Richard H. Whitley, James S. Brown

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Ten Million and 00/100 Dollars (\$10,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 27th day of August A.D. 2020.

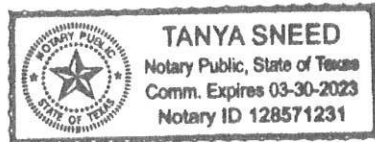


SURETEC INSURANCE COMPANY

By: *Michael C. Keimig*
Michael C. Keimig, President

State of Texas ss:
County of Harris

On this 27th day of August A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Tanya Sneed
Tanya Sneed, Notary Public
My commission expires March 30, 2023

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this _____ day of _____, 2021, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary



Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4310005
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.