

metal roof to 20 year fiberglass shingle: Having carefully examined the Contract Documents for this project, as well as the premises and all conditions affecting the proposed construction, the undersigned proposes to reduce the base bid price which amount shall be adequate to compensate for all labor, materials, services, and equipment necessary for, or incidental to the construction of the proposed deductive alternate #3 in accordance with the Contract Documents within the time set forth, for the price of:

\$ 2000⁰⁰

Dollar Amount Is To Be Shown Numerically (This is the amount to be deducted from the base bid if the Owner chooses to accept the Deductive Alternative #3)

5. Ark. Code Ann. § 22-9-212 requires the contractor to indicate on this bid form the cost of Trenching Safety Systems. **FAILURE TO SHOW THIS COST WILL INVALIDATE THE BID.** (NOTE THIS COST SHALL BE INCLUDED IN THE ABOVE BASE BID)

500⁰⁰
Dollar Amount Is To Be Shown Numerically.

6. Completion Date: Bidder agrees that the work will be complete and ready for final payment in accordance with the Contract Documents within 180 calendar days.
7. The undersigned, in compliance with the Contract Documents for the construction of the above named project, does hereby declare:
- a. That the undersigned understands that the Owner reserves the right to reject any and all bids and to waive any formality.
 - b. That if awarded the Contract, the undersigned will enter into an Agreement, on a form identical to the form included in the Contract Documents and execute required performance and payment bonds within seven (7) days after receipt of the Intent to Award, will commence work within five (5) days after the date of the Notice to Proceed, and will complete the Contract fully within 180 Calendar days. Should the undersigned fail to fully complete the work within the above stated time, he shall pay the Owner as fixed, agreed and liquidated damages and not as a penalty, the sum of \$100 for each calendar day of delay until the work is completed or accepted.
 - c. The undersigned further agrees that the bid security payable to Owner and accompanying this proposal shall become the property of the Owner as liquidated damages if the undersigned fails to execute the Contract or to deliver the required bonds to the Owner within seven (7) days from receipt of the Intent to Award as these acts constitute a breach of the Contractor's duties.
 - h. That this bid may not be withdrawn for a period of sixty (60) days after the bid opening.
 - e. The undersigned understands that the Owner's intent is to construct all facilities proposed within the limits established by the funds appropriated for the project.
 - f. The names of subcontractors and the nature of the work to be performed by each one have been included on the Bid Form.
 - g. The undersigned agrees to pay all prevailing hourly wage rates prescribed and mandated by Ark. Code Ann. §22-9-301 et. seq., if the bid exceeds \$75,000) or the undersigned agrees to pay all

prevailing hourly wage rates mandated by the Davis-Bacon Wage Rates and any other applicable federal regulations.

- h. Bids submitted by a Joint Venture shall be signed by representatives of *each component part* of the Joint Venture. The licenses of *each component part* of the Joint Venture shall also be listed in the bid submittal. Therefore, joint venture bidders shall indicate at least two (2) signatures and two (2) license numbers on the Bid Form. Exception: Joint Ventures who have been properly licensed with the Arkansas Contractors Licensing Board as a Joint Venture need only to indicate the joint venture license number on the Bid Form. Joint Venture Bidders shall indicate at least two (2) signatures on the bid form even if they are licensed as a joint venture.
- 8. The following documents are attached to and made a condition of this Bid.
 - a. Bid security.
- 9. The undersigned acknowledges receipt of and inclusion as a part of the Contract Documents the following addenda:

No. 1 Dated 8/19/2004

No. 2 Dated 8/21/2004

Respectfully Submitted:

Construction Network, Inc.
Name of Bidder (Typed or Printed)

PO Box 1654

Jonesboro, AR 72403
Address

 Pres.
BY: (Signature and Title)

0038750705
Contractor's License Number or Contractor's
(Joint Venture) License Number(s)

870-972-5632 870-935-0043
Telephone Number Fax Number

71-0692809
Federal ID Number or SSN#

August 31, 2004
Date of Bid

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Construction Network, Inc.

(Here insert full name and address or legal title of Contractor)

P.O. Box 1654, Jonesboro, Arkansas 72403

as Principal, hereinafter called the Principal, and
St. Paul Mercury Insurance Company

(Here insert full name and address or legal title of Surety)

P.O. Box 8804, Little Rock, Arkansas 72231-8804

a corporation duly organized under the laws of the State of Minnesota
as Surety, hereinafter called the Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

City of Jonesboro, Arkansas

P O Box 1845, Jonesboro, Arkansas 72403

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Bid Amount 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

(Here insert full name, address and description of project)

Allen Park Spray Pad
Jonesboro, Arkansas

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

Signed and sealed this

24th

day of August, 2004

Courtney K. Baxter
(Witness)

Construction Network, Inc.

(Principal)

(Seal)

(Title)

Joyce Jordan
(Witness)

St. Paul Mercury Insurance Company

(Surety)

(Seal)

Carla S. Hollis

Carla S. Hollis

(Title)

Attorney-In-Fact



BID FORM

Bid Time: 2:00PM
Bid Date: August 31, 2004
Location: City Hall, Jonesboro

BID FROM: Construction Network, Inc

BID TO: City of Jonesboro

PROJECT: Allen Park Spray Pad

Gentlemen:

1. **Base Bid:** Having carefully examined the Contract Documents for this project, as well as the premises and all conditions affecting the proposed construction, the undersigned proposes to provide all labor, materials, services, and equipment necessary for, or incidental to, the construction of the project in accordance with the Contract Documents within the time set forth, for the base bid of:

\$ 219,100⁰⁰
Dollar Amount Is To Be Shown Numerically

2. **Deductive Alternative #1 - Reduce the size of the concrete pad to the size shown in the drawing:** Having carefully examined the Contract Documents for this project, as well as the premises and all conditions affecting the proposed construction, the undersigned proposes to reduce the base bid price which amount shall be adequate to compensate for all labor, materials, services, and equipment necessary for, or incidental to, the construction of the proposed deductive alternate #1 in accordance with the Contract Documents within the time set forth, for the price of:

\$ 16,500⁰⁰
Dollar Amount Is To Be Shown Numerically (This is the amount to be deducted from the base bid if the Owner chooses to accept the Deductive Alternative #1)

3. **Deductive Alternative #2 - Change the exterior wall material for the equipment room from concrete block to wood frame with MDF siding:** Having carefully examined the Contract Documents for this project, as well as the premises and all conditions affecting the proposed construction, the undersigned proposes to reduce the base bid price which amount shall be adequate to compensate for all labor, materials, services, and equipment necessary for, or incidental to, the construction of the proposed deductive alternate #2 in accordance with the Contract Documents within the time set forth, for the price of:

\$ 2,000⁰⁰
Dollar Amount Is To Be Shown Numerically (This is the amount to be deducted from the base bid if the Owner chooses to accept the Deductive Alternative #2)

4. **Deductive Alternative #3 - Change the roofing material for the equipment room from seamless**

POWER OF ATTORNEY

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 23871

Certificate No. 2043587

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Michael D. Halter, Timothy P. Farrell, Alfred L. Williams, Traci Hankins, Karen Regan, Sherry Jagers, Charles M. Allen, G. Robert Smith, Sherri L. Moss, Carla S. Hollis and Dale E. Temple

of the City of Little Rock, State Arkansas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 16th day of May, 2003.

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.



PETER W. CARMAN, Vice President

THOMAS E. HUIBREGTSE, Assistant Secretary

State of Maryland
City of Baltimore

On this 16th day of May, 2003, before me, the undersigned officer, personally appeared Peter W. Carman and Thomas E. Huijbregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 1st day of July, 2006.



Rebecca Easley-Onokala

REBECCA EASLEY-ONOKALA, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. on September 2, 1998, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or any Vice President, or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached; and

RESOLVED FURTHER, that Attorney(s)-in-Fact shall have the power and authority, and, in any case, subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Thomas E. Huibregtse, Assistant Secretary of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I hereunto set my hand this 24th day of August, 2004.



Thomas E. Huibregtse, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 and ask for the Power of Attorney clerk. Please refer to the Power of Attorney number, the above-named individuals and the details of the bond to which the power is attached.

THIS POWER OF ATTORNEY IS VALID WITHOUT THE NEED OF A SEAL