



Standard Form of Agreement Between Owner and Contractor *where the basis of payment is a STIPULATED SUM*

AIA Document A101-1997 1997 Edition – Electronic Format

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AIA Document A201-1997, 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.

This document has been approved and endorsed by The Associated General Contractors of America.

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AGREEMENT made as of the 7th day of July in the year of Two Thousand Eight (2008)
(In words, indicate day, month and year)

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

City of Jonesboro
515 West Washington
Jonesboro, Arkansas 72401

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

Construction Network, Inc.
1723 Executive Square
Jonesboro, Arkansas 72401

The Project is:
(Name and location)

City of Jonesboro
Fire Station #2, Nettleton Avenue
and
Fire Station #6, Patrick Street
Jonesboro, Arkansas

The Architect is:
(Name, address and other information)

Brackett-Krennerich Architects
100 E. Huntington, Suite D
Post Office Box 1655
Jonesboro, Arkansas 72403-1655

The Owner and Contractor agree as follows.

AIA DOCUMENT A101 – OWNER – CONTRACTOR AGREEMENT – 1997 EDITION – AIA – COPYRIGHT 1997 – THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with the permission of the AIA and can be reproduced without violation until the date of expiration as noted below.

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; these 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 Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

Date of commencement to be fixed in "Notice to Proceed".

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

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

3.3 The Contractor shall achieve Substantial Completion of the entire Work no later than **Two Hundred Forty (240) consecutive calendar days** from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement, Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

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

(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

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 **Three Millions Eight Hundred Eighty-Nine Thousand and no/100 Dollars (\$3,889,000.00)** subject to additions and deductions as provided in the Contract Documents.

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

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Not Applicable.

4.3 Unit prices, if any, are as follows:

Not Applicable.

ARTICLE 5 PAYMENTS

5.1 PROGRESS PAYMENTS

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

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

5.1.3 Provided that an Application for Payment is received by the Architect not later than the **25th** day of a month, the Owner shall make payment to the Contractor not later than the **10th** day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than **17** days after the Architect receives the Application for Payment.

5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

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

- .1** Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of **ten** percent (**10%**). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997;
- .2** Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of **zero** percent (**0%**); **no retainage held on materials delivered and stored.**
- .3** Subtract the aggregate of previous payments made by the Owner; and

- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

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

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (*Subparagraph 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.*)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-1997.

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

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Clauses 5.1.6.1 and 5A.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

When project reaches fifty percent (50%) complete, one hundred percent (100%) of the value of the work in place will be paid to the contractor by the owner in monthly installments as work progresses in proportion to the amount of work executed during the monthly period less previous payments. No additional retainage will be held past the fifty percent (50%) completion stage.

5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

5.2 FINAL PAYMENT

5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.2 of AIA Document A201-1997, 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:

ARTICLE 6 TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 The Owner's representative is:
(Name, address and other information)

Aaron Keller, Fire Chief
Jonesboro Fire Department
3215 E. Johnson Avenue
Jonesboro, Arkansas 72401
(870) 932-2428

7.4 The Contractor's representative is:
(Name, address and other information)

Sean Stem, President
Construction Network, Inc.
1723 Executive Square
Jonesboro, Arkansas 72401
(870) 972-5632

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

7.6 Other provisions:

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated **May 16, 2008**, and are as follows:

Document	Title	Pages
	<u>Specifications entitled "City of Jonesboro, Fire Station #2, Nettleton Avenue, Jonesboro, Arkansas", and bearing the architect's commission number 10608.</u>	

AND

	<u>Specifications entitled "City of Jonesboro, Fire Station #6, Patrick Street, Jonesboro, Arkansas", and bearing the architect's commission number 10708.</u>	
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8.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1-3, and are as follows:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
	<u>Specifications entitled "City of Jonesboro, Fire Station #2, Nettleton Avenue, Jonesboro, Arkansas", and bearing the architect's commission number 10608.</u>	

See attached Exhibit 'A-1'.

AND

	<u>Specifications entitled "City of Jonesboro, Fire Station #6, Patrick Street, Jonesboro, Arkansas", and bearing the architect's commission number 10708.</u>	
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See attached Exhibit 'A-2'.

8.1.5 The Drawings are as follows, and are dated **May 16, 2008** unless a different date is shown below:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Pages
	<u>Drawings entitled "City of Jonesboro, Fire Station #2, Nettleton Avenue, Jonesboro, Arkansas", and bearing the architect's commission number 10608.</u>	

See attached Exhibit 'B-1'.

AND

	<u>Drawings entitled "City of Jonesboro, Fire Station #6, Patrick Street, Jonesboro, Arkansas", and bearing the architect's commission number 10708.</u>	
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See attached Exhibit 'B-2'.

8.1.6 The Addenda, if any, are as follows:

Fire Station #2:

Number	Date	Pages
<u>One (1)</u>	<u>June 6, 2008</u>	<u>Fourteen (14)</u>
<u>Two (2)</u>	<u>June 13, 2008</u>	<u>Seven (7)</u>
<u>Three (3)</u>	<u>June 16, 2008</u>	<u>Two (2)</u>
<u>Four (4)</u>	<u>June 16, 2008</u>	<u>One (1)</u>
<u>Five (5)</u>	<u>June 17, 2008</u>	<u>Three (3)</u>

Fire Station #6:

Number	Date	Pages
<u>One (1)</u>	<u>June 6, 2008</u>	<u>Two (2)</u>
<u>Two (2)</u>	<u>June 13, 2008</u>	<u>Four (4)</u>
<u>Three (3)</u>	<u>June 16, 2008</u>	<u>Two (2)</u>
<u>Four (4)</u>	<u>June 16, 2008</u>	<u>One (1)</u>
<u>Five (5)</u>	<u>June 17, 2008</u>	<u>Three (3)</u>

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

1. **Exhibit 'A-1' – Enumeration of Contract Documents – Specifications—Fire Station #2**
2. **Exhibit 'B-1' – Enumeration of Contract Documents – Drawings—Fire Station #2**
3. **Exhibit 'A-2' – Enumeration of Contract Documents – Specifications—Fire Station #6**
4. **Exhibit 'B-2' – Enumeration of Contract Documents – Drawings—Fire Station #6**
5. **Contractor's Bid**
6. **Contractor's Bid Bond**
7. **Certified Bid Tabulation**
8. **Payment and Performance Bond**
9. **Certificate of Insurance**
10. **Statement of Intent to Pay Prevailing Wages—Fire Station #2**
11. **Statement of Intent to Pay Prevailing Wages—Fire Station #6**
12. **Contractor's Affidavit of Payment of Debts and Claims**
13. **Contractor's Release of Liens**
14. **Consent of Surety to Final Payment**

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

Construction Network, Inc.


7-11-08
CONTRACTOR (Signature)

Sean Stem, President

(Printed name and title)

EXHIBIT 'A-1'

**City of Jonesboro
Fire Station #2
Nettleton Ave
Jonesboro, Arkansas
Bid No.: 2008:16
Commission No.10608**

**Article 8
Enumeration of Contract Documents**

8.1.4 Specifications

Division 00—Procurement and Contracting Requirements:

00 0101	Project Title.....	1 Page
00 0115	List of Drawing Sheets	2 Pages
00 1113	Advertisement for Bids	1 Page
00 2100	Instruction to Bidders.....	8 Pages
00 3100	Available Project Information.....	43 Pages
00 4100	Bid Form	2 Pages
00 5200	Agreement Form.....	8 Pages
00 6000	Project Forms	10 Pages
00 7200	General Conditions.....	39 Pages
00 7300	Supplementary Conditions	10 Pages

Division 01—General Requirements:

01 1100	Summary of the Work.....	2 Pages
01 2973	Schedule of Values	2 Pages
01 2976	Progress Payment Procedures	1 Page
01 3113	Coordination	1 Page
01 3119	Project Meetings.....	2 Pages
01 3216	Construction Schedules	1 Page
01 3223	Survey and Layout Data.....	1 Page
01 3323	Submittals.....	4 Pages
01 4000	Quality Requirements.....	3 Pages
01 5000	Temporary Facilities and Controls.....	3 Pages
01 5713	Temporary Erosion and Sediment Control.....	8 Pages
01 5719	Environment Protection	2 Pages
01 6000	Product Requirements.....	2 Pages
01 7000	Execution and Closeout Requirements... ..	4 Pages
01 7300	Execution Requirements	2 Pages
01 7329	Cutting and Patching	2 Pages
01 7400	Cleaning	2 Pages
01 7700	Closeout Procedures	1 Page
01 7800	Closeout Submittals	3 Pages
01 7839	Project Record Documents	1 Page

Division 03—Concrete:

03 3000	Cast-In-Place Concrete	9 Pages
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Division 04—Masonry:

04 0511	Masonry Mortaring and Grouting.....	3 Pages
04 2000	Concrete Masonry Units.....	7 Pages

Division 05—Metals:

05 1200	Structural Steel Framing.....	5 Pages
05 2100	Steel Joist Framing.....	4 Pages
05 3100	Steel Decking	3 Pages
05 5000	Metal Fabrication	4 Pages

Division 06—Wood, Plastics, and Composites:

06 1000.....	Rough Carpentry	3 Pages
06 2000.....	Finish Carpentry	3 Pages
06 4116.....	Laminate Clad Millwork	4 Pages
06 4117.....	Cabinet Hardware	2 Pages

Division 07—Thermal and Moisture Protection:

07 1900.....	Water Repellents	3 Pages
07 2113.....	Board Insulation.....	2 Pages
07 2116.....	Blanket Insulation	2 Pages
07 2217.....	Polyisocyanurate Roof Board Insulation	3 Pages
07 2501.....	Weather Resistant Membranes.....	2 Pages
07 2600.....	Vapor Retarders	2 Pages
07 5410.....	Thermoplastic Membrane Roofing	14 Pages
07 6200.....	Sheet Metal Flashing and Trim	2 Pages
07 6500.....	Flexible Flashing.....	2 Pages
07 9005.....	Joint Sealers.....	4 Pages

Division 08—Openings:

08 1113.....	Hollow Metal Doors and Frames	4 Pages
08 1416.....	Flush Wood Doors.....	4 Pages
08 3613.....	Sectional Doors	4 Pages
08 4313.....	Aluminum-Framed Storefronts	5 Pages
08 5113.....	Aluminum Windows	4 Pages
08 7100.....	Door Hardware	8 Pages
08 8000.....	Glazing	4 Pages

Division 09—Finishes:

09 2116.....	Gypsum Board Assemblies	5 Pages
09 3000.....	Tiling	3 Pages
09 5100.....	Acoustical Ceilings	5 Pages
09 6500.....	Resilient Flooring.....	3 Pages
09 6800.....	Carpeting	3 Pages
09 9000.....	Painting and Coating	5 Pages

Division 10—Specialties:

10 1101.....	Visual Display Boards	3 Pages
10 1425.....	Door and Room Signs	2 Pages
10 1453.....	Specialty Signs (ADA)	1 Page
10 2113.19.....	Plastic Toilet Compartments	3 Pages
10 2813.....	Toilet Accessories	4 Pages
10 4400.....	Fire Protection Specialties.....	2 Pages
10 7500.....	Flagpoles	4 Pages

Division 11—Equipment:

11 3100.....	Residential Appliances	2 Pages
11 5213.....	Projection Screens	3 Pages

Division 21-Fire Suppression

21 0000.....	Fire Suppression	9 Pages
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Division 22—Plumbing:

22 0200	Plumbing General Requirements	5 Pages
22 0300	Plumbing Related Work	4 Pages
22 0519	Meters and Gages for Plumbing Piping	4 Pages
22 0523	Valves	7 Pages
22 0529	Plumbing Supports and Anchors	6 Pages
22 0548	Vibration and Seismic Controls for Plumbing Piping & Equipment	5 Pages
22 0553	Identification for Plumbing Piping and Equipment	6 Pages
22 0700	Plumbing Insulation	4 Pages
22 1100	Pipe, Tube, and Fittings	9 Pages
22 1110	Exterior Water and Sewer	6 Pages
22 1113	Facility Water Distribution Piping	1 page
22 1116	Domestic Water Piping	8 Pages
22 1119	Domestic Water Piping Specialties	4 Pages
22 1123	Domestic Water Pumps	3 Pages
22 1315	Sewer Collection System	3 Pages
22 1316	Sanitary Waste and Vent Piping	5 Pages
22 1413	Facility Storm Drainage Piping	6 Pages
22 3000	Plumbing Equipment	3 Pages
22 4000	Plumbing Fixtures	3 Pages

Division 23—HVAC:

23 0200	HVAC General Requirements	5 Pages
23 0300	HVAC Related Work	4 Pages
23 0519	Meters and Gages for HVAC Piping	4 Pages
23 0529	HVAC Supports and Anchors	7 Pages
23 0548	Vibration and Seismic Controls for HVAC Piping and Equipment	3 Pages
23 0553	Identification for HVAC Piping and Equipment	5 Pages
23 0593	Testing, Adjusting, and Balancing for HVAC	3 Pages
23 0700	HVAC Insulation	4 Pages
23 2113	HVAC Pipe, Tube, and Fittings	6 Pages
23 2300	Refrigerant Piping	5 Pages
23 3113	Metal Ducts	6 Pages
23 3300	Air Duct Accessories	4 Pages
23 3416	Centrifugal HVAC Fans	3 Pages
23 3423	HVAC Power Ventilators	3 Pages
23 3700	Air Outlets and Inlets	3 Pages
23 4000	HVAC Air Cleaning Devices	3 Pages
23 7200	Air-To-Air Energy Recovery Equipment	2 Pages
23 8100	Electric Air Handlers	3 Pages
23 8239	Electric Unit Heaters	2 Pages

Division 26—Electrical:

26 0100	Operation and Maintenance of Electrical Systems	5 Pages
26 0519	Low-Voltage Electrical Power Conductors and Cables	3 Pages
26 0526	Grounding and Bonding for Electrical Systems	2 Pages
26 0533	Boxes for Electrical Systems	3 Pages
26 0534	Raceway for Electrical Systems	3 Pages
26 0536	Cable Trays for Electrical Systems	2 Pages
26 0548	Vibration and Seismic Controls for Electrical Systems	4 Pages
26 0553	Identification for Electrical Systems	2 Pages
26 0923	Lighting Control Devices	5 Pages
26 0926	Lighting Control Panelboards	13 Pages
26 2416	Panelboards	2 Pages
26 2720	Equipment Wiring Systems	2 Pages
26 2726	Wiring Devices	2 pages
26 2816	Enclosed Switches and Circuit Breakers	2 Pages
26 2913	Enclosed Controllers	2 Pages
26 3213	Engine Generators	14 Pages
26 3623	Automatic Transfer Switches	7 Pages
26 4313	Transient-Voltage Suppression for Low Voltage Electrical Power Circuits	5 Pages
26 5113	Interior Lighting Fixtures, Lamps, and Ballasts	3 Pages

Division 27—Communications:

27 1000.....	Structured Cabling.....	8 Pages
27 5116.....	Public Address and Mass Notification Systems.....	3 Pages

Division 28—Electronic Safety and Security:

28 3100.....	Fire Detection and Alarm.....	6 Pages
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Division 31—Earthwork:

31 1000.....	Site Clearing.....	2 Pages
31 2200.....	Grading.....	2 Pages
31 2316.....	Excavation.....	2 Pages
31 2323.....	Fill.....	5 Pages
31 3116.....	Termite Control.....	2 Pages

Division 32—Exterior Improvements:

32 1123.....	Aggregate Base Courses.....	3 Pages
32 1216.....	Asphalt Paving.....	3 Pages
32 1313.....	Concrete Paving.....	5 Pages
32 1723.13.....	Painted Pavment Markings.....	2 Pages

EXHIBIT 'B-1'

**City of Jonesboro
Fire Station #2
Nettleton Ave
Jonesboro, Arkansas
Bid No.: 2008:16
Commission No.10608**

**Article 8
Enumeration of Contract Documents**

8.1.5 Drawings

Title Sheet

CIVIL

- 1 of 9 Civil Sheet Index
- 2 of 9 General Notes and Area Map
- 3 of 9 Topographic Survey
- 4 of 9 Site Development Plan
- 5 of 9 Site Utility Layout
- 6 of 9 Grading and Drainage Layout
- 7 of 9 Erosion Control Layout
- 8 of 9 Standard Details
- 9 of 9 Erosion Control Details

LANDSCAPING

- L001 Planting Plan
- L002 Irrigation Plan

ARCHITECTURAL

- C001 Site Layout Plan
- C002 Site Details
- A001 Door Schedule, Visual Door Types, Hollow Metal Frame Schedule, Aluminum Frame Schedule, Window Schedule, Overhead Door Details
- A002 Aluminum Frame and Hollow Metal Frame Details
- A003 Window Details and Plan Details
- A004 Visual Wall Types
- A005 Finish Plan, Finish Schedule, Transition Details
- A101 Floor Plan
- A102 Roof Plan
- A103 Roof Plan Details
- A201 Exterior Elevations
- A202 Building Sections
- A203 Building Sections
- A204 Building Sections
- A401 Reflected Ceiling Plan, Legend, Ceiling Details
- A501 Wall Sections
- A502 Wall Sections
- A503 Wall Sections
- A601 Enlarged Floor Plans, Toilet Elevations, and ADA Mounting Heights
- A602 Millwork Elevations
- A603 Millwork Sections

STRUCTURAL

S100 Structural Notes, Plate Details
S101 Foundation Plan, Pad Schedule
S201 Foundation Details
S202 Foundation and Framing Details
S301 Framing Plan, Lintel Schedule
S401 Framing Details
S402 Framing Details
S501 Brace Elevations and Details

MECHANICAL

MPE100 Utility Site Plan
M101 HVAC Floor Plan
M102 HVAC Piping Floor Plan
M201 HVAC Details
M202 HVAC Legend and Schedules

PLUMBING

P101 Plumbing Floor Plan
P102 Plumbing Roof Plan
P201 Plumbing Details
P202 Plumbing Legend & Schedules
P301 Plumbing Risers

FIRE PROTECTION

FP101 Fire Sprinkler Floor Plan

ELECTRICAL

E100 Photometric Site Plan
E101 Lighting Floor Plan
E102 Power Floor Plan
E201 Electrical Legends and Schedules
E202 Electrical Legends and Schedules
E203 Electrical Details
E204 Electrical Details
E205 Electrical Panels and Riser

EXHIBIT 'A-2'

**City of Jonesboro
Fire Station #6
Patrick Street
Jonesboro, Arkansas
Bid No.: 2008:17
Commission No.10708**

**Article 8
Enumeration of Contract Documents**

8.1.4 Specifications

Division 00—Procurement and Contracting Requirements:

00 0101.....	Project Title.....	1 Page
00 0115.....	List of Drawing Sheets	2 Pages
00 1113.....	Advertisement for Bids	1 Page
00 2100.....	Instruction to Bidders.....	8 Pages
00 3100.....	Available Project Information.....	44 Pages
00 4100.....	Bid Form	2 Pages
00 5200.....	Agreement Form.....	8 Pages
00 6000.....	Project Forms	10 Pages
00 7200.....	General Conditions.....	39 Pages
00 7300.....	Supplementary Conditions	10 Pages

Division 01—General Requirements:

01 1100.....	Summary of the Work.....	2 Pages
01 2973.....	Schedule of Values	2 Pages
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01 3113.....	Coordination	1 Page
01 3119.....	Project Meetings.....	2 Pages
01 3216.....	Construction Schedules	1 Page
01 3223.....	Survey and Layout Data	1 Page
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01 4000.....	Quality Requirements.....	3 Pages
01 5000.....	Temporary Facilities and Controls.....	3 Pages
01 5713.....	Temporary Erosion and Sediment Control.....	8 Pages
01 5719.....	Environment Protection	2 Pages
01 6000.....	Product Requirements.....	2 Pages
01 7000.....	Execution and Closeout Requirements... ..	4 Pages
01 7300.....	Execution Requirements	2 Pages
01 7329.....	Cutting and Patching	2 Pages
01 7400.....	Cleaning	2 Pages
01 7700.....	Closeout Procedures.....	1 Page
01 7800.....	Closeout Submittals	3 Pages
01 7839.....	Project Record Documents	1 Page

Division 03—Concrete:

03 3000.....	Cast-In-Place Concrete	9 Pages
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Division 04—Masonry:

04 0511.....	Masonry Mortaring and Grouting.....	3 Pages
04 2000.....	Concrete Masonry Units.....	7 Pages

Division 05—Metals:

05 1200.....	Structural Steel Framing.....	5 Pages
05 2100.....	Steel Joist Framing.....	4 Pages
05 3100.....	Steel Decking	3 Pages
05 5000.....	Metal Fabrication.....	4 Pages

Division 06—Wood, Plastics, and Composites:

06 1000.....	Rough Carpentry	3 Pages
06 2000.....	Finish Carpentry	3 Pages
06 4116.....	Laminate Clad Millwork	4 Pages
06 4117.....	Cabinet Hardware	2 Pages

Division 07—Thermal and Moisture Protection:

07 1900.....	Water Repellents	3 Pages
07 2113.....	Board Insulation.....	2 Pages
07 2116.....	Blanket Insulation	2 Pages
07 2217.....	Polyisocyanurate Roof Board Insulation	3 Pages
07 2501.....	Weather Resistant Membranes.....	2 Pages
07 2600.....	Vapor Retarders	2 Pages
07 5410.....	Thermoplastic Membrane Roofing	14 Pages
07 6200.....	Sheet Metal Flashing and Trim	2 Pages
07 6500.....	Flexible Flashing.....	2 Pages
07 9005.....	Joint Sealers.....	4 Pages

Division 08—Openings:

08 1113.....	Hollow Metal Doors and Frames.....	4 Pages
08 1416.....	Flush Wood Doors.....	4 Pages
08 3613.....	Sectional Doors	4 Pages
08 4313.....	Aluminum-Framed Storefronts	5 Pages
08 5113.....	Aluminum Windows	4 Pages
08 7100.....	Door Hardware	6 Pages
08 8000.....	Glazing	4 Pages

Division 09—Finishes:

09 2116.....	Gypsum Board Assemblies	5 Pages
09 3000.....	Tiling	3 Pages
09 5100.....	Acoustical Ceilings	5 Pages
09 6500.....	Resilient Flooring.....	3 Pages
09 6800.....	Carpeting	3 Pages
09 9000.....	Painting and Coating	5 Pages

Division 10—Specialties:

10 1101.....	Visual Display Boards	3 Pages
10 1425.....	Door and Room Signs	2 Pages
10 1453.....	Specialty Signs (ADA)	1 Page
10 2113.19.....	Plastic Toilet Compartments	3 Pages
10 2813.....	Toilet Accessories	4 Pages
10 4400.....	Fire Protection Specialties.....	2 Pages
10 7500.....	Flagpoles.....	5 Pages

Division 11—Equipment:

11 3100.....	Residential Appliances	2 Pages
11 5213.....	Projection Screens	3 Pages

Division 21-Fire Suppression

21 0000.....	Fire Suppression	9 Pages
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Division 22—Plumbing:

22 0200	Plumbing General Requirements	5 Pages
22 0300	Plumbing Related Work	4 Pages
22 0519	Meters and Gages for Plumbing Piping	4 Pages
22 0523	Valves	7 Pages
22 0529	Plumbing Supports and Anchors	6 Pages
22 0548	Vibration and Seismic Controls for Plumbing Piping & Equipment	5 Pages
22 0553	Identification for Plumbing Piping and Equipment	6 Pages
22 0700	Plumbing Insulation	4 Pages
22 1100	Pipe, Tube, and Fittings	9 Pages
22 1110	Exterior Water and Sewer	6 Pages
22 1113	Facility Water Distribution Piping	1 page
22 1116	Domestic Water Piping	8 Pages
22 1119	Domestic Water Piping Specialties	4 Pages
22 1123	Domestic Water Pumps	3 Pages
22 1315	Sewer Collection System	3 Pages
22 1316	Sanitary Waste and Vent Piping	5 Pages
22 1413	Facility Storm Drainage Piping	6 Pages
22 3000	Plumbing Equipment	3 Pages
22 4000	Plumbing Fixtures	3 Pages

Division 23—HVAC:

23 0200	HVAC General Requirements	5 Pages
23 0300	HVAC Related Work	4 Pages
23 0519	Meters and Gages for HVAC Piping	4 Pages
23 0529	HVAC Supports and Anchors	7 Pages
23 0548	Vibration and Seismic Controls for HVAC Piping and Equipment	3 Pages
23 0553	Identification for HVAC Piping and Equipment	5 Pages
23 0593	Testing, Adjusting, and Balancing for HVAC	3 Pages
23 0700	HVAC Insulation	4 Pages
23 2113	HVAC Pipe, Tube, and Fittings	6 Pages
23 2300	Refrigerant Piping	5 Pages
23 3113	Metal Ducts	6 Pages
23 3300	Air Duct Accessories	4 Pages
23 3416	Centrifugal HVAC Fans	3 Pages
23 3423	HVAC Power Ventilators	3 Pages
23 3700	Air Outlets and Inlets	3 Pages
23 4000	HVAC Air Cleaning Devices	3 Pages
23 7200	Air-To-Air Energy Recovery Equipment	2 Pages
23 8100	Electric Air Handlers	3 Pages
23 8239	Electric Unit Heaters	2 Pages

Division 26—Electrical:

26 0100	Operation and Maintenance of Electrical Systems	5 Pages
26 0519	Low-Voltage Electrical Power Conductors and Cables	3 Pages
26 0526	Grounding and Bonding for Electrical Systems	2 Pages
26 0533	Boxes for Electrical Systems	3 Pages
26 0534	Raceway for Electrical Systems	3 Pages
26 0536	Cable Trays for Electrical Systems	2 Pages
26 0548	Vibration and Seismic Controls for Electrical Systems	4 Pages
26 0553	Identification for Electrical Systems	2 Pages
26 0923	Lighting Control Devices	5 Pages
26 0926	Lighting Control Panelboards	13 Pages
26 2416	Panelboards	2 Pages
26 2720	Equipment Wiring Systems	2 Pages
26 2726	Wiring Devices	2 pages
26 2816	Enclosed Switches and Circuit Breakers	2 Pages
26 2913	Enclosed Controllers	2 Pages
26 3213	Engine Generators	14 Pages
26 3623	Automatic Transfer Switches	7 Pages
26 4313	Transient-Voltage Suppression for Low Voltage Electrical Power Circuits	5 Pages
26 5113	Interior Lighting Fixtures, Lamps, and Ballasts	3 Pages

Division 27—Communications:

27 1000.....	Structured Cabling.....	8 Pages
27 5116.....	Public Address and Mass Notification Systems.....	3 Pages

Division 28—Electronic Safety and Security:

28 3100.....	Fire Detection and Alarm.....	6 Pages
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Division 31—Earthwork:

31 1000.....	Site Clearing.....	2 Pages
31 2200.....	Grading.....	2 Pages
31 2316.....	Excavation.....	2 Pages
31 2323.....	Fill.....	5 Pages
31 3116.....	Termite Control.....	2 Pages

Division 32—Exterior Improvements:

32 1123.....	Aggregate Base Courses.....	3 Pages
32 1216.....	Asphalt Paving.....	3 Pages
32 1313.....	Concrete Paving.....	5 Pages
32 1723.13.....	Painted Pavment Markings.....	2 Pages

EXHIBIT 'B-2'

**City of Jonesboro
Fire Station #6
Patrick Street
Jonesboro, Arkansas
Bid No.: 2008:17
Commission No.10708**

**Article 8
Enumeration of Contract Documents**

8.1.5 Drawings

Title Sheet

CIVIL

- 1 of 11 Civil Sheet Index
- 2 of 11 General Notes and Area Map
- 3 of 11 Topographic Survey
- 4 of 11 Site Development Plan
- 5 of 11 Site Utility Layout
- 6 of 11 Sanitary Sewer Plan and Profile
- 7 of 11 Grading and Drainage Layout
- 8 of 11 Erosion Control Layout
- 9 of 11 Standard Details
- 10 of 11 Sanitary Sewer Details
- 11 of 11 Erosion Control Details

LANDSCAPING

- L001 Planting Plan
- L002 Irrigation Plan

ARCHITECTURAL

- C001 Site Plan
- C002 Site Details
- A001 Door Schedule, Visual Door Types, Hollow Metal Frame Schedule, Aluminum Frame
Schedule, Window Schedule, Overhead Door Details
- A002 Aluminum Frame and Hollow Metal Frame Details
- A003 Window Details and Plan Details
- A004 Visual Wall Types
- A005 Finish Plan, Finish Schedule, Transition Details
- A101 Floor Plan
- A102 Roof Plan and Roof Details
- A201 Exterior Elevations
- A202 Building Sections
- A203 Building Sections
- A204 Building Sections
- A401 Reflected Ceiling Plan, Legend, Ceiling Details
- A501 Wall Sections
- A502 Wall Sections
- A503 Wall Sections
- A601 Enlarged Floor Plans, Toilet Elevations, and ADA Mounting Heights
- A602 Millwork Elevations
- A603 Millwork Sections

STRUCTURAL

S100 Structural Notes, Plate Details
S101 Foundation Plan, Pad Schedule
S201 Foundation Details
S202 Foundation and Framing Details
S301 Framing Plan, Lintel Schedule
S401 Framing Details
S402 Framing Details
S501 Brace Elevations and Details

MECHANICAL

MPE100 Utility Site Plan
M101 HVAC Floor Plan
M102 HVAC Piping Floor Plan
M201 HVAC Details
M202 HVAC Legend and Schedules

PLUMBING

P101 Plumbing Floor Plan
P102 Plumbing Roof Plan
P201 Plumbing Details
P202 Plumbing Legend & Schedules
P301 Plumbing Risers

FIRE PROTECTION

FP101 Fire Sprinkler Floor Plan

ELECTRICAL

E100 Photometric Site Plan
E101 Lighting Floor Plan
E102 Power Floor Plan
E201 Electrical Legends and Schedules
E202 Electrical Details
E203 Electrical Details
E204 Electrical Panels and Riser

SECTION 00 4100

COMBINED BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

A. Owner: Purchasing Dept., City of Jonesboro, 515 W. Washington, Jonesboro, Arkansas 72401

1.02 FOR:

A. City of Jonesboro, Fire Station #2, Nettleton Avenue, Jonesboro, Arkansas.

B. City of Jonesboro, Fire Station #6, Patrick Street, Jonesboro, Arkansas.

1.03 DATE: 06/18/2008 (Bidder to enter date)

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

A. Bidder's Full Name Construction Network, Inc.

1. Address 1723 Executive Square,

2. City, State, Zip Jonesboro, AR 72401

1.05 OFFER

A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Brackett-Krennerich and Associates, P. A. Architects for the above mentioned projects, we, the undersigned, hereby offer to enter into a Contract to perform the Work for both Fire Stations for the Sum of:

B. 3,889,000.00 (dollar amount to be shown numerically)

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

1.06 ACCEPTANCE

A. This offer shall be open to acceptance for thirty days from the bid closing date.

B. If this bid is accepted by the City of Jonesboro within the time period stated above, we will:

1. Execute the Agreement within Ten (10) days of receipt of Notice of Award.
2. Furnish the required bonds within Ten (10) days of receipt of Notice of Award.
3. Commence work within Ten days after written Notice to Proceed of this bid.

C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to the City of Jonesboro by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

A. If this Bid is accepted, we will:

B. Complete the work in 240 consecutive calendar days (bidder to enter number of days) for both Fire Stations.

1.08 ADDENDA

A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum or price.

- 1. Addendum # 1 Dated 6-6-08
- 2. Addendum # 2 Dated 6-13-08
- 3. Addendum # 3 Dated 6-16-08
- 4. Addendum # 4 Dated 6-16-08
- 5. Addendum # 5 Dated 6-17-08

1.09 LISTING OF MECHANICAL, PLUMBING, ELECTRICAL AND ROOFING WORK

A. All mechanical, plumbing, electrical and roofing work shall be listed regardless of qualifications, licensures or work amount.
B. Bidders should consult the project manual on how to fill out this form. Failure to fill out this form correctly shall cause the bid to be declared non-responsive and the bid will not receive consideration.

1. Indicate the Name(s), License Number(s) of each entity performing the listed work and the amount:

C. MECHANICAL (Indicative of HVACR): Name- Dixie Contractors #2 RGB sheetmetal #6

- 1. License No. Dixie - 0038940608 RGB - 0009621208
- 2. Is the amount of work \$20,000 or over: Yes No

D. PLUMBING: Name- RAINWATER Construction

- 1. License No. 0046860309
- 2. Is the amount of work \$20,000 or over: Yes No

E. ELECTRICAL: Name- Diversifica Construction Group

- 1. License No. 0169640409
- 2. Is the amount of work \$20,000 or over: Yes No

F. ROOFING & SHEETMETAL: Name- Jonesboro Roofing Co., Inc

- 1. License No. 0010581108
- 2. Is the amount of work \$20,000 or over: Yes No

1.10 BID FORM SIGNATURE(S)

A. Company Name: Construction Network, Inc.

B. Signature: [Signature]

C. Title: Sean Stem, President

D. Business Address: 1723 Executive Squ., Jonesboro, AR

E. Contractor's License No. 0038750708

F. Seal if bid is by a corporation.



AIA Document A310

Bid Bond

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

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

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

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Jonesboro, Arkansas, 515 W. Washington, Jonesboro, AR 72401

as Obligee, hereinafter called the Obligee, in the sum of Five percent of amount bid

Dollars(\$ 5%%),

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

WHEREAS, the Principal has submitted a bid for New Fire Station #2 - Bid No. 22008:16/ New Fire Station #6 - Bid No. 2008:17, City of 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 18th day of June, 2008.

Deborah L. Carner
(Witness)

Construction Network, Inc.
{
(Principal) (Seal)
Pres.
(Title)

Joni Mason
(Witness)

United Fire & Casualty Company
{
(Surety) (Seal)
(Title)
Michael A. McDaniel, Attorney-in-fact

HOME OFFICE - CEDAR RAPIDS, IOWA
CERTIFIED COPY OF POWER OF ATTORNEY

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

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

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: Any and All Bonds and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

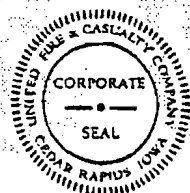
The Authority hereby granted shall expire 19th day of July, 2009 unless sooner revoked.

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

"Article V - Surety Bonds and Undertakings"

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

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 19th day of July, 2007.



UNITED FIRE & CASUALTY COMPANY

By *Dennis J. Richmann*
Vice President

State of Iowa, County of Linn, ss:

On 19th day of July, 2007, before me personally came Dennis J. Richmann

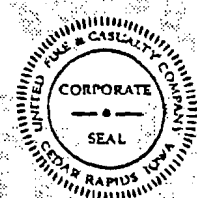
to me known; who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



MICHELLE WILSON
COMMISSION NUMBER 704745
MY COMMISSION EXPIRES
7-14-09

Michelle Wilson
Notary Public

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



In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 18th day of June 20 08.

David A. Gage
Secretary

COMBINED BID
City of Jonesboro
FIRE STATIONS #2 and #6
Jonesboro, Arkansas
BID NO. 2008.16 and 2008:17

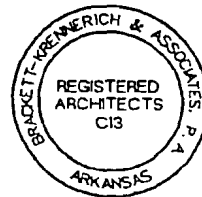
Bid Date: June 18, 2008 Time: 2:00 p.m. Location: Purchasing Dept, City Hall, 515 West Washington, Jonesboro, Arkansas 72401

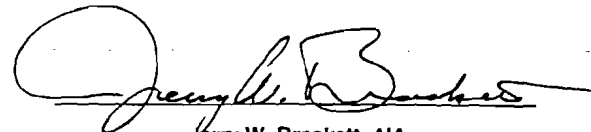
CONTRACTOR/LICENSE NUMBER	COMPLETION TIME	BID SECURITY	ADDENDA RECEIVED	COMBINED BASE BID	SUBCONTRACTORS
Big M Construction 1200 Falls Street Jonesboro, AR 72401 License # _____	NO BID SUBMITTED				
Construction Network Inc. 1723 Executive Square Jonesboro, AR 72401 License # <u>0038750708</u>	<u>240 days</u>	<u>5%</u>	1. <u>Yes</u> 2. <u>Yes</u> 3. <u>Yes</u> 4. <u>Yes</u> 5. <u>Yes</u>	<u>\$3,889,000.00</u>	Mechanical / HVAC (Fire Station #2)..... Dixie Contractors, Lic #0038940608 Mechanical / HVAC (Fire Station #6)..... RGB Sheet Metal, Lic #0009621208 Plumbing (Fire Stations #2 & #6) Rainwater Construction, Lic #0046860309 Electrical (Fire Stations #2 & #6)... Diversified Construction Group, Lic #0169640409 Roofing/Sheet Metal (Fire Stations #2 & #6)Jonesboro Roofing, Lic #0010581108
Nabholz Construction P.O. Box 1348 Jonesboro, AR 72403 License # <u>0000020109</u>	<u>300days</u>	<u>5%</u>	1. <u>Yes</u> 2. <u>Yes</u> 3. <u>Yes</u> 4. <u>Yes</u> 5. <u>Yes</u>	<u>\$4,050,000.00</u>	Mechanical / HVAC (Fire Stations #2 & #6)RGB Sheetmetal, Lic #0009621208 Plumbing (Fire Stations #2 & #6)Adams & Cooper, Lic #0016620309 Electrical (Fire Stations #2 & #6)... Diversified Construction Group, Lic #0169640409 Roofing/Sheet Metal (Fire Stations #2 & #6)Jonesboro Roofing, Lic #0010581108

COMBINED BID
City of Jonesboro
FIRE STATIONS #2 and #6
Jonesboro, Arkansas
BID NO. 2008.16 and 2008:17

Bid Date: June 18, 2008 Time: 2:00 p.m. Location: Purchasing Dept, City Hall, 515 West Washington, Jonesboro, Arkansas 72401

CONTRACTOR/LICENSE NUMBER	COMPLETION TIME	BID SECURITY	ADDENDA RECEIVED	COMBINED BASE BID	SUBCONTRACTORS
Olympus Construction 2506 W Washington Jonesboro, AR 72401 License # _____	NO BID SUBMITTED				
Poplins Construction 138 E. Ash Street Blytheville, AR 72315 License # _____	NO BID SUBMITTED				
Tate General Contractors P O Box 1766 Jonesboro, AR. 72403 License # _____	NO BID SUBMITTED				




 Jerry W. Brackett, AIA

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 54-167891

AIA Document A312

Performance Bond

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

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

SURETY (Name and Principal Place of Business):
United Fire & Casualty Company
118 Second SE
Cedar Rapids, Iowa 52407-3909

OWNER (Name and Address):
City of Jonesboro
515 West Washington
Jonesboro, AR 72401

CONSTRUCTION CONTRACT

Date: 07/07/2008

Amount: \$3,889,000

Description (Name and Location): City of Jonesboro, Fire Station #2, Nettleton Abenue and Fire Station #6, Patrick Street, Jonesboro, Arkansas

BOND

Date (Not earlier than Construction Contract Date): 07/07/2008

Amount: \$3,889,000

Modifications to this Bond:

X None

See Page 3

CONTRACTOR AS PRINCIPAL

Company: Construction Network, Inc. (Corporate Seal)

Signature: [Handwritten Signature]
Name and Title:
(Any additional signatures appear on page 3)

SURETY

Company: United Fire & Casualty Company (Corporate Seal)

Signature: [Handwritten Signature]
Name and Title: Michael A. McDaniel, Attorney-in-fact

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:
McDaniel-Whitley, Inc.
PO Box 382424
Memphis TN 38183-2424

OWNER'S REPRESENTATIVE (Architect, Engineer or other party): Brackett-Krennerich Architects
100 E. Huntington, Suite D
PO Box 1655
Jonesboro, AR 72403-1655

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

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

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

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

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

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

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

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

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

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

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

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

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

- .1 After investigation, determine the amount for

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

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

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

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

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

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

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

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

payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

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

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

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

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

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

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

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

None

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

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 54-167891

AIA Document A312

Payment Bond

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

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

SURETY (Name and Principal Place of Business):
United Fire & Casualty Company
118 Second SE
Cedar Rapids, Iowa 52407-3909

OWNER (Name and Address):
City of Jonesboro
515 West Washington
Jonesboro, AR 72401

CONSTRUCTION CONTRACT

Date: 07/07/2008

Amount: \$3,889,000

Description (Name and Location): City of Jonesboro, Fire Station #2, Nettleton Abenue and Fire Station #6, Patrick Street, Jonesboro, Arkansas

BOND

Date (Not earlier than Construction Contract Date): 07/07/2008

Amount: \$3,889,000

Modifications to this Bond: None X See Page 6

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Construction Network, Inc.

Signature: [Handwritten Signature]
Name and Title:

SURETY

Company: (Corporate Seal)
United Fire & Casualty Company

Signature: [Handwritten Signature]
Name and Title Michael A. McDaniel, Attorney-in-fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:
McDaniel-Whitley, Inc.
PO Box 382424
Memphis TN 38183-2424

OWNER'S REPRESENTATIVE(Architect, Engineer .
or other party): Brackett-Krennerich Architects
100 E. Huntington, Suite D
PO Box 1655
Jonesboro, AR 72403-1655

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.2 Pay or arrange for payment of any undisputed amounts.

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

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

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

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

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

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

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

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

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

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

15 DEFINITIONS

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

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

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

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

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

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

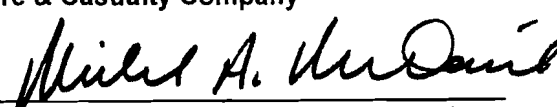
6. When the Claimant has satisfied the conditions of Paragraph 4, and has submitted all supporting documentation and any proof of claim requested by the Surety, the Surety shall, within a reasonable period of time, notify the Claimant of the amounts that are undisputed and the basis for challenging any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

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

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

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

Signature: 
Name and Title:
Address:

Signature: 
Name and Title: Micheal A. McDaniel, Power-of-Atty
Address: McDaniel-Whitley, Inc.
P.O. Box 382424
Memphis, TN 38183-2424

UNITED FIRE & CASUALTY COMPANY BOND BK 7 PG 552
HOME OFFICE - CEDAR RAPIDS, IOWA
CERTIFIED COPY OF POWER OF ATTORNEY

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

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

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: Any and All Bonds and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

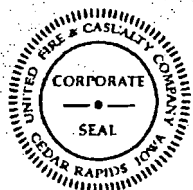
The Authority hereby granted shall expire 19th day of July, 2009 unless sooner revoked.

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

"Article V - Surety Bonds and Undertakings"

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

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 19th day of July, 2007



UNITED FIRE & CASUALTY COMPANY

By *Dennis J. Richmann*

Vice President

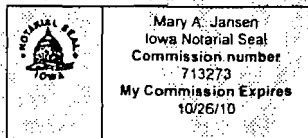
State of Iowa, County of Linn, ss:

On 19th day of July, 2007, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

Mary A. Jansen

Notary Public



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

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 25th day of June 20 08.

BOND BK 7 PG 546 - 552
DATE 07/19/07
TIME 01:47:41 PM
RECORDED IN
OFFICIAL RECORDS OF
CRAIGHOAD COUNTY
PAUL HUDSON
CLERK
RECEIPT # RECEIPT NO



ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
6/25/2008

PRODUCER (901)881-6464 FAX: (901)881-6467
 McDaniel-Whitley, Inc.
 800 Ridgelake Blvd Ste 300-A
 Memphis TN 38120

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
 Construction Network Inc,
 City of Jonesboro
 P O Box 1654
 Jonesboro AR 72403

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Harleysville Mutual	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <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	MPA1M8199	4/18/2008	4/18/2009	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"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA1M8199	4/18/2008	4/18/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	BE1M8199	4/18/2008	4/18/2009	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC1M8199	4/18/2008	4/18/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	OTHER BUILDERS RISK SPECIAL FORM	CI4J5172	4/18/2008	4/18/2009	TOTAL LIMIT: \$3,889,000 DEDUCTIBLE: \$2,500

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 PROJECT: CITY OF JONESBORO, FIRE STATION #2, NETTLETON AVENUE AND FIRE STATION #6, PATRICK STREET, JONESBORO, ARKANSAS
 CITY OF JONESBORO AND BRACKETT-KRENNERICH ARCHITECTS ARE NAMED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER

CITY OF JONESBORO
 515 WEST WASHINGTON
 JONESBORO, AR 72401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

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

STATEMENT OF INTENT TO PAY PREVAILING WAGES

PROJECT: **NEW FIRE STATION #2
JONESBORO, ARKANSAS
CRAIGHEAD COUNTY**

This is to certify that we, the following listed contractors, are aware of the wage requirements of the Arkansas Prevailing Wage Law and by signature below indicate our intent to pay no less than the rates established by **Arkansas Prevailing Wage Determination Number 07-484** for work performed on the above noted public project. I understand that contractors who violate prevailing wage laws, i.e., incorrect classification/scope of work of workers, improper payments of prevailing wages, etc., are subject to fines and will be required to pay back wages due to workers.

	Business Name	Address	Phone#	Signature and Title of Business Official
General/Prime Contractor	Construction Network, Inc.	P.O. Box 1654 Jonesboro, AR 72401	870-972-5632	<i>Hal Bull</i> Project Manager
Electrical Subcontractor	Diversified Construction Group	P.O. Box 308 Jonesboro, AR 72403	870-935-2606	<i>[Signature]</i> OWNER
Mechanical Subcontractor	Dixie Construction	P.O. Box 323 Jonesboro, AR 72403	870-932-2793	<i>[Signature]</i> VICE-PRESIDENT
Plumbing Subcontractor	Rainwater Construction	3009 Peabody Dr Jonesboro, AR 72404	870-273-6804	<i>Mark R</i> SUPERVISOR
Roofing/ Sheet Metal Subcontractor	Jonesboro Roofing	2900 W. Washington Jonesboro, AR 72403	870-935-4221	<i>Hinda W</i> Bookkeeper

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

STATEMENT OF INTENT TO PAY PREVAILING WAGES

**PROJECT: NEW FIRE STATION #6
JONESBORO, ARKANSAS
CRAIGHEAD COUNTY**

This is to certify that we, the following listed contractors, are aware of the wage requirements of the Arkansas Prevailing Wage Law and by signature below indicate our intent to pay no less than the rates established by **Arkansas Prevailing Wage Determination Number 07-485** for work performed on the above noted public project. I understand that contractors who violate prevailing wage laws, i.e., incorrect classification/scope of work of workers, improper payments of prevailing wages, etc., are subject to fines and will be required to pay back wages due to workers.

Business Name	Address	Phone#	Signature and Title of Business Official
General/Prime Contractor Construction Network, Inc.	P.O. Box 1654 Jonesboro, AR 72401	870-972-5632	<i>Paul Bittel</i> Project Manager
Electrical Subcontractor Diversified Construction Group	P.O. Box 308 Jonesboro, AR 72403	870-935-2606	<i>E. Hill</i> Owner
Mechanical Subcontractor RGB Sheetmetal	P.O. Box 1927 Jonesboro, AR 72403	870-972-1560	<i>Mark Kan</i> RGB Sheetmetal
Plumbing Subcontractor Rainwater Construction	3009 Peabody Dr. Jonesboro, AR 72404	870-273-6804	<i>Mark Kan</i> Supervisor
Roofing/ Sheet Metal Subcontractor Jonesboro Roofing	2900 W. Washington Jonesboro, AR 72403	870-935-4221	<i>Linda Ward</i> Bookkeeper

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

**Consent of Surety
to Final Payment
AIA Document G707 -
Electronic Format**

OWNER []
ARCHITECT []
CONTRACTOR []
SURETY []
OTHER []

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

TO OWNER:
(Name and address)

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:
(Name and address)

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety
of any of its obligations to
(Insert name and address of Owner)

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

Attest:
(Seal):

(Signature of authorized representative)

(Printed name and title)

AIA DOCUMENT G707 - CONTRACTOR'S CONSET OF SUREYT TO FINAL PAYMENT - 1994 EDITION - AIA - COPYRIGHT 1994 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE N.W., WASHINGTON D.C 20006-5292. WARNING; Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced without violation until the date of expiration as noted below.

Contractor's Affidavit of Payment of Debts and Claims

AIA Document G706 -
Electronic Format

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

TO OWNER:
(Name and address)

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:
(Name and address)

CONTRACT DATED:

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered. against any property of the Owner arising in any manner out of the performance of the Contract referenced above:

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.

Indicate attachment: yes no

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from

Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR:
(Name and address)

BY: _____
(Signature of authorized representative)

AIA DOCUMENT G706 - CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS- 1994 EDITION - AIA - COPYRIGHT 1994 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE N.W., WASHINGTON D.C 20006-5292.. WARNING; Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced without violation until the date of expiration as noted below.

Contractor's Affidavit of Release of Liens

AIA Document G706A -
Electronic Format

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

TO OWNER:
(Name and address)

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:
(Name and address)

CONTRACT DATED:

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above:

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR:
(Name and address)

BY: _____
(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date: _____

Notary Public: _____

My Commission Expires: _____

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