



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Signature Copy

Resolution: R-EN-067-2022

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**File Number: RES-22:068**

**Enactment Number: R-EN-067-2022**

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A  
CONTRACT WITH WAGNER GENERAL CONTRACTORS, INC. FOR THE  
RENOVATIONS TO THE JONESBORO RECREATIONAL CENTER

WHEREAS, the City of Jonesboro has desires to enter into a contract for the renovations to the Jonesboro Recreational Center;

WHEREAS, the low bidder and the firm selected for the renovations to the Jonesboro Recreational Center is Wagner General Contractors, Inc.; and,

WHEREAS, funding for the execution of the contract shall come from the American Rescue Plan Act (ARPA) funding received by the City of Jonesboro and compensation shall be paid in accordance with the agreement.

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

Section 1: That the City of Jonesboro shall accept the low bid and enter into a contract with Wagner General Contractors, Inc. for the renovations to the Jonesboro Recreational Center.

Section 2. That funding for the execution of the contract shall come from the American Rescue Plan Act (ARPA) funding received by the City of Jonesboro and compensation shall be paid in accordance with the agreement.

Section 3. The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.

PASSED AND APPROVED THIS 19TH DAY OF APRIL 2022.

 **AIA**® Document A101® – 2017

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

**AGREEMENT** made as of the **Twenty Fourth** day of **March** in the year **2022**  
*(In words, indicate day, month and year.)*

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

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

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

**Wagner General Contractors, Inc.**  
**1711 Higginson Rd.**  
**Searcy, AR 72143**

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

**Renovations to Jonesboro Recreation Center – Phase II**  
**1421 West Nettleton Ave.**  
**Jonesboro, Arkansas**

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

**Brackett-Krennerich & Associates P.A.**  
**100 E. Huntington Ave., Suite D**  
**Jonesboro, AR 72401**

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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**EXHIBIT A INSURANCE AND BONDS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

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

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

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

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

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

**§ 3.3 Substantial Completion**

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

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

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Not later than **Three Hundred ( 300 )** calendar days from the "Notice to Proceed".

By the following date:

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

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

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **One Million Six Hundred Thirty Thousand Five Hundred Dollars and 00/100 (\$ 1,630,500.00 )**, subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

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

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
------	-------	---------------------------

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

Included in contract the stipulated sum of \$18,000.00 for potential structural modifications above and beyond those indicated on contract documents.

Item	Price
------	-------

§ 4.4 Unit prices, if any:  
*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 4.5 Liquidated damages, if any:  
*(Insert terms and conditions for liquidated damages, if any.)*

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

§ 4.6 Other:

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

## **ARTICLE 5 PAYMENTS**

### **§ 5.1 Progress Payments**

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

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

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the **Twenty-Fifth** day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the **Tenth** day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than **Thirty ( 30 )** days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

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

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

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

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

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### **§ 5.1.7 Retainage**

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

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

**Five Percent (5%)**

§ 5.1.7.1.1 The following items are not subject to retainage:  
*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

**Insurance, Building Permit, and Fees**

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:  
*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

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

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

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

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

**§ 5.2 Final Payment**

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

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

**§ 5.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
*(Insert rate of interest agreed upon, if any.)*

%

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

**ARTICLE 7 TERMINATION OR SUSPENSION**

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

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

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

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

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

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

§ 8.2 The Owner’s representative:

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

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

§ 8.3 The Contractor’s representative:

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

**Shelton Allen Wagner, Jr.**  
**President – Wagner General Contractors, Inc.**  
**1711 Higginson Rd.**  
**Searcy, AR 72143**  
**(501) 203-0704**

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

§ 8.5 Insurance and Bonds

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

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

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

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

§ 8.7 Other provisions:

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

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

- .5 Drawings

Entitled "Renovations to Jonesboro Recreational Center – Phase II, Jonesboro, Arkansas" and bear the Architect's commission number 2127. See attached Exhibit "A".

Number	Title	Date
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- .6 Specifications

Entitled "Renovations to Jonesboro Recreational Center – Phase II, Jonesboro, Arkansas" and bear the Architect's commission number 2127. See attached Exhibit "B".

Section	Title	Date	Pages
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- .7 Addenda, if any:

Number	Date	Pages
Addenda No. 1	March 15, 2022	(14) Forteen Pages
Addenda No. 2	March 16, 2022	(11) Eleven Pages
See attached Exhibit "C"		

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

**.8 Other Exhibits:**

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

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

The Sustainability Plan:

Title	Date	Pages
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Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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**.9 Other documents, if any, listed below:**

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

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

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



CONTRACTOR (Signature)

Shelton Allen Wagner, Jr., President

(Printed name and title)

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**SECTION 00 0115  
LIST OF DRAWING SHEETS**

**THE FOLLOWING DRAWINGS DATED FEBRUARY 20, 2022 BEARING THE ARCHITECT'S  
COMMISSION NUMBER 2127 WITH THESE SPECIFICATIONS FORM THE CONTRACT  
DOCUMENTS.**

**CIVIL**

C001 ..... SITE PLAN & DETAILS

**LIFE SAFETY**

LS001 ..... LIFE SAFETY

**DEMOLITION**

D100 ..... FIRST & SECOND FLOOR DEMOLITION PLAN

**ARCHITECTURAL**

A001 ..... DOOR SCHEDULE, VISUAL DOOR FRAMES, AND FRAME DETAILS

A002 ..... FINISH FLOOR PLAN AND SCHEDULE

A100 ..... FIRST FLOOR PLAN, SECOND FLOOR PLAN

A101 ..... VISUAL WALL TYPES AND PLAN DETAILS

A200 ..... BUILDING ELEVATIONS

A201 ..... BUILDING SECTIONS

A400 ..... REFLECTED CEILING PLANS, CEILING DETAILS

A500 ..... WALL SECTIONS

A600 ..... TOILET MOUNTING HEIGHTS AND DETAILS

A601 ..... ENLARGED TOILET PLAN, TOILET ELEVATIONS, DETAILS, MILLWORK &  
MILLWORK SECTIONS

A700 ..... INTERIOR ELEVATIONS

**STRUCTURAL**

S100 ..... PLAN AND DETIALS

**MECHANICAL**

M001 ..... GENERAL NOTES AND LEGENDS

M101 ..... HVAC PLAN - DEMO

M201 ..... HVAC PLAN - NEW

M301 ..... HVAC SECTIONS

M501 ..... HVAC DETAILS

M502 ..... HVAC DETAILS

M601 ..... HVAC SCHEDULES

**PLUMBING**

P001 ..... GENERAL NOTES AND LEGENDS

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P201 ..... PLUMBING PLAN - NEW

P202 ..... SEWER PLAN - NEW

P501 ..... PLUMBING DETAILS

P601 ..... PLUMBING SCHEDULES

P602 ..... PLUMBING RISERS

P603 ..... PLUMBING RISERS

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F100..... FIRE PROTECTION SITE PLAN  
F101..... FIRE PROTECTION PLAN  
F501..... FIRE SUPPRESSION DETAILS  
F502..... FIRE SUPPRESSION DETAILS

**ELECTRICAL**

E100 ..... GENERAL NOTES AND LEGENDS  
E101 ..... ELECTRICAL REFLECTED CEILING PLAN - DEMO  
E102 ..... ELECTRICAL PLAN - DEMO  
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E104 ..... ELECTRICAL PLAN - NEW  
E105 ..... FIRE ALARM PLAN  
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**END OF SECTION**

**Jonesboro Recreation Center  
Commission Number: 2127  
Jonesboro, Arkansas**

**Garver Project # 21B00540**

**February 21, 2022**

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**ADDENDUM NO. 1**

PROJECT TITLE: Renovations to  
Jonesboro Recreation Center – Phase II  
Jonesboro, Arkansas

OWNER: City of Jonesboro  
300 S. Church St.  
Jonesboro, AR 72401

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

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

COMMISSION NUMBER: 2127

DATE OF ISSUE: March 15, 2022

BID DATE/LOCATION: **March 23, 2022 at 2:00 P.M.** C.D.S.T  
1<sup>st</sup> Floor Conference Room at the Municipal Building Center  
300 S. Church St.  
Jonesboro, AR 72401

---

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

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*GENERAL*

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1. Specifications: Section 00 7301 – FEDERAL REGULATIONS
  - A. Add Section 00 7301 – FEDERAL REGULATIONS; Refer to Page 3-10 of this Addendum.
  
2. Specifications: Section 00 4100 – BID FORM
  - A. Refer to Page 11-14; Exhibit “A” and Exhibit “B” must be certified and turned in with bid form at time of bid.
  
3. General: SAM.GOV REGISTRATION
  - A. Contractors who enter into a contract with The City of Jonesboro must be registered with SAM.GOV.

**SECTION 00 7301  
FEDERAL REGULATIONS**

**PART 1 GENERAL**

**1.01 CARES ACT**

- A. Funding in part for this project is provided by grant funding established by the Cares Act.
- B. The Davis - Bacon Act applies to contractors and subcontractors performing work on this project.
- C. Federal Wage Rates apply to this project. Wage decision number AR20220024 is included at the end of this section.
- D. Payroll Reporting Forms must be used by contractors and subcontractors.

**1.02 DAVIS-BACON ACT**

- A. The following contract clauses from The Davis-Bacon Act are included in these specifications as required by The Cares Act.
- B. Federal Wage Rate is included.

**END OF SECTION**

"General Decision Number: AR20220024 02/25/2022

Superseded General Decision Number: AR20210024

State: Arkansas

Construction Type: Building

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

County: Craighead County in Arkansas.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</li></ul>

The applicable Executive Order minimum wage rate will be

adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

BOIL0069-002 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 30.49	23.13

PAIN0424-009 07/01/2021

	Rates	Fringes
PAINTER (Brush, Roller and Spray).....	\$ 16.25	10.42

PLUM0155-015 08/01/2021

	Rates	Fringes
PIPEFITTER.....	\$ 25.91	11.77

SHEE0036-034 06/01/2021

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation).....	\$ 24.44	13.66

\* SUAR2015-021 01/09/2017

	Rates	Fringes
BRICKLAYER.....	\$ 19.39	0.00
CARPENTER.....	\$ 17.73	3.31
CEMENT MASON/CONCRETE FINISHER...	\$ 17.03	0.00

ELECTRICIAN.....	\$ 18.69	4.17
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 17.16	4.76
IRONWORKER, REINFORCING.....	\$ 14.00 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 19.39	0.00
LABORER: Common or General.....	\$ 10.61 **	0.00
LABORER: Mason Tender - Brick...	\$ 12.04 **	0.00
LABORER: Pipelayer.....	\$ 14.02 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 22.75	0.00
OPERATOR: Bulldozer.....	\$ 15.88	0.00
OPERATOR: Crane.....	\$ 17.52	0.00
OPERATOR: Grader/Blade.....	\$ 14.66 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 17.79	0.00
OPERATOR: Roller.....	\$ 14.34 **	0.00
PLUMBER.....	\$ 21.26	4.20
ROOFER.....	\$ 15.39	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.54 **	0.23

-----  
 WELDERS - Receive rate prescribed for craft performing  
 operation to which welding is incidental.

=====  
 \*\* Workers in this classification may be entitled to a higher  
 minimum wage under Executive Order 14026 (\$15.00) or 13658  
 (\$11.25). Please see the Note at the top of the wage  
 determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave  
 for Federal Contractors applies to all contracts subject to the

Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.



Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

NON-COLLUSION AFFIDAVIT

EXHIBIT "A"

State of \_\_\_\_\_

Bid # \_\_\_\_\_

County of \_\_\_\_\_

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of my firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- 1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- 2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be discussed before bid opening.
- 3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- 4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- 5) \_\_\_\_\_ its affiliates, subsidiaries, officers directors  
(Name of Firm)  
and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ understands and acknowledges that the  
(Name of Firm)  
above representations are material and important and will be relied on by \_\_\_\_\_  
(Name of Public Entity)  
in awarding the contract(s) for which this bid is submitted. I understand that my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from \_\_\_\_\_  
(Name of Public Entity)  
of the true facts relating to the submission for this contract.

\_\_\_\_\_  
(Name and Company Position)

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

**Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters  
Primary Covered Transactions**

**EXHIBIT "B"**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145 Subpart C 145.200 - 145.325. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
  - (a) You are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) You have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) You are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) You have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Pt. 145**

(1) Making an administrative offset against other requests for reimbursements.

(2) Withholding advance payments otherwise due to the grantee, or

(3) Other action permitted by law.

(b) Except where otherwise provided by statutes or regulations, the Federal agency will charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (4 CFR Ch. II). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

**Subpart E—Entitlements  
[Reserved]**

**PART 145—GOVERNMENTWIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT) AND GOVERNMENTWIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE (GRANTS)**

**Subpart A—General**

Sec.  
 145.100 Purpose.  
 145.105 Definitions.  
 145.110 Coverage.  
 145.115 Policy.

**Subpart B—Effect of Action**

145.200 Debarment or suspension.  
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 145.210 Voluntary exclusion.  
 145.215 Exception provision.  
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**Subpart C—Debarment**

145.300 General.  
 145.305 Causes for debarment.  
 145.310 Procedures.  
 145.311 Investigation and referral.  
 145.312 Notice of proposed debarment.  
 145.313 Opportunity to contest proposed debarment.  
 145.314 Debarring official's decision.  
 145.315 Settlement and voluntary exclusion.  
 145.320 Period of debarment.  
 145.325 Scope of debarment.

**Subpart D—Suspension**

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 145.405 Causes for suspension.  
 145.410 Procedures.

**13 CFR Ch. I (1-1-01 Edition)**

145.411 Notice of suspension.  
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 145.416 Period of suspension.  
 145.420 Scope of suspension.

**Subpart E—Responsibilities of GSA, Agency and Participants**

145.500 GSA responsibilities.  
 145.505 SBA responsibilities.  
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**Subpart F—Drug-Free Workplace Requirements (Grants)**

145.600 Purpose.  
 145.605 Definitions.  
 145.610 Coverage.  
 145.615 Grounds for suspension of payments, suspension or termination of grants, or suspension or debarment.  
 145.620 Effect of violation.  
 145.625 Exception provision.  
 145.630 Certification requirements and procedures.  
 145.635 Reporting of and employee sanctions for convictions of criminal drug offenses.

**APPENDIX A TO PART 145—CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY COVERED TRANSACTIONS**

**APPENDIX B TO PART 145—CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS**

**APPENDIX C TO PART 145—CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

**AUTHORITY:** E.O. 12549; Secs. 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.); 15 U.S.C. 634(b)(6).

**CROSS REFERENCE:** See also Office of Management and Budget notice published at 55 FR 21679, May 26, 1990, and 60 FR 33036, June 26, 1995.

**SOURCE:** 53 FR 19176, 19204, May 26, 1988, unless otherwise noted.

**EDITORIAL NOTE:** For additional information, see related documents published at 52 FR 20360, May 29, 1987, 53 FR 19160, May 26, 1988, and 53 FR 34474, Sept. 6, 1988.

**Subpart A—General**

**§ 145.100 Purpose.**

(a) Executive Order (E.O.) 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for nonprocurement debarment and suspension. A person who is

**ADDENDUM NO. 2**

PROJECT TITLE: Renovations to  
Jonesboro Recreation Center – Phase II  
Jonesboro, Arkansas

OWNER: City of Jonesboro  
300 S. Church St.  
Jonesboro, AR 72401

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

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

COMMISSION NUMBER: 2127

DATE OF ISSUE: March 16, 2022

BID DATE/LOCATION: **March 23, 2022 at 2:00 p.m.** C.D.S.T  
1<sup>st</sup> Floor Conference Room at the Municipal Building Center  
300 S. Church St.  
Jonesboro, AR 72401

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

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***GENERAL***

1. Specifications: Section 00 0115 – List of Drawing Sheets
  - A. Clarification: Structural, Mechanical, Plumbing, Fire Protection, Electrical drawings bear an issue date of February 25, 2022. These along with Architectural drawings dated February 20, 2022, form the contract documents.



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*CIVIL*

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2. Drawings: Sheet C001 – Site Plan and Details

- A. Clarification: Fire line indicated on sheet F100 will require the cutting/trenching through existing asphalt parking lot to tie into main water line at Nettleton and to set new fire hydrant. Provide an allowance in base bid to include cutting, removing, and repair to existing asphalt parking lot. A trench 3'-0" wide will require removal/repair of 554 SF of asphalt. Asphalt repair section shall be 3" A.C.H.M. Surface course Type 2 & 6" Class 7 aggregate base course compacted to 95% modified proctor.

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*ARCHITECTURAL*

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3. Specifications: Section 07 2116 – Blanket Insulation; 2.02 Batt. Insulation Materials: Add the following:

7. Facing: Kraft faced, one side  
a. ASTM C 665; Federal Specification HH-1-521F, Type II.
8. Facing: Foil faced, one side  
a. ASTM E84; Max. flame spread index: 25; Max. smoke development index: 50  
b. Install foil faced insulation when exposed on exterior walls

4. Specifications: Section 07 2116 – Blanket Insulation; 3.03 Schedules:

- A. Interior Walls: (add the following)  
2. 6" inch thick, un-faced, R-Value, R-19.  
3. 1 1/2 inch thick, Kraft-faced, R-Value, R-6.

5. Specifications: Section 09 6250 – Resilient Sports Floor

- A. Clarification: Court striping is to be included in this scope of work. (3) colors will be used for striping.

6. Drawings: Sheet A100.1 – Partial demolition, floor plan, and reflected ceiling plan

- A. Add the following sheet: A100.1– Partial demolition, floor plan, and reflected ceiling plan.

- B. This area of the building is indicated on Sheet C001 (siteplan) as existing lobby and existing storage (at the southeast corner of the main building).

7. Drawings: Sheet A601 – Toilet Elevations

- A. Clarification: Provide “Schluter Jolly” trim at top and bottom termination of epoxy wainscot.

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*MECHANICAL*

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8. Drawings: Sheet M202 – FIRST FLOOR HVAC LOBBY PLAN - NEW

- A. Add radiant ceiling panel heaters to floor plan.
- B. Add Keyed Notes #1 and #2.
- C. Add “Radiant Ceiling Panel Heaters Schedule”.
- D. Revise Sequence of Operations.

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*FIRE PROTECTION*

---

9. Drawings: Sheet F100 – SITE PLAN – FIRE PROTECTION

- A. Add fire hydrant to site plan.
- B. Relocate post indicator valve.
- C. Add Detail #2, “Fire Hydrant Detail”.

10. Drawings: Sheet F102 – FIRST FLOOR FIRE PROTECTION LOBBY PLAN - NEW

- D. Extend fire protection scope to include existing lobby, concession, office, and storage area.
- E. Add fire suppression hazard classification to existing lobby, concession, office, and storage.

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*ELECTRICAL*

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11. Specifications: Section 26 36 00 – DIESEL-ENGIN-DRIVEN GENERATOR SETS

- F. Section 2.02.E, Change EPA Tier 4 to EPA Tier 3.
- G. Section 2.09.A.2, Omit ‘walk-in’ requirement for generator enclosure.

12. Specifications: Section 27 15 13 – Communications Copper Horizontal Cabling

- H. Section 2.03.F, Cable jacket shall be RED for computer network and BLUE for voip telephone.
- I. General, RJ45 jacks shall be CommScope GigaSPEED XL MGS400 Series per Jonesboro IT standards.

13. Drawings: Sheet E104 – ELECTRICAL PLANS - NEW

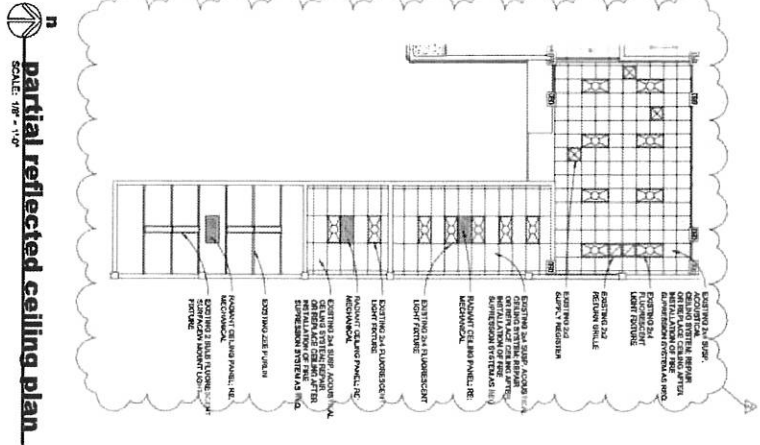
- J. ELECTRICAL PLAN – FIRST FLOOR – NEW and ELECTRICAL PLAN – SECOND FLOOR - NEW, updated to reflect additional data and camera locations.
- K. ELECTRICAL PLAN – FIRST FLOOR – NEW, updated generator location to the north west corner of the building.

14. Drawings: Sheet E106 – ELECTRICAL PLAN – LOBBY – NEW

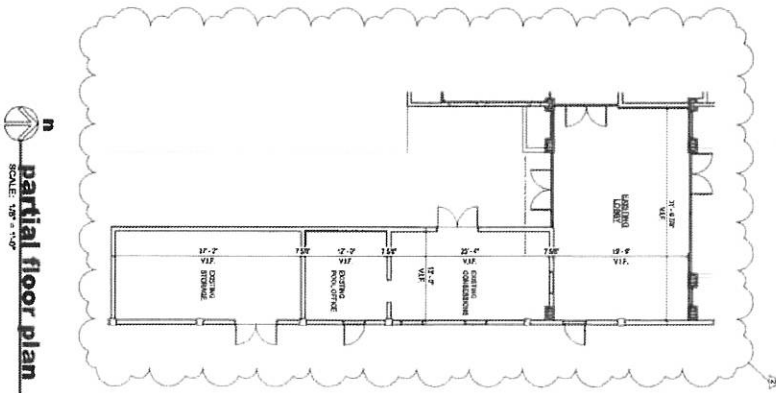
- L. ELECTRICAL PLAN – LOBBY – NEW, added power to new radiant heaters.

15. Drawings: Sheet E601 – ELECTRICAL SCHEDULES

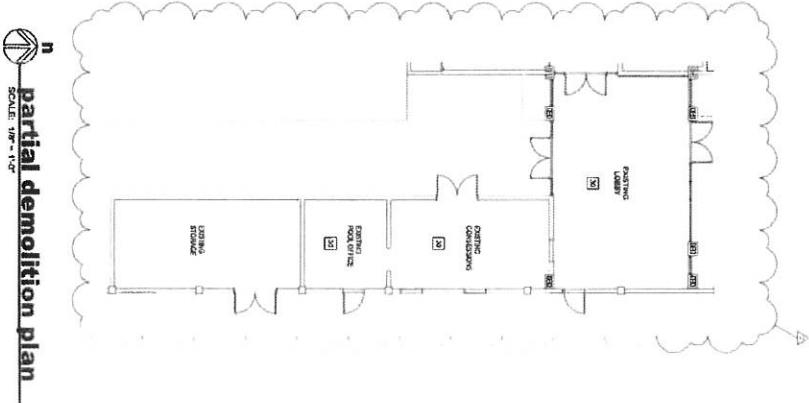
- M. ELECTRICAL EQUIPMENT SCHEDULE, updated to add radian heater information.



**partial reflected ceiling plan**  
 SCALE: 1/8" = 1'-0"



**partial floor plan**  
 SCALE: 1/8" = 1'-0"



**partial demolition plan**  
 SCALE: 1/8" = 1'-0"

24  
 Commission Number  
 2127  
**A100.1**  
 Date February 20, 2024

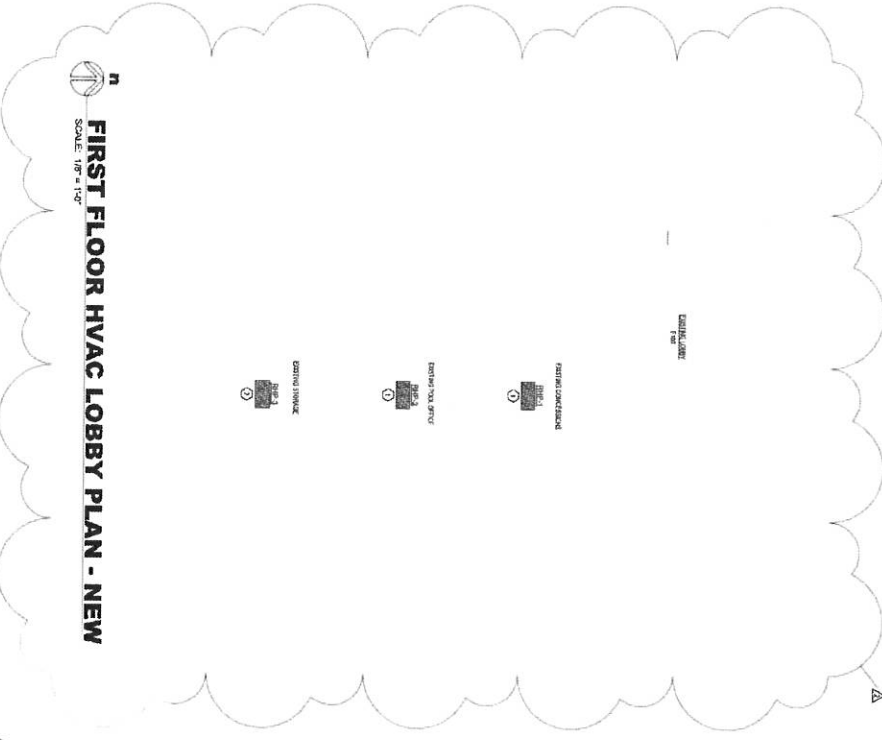


Revision Schedule	
Rev. No.	Description

**BRACKETT  
 KRENNERICH**  
 architects

Renovations to  
**Jonesboro Recreational Center**  
 Jonesboro Arkansas  
 Phase II

DESCRIPTION	REVISIONS	DATE	BY	APP'D BY
REVISIONS	1	03/15/2022	hcafeck	
ADJUSTED PANEL SIZES	2	03/15/2022	hcafeck	
ADJUSTED PANEL SIZES	3	03/15/2022	hcafeck	
ADJUSTED PANEL SIZES	4	03/15/2022	hcafeck	
ADJUSTED PANEL SIZES	5	03/15/2022	hcafeck	
ADJUSTED PANEL SIZES	6	03/15/2022	hcafeck	
ADJUSTED PANEL SIZES	7	03/15/2022	hcafeck	
ADJUSTED PANEL SIZES	8	03/15/2022	hcafeck	
ADJUSTED PANEL SIZES	9	03/15/2022	hcafeck	
ADJUSTED PANEL SIZES	10	03/15/2022	hcafeck	
ADJUSTED PANEL SIZES	11	03/15/2022	hcafeck	
ADJUSTED PANEL SIZES	12	03/15/2022	hcafeck	
ADJUSTED PANEL SIZES	13	03/15/2022	hcafeck	
ADJUSTED PANEL SIZES	14	03/15/2022	hcafeck	
ADJUSTED PANEL SIZES	15	03/15/2022	hcafeck	
ADJUSTED PANEL SIZES	16	03/15/2022	hcafeck	
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ADJUSTED PANEL SIZES	18	03/15/2022	hcafeck	
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ADJUSTED PANEL SIZES	48	03/15/2022	hcafeck	
ADJUSTED PANEL SIZES	49	03/15/2022	hcafeck	
ADJUSTED PANEL SIZES	50	03/15/2022	hcafeck	



**KEYED NOTES:**

1. INSTALL RADIAN HEATING PANELS WITH THE HEAT LOSS CALCULATED TO SERVE THE SPACE. USE RADIANT PANELS WITH THE HEAT LOSS CALCULATED TO SERVE THE SPACE. THE HEAT LOSS CALCULATED TO SERVE THE SPACE SHALL BE THE HEAT LOSS CALCULATED TO SERVE THE SPACE. THE HEAT LOSS CALCULATED TO SERVE THE SPACE SHALL BE THE HEAT LOSS CALCULATED TO SERVE THE SPACE.



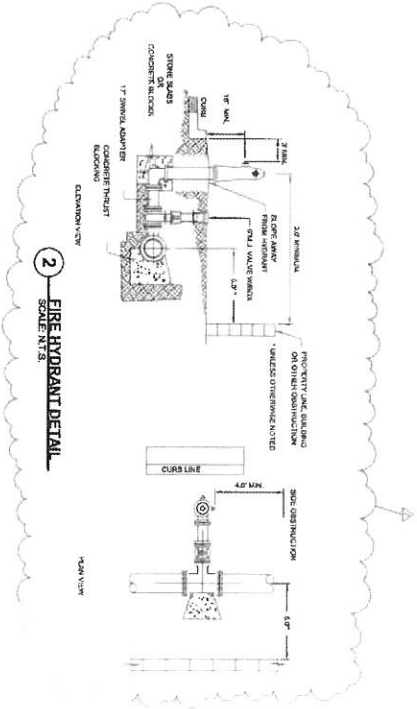
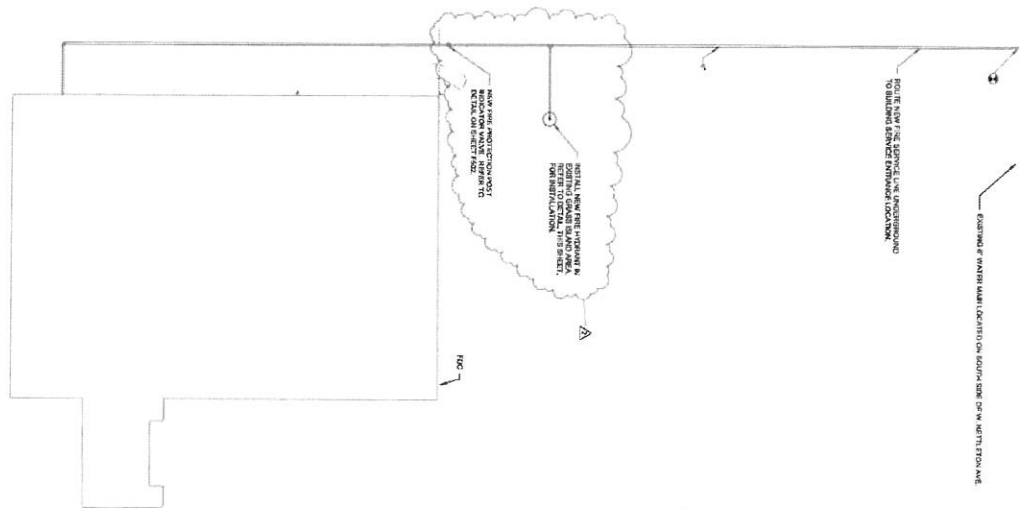
Commission Number  
**M202**  
City  
Date: February 28, 2022

Revision Schedule	
No.	Description
1	Issue for Review
2	Issue for Review
3	Issue for Review
4	Issue for Review
5	Issue for Review
6	Issue for Review
7	Issue for Review
8	Issue for Review
9	Issue for Review
10	Issue for Review

**BRACKETT  
KRENNERICH**  
architects

Renovations to  
**Jonesboro Recreational Center**  
Jonesboro Arkansas  
Phase II

ADDENDUM NO. 2  
Page 6 of 11



**SITE PLAN - FIRE PROTECTION**  
SCALE: 1/8" = 1'-0"

**2 FIRE HYDRANT DETAIL**  
SCALE: N.T.S.

Revision Schedule	
No.	Description

**BRACKETT  
KRENNERICH**  
architects






**Renovations to  
Jonesboro Recreational Center  
Jonesboro Arkansas  
Phase II**



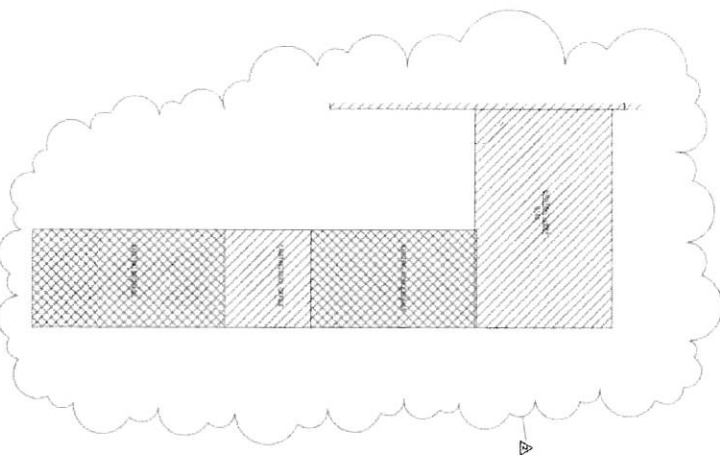
Commission Number  
**F 100**  
Date: February 25, 2022

ORIGINAL NOTE: THIS DRAWING IS INTENDED TO BE USED FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF JONESBORO. ALL DIMENSIONS SHALL BE GIVEN IN FEET AND INCHES UNLESS OTHERWISE NOTED. DIMENSIONS SHALL BE TAKEN FROM THE CENTER OF GRAVITY UNLESS OTHERWISE NOTED. DIMENSIONS SHALL BE TAKEN FROM THE CENTER OF GRAVITY UNLESS OTHERWISE NOTED. DIMENSIONS SHALL BE TAKEN FROM THE CENTER OF GRAVITY UNLESS OTHERWISE NOTED.

**FIRE SUPPRESSION HAZARD CLASSIFICATIONS**

	<b>Light Hazard - Ceiling up to 30'</b> Light hazard areas are those where the quantity of combustibles is such that the fire load is low and fire spread is not likely to be rapid. Examples include: residential occupancies, offices, stores, schools, churches, and other similar occupancies.
	<b>Ordinary Hazard - Ceiling up to 30'</b> Ordinary hazard areas are those where the quantity of combustibles is such that the fire load is moderate and fire spread is likely to be rapid. Examples include: mercantile occupancies, hotels, restaurants, and other similar occupancies.
	<b>Extraordinary Hazard - Ceiling up to 30'</b> Extraordinary hazard areas are those where the quantity of combustibles is such that the fire load is high and fire spread is very rapid. Examples include: industrial occupancies, laboratories, and other similar occupancies.

**FIRST FLOOR FIRE PROTECTION LOBBY PLAN - NEW**  
SCALE: 1/8" = 1'-0"



Consultation Number  
21227  
**F102**  
DATE: FEBRUARY 23, 2022

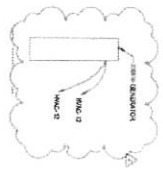
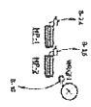
Revision	By	Date	Description
1	JRE	02/23/22	ISSUED FOR PERMIT

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architects

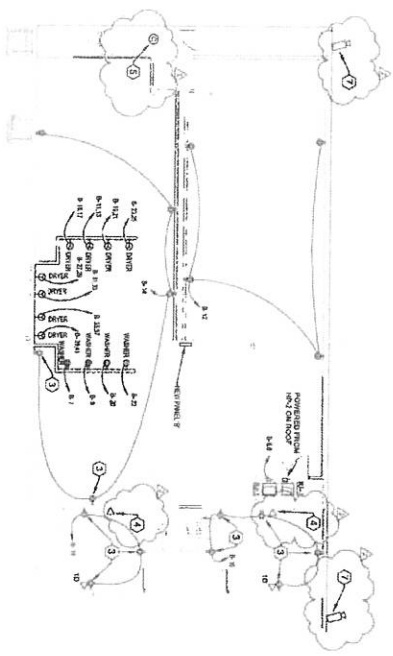


Renovations to  
**Jonesboro Recreational Center**  
Jonesboro Arkansas  
Phase II

ADDENDUM NO. 2  
MAY 16, 2022  
Page 4 of 11

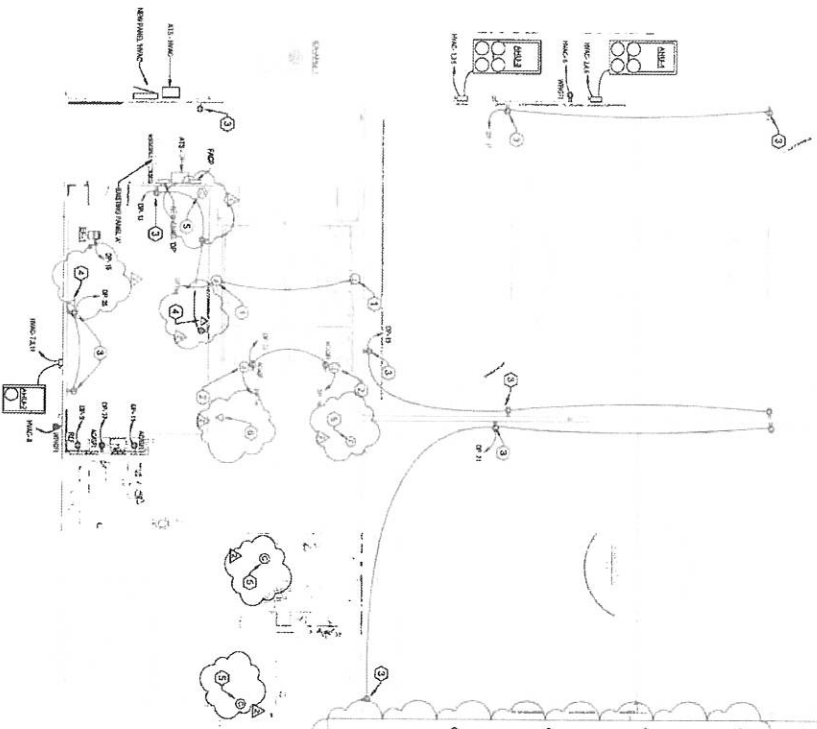


**ELECTRICAL PLAN - ROOF - NEW**  
SCALE: 1/8" = 1'-0"



**ELECTRICAL PLAN - SECOND FLOOR - NEW**  
SCALE: 1/8" = 1'-0"

**ELECTRICAL PLAN - FIRST FLOOR - NEW**  
SCALE: 1/8" = 1'-0"

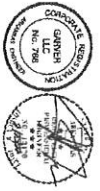


- ELECTRICAL KEYED NOTES**
- 1 PROVIDE POWER TO JUNCTION BOX ABOVE CEILING TO POWER EACH RESTROOM. COORDINATE WITH PLUMBER. PROVIDE CONDUIT FROM JUNCTION BOX PROVIDED BY PLUMBER. PROVIDE CONNECTION FROM MANUFACTURER'S INSTALLATION INSTRUCTIONS.
  - 2 PROVIDE JUNCTION BOX WITH HAND DRIVER. COORDINATE THE EXACT LOCATION OF HAND DRIVER INSTALLATION WITH PLUMBER ID.
  - 3 REUSE EXISTING RESERVEFACE BACK EBOX AND CONDUIT AT THIS LOCATION. PROVIDE NEW CONDUIT AT THE EBOX AND COORDINATE WITH PLUMBER AND ID.
  - 4 NEW DATA LOCATION. AT EACH LOCATION PROVIDE TWO RED AND ONE BLUE DATA DATA RACK. CONTINUATION SHALL TERMINATE CABLES AT THE TERMINATE CABLES AT THE RACK.
  - 5 CEILING MOUNTED CAMERA. LOCATION. PROVIDE ONE RED CATV CABLE BACK TO EXISTING RACK. PROVIDE 2 SLACK AT THE CAMERA LOCATION. THE CITY WILL PROVIDE CABLES AT THE RACK.
  - 6 CEILING MOUNTED WIR. ACCESS POINT LOCATION. PROVIDE ONE RED DATA CABLE BACK TO EXISTING RACK. PROVIDE 2 SLACK AT THE ACCESS POINT LOCATION. THE CITY WILL PROVIDE CABLES AT THE RACK.
  - 7 WALL MOUNTED CAMERA AND WIR ACCESS POINT LOCATION. PROVIDE JUNCTION BOX WITH CONDUIT HIGH ON THE WALL. COORDINATE THE EXACT LOCATION WITH PLUMBER PRIOR TO INSTALLATION. TERMINATE CABLES AT THE TERMINATE CABLES AT THE RACK.

Revision Schedule	
No.	Description

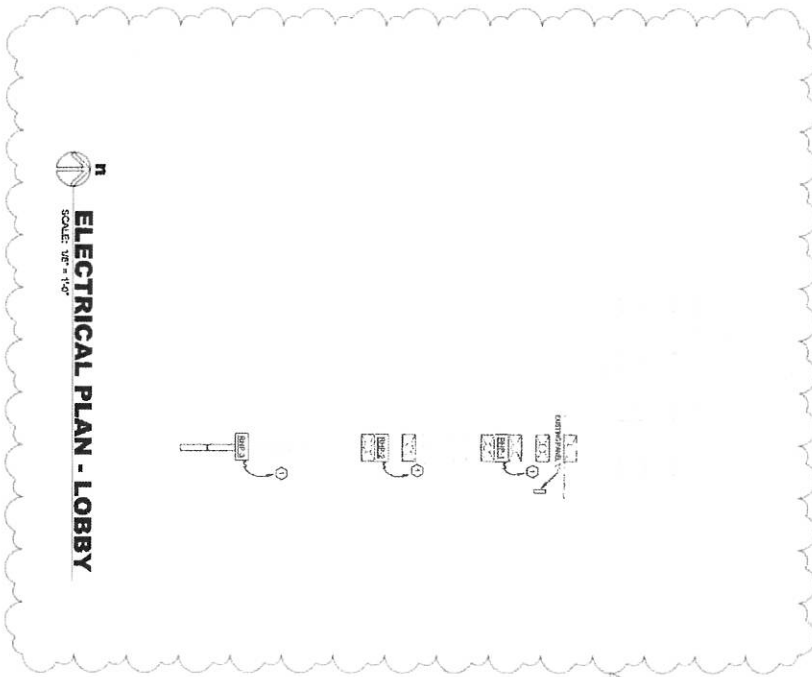
**BRACKETT KRENNERICH architects**

Renovations to  
**Jonesboro Recreational Center**  
Jonesboro Arkansas  
Phase II



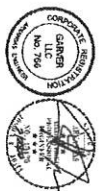
Commission Number  
2177  
**E104**  
Date/February 26, 2012





**ELECTRICAL PLAN - LOBBY**  
 SCALE: 1/8" = 1'-0"

**ELECTRICAL KEYED NOTES**  
 ① PROVIDE A NEW 200A P.C. CIRCUIT BREAKER IN EXISTING PANEL, IT TO PROVIDE NEW DOWNSTREAM PANEL.



Commission Number  
**F106**  
 DATE REVISED 20 2022

Revision Schedule			
Date	By	Project No.	Project

**BRACKETT KRENNERICH**  
 architects

Renovations to  
**Jonesboro Recreational Center**  
 Jonesboro Arkansas  
 Phase II

ADDENDUM NO. 2  
 March 16, 2022  
 Page 10 of 13

PANEL NAME	VOLUME	PHASE	WIRE	NEUTRAL WIRING	PANEL DESCRIPTION
NO.	NO.	NO.	NO.	NO.	NO.
400 A	400 A	400 A	400 A	400 A	400 A
1	1	1	1	1	1
2	2	2	2	2	2
3	3	3	3	3	3
4	4	4	4	4	4
5	5	5	5	5	5
6	6	6	6	6	6
7	7	7	7	7	7
8	8	8	8	8	8
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33	33	33	33	33	33
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36	36	36	36	36	36
37	37	37	37	37	37
38	38	38	38	38	38
39	39	39	39	39	39
40	40	40	40	40	40
41	41	41	41	41	41
42	42	42	42	42	42
Total Loads: 203.8 VA, 281.8 VA, 281.8 VA					

PANEL NAME	VOLUME	PHASE	WIRE	NEUTRAL WIRING	PANEL DESCRIPTION
NO.	NO.	NO.	NO.	NO.	NO.
400 A	400 A	400 A	400 A	400 A	400 A
1	1	1	1	1	1
2	2	2	2	2	2
3	3	3	3	3	3
4	4	4	4	4	4
5	5	5	5	5	5
6	6	6	6	6	6
7	7	7	7	7	7
8	8	8	8	8	8
9	9	9	9	9	9
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22	22	22	22	22	22
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39	39	39	39	39	39
40	40	40	40	40	40
41	41	41	41	41	41
42	42	42	42	42	42
Total Loads: 203.8 VA, 281.8 VA, 281.8 VA					

PANEL NAME	VOLUME	PHASE	WIRE	NEUTRAL WIRING	PANEL DESCRIPTION
NO.	NO.	NO.	NO.	NO.	NO.
400 A	400 A	400 A	400 A	400 A	400 A
1	1	1	1	1	1
2	2	2	2	2	2
3	3	3	3	3	3
4	4	4	4	4	4
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39	39	39	39	39	39
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42	42	42	42	42	42
Total Loads: 203.8 VA, 281.8 VA, 281.8 VA					

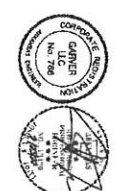
### LIGHTING FIXTURE SCHEDULE

MARK	MANUFACTURER	MODEL	ELECTRICAL DATA	DESCRIPTION
A1	COLUMBIA LIGHTING	LCAT2-40W-EDU	120 V/1-24 VA	2x4 LED VOLUME FIC, RECESSED, 2000 LUMEN, 4000K
A2	COLUMBIA LIGHTING	LCAT2-40W-EDU	120 V/1-18 VA	2x2 LED VOLUME FIC, 2000 LUMEN, 4000K
B	PROSCOLITE LIGHTING	LSL-200-SND-WH	120 V/1-24 VA	4 LED LINEAR STRIP FIXTURE
C	PROSCOLITE LIGHTING	LSL-200-SND-WH	120 V/1-18 VA	4 LED LINEAR STRIP FIXTURE
H	COLUMBIA LIGHTING	CL24-40W-EDU	120 V/1-24 VA	4 LED DOWN LIGHT 1000 LUMEN, 3500K
W	HUBBELL LIGHTING	TRP24-20-40W-175C-COLOR-FC-E	120 V/1-24 VA	LED HIGHLIGHT FIXTURE, 14,000 LUMEN, 4,000K
X	LITHONIX	LOM-SM-35R-120V277-ELN	120 V/1-24 VA	WALL MOUNT LED BATT SIGN

### ELECTRICAL EQUIPMENT SCHEDULE

MARK	DESCRIPTION	VOLTAGE/PHASE	MCA	MOCP	CIRCUIT	DISCONNECT	COMMENTS
AH-2	AIR HANDLING UNIT	208V/3-PHASE	41 A	59 A	3/4" C-28L (11/16")	50A/50P, NEMA 3R, NON-FUSIBLE	
AH-3	AIR HANDLING UNIT	208V/3-PHASE	173.3 A	209 A	3" C-38L (1/2")	200A/200P, NEMA 3R, NON-FUSIBLE	
AH-4	AIR HANDLING UNIT	208V/3-PHASE	173.3 A	209 A	3" C-38L (1/2")	200A/200P, NEMA 3R, NON-FUSIBLE	
HP-1	HEAT PUMP	208V/1-PHASE	32 A	59 A	3/4" C-28L (11/16")	60A/60P, NEMA 3R, NON-FUSIBLE	NOTE 1
HP-2	HEAT PUMP	208V/1-PHASE	31.3 A	40 A	3/4" C-28L (11/16")	60A/60P, NEMA 3R, NON-FUSIBLE	NOTE 1
BL-1	AIR HANDLING UNIT	208V/3-PHASE	72 A	15 A	3/4" C-28L (11/16")	50A/50P, NEMA 1, NON-FUSIBLE	
BL-2	AIR HANDLING UNIT	208V/3-PHASE	72 A	15 A	3/4" C-28L (11/16")	50A/50P, NEMA 1, NON-FUSIBLE	
EH-1	EXHAUST FAN	120V/1-PHASE	7.2 A	15 A	3/4" C-28L (11/16")	NOT ON PANEL	NOTE 1
EH-2	EXHAUST FAN	120V/1-PHASE	7.2 A	15 A	3/4" C-28L (11/16")	NOT ON PANEL	NOTE 1
RH-1	RADIANT HEATER PANEL	120V/1-PHASE	6.55 A	20 A	3/4" C-18L (1/2")	NOT ON PANEL	NOTE 1
RH-2	RADIANT HEATER PANEL	120V/1-PHASE	6.55 A	20 A	3/4" C-18L (1/2")	NOT ON PANEL	NOTE 1
RH-3	RADIANT HEATER PANEL	120V/1-PHASE	6.55 A	20 A	3/4" C-18L (1/2")	NOT ON PANEL	NOTE 1

NOTE: 1. INDOOR UNIT (IU-1) IS POWERED FROM CORRESPONDING OUTDOOR UNIT (OU-1). PROVIDE CONNECTION FROM OUTDOOR TO INDOOR UNITS PER MANUFACTURER'S REQUIREMENTS.



Commission Number  
2127  
**E601**  
DATE: February 28, 2022

Revision	By	Date

**BRACKETT  
KRENNERICH**  
architects

Renovations to  
**Jonesboro Recreational Center**  
Jonesboro Arkansas  
Phase II

**SECTION 00 1113**

**ADVERTISEMENT FOR BIDS**

Qualified Contractors are invited to bid on a contract for "Renovations to Jonesboro Recreation Center – Phase II". The bids shall be on a lump sum basis.

The City of Jonesboro, hereinafter termed owner, will receive bids until **2:00 p.m., Wednesday, March 23, 2022**. Bids may be mailed or delivered in care of Purchasing Agent, Steve Kent, Jonesboro City Hall, 300 South Church Street, Jonesboro, Arkansas 72401. Bids received after this time will not be accepted.

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

Project scope consists of an approximately 15,600 SF interior renovation to the existing Jonesboro Recreational Center. Work includes restroom, multipurpose, and office renovations, two renovated basketball and soccer courts with synthetic sports flooring and synthetic turf. Mechanical systems include package air handling units and updated plumbing and fixtures. Electrical systems are being modified, as well as, new fire suppression system for facility. Exterior work is limited to egress sidewalks, drainage modifications and new exterior wall openings.

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

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

**Southern Reprographics**  
**901 W. 7<sup>th</sup> Street**  
**Little Rock, AR 72201**  
**(501) 372-4011**

Obtaining contract documents through any source other than the Design Professional or their representative(s) is not advisable due to the risks of receiving incomplete or inaccurate information. Contract documents obtained through the Design Professional or their representative(s) are considered the official version and take precedence should any discrepancies occur. The official version of the complete set of the contract documents should be examined and are obtainable from Brackett-Krennerich and Associates, P.A., 100 E. Huntington, Suite D, Jonesboro, Arkansas. General contractors may obtain two (2) complete sets of bidding documents from Brackett-Krennerich and Associates upon deposit of **\$200.00** which is refundable, less postage/shipping costs, if applicable, to bona fide bidders upon return of documents in good condition within 3 days after bid date.

Additional sets of documents may be obtained for use by subcontractors and material suppliers upon receipt of **\$100.00** per set which is refundable less cost of reproduction (**50% refundable**), and less postage/shipping costs if applicable, upon return of documents in good condition within 3 days after the bid date. No partial sets will be issued.

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

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

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

There will be a **Pre-Bid Conference** held at the site on **Thursday, March 10, 2022**. The conference will start at exactly **2:00 p.m.** Prime contractors who arrive late or fail to attend this meeting may forfeit their bidding privilege. The owner reserves the right to waive this requirement and/or schedule additional meetings.

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

March 2, 2022  
Mayor Harold Copenhaver  
City of Jonesboro  
(Bid # 2022:04)

**SECTION 00 4100**  
**BID FORM**

**THE PROJECT AND THE PARTIES**

**1.01 TO:**

A. Owner: City of Jonesboro

**1.02 FOR:**

A. Renovations to Jonesboro Recreation Center – Phase II, Jonesboro, Arkansas

**1.03 DATE:** 3-23-2022 (Bidder to enter date)

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

A. Bidder's Full Name Wagner General Contractors, Inc.

1. Address 1711 Higginson Rd

2. City, State, Zip Searcy, AR 72143

**1.05 OFFER**

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

B. \$ 1,630,500.00  
(dollar amount to be shown numerically)

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

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

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

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

**1.06 ALLOWANCES**

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

**1.07 ACCEPTANCE**

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

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

1. Execute the Agreement within Ten (10) days of receipt of Notice of Award.

2. Furnish the required bonds within Ten (10) days of receipt of Notice of Award.

3. Commence work within Ten days after written Notice to Proceed of this bid.

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

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

**1.08 CONTRACT TIME/LIQUIDATED DAMAGES**

- A. If this Bid is accepted, we will:
- B. Complete the work within 300 calendar days.
- C. Liquidated Damages: \$300.00 for liquidated damages will be assessed to the contractor for each calendar day that the contractor is in default after time stipulated in the contract documents.

**1.09 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 3-15-2022
- 2. Addendum # 2 Dated 3-16-22
- 3. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_
- 4. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_


**1.10 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- Cushmans Climate Control, Inc  
1. License No. 0197850826  
2. Is the amount of work \$20,000 or over: Yes  No
- D. PLUMBING: Name- Carson Construction LLC  
1. License No. 038530622  
2. Is the amount of work \$20,000 or over: Yes  No
- E. ELECTRICAL: Name- Martinez Electric  
1. License No. 0349500322  
2. Is the amount of work \$20,000 or over: Yes  No
- F. ROOFING & SHEETMETAL: Name- Collier Roofing  
1. License No. 0328280322  
2. Is the amount of work \$20,000 or over: Yes  No

**1.11 BID FORM SIGNATURE(S)**

- A. Company Name: Wagner General Contractors, Inc.
- B. Signature: 
- C. Printed Name: Shelton Allen Wagner, Jr
- D. Title: President
- E. Business Address: 1711 Higginson Rd, Searcy, AR 72143
- F. Contractor's License No. 0165491022
- G. Seal if bid is by a corporation.

**END OF BID FORM**

NON-COLLUSION AFFIDAVIT

EXHIBIT "A"

State of Arkansas

Bid #

County of White

I state that I am President of Wagner General Contractors, Inc.  
(Title) (Name of my firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

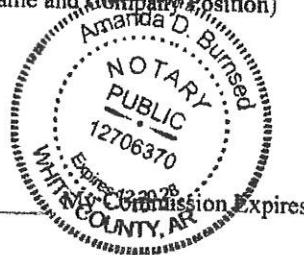
- 1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- 2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be discussed before bid opening.
- 3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- 4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- 5) Wagner General Contractors, Inc. its affiliates, subsidiaries, officers directors  
(Name of Firm) and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that Wagner General Contractors, Inc. understands and acknowledges that the  
(Name of Firm) above representations are material and important and will be relied on by The City of Jonesboro  
(Name of Public Entity) in awarding the contract(s) for which this bid is submitted. I understand that my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The City of Jonesboro  
(Name of Public Entity) of the true facts relating to the submission for this contract.

Shelton Allen Wagner Jr, President  
(Name and Company Position)

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 23 DAY  
OF March, 2022.

Amanda D. Burnsed  
(Notary Public)



12.20.28

**Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters  
Primary Covered Transactions**

**EXHIBIT "B"**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145 Subpart C 145.200 - 145.325. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

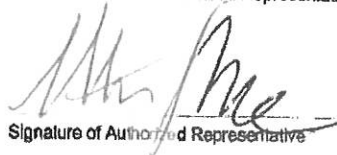
- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
  - (a) You are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) You have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) You are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) You have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name Wagner General Contractors, Inc.

Date 3-23-2022

By Shelton Allen Wagner, Jr President

Name and Title of Authorized Representative

  
Signature of Authorized Representative

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that **Wagner General Contractors, Inc.**

as Principal, hereinafter called the Principal, and **Travelers Casualty and Surety Company of America**

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

as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Jonesboro City Hall, 300 South Church Street, 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 **Renovations to Jonesboro Recreation Center – Phase II**

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 **23rd** day of **March**, **2022.**

*[Handwritten signature]*  
(Witness)

**Wagner General Contractors, Inc.**

*[Handwritten signature]*  
(Principal) (Seal)  
(Title)

**Travelers Casualty and Surety Company of America**

(Surety) (Seal)  
*[Handwritten signature]*  
(Title)

*[Handwritten signature]*  
**Nicole Lovett**  
(Witness)

**Joseph Madden III, Attorney-in-fact**





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Joseph Madden III** of **MEMPHIS**, Tennessee, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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 their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and 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 on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 23rd day of March, 2022.



  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



# Bid Opening

Date: Wednesday, March 23, 2022 @ 2:00 p.m.  
 Project: Renovations to Jonesboro Recreation Center  
 Jonesboro, Arkansas

## BID TAB

Contractor Name	Risk Security	Add Rcv'd	Base Bid	Completion Time	Subcontractors
<b>Olympus Construction, Inc.</b> 2506 W. Washington Ave. Jonesboro, AR 72401 Lic: 0013400123	5%	1. YES 2. YES	\$1,679,000.00	300 Days	Mechanical: Control Heating & Cooling, Inc. Lic: 0011640123 Plumbing: PE Plumbing, LLC Lic: 0219920522 Electrical: Naboo Mechanical & Electrical, Inc. Lic: 0025860422 Roofing & Sheet Metal: Olympus Construction, Inc. Lic: 0013400123 Mechanical: Cushman's Climate Control Lic: 0197850326 Plumbing: Car-son Construction LLC Lic: 0253930622 Electrical: Martinez Electric, LLC Lic: 0349500322 Roofing & Sheet Metal: Collier Roofing, LLC Lic: 0328280322
<b>Magner General Contractors, Inc.</b> 600 W. Race Ave. Searcy, AR 72143 Lic: 015491022	5%	1. YES 2. YES	\$1,630,500.00	300 Days	



*[Signature]*  
 Todd Welch, AIA







# EVIDENCE OF PROPERTY INSURANCE

CNEWBERRY

DATE (MM/DD/YYYY)  
4/22/2022

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

AGENCY Hub International Mid-South 1661 International Drive Suite #300 Memphis, TN 38120		PHONE (A/C, No, Ext): (901) 312-5300	COMPANY Travelers Property Casualty Co of America	
FAX (A/C, No):	E-MAIL ADDRESS: chris.newberry@hubinternational.com			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: WAGNGEN-01				
INSURED Wagner General Contractors, Inc., The City of Jonesboro and All Subcontractors 7540 Bartlett Corporate Drive Bartlett, TN 38133			LOAN NUMBER	POLICY NUMBER BINDER
			EFFECTIVE DATE 4/22/2022	EXPIRATION DATE 4/22/2023
			<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:				

### PROPERTY INFORMATION

LOCATION/DESCRIPTION  
1421 W. Nettleton Avenue, Jonesboro, AR 72401

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 EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

### COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	PERILS INSURED				AMOUNT OF INSURANCE	DEDUCTIBLE
	PERILS INSURED	BASIC	BROAD	SPECIAL		
Builder's Risk - Special Form					\$1,630,500	\$ 2,500
Flood					\$1,630,500	\$100,000
Earthquake					\$1,630,500	\$100,000
Soft Cost					\$100,000	
Transit & Temporary Storage Location					\$250,000	

### REMARKS (Including Special Conditions)

Project: Renovations to Jonesboro Recreation Center - Phase II  
\$25,000 Deductible - Release of Water, Steam or Fluid

### CANCELLATION

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

### ADDITIONAL INTEREST

NAME AND ADDRESS  The City of Jonesboro Jonesboro City Hall 300 South Church Street Jonesboro, AR 72401	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	MORTGAGEE	<input checked="" type="checkbox"/> Named Insured	
	LOAN #		
AUTHORIZED REPRESENTATIVE 			



# Document A312™ - 2010

FILED  
 JONESBORO DISTRICT  
 CRAIGHEAD COUNTY, ARKANSAS  
 Bond No. 107593060  
 CANDACE EDWARDS, CLERK & RECORDER  
 # 5/2022 11:04:03 AM  
 FEE: 55.00  
 PAGES: 9  
 SHELENA SHUMPERT

## Performance Bond

**CONTRACTOR:**

*(Name, legal status and address)*  
 Wagner General Contractors, Inc.  
 1711 Higginson Road  
 Searcy, AR 72143

**SURETY:**

*(Name, legal status and principal place of business)*  
 Travelers Casualty and Surety  
 Company of America  
 One Tower Square  
 Hartford, CT 06183

**OWNER:**

*(Name, legal status and address)*  
 City of Jonesboro  
 300 South Church Street  
 Jonesboro, AR 72401

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**CONSTRUCTION CONTRACT**

Date:

Amount: \$1,630,500.00

Description: Renovations to Jonesboro Recreation Center - Phase II  
*(Name and location)*

**BOND**

Date:

*(Not earlier than Construction Contract Date)*

Amount: \$1,630,500.00

Modifications to this Bond:  None  See Section 16**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*  
 Wagner General Contractors, Inc.

**SURETY**

Company: *(Corporate Seal)*  
 Travelers Casualty and Surety Company of America

Signature:   
 Name Shelton Aulen Wagner, Jr.  
 and Title: President  
*(Any additional signatures appear on the last page of this Performance Bond.)*

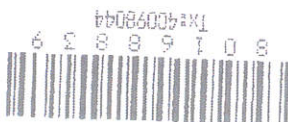
Signature:   
 Name Joseph Madden III  
 and Title: Attorney-In-Fact

*(FOR INFORMATION ONLY -- Name, address and telephone)***AGENT or BROKER:**

HUB International Mid-South  
 PO Box 381708  
 Memphis, TN 38183-1708

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*  
 Brackett-Krennerich & Associates, P.A.  
 100 East Huntington Ave., Suite D  
 Jonesboro, AR 72401



§ 1 The Contractor and 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 when applicable to participate in a conference as provided in Section 3.

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

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. 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;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

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

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

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

§ 5.3 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 a 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 Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 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 which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven 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 Section 5.4, and the Owner refuses the payment 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.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, 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. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .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 Section 5; and
- .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.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 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, successors and assigns.

§ 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 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 a declaration of 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.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 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 requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor 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.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.



§ 16 Modifications to this bond are as follows:

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title:

Address

Signature: \_\_\_\_\_

Name and Title:

Address

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

AIA Document A312™ – 2010. The American Institute of Architects.



Bond No. 107593060

# Document A312™ – 2010

## Payment Bond

**CONTRACTOR:**

*(Name, legal status and address)*  
Wagner General Contractors, Inc.  
1711 Higginson Road  
Searcy, AR 72143

**SURETY:**

*(Name, legal status and principal place of business)*  
Travelers Casualty and Surety  
Company of America  
One Tower Square  
Hartford, CT 06183

**OWNER:**

*(Name, legal status and address)*  
City of Jonesboro  
300 South Church Street  
Jonesboro, AR 72401

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**CONSTRUCTION CONTRACT**

Date:

Amount: \$1,630,500.00

Description: Renovations to Jonesboro Recreation Center - Phase II  
*(Name and location)*

**BOND**

Date:

*(Not earlier than Construction Contract Date)*

Amount: \$1,630,500.00


Modifications to this Bond:  None  See Section 18


**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*  
Wagner General Contractors, Inc.

**SURETY**

Company: *(Corporate Seal)*  
Travelers Casualty and Surety Company of America

Signature:   
Name: Shelton Allen Wagner, Jr.  
and Title: President  
*(Any additional signatures appear on the last page of this Payment Bond.)*

Signature:   
Name: Joseph Madden III  
and Title: Attorney-in-Fact

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

HUB International Mid-South  
PO Box 381708  
Memphis, TN 38183-1708

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*  
Brackett-Krennerich & Associates, P.A.  
100 East Huntington Ave., Suite D  
Jonesboro, AR 72401

§ 1 The Contractor and 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, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 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 Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

**§ 10** 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 the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

**§ 11** 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.

**§ 12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, 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.

**§ 13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

**§ 14** 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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

#### **§ 16 Definitions**

**§ 16.1 Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**§ 16.2 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 Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the 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.

**§ 16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 18** Modifications to this bond are as follows:

*(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 \_\_\_\_\_

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**


**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Joseph Madden III** of **MEMPHIS Tennessee**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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 their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

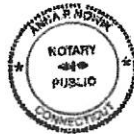
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

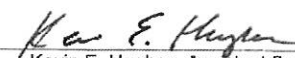
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and 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 on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**