

IN THE VAN BUREN COUNTY COURT

ORDER

Court Order # 2023-43

BOOK HH
PAGE 100
Recorded in:
COUNTY COURT Book
02/28/2023 08:01 AM
PAM BRADFORD
County Clerk
VAN BUREN County, AR

NOW, on this 24th day of February 2023, comes before the Court, the matter of accepting the following bid for Renovations to the 911 backup facility.

Closed bids were taken after being published in the newspaper.
Bids were opened on September 29th, 2022, at Noon.
Three bids were submitted:

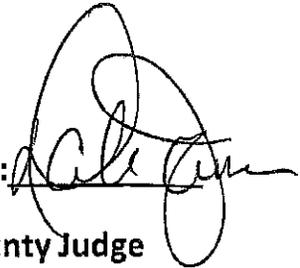
1. Alessi Keyes Construction
2. Bell Construction Company, Inc.
3. Cornerstone Construction of Russellville, Inc.

Cornerstone Construction of Russellville, Inc. (see attached) was the winning bid.

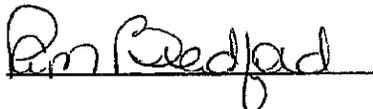
IT IS THEREFORE, CONSIDERED, ORDERED AND ADJUDGED the bid from

Cornerstone Construction of Russellville, Inc. be accepted.

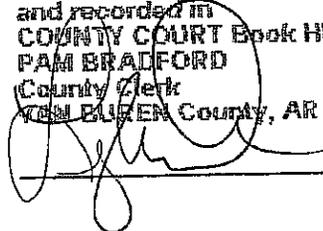
Date: February 24th, 2023

Approved: 
Dale James, County Judge

(SEAL)

ATTEST BY: 
Pam Bradford, County Clerk

I certify that this instrument was
filed on 02/28/2023 08:01 AM
and recorded in
COUNTY COURT Book HH
PAM BRADFORD
County Clerk
VAN BUREN County, AR

 D.C.

BID PROPOSAL FORM

RENOVATIONS FOR THE 911 BACK UP FACILITY
VAN BUREN COUNTY
1414 HIGHWAY 65 SOUTH
CLINTON, ARKANSAS

Proposal of: Cornerstone Construction Of Russellville, Inc.
(hereinafter called "Bidder")

To: VAN BUREN COUNTY

The undersigned, having received and examined the specifications for the above referenced project, and the drawings listed therein, proposes to furnish all labor, materials, equipment, supervision, and all associated items required for all work, as required by, and in strict accordance with, the above named Contract Documents for the following sum:

A. BASE PROPOSAL

Bidder agrees to perform all the work necessary to complete the project as described in the Specifications and indicated on the drawings for the sum of:

Six hundred seven thousand three hundred twenty - six & 00/100 (\$ 607,326.00)
(Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

B. ADDENDA

The Undersigned acknowledges receipt of and inclusion as a part of the Contract Documents the following addenda:

No. Addendum 1, Dated September 16, 2022
No. Addendum 2, Dated September 26, 2022
No. _____, Dated _____
No. _____, Dated _____

C. If written notice of the acceptance of this proposal is mailed, telegraphed, or delivered to the undersigned within 60 days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the

prescribed form and furnish the required bond as required by the "General Conditions," and certificates of insurance within ten (10) days after the contract is presented to him for signature. The bid security attached in the sum of five (5%) percent of the Base Proposal is to become the property of the Owner in the event that the Contract and Bond are not executed within the time set forth, as damages for the delay and additional expense to the Owner caused thereby.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any or all bids and to waive any informalities and to accept the proposal (s) which serves the best interest of the Owner. No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of the Owner.

D. TIME OF COMMENCEMENT

I (we) agree to commence work ten (10) calendar days after receipt of written Notice to Proceed, to complete the work as described in the Contract Documents, and:

1. To accept provisions of the "Instructions to Bidders".
2. To accomplish the work in strict accordance with the Contract Documents, of which this proposal is made a part.

E. CONSTRUCTION PERIOD

The Work shall be fully completed within One Hundred Eighty (180) calendar days as described in the Contract Documents.

Respectfully Submitted:

Cornerstone Construction Of Russellville, Inc.
Name of Bidder (Typed or Printed)

Mailing: PO Box 10268 Russellville, AR 72812
Physical: 4610 SR 124, Russellville, AR 72802
Address

Rebecca Davis Rebecca Davis - President
Authorized Signature and Title

0208640523

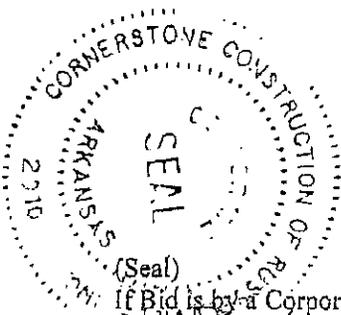
Contractor's License Number

479-967-2181

Telephone Number

September 29, 2022

Date of Bid



(Seal)
If Bid is by a Corporation
Date: Sept 29, 2022



Bid Bond

CONTRACTOR:

(Name, legal status and address)

Cornerstone Construction of Russellville, Inc.
P. O. Box 10268
Russellville, AR 72812

SURETY:

(Name, legal status and principal place of business)

Merchants National Bonding, Inc.
6700 Westown Pkwy.
West Des Moines, IA 50266

OWNER:

(Name, legal status and address)

Van Buren County
273 Main Street
Clinton, AR 72031

BOND AMOUNT: \$ Five Percent of Bid Amount---(5%)

PROJECT:

(Name, location or address, and Project number, if any)

Renovations for 911 Back Up Facility Van Buren Co., 1414 Hwy 65 South, Clinton, AR

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, 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

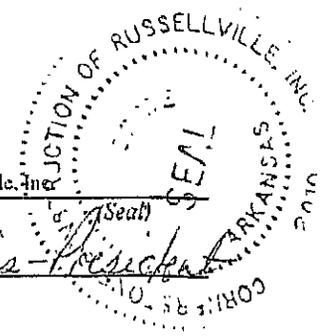
ADDITIONS AND DELETIONS:

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.

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

Signed and sealed this 29th day of September, 2022

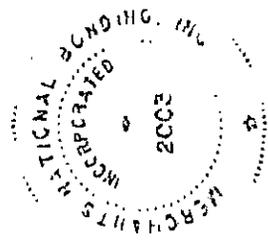


Cornerstone Construction of Russellville, Inc.
(Contractor as Principal)

Rebecca Davis
(Title) President (Seal)

Merchants National Bonding, Inc. (Seal)

Pamela K Hays
(Title) Pamela K. Hays, Attorney-in-Fact



Brianna Vire
(Witness)

Will H. Huff
(Witness)

MERCHANTS
BONDING COMPANY,™
POWER OF ATTORNEY

BOOK HH
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Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Cynthia L Trickey; James R Ramsay; Nick W Peters; Pamela K Hays; William H Griffin

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2016 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.

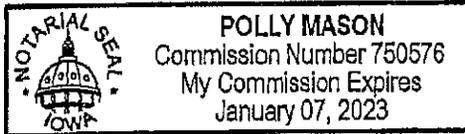


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seats of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 29th day of September, 2022.



William Warner, Jr.
Secretary