

RESOLUTION NO. 2025-9-1217

CITY OF TONTITOWN, WASHINGTON COUNTY, ARKANSAS

**A RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE LOW BID  
SUBMITTED BY APAC-CENTRAL, INC. FOR THE 2025 PAVEMENT  
MAINTENANCE PROJECT IN THE CITY OF TONTITOWN, ARKANSAS.**

**WHEREAS**, as required by law, the City of Tontitown sought out contractors for the above described project and one proposal was received during the competitive bidding process; and

**WHEREAS**, the only proposal, attached hereto as Exhibit "A", was received from APAC-Central, Inc. in the amount of \$481,778.35, and the engineer for the project has recommended that this bid be accepted; and

**WHEREAS**, the City Council has reviewed the quote provided by APAC-Central, Inc. and desires to remove the major and minor pothole repairs from the scope of services, which will decrease the total contract price by approximately \$86,000.00; and

**WHEREAS**, the City Council finds that the Contractor is experienced and qualified to perform the scope of work included in the project; and

**WHEREAS**, the City Council has determined that it is in the best interest and benefit of the community to authorize the Mayor to accept the low bid submitted by APAC-Central, Inc. to perform the work described in the attached Exhibit "A", excluding the major and minor pothole repairs, resulting in a total contract price of approximately \$395,778.35 for the 2025 Pavement Maintenance Project, and to authorize the Mayor to negotiate and execute a contract with APAC-Central, Inc. for the same.


**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Johnson, Arkansas:

**Section 1.** The City Council of Tontitown hereby authorizes the Mayor to accept the low bid submitted by APAC-Central, Inc. to perform the work described in the attached Exhibit "A", excluding the major and minor pothole repairs, resulting in a total contract price of approximately \$395,778.35 for the 2025 Pavement Maintenance Project and the Mayor is hereby authorized to execute a contract with APAC-Central, Inc. for the same.

**Section 2.** The Mayor and her designee are hereby authorized to take all such action as necessary in connection therewith.

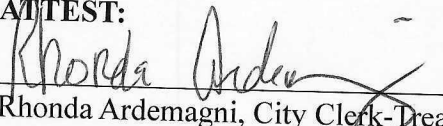
**PASSED AND APPROVED** on this 14 day of September 2025

**APPROVED:**

  
Angela Russell, Mayor



**ATTEST:**

  
Rhonda Ardemagni, City Clerk-Treasurer  
(SEAL)





**BID**

- (A) PROJECT IDENTIFICATION: 2025 Pavement Maintenance
- (B) CTA JOB # 24100800
- (C) THIS BID IS SUBMITTED TO: City of Tontitown

1. The undersigned **BIDDER** proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. **BIDDER** accepts all of the terms and conditions of the instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for forty-five (45) days after the days of the Bid opening. **BIDDER** will sign the Agreement with the Bonds and other documents required by the Contract Documents within fifteen (15) days after the date of Owner's Notice of Award.
3. In submitting this Bid, **BIDDER** represents, as more fully set forth in the Agreement, that:
- (a) **BIDDER** has examined copies of all the Contract Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE	NUMBER
<u>8/25/2025</u>	<u>#1</u>
<u>8/26/2025</u>	<u>#2</u>
<u>                    </u>	<u>                    </u>



- (b) **BIDDER** has familiarized himself with the nature and extent of the Contract Documents, Work, site locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (c) **BIDDER** has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and accepts any determination set forth in the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which **BIDDER** is entitled to rely.
- (d) **BIDDER** has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as **BIDDER** considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by **BIDDER** for such purposes.
- (e) **BIDDER** has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities and/or will be required by **BIDDER** in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.04 of the General Conditions.



- (f) **BIDDER** has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (g) **BIDDER** has given **ENGINEER** written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the Written resolution thereof by **ENGINEER** is acceptable to **BIDDER**.
- (h) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; **BIDDER** has not directly or indirectly induced or solicited any other **BIDDER** to submit a false or sham Bid; **BIDDER** has not solicited or induced any person, firm, or corporation to refrain from bidding; and **BIDDER** has not sought by collusion to obtain for itself any advantage over any other **BIDDER** or the **OWNER**.
- (i) The Base Bid shall include all the work called for on the Plans and in the Specifications.

4. Bidder will complete the work for the following prices:

**BID SCHEDULE**

<b><u>Item No.</u></b>	<b><u>Item Description</u></b>	<b><u>Estimated Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Unit Bid Price</u></b>	<b><u>Total Bid Amount</u></b>
1.0	Light Duty Overlay	740	S.Y.	\$15.50	\$11,470.00
<u>FIFTEEN DOLLARS AND FIFTY CENTS</u>					
UNIT BID PRICE WRITTEN IN WORDS					
<u>ELEVEN THOUSAND FOUR HUNDRED SEVENTY DOLLARS AND ZERO CENTS</u>					
TOTAL BID PRICE WRITTEN IN WORDS					
2.0	2" ACHM Overlay (12.5 mm - PG70-22)	9,066	S.Y.	\$18.50	\$167,721.00
<u>EIGHTEEN DOLLARS AND FIFTY CENTS</u>					
UNIT BID PRICE WRITTEN IN WORDS					
<u>ONE HUNDRED SIXTY-SEVEN THOUSAND SEVEN HUNDRED TWENTY-ONE DOLLARS AND ZERO CENTS</u>					
TOTAL BID PRICE WRITTEN IN WORDS					
3.0	Crack Seal/Rejuvenating Fog Seal	62,439	S.Y.	\$1.65	\$103,024.35
<u>ONE DOLLAR AND SIXTY-FIVE CENTS</u>					
UNIT BID PRICE WRITTEN IN WORDS					
<u>ONE HUNDRED THREE THOUSAND TWENTY-FOUR DOLLARS AND THIRTY-FIVE CENT</u>					
TOTAL BID PRICE WRITTEN IN WORDS					
4.0	Leveling & Chip Seal (PG70-22)	2,998	S.Y.	\$18.50	\$55,463.00
<u>EIGHTEEN DOLLARS AND FIFTY CENTS</u>					
UNIT BID PRICE WRITTEN IN WORDS					
<u>FIFTY-FIVE THOUSAND FOUR HUNDRED SIXTY-THREE DOLLARS AND ZERO CENTS</u>					
TOTAL BID PRICE WRITTEN IN WORDS					
5.0	Minor Pothole Repair	100	S.Y.	\$375.00	\$37,500.00
<u>THREE HUNDRED SEVENTY-FIVE DOLLARS AND ZERO CENTS</u>					
UNIT BID PRICE WRITTEN IN WORDS					
<u>THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS</u>					
TOTAL BID PRICE WRITTEN IN WORDS					
6.0	Major Pothole Repair	100	S.Y.	\$485.00	\$48,500.00
<u>FOUR HUNDRED EIGHTY-FIVE DOLLARS AND ZERO CENTS</u>					
UNIT BID PRICE WRITTEN IN WORDS					
<u>FORTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS</u>					
TOTAL BID PRICE WRITTEN IN WORDS					

**BID SCHEDULE**

<b><u>Item No.</u></b>	<b><u>Item Description</u></b>	<b><u>Estimated Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Unit Bid Price</u></b>	<b><u>Total Bid Amount</u></b>
7.0	4" White Stripe	25,900	L.F.	\$0.30	\$7,770.00
<u>ZERO DOLLARS AND THIRTY CENTS</u>					
UNIT BID PRICE WRITTEN IN WORDS					
<u>SEVEN THOUSAND SEVEN HUNDRED SEVENTY DOLLARS AND ZERO CENTS</u>					
TOTAL BID PRICE WRITTEN IN WORDS					
8.0	4" Yellow Stripe	31,100	L.F.	\$0.30	\$9,330.00
<u>ZERO DOLLARS AND THIRTY CENTS</u>					
UNIT BID PRICE WRITTEN IN WORDS					
<u>NINE THOUSAND THREE HUNDRED THIRTY DOLLARS AND ZERO CENTS</u>					
TOTAL BID PRICE WRITTEN IN WORDS					
9.0	Traffic Control	1	L.S.	\$25,500.00	\$25,500.00
<u>TWENTY-FIVE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS</u>					
UNIT BID PRICE WRITTEN IN WORDS					
<u>TWENTY-FIVE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS</u>					
TOTAL BID PRICE WRITTEN IN WORDS					
10.0	Mobilization	1	L.S.	\$15,500.00	\$15,500.00
<u>FIFTEEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS</u>					
UNIT BID PRICE WRITTEN IN WORDS					
<u>FIFTEEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS</u>					
TOTAL BID PRICE WRITTEN IN WORDS					



TOTAL CONTRACT PRICE

FOUR HUNDRED EIGHTY-ONE THOUSAND SEVEN HUNDRED SEVENTY-EIGHT DOLLARS AND THIRTY-FIVE CENT

(USE WORDS)

\$481,778.35

(USE FIGURES)

5. **BIDDER** agrees that the Work will be substantially completed within 45 calendar days after the date when the Contract Time commences to run, as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment within 60 calendar days after the date Contract Time commences to run, as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment

**BIDDER** accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

6. The following documents are attached to and make a condition of this Bid:

- (a) ☒ Bid Schedule
- (b) ☒ Required Bid Security in the form of:  
5% Bid Bond, 5% Cashier's Check.
- (c) ☒ A Tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.
- (d) ☒ Required Bidder Qualification Statement with supporting data, if specified.
- (e) ☒ Business Relationship Affidavit.
- (f) ☒ Noncollusion Affidavit.

7. Communications concerning this Bid shall be addressed to:

APAC-Central, Inc. - Grant Ferguson

BIDDER'S NAME

755 E Millsap Rd, Fayetteville, AR 72703

BIDDER'S ADDRESS

479-263-9860

BIDDER'S PHONE NUMBER

8. The terms used in this Bid, which are defined in the General Conditions of the Construction Contract Included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED ON August 28th, 2025.

**AN INDIVIDUAL**

\_\_\_\_\_  
(Individual's Signature)

BY \_\_\_\_\_ (Seal)  
(Individual's Name Typed)

doing business as \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_

**A PARTNERSHIP**

BY \_\_\_\_\_ (Seal)  
(Firm Name)

\_\_\_\_\_  
(General Partner's Signature)

\_\_\_\_\_  
(General Partner's Name Typed)

Business address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_

**A CORPORATION**

BY \_\_\_\_\_ APAC-Central, Inc.  
(Corporation Name)

\_\_\_\_\_  
Delaware  
(State of Incorporation)

BY \_\_\_\_\_  
(Signature of Person Authorized to Sign)

\_\_\_\_\_  
Doug Luetjen  
(Typed Name of Person Authorized to Sign)

\_\_\_\_\_  
Operations Manager of Estimating & Construction  
(Title)



\_\_\_\_\_  
(Secretary)

Business Address:

755 E Millsap Rd

Fayetteville, AR 72703

Phone No.: 479-587-3300

**A JOINT VENTURE**

BY \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Address)

BY \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Address)



## SUBCONTRACTOR DISCLOSURE

*Cheryl J. Lundy* APAC-Contract, Inc.

Pursuant to Arkansas State Law, subcontractors who submit proposals in excess of \$50,000.00 must have a valid, current Arkansas State Contractor's License.

- a. As a condition to performing construction work for and in the State of Arkansas, all prime contractors shall use no other subcontractors when the subcontractors' portion of the project is Fifty Thousand Dollars (\$50,000.00) or more, except those licensed by the Contractors Licensing Board and qualified in:
  1. Mechanical, indicative of heating, air-conditioning, ventilation, and refrigeration;
  2. Plumbing;
  3. Electrical, indicative of wiring and illuminating fixtures; and
- b. In the event the prime contractor is qualified and licensed by the Contractors Licensing Board, he may use his own forces to perform those tasks listed in this section as subcontractors in one (1) or more of the trades listed.
- c. The prime contractor shall place the names of each subcontractor in a blank space to be provided below. It shall be mandatory that the a) mechanical, b) plumbing, and c) electrical subcontractors named herein by the prime contractor awarded a contract under the provision of this act be given contracts by the prime contractor in keeping with their proposals to perform the items for which they were named. **If the prime contractor is performing the work for the trade listed, they must list their own company in the space provided.**

Proposer shall submit the name of any subcontractors proposed, and the subcontractor's State Contractor's License Number (if applicable).

Subcontractor Name	Subcontractor State Contractor's License (if applicable)	Work to be Performed	Answer Y/N Subcontractor's portion exceeds \$50,000.00.
Time Striping, Inc.	0017280626	Striping	NO
Emery Sapp & Sons, Inc.	0017280626	Crack/Fog Seal	YES

## Bidder Qualifications

### General Information:

Company Bidding:	APAC-Central, Inc.	Contact Person (Name):	Grant Ferguson
Contact Person (Phone):	479-263-9860	Contact Person (Email):	Grant.Ferguson@apac.com
Company Address:	755 E Millsap Rd, Fayetteville, AR 72703		

### Primary Business Activity Description:

Materials production & Heavy Highway Construction
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Bidder possesses a (check if applicable and include additional information below):

☒ Arkansas Contractors License ☐ Other (List all applicable)


Arkansas Contractors License Number: 0011840426 Expiration Date: 4/30/2026

### Average Number of Employees Per Year – Last 3 Years:

Year: 2024	Year: 2023	Year: 2022
# of Employees: <u>460</u>	# of Employees: <u>460</u>	# of Employees: <u>460</u>

### Annual Dollar Volume Per Year – Last 3 Years:

Year: 2024	Year: 2023	Year: 2022
\$ <u>\$50,000,000+</u>	\$ <u>\$50,000,000+</u>	\$ <u>\$50,000,000+</u>

### Largest Contract Currently in Progress:

Title/Description: ARDOT - Hwy 62 Interchange Improvements

Customer/Owner: ARDOT

Contact Name: Bashar Qedan Phone: 479-251-9266 Email: Bashar.Qedan@ardot.gov

Dollar Value of Contract: \$ \$66,000,000.00

Scheduled Completion: May 2028

### Current Major Contracts in Progress:

1.

Project Description:	Mill & Overlay		
Project Title:	ARDOT - Hwy 71 Winslow	Size (Dollar Value):	\$6,000,000.00
Customer Contact (Name):	Danny Harris	Phone Number:	479-452-1301
Customer Email:	Danny.Harris@ardot.gov	Estimated Completion Date:	August 2024



2.

Project Description:	Mill & Overlay		
Project Title:	ARDOT - Hwy 71 West Fork	Size (Dollar Value):	\$5,000,000.00
Customer Contact (Name):	Bashar Qedan	Phone Number:	479-251-9266
Customer Email:	Bashar.Qedan@ardot.gov	Estimated Completion Date:	September 2024

3.

Project Description:	Mill & Overlay		
Project Title:	ARDOT - Co Rd 28	Size (Dollar Value):	\$1,000,000.00
Customer Contact (Name):	Bashar Qedan	Phone Number:	479-251-9266
Customer Email:	Bashar.Qedan@ardot.gov	Estimated Completion Date:	September 2024

**Prior Similar Experience References:**

Bidders shall use the spaces below to provide at least three references for whom the Bidder has completed the same or similar Scope of Work for, as stated in the Bidding Documents, within the last five years.

1.

Customer/Location:	City of Bentonville	Size (Dollar Value):	\$1,800,000.00
Type of Work:	Mill & Overlay		
Customer Contact (Name):	Daniel Clardy	Phone Number:	479-381-8400
Completion Date:	July 2024		
Description of Work			
Mill & Overlay J St & Walton Blvd			

2.

Customer/Location:	City of Bentonville	Size (Dollar Value):	\$330,000.00
Type of Work:	Mill & Overlay		
Customer Contact (Name):	Daniel Clardy	Phone Number:	479-381-8400
Completion Date:	November 2023		
Description of Work			
Mill & Overlay Various City of Bentonville Streets			

3.

Customer/Location:	City of Springdale	Size (Dollar Value):	\$2,000,000.00
Type of Work:	Mill & Overlay		
Customer Contact (Name):	James Smith	Phone Number:	479-750-2002
Completion Date:	July 2024		
Description of Work			
Mill & Overlay Various City of Springdale Streets			



**BUSINESS RELATIONSHIPS AFFIDAVIT**

STATE OF ARKANSAS )  
COUNTY OF Washington )

Doug Luetjen, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

N/A

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

N/A

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

N/A

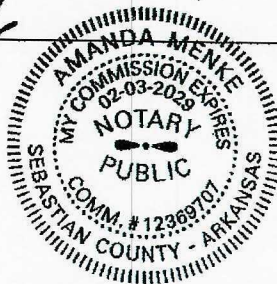
(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

Doug Luetjen NONE  
SUBSCRIBED AND SWORN to before me this 28 day of Aug, 2025

My Commission Expires:

2/3/29

Notary Public



**NONCOLLUSION AFFIDAVIT**

STATE OF ARKANSAS )

) ss.  
COUNTY OF Washington )

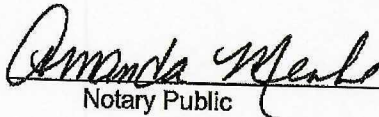
Doug Luetjen 

, of lawful age, being first duly sworn, on oath says that

(s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of completion by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

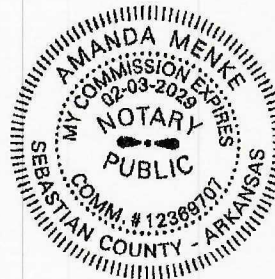
APAC-Central, Inc.

SUBSCRIBED AND SWORN to before me this 28 day of Aug, 2025.

  
Notary Public

My Commission Expires:

2/3/29





# Document A310™ - 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 08252025

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

APAC-Central, Inc.

755 E. Millsap Road

Fayetteville, AR 72703

### OWNER:

(Name, legal status and address)

City of Tontitown

235 E Henri De Tonti Blvd

Tontitown, AR 72770

### SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland

1299 Zurich Way

Schaumburg, IL 60196-1056

State of Inc: Illinois

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.

**BOND AMOUNT:** 5%

### PROJECT:

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

2025 Pavement Maintenance

Tontitown, AR

CTA JOB #24100800

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. Where 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.

Signed and sealed this 28 day of August, 2025

*Larry Wells*  
(Witness)

*[Signature]*  
(Witness)

(Principal)

(Title)

(Surety)

(Title)

APAC-Central, Inc.

Fidelity and Deposit Company of Maryland

Doug Luetjen, Attorney-In-Fact





**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**


KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Brandon Lefevre, Murry Cline, Michael Dugan, Kristopher McClanahan, Michael Eshleman, Doug Luetjen, James Hawkins, Joshua Davis and Doug Fronick, all of Fayetteville, Arkansas, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: Any and all bid bonds issued on behalf of **APAC - Central, Inc. of Fayetteville, Arkansas** each in a penalty not to exceed the sum of \$1,000,000, any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

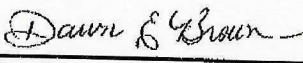
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 3rd day of January, A.D. 2023.



**ATTEST:**  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

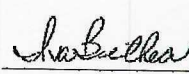

  
By: **Robert D. Murray**  
Vice President

  
By: **Dawn E. Brown**  
Secretary

**State of Maryland  
County of Baltimore**

On this 3rd day of January, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

  
  
Iva Bethea  
Notary Public  
My Commission Expires September 30, 2023

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790



## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 28th day of AUGUST, 2025



*MJ Pethick*

By: Mary Jean Pethick  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:  
[reports@zurichna.com](mailto:reports@zurichna.com)

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790