

## Exhibit A

**An agreement between the City of Holiday Island, Ar. (the City) and the Holiday Island Suburban Improvement District (HISID) for HISID to provide maintenance plus snow removal and ice mitigation for City streets and ditches.**

The following applies to streets that have been accepted by ordinance as City of Holiday Island streets.

### **Snow removal:**

Snow removal, sanding and salting will be done in accordance with priorities set on the Holiday Island Road and Street Map as posted under Planning Commission @ [www.cityofholidayisland.com](http://www.cityofholidayisland.com).

### **Storm damage recovery:**

Storm damage recovery will consist of removal of debris from the city streets, removal of any downed or leaning trees in the street right of way, repair or replacement of damaged culverts, repair of damaged street signs and repair of the street surface. When damage is considered by both parties to be in excess of normal, the materials, equipment time and labor can be billed to the City separate from this agreement.

### **Street and ditch repair:**

Upon request, HISID will repair potholes using cold patch. Street shoulders will be maintained such that build up of vegetation, debris, or soil is not encroaching on the paved surface and/or impeding the run off of rain water. If erosion of ditch banks is jeopardizing the integrity of the street, the City and HISID will jointly develop a mitigation plan. Execution of the plan will be billed to the city separate from this agreement.

### **Mowing and vegetation control:**

Ditches and street rights of way will be mowed a minimum of twice annually. Fire hydrants are to be easily visible and unobstructed by vegetation. A minimum of an 18 inch clear zone will be maintained in accordance with the American Association of State Highway and Transportation Officials' (AASHTO) Roadside Design Guide of 2006.

Tree limbs and brush are to be trimmed back to maintain a 13 ft. clearance over the roadway. Brush is to be trimmed back to prevent impeding driver vision at intersections.

Resolution 2022-008

**Driveway entrances and culvert maintenance:**

Culverts providing access to private property are the responsibility of the property owner. Size and location of culverts are to be approved by the HISID Road Department per the Holiday Island Building Code.

**Street cuts:**

Street cuts must be repaired to the standard of the street in which the cut was made.

Example: If a street cut is made in an asphalt street, the repair must include a minimum of 2 inches of asphalt applied over a properly compacted base and milled if necessary to provide for a smooth transition from the original street surface over the repair.

The HISID Roads Department will either execute the repair or inspect the work done by others in order to assure the adequacy of the repair. The entity making the cut will be responsible for the cost of making the repair.

**Signage:**

Maintenance of street and traffic signs will be included in the general street maintenance agreement. An annual review will be made on the condition of all signage and a recommendation made in conjunction with the annual resurfacing program. Repair and replacement of street signage must be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).

**Payment:**

The City agrees to pay HISID a percentage of the HISID Road Department budget (excluding CAPEX) equal to the City's percentage of the total miles of street/road in Holiday Island prorated to reflect the effectivity date.

Assumption on city streets/roads	Miles
Hawk Drive	1.57
Hawk Lane	0.05
Stateline Drive (2022 section)	<u>2.57</u>
Total city streets/roads	4.19
Total all streets/roads	71
Percentage city	5.9%

2022 HISID Road Department Budget \$418,199.

2022 full year percentage \$24,673

Effective date 7-1-2022

Resolution 2022-008

2022 prorated amount of \$12,337 to be paid by 12-31-2022.

The City will revise and renew this agreement by resolution each year in December, following the HISID annual budgeting process and before the City finalizes its forthcoming annual budget. HISID agrees to post all City receipts in a uniquely identified Road Department account to ensure transparency and accountability.

City expenses for streets outside the terms of this agreement shall be pre-approved by Resolution of the City Council.

Signed on this date of 6-27-2022



---

Dan Kees, Mayor Holiday Island



---

Danny Presley, HISID District Manager

June 24, 2022

Mr. Danny Presley, District Manager  
Holiday Island Suburban Improvement District No. 1  
110 Woodsdale Drive  
Holiday Island, Arkansas 72631

RE: Certified Bid Tab  
Road Resurfacing (2022)  
Holiday Island Suburban Improvement District No. 1  
Holiday Island, Arkansas  
WO# 22940

Dear Mr. Presley:

Enclosed, please find a certified copy of the bids received on June 23, 2022 for the Road Resurfacing (2022) project. There was one (1) bid submitted with the low bidder being Emery Sapp & Sons, Inc. with a total base bid of \$246,522.25.

It is our recommendation that a Notice of Award be executed and construction begins as soon as practical. It should be noted that, per the Contract requirements, this bid is good for a period of sixty (60) days. Therefore, this Contract must be awarded no later than August 22, 2022.

Please do not hesitate to contact our office if you have any questions or require additional information.

Sincerely,



Jeffrey K. Dehnhardt, P.E.  
Director of Water & Wastewater Engineering

Cc: Mr. Kenny DeHart, Roads Superintendent, HISID

Enclosure (Bid Tabulation)



**TABULATION OF BIDS**

**PROJECT:** Road Resurfacing (2022)

**OWNER:** Holiday Island Suburban Improvement District No. 1

Bids Opened: June 23, 2022

Engineering Services, Inc.  
Springdale, Arkansas

Item	Description	Bid Quantity	Unit	Emery Sapp & Sons, Inc.		Total
				Unit Price	Unit Price	
1	Double Pass Chip and Seal Surface Treatment (3/8" Max. Aggregate Size) - Sunrise Avenue	1	L.S.	\$ 89,590.50	\$	89,590.50
2	Double Pass Chip and Seal Surface Treatment (3/8" Max. Aggregate Size) - Mercury Lane	1	L.S.	\$ 63,360.00	\$	63,360.00
3	Double Pass Chip and Seal Surface Treatment (3/8" Max. Aggregate Size) - Quail Run Lane	1	L.S.	\$ 14,805.00	\$	14,805.00
4	Double Pass Chip and Seal Surface Treatment (3/8" Max. Aggregate Size) - Quail Run Drive	1	L.S.	\$ 29,140.00	\$	29,140.00
5	Double Pass Chip and Seal Surface Treatment (3/8" Max. Aggregate Size) - Appaloosa Drive	1	L.S.	\$ 43,326.75	\$	43,326.75
6	One-Year Maintenance Bond	1	L.S.	\$ 1,800.00	\$	1,800.00
7	Traffic Control and Maintenance	1	L.S.	\$ 4,500.00	\$	4,500.00
						\$ 246,522.25
						\$ -
						\$ -

I hereby certify that this is a true and correct copy of the Bids received on June 23, 2022.



6/24/2022



Jeffrey K. Dehnhardt, P.E.

**CONTRACTOR'S PROPOSAL FOR UNIT PRICE CONTRACT**

LOCATION: Holiday Island Suburban Improvement District No. 1  
110 Woodsdale Drive  
Holiday Island, Arkansas 72631

DATE: June 23, 2022

TIME: 2:00 p.m.

Proposal of Emery Sapp & Sons, Inc.

---

(hereinafter called "Bidder") a corporation, organized and existing under the laws of the State of Missouri, a partnership, or an individual doing business as CORPORATION

\*

---

(\* insert corporation, partnership or individual as applicable)

To the Holiday Island Suburban Improvement District No. 1

(hereinafter called the Owner").

All:

The Bidder, in compliance with your invitation for bids for construction of Road Resurfacing, having examined the plans (MAP OF EACH STREET WITH DESCRIPTION OF THE WORK TO BE PERFORMED) and specifications with related documents including all addenda and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.



**SCHEDULE OF BIDS  
ROAD RESURFACING (2022)  
HOLIDAY ISLAND SUBURBAN IMPROVEMENT DISTRICT NO. 1**

Note: Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

Item No.	Spec. Sect.	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
----------	-------------	------------------	------	------------------	------------	--------------

**BASE BID SUMMARY**

TOTAL AMOUNT BID PAGE II-2 \_\_\_\_\_ \$ 246,522.25

TOTAL AMOUNT BASE BID \_\_\_\_\_ \$ 246,522.25



\* The unit prices and total price must be specified in both words and figures, e.g., \$100.00, one hundred dollars. In case of discrepancy, the amount shown in words will govern.

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the complete project. Quantities shown are for bidding purposes only. Payment will be made based on actual quantities installed.

The bidder hereby agrees to commence work under this contract within 10 days after receiving a Notice to Proceed from the Grantee and to fully complete the project within **forty-five (45)** consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of **\$500** for each consecutive calendar day thereafter.

The bidder acknowledges receipt of the following addendum(s):

NONE

---

---

---

The bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the bid opening.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or bonds as required by the General Conditions. The bid security attached in the sum of \$ 5% is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By: 

*(Signature)*

*(Seal - if bid is by a corporation)*

**Estimator/ Project Manager**

*(Title)*

**1007 Main Street Cassville, MO 65625**

*(Business Address and Zip Code)*

**6-23-22**

*(Date)*



**BID BOND**

Conforms with The American Institute of Architects,  
A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Emery Sapp & Sons, Inc.

1007 Main Street, Cassville, MO 65625

\_\_\_\_\_ as Principal, hereinafter called  
the Principal, and Liberty Mutual Insurance Company, of Boston, MA,  
a corporation duly organized under the laws of the State of MA, as Surety, hereinafter called the Surety, are held and  
firmly bound unto Holiday Island Suburban Improvement District No. 1, 110 Woodsdale Drive, Holiday Island, AR  
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 Road Resurfacing (2022)

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 June, 2022

Emery Sapp & Sons, Inc. (Seal)  
Principal

Deanna M. Smith  
Witness

{ [Signature] P.M.  
Title

[Signature]  
Witness

Liberty Mutual Insurance Company  
By [Signature]  
Allison Madrid, Attorney-in-Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8198110

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kris Copra, Louis A. Landwehr, Allison Madrid, Darla A. Veltrap

all of the city of Jefferson City state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of December, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of December, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of June, 2022.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.