

REQUEST FOR PROPOSAL

City of Jonesboro
Purchasing Agent
PO Box 1845
Jonesboro, AR 72403

RFP No: 2004:59
Project Name: University Lions Park
Closing Date: 09-29-05
Closing Time: 2:00 PM CST
Budget: \$45,000

1

This Request for Proposal is part of a competitive procurement process which will facilitate a fair opportunity for qualified firms to offer their plans and services for consideration. This process of competitive negotiation being used should not be confused with competitive sealed bidding where goods and services can be precisely described and price is generally the determination factor. The competitive Request for Proposal provides the City flexibility to negotiate with firms to arrive at a mutually agreeable relationship, where price alone is not the determination factor, however, price will still be a factor.

Organization of Request for Proposal

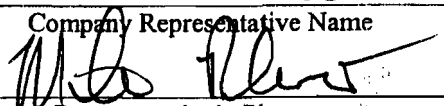
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Authorized Agent Bidding on this RFP:

PACHECO EQUIPMENT, Inc.
Company Name

MIKE PACHECO
Company Representative Name


Representative's Signature

11324 ARCADE Dr, Ste. 3 mpacheco@sbcglobal.net
Address Email Address

LITTLE Rock, AR 72212
City State Zip

501 225 1218 501 225 1462
Telephone Number Fax Number

20 - 1083983
Federal Employer Identification Number

9/29/2004
Date

2 (RFP05030401)

1. Purpose: The City of Jonesboro Parks & Recreation Department is seeking proposals to furnish and install age appropriate playground equipment for children of all skill levels and abilities at University Lions Park. This is a neighborhood park on flat ground, situated in a residential area.
2. Award:
 - 2.1 The City reserves the right to award this contract, not necessarily to the firm with the lowest cost, but to the firm that best meets the needs of the City.
 - 2.2 Upon submission of the responses to this RFP, the City will evaluate and score the responses of the firms. The City may conduct interviews with the finalists. The final evaluation and selection of a contractor will be made by the City and submitted to the selection committee for approval.
3. RFP Documents: One (1) original and two (2) unbound copies of proposals should be mailed or hand delivered no later than the closing date and time, to the following location:

Purchasing Agent
City Of Jonesboro
PO Box 1845
Jonesboro, AR 72403
Phone (870) 932-0740
Physical Address: 515 W. Washington Ave.
Please notate #2004:59 on outside of vendor's envelope!
4. RFP Organization/Submittal:
 - 4.1 All proposals must be in the office of the Purchasing Agent before the final closing date and time as shown on this RFP, and then at said office RFPs will be publicly opened and read aloud. All bidders are invited to attend.
 - 4.2 Mailed in proposals or hand delivered proposals are to be received in sealed envelopes with the name of the Proposer, Company, RFP number, project name, and closing date plainly stated on the face of the envelope. When submitting more than one (1) proposal, they should be in separate envelopes. All costs associated with responding to this RFP shall be borne by the Proposer.
 - 4.3 Proposals shall be in original and hard copy. Facsimile proposals will not be accepted. Initial any and all corrections using pen and ink.
 - 4.4 Proposals shall be straightforward, providing a concise description of the proposer's ability to meet the requirements of this RFP. Emphasis should be on completeness and clarity of content.
 - 4.5 Failure to provide required data to allow for evaluation of proposal may be grounds for rejecting the RFP.
 - 4.6 Inquiries should be submitted in writing or fax to:

City of Jonesboro
Attn: Steve Kent
515 W. Washington
Jonesboro, AR 72401
Fax (870) 932-0740
5. Insurance and Other Required Documents:
 - 5.1 Permits: The contractor will inform the Parks Department of all required permits, which the department will obtain at no costs to the contractor.
 - 5.2 Insurance: Documentation that all playground equipment provided is covered by liability insurance and the amounts.
 - 5.3 Provide documentation on the qualifications of installation supervisor.
 - 5.4 Bid security in the form of a Bid Bond, Cashier's Check, or Certified Check, in an amount of five percent (5%) of the total whole bid submitted, made payable to the City of Jonesboro, Arkansas must accompany each Bid as a guarantee that, if awarded the contract, the bidder will promptly enter into a contract and execute said bonds as may be required.
 - 5.5 Upon acceptance of a contractor, said contractor will provide the City with a Performance Bond equal to the cost of the project.
 - 5.6 Bidders shall be licensed under the terms of the Arkansas State Licensing Law for Contractors.

6. Customer References:

6.1 Provide the names and phone numbers of three (3) accounts for which you have provided goods or services similar to those specified.

6.2 Company Name	Contact	Phone No.
<u>PRAIRIE GROVE PRIMARY SCH.</u>	<u>MICHELLE OWENS</u>	<u>479-846-4210</u>
<u>ELGIN B. MILTON PRIMARY SCH.</u>	<u>LISA AUSTON</u>	<u>479-667-2216</u>
<u>SOUTHWEST CHURCH OF CHRIST</u>	<u>BOB REDRELL</u>	<u>810-897-4756</u>

7. Terms & Conditions:

7.1 Terms and conditions below will govern submission and evaluation of proposals and the award. Bidders are requested to carefully review the following:

7.1.1 Award Status: The response to this RFP will be considered as a legal offer to contract. An acceptance of any proposal will be issued by the City Of Jonesboro in accordance with the following paragraphs of this section and constitutes a legal and binding contract.

7.1.2 Contract Format/Requirements: The resulting City acceptance will incorporate this Request for Proposal. All additional agreement(s) and stipulations and the results of any final negotiations will be incorporated. The only valid conditions of the contract are the ones contained within this specification and proposal.

7.2 Contract Modifications: All modifications and/or changes to the contract must be agreed to in writing by both parties and approved by the Grants Coordinator and Parks Dept. Director prior to executing any change.

7.3 Contract Assignment or Sublet: Resulting contract shall not be assigned, transferred, or sublet in whole or in part without the City's prior written approval.

7.4 Contract Termination: The City may terminate any resulting contract for cause by providing a Show Cause Letter to the contractor citing the instances of noncompliance with the contract.

7.4.1 If the noncompliance is not cured within 30 days, the City may terminate the contract.

7.4.2 The City reserves the right to terminate the contract for convenience by providing 60 days written notice to the contractor.

7.5 Contractor Liability: The contractor shall hold the City harmless for damage to contractor's property unless due to negligence on the part of City personnel.

7.5.1 Liens: The successful contractor shall keep the City free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of services or materials by or to the contractor.

7.5.2 Indemnification: The successful contractor shall indemnify and hold the City harmless from all claims and related expenses arising out of the contractor's performance or failure of performance under the resulting contract.

7.5.3 Certified Installer: The contractor will be responsible for ensuring the proper installation of playground equipment and shall certify same at the completion of installation by performing a playground audit using the guidelines stipulated in para 9.5 and 9.6.

7.6 Disclosure of Proposal Content: All proposals become a matter of public record once opened. By submitting a proposal, a proposer specifically assumes any and all risks and liabilities associated with the information contained in the proposal and the release of that information.

7.7 Choice of Law and Venue: The resulting contract shall be construed under the laws of the State of Arkansas and venues in any action and/or litigation commenced to enforce the contract shall be instituted in the appropriate courts in Craighead County, in the State of Arkansas.

7.8 Federal, State, and Local Laws and Regulations: The successful contractor will comply with all laws and regulations on taxes, licenses, and permits.

8. RFP Status:

8.1 City Of Jonesboro Rights:

8.1.1 The City Of Jonesboro and its designees reserve the right to determine whether a proposal is responsive and has the ability and resources to perform the contract in full and comply with specifications.

8.1.2 The City reserves the right to reject proposals, which incorporates counter proposals and conditions in the form of vendor's pre-printed clauses.

- 8.1.3 The City reserves the right to accept or reject all or part of any proposal, waive informalities, minor irregularities, or substitute items as desired if deemed in the best interest of the City, therefore selecting the optimum proposal or issue a new RFP.
- 8.1.4 The city reserves the right to reject proposals when procedures stated within are not followed.
- 8.2 Effective Period: Proposals submitted must remain in effect for a period of 90 days after the closing date. An award will be signed and issued within that time or negotiated for a later date.
- 8.3 Withdrawal of proposals: Proposals may be withdrawn at any time prior to the closing date, however, the City reserves the right to withdraw vendor(s) from future proposals who have withdrawn a proposal after the closing date and prior to the effective period of the RFP without the City's approval.
- 8.4 Changes: It shall be the proposer's responsibility to bring to the attention of the City any discrepancies in, omissions from, or errors in the documents, or enhancements which would be in the best interest of the City, or if they are in doubt as to the meaning of any part of the RFP.
- 8.5 Examinations: Before submitting a proposal, contractor shall thoroughly examine the RFP as well as park location and otherwise be fully informed as to all existing conditions and limitations.
- 8.6 Modifications: Oral modifications will not be considered. Any bidder may modify their RFP in writing prior to date and time of RFP closing. Only modifications received in sealed envelopes with the RFP number, closing date, and project name clearly marked on the outside of the envelope will be accepted. Written confirmation must be received under the same signature as the original RFP, unless satisfactorily explained. All modifications are to be clearly numbered and dated as to determine the final one.
9. Specifications and Offer:
- 9.1 Scope of Work: It is the intention of the City of Jonesboro; Parks & Recreation Dept. to have a complete playground furnished with installation performed by the contractor. The contractor will also be responsible for constructing a sidewalk from an existing ADA Parking pad to the playground and providing a finish grade of 1% to facilitate drainage. The location of the playground will be at University Lions Park (502-B North Bridge St.) with park dimensions as depicted on the attached drawing. Our goal is to create one multi-level, age appropriate, playground, containing a variety of play events for children ages 2-12 including those who are physically and developmentally challenged. Equipment should include roofs and a variety of climbing, activity panels, and a minimum of two benches (with backs). Examples of desired play equipment include, but are not limited to the following:
Surfacing – engineered wood fiber with drain system and mats at slide exits, under swings, and other areas as necessary
Slides –roller, steel, spiral, fast,
Climbers –rock walls, flexible cable, pods
Spring Riders – seesaw, cycle, horse
Overhead Apparatus - sky wheels, zip lines, ladder
Tunnels or crawl tubes should provide lines of sight to facilitate supervision of the children
Age appropriate safety sign
- 9.2 The total cost for this playground with amenities is not to exceed \$45,000. This includes equipment, shipping, taxes, earthwork, sidewalk, safety surfacing, containment borders, drainage system, related amenities, and certified installers. A detailed price sheet for each of these items must be provided.
- 9.3 Equipment shall be commercial quality and very low maintenance. Playground components, which include 5" O.D. steel or aluminum posts, are preferred. Decks constructed of punched steel with small diameter openings versus expanded metal are preferred. Wooden play structures are not desired. Wooden slats for benches are acceptable. Written specifications of the equipment shall be provided.
- 9.4 The equipment and surfacing material shall meet the most current Consumer Product Safety Commission Guidelines and the American Society for Testing Materials.
- 9.5 The equipment and surfacing shall meet the most current and pending requirements of the Americans with Disabilities Act, to include the required amount of accessible, elevated and ground level components.
- 9.6 Necessary utilities will be provided by the City Of Jonesboro to the site. Landscaping will not be completed at this time.
- 9.7 The design of the playground shall take into account the possible expansion at a later date.
- 9.8 Finalist may be required to make a presentation to a committee composed of City staff, Park Advisory Board members, and other citizens.
- 9.9 After a notice to proceed is issued, 75 days will be allotted to the contractor to complete this project.

5 (RFP05030401)

9.10 Proposal Response: Each proposal submitted should include the following:

9.10.1 A scaled drawing along with a written description of the proposed play equipment. (Plans should be drawn at 1" = 10' scale)

9.10.2 3D drawing, in color, of the proposed playground.

Color drawings shall use the following color scheme:

Posts Maroon/Burgundy

Roofs Green

Rails Tan

Slides Blue

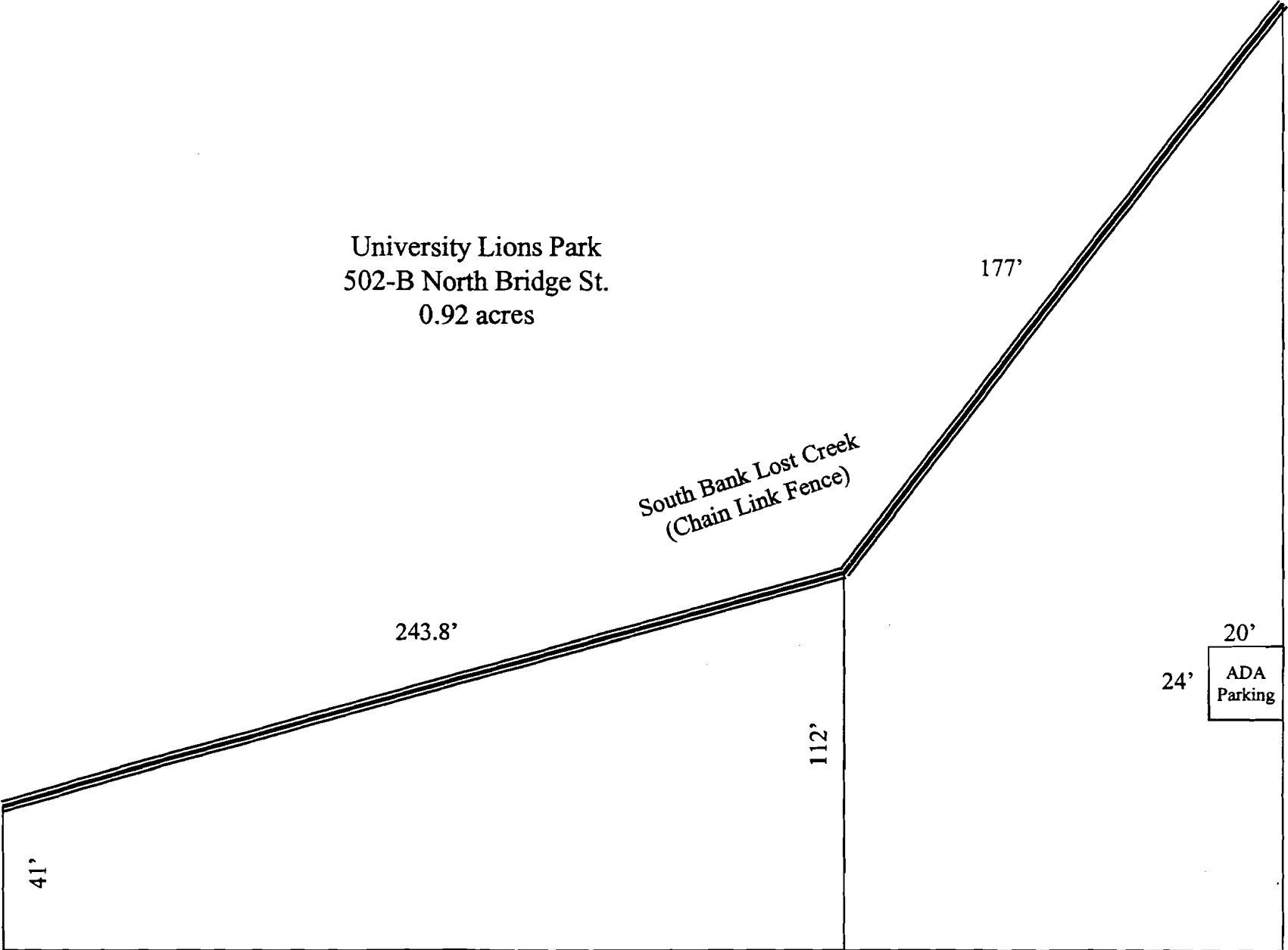
Climbers Tan

(Note – these may not be the final color selections)

9.10.3 Factory warranties and Product Liability information.

9.10.4 Schedule of installation process after receipt of notice to proceed.

University Lions Park
502-B North Bridge St.
0.92 acres



South Bank Lost Creek
(Chain Link Fence)

243.8'

177'

41'

112'

24'

20'

ADA
Parking

260'

230'

120'

SEP. 28. 2004 9:30AM

5705247003

NO. 2874 P. 3



The Ohio Casualty Insurance Company

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

Playworld Systems, Inc., 1000 Buffalo Road, Lewisburg, PA 17637

(hereinafter called the Principal) as Principal, and The Ohio Casualty Insurance Company, with its principal office in the City of Hamilton, Ohio (hereinafter called the Surety), as Surety, are held and firmly bound unto City of Jonesboro

PO Box 1845, Jonesboro, AR 72403

(hereinafter called the Obligee) in the penal sum of

5% total contract amount Dollars \$ 5% _____

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated September 29, 2004 for

Supplying and installing playground equipment. (Pacheco Outdoor Equipment)

Project: University Lions Park

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise to remain in full force and virtue.

Signed, sealed and dated: September 28, 2004

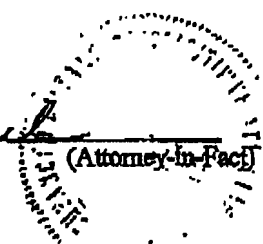
Playworld Systems, Inc.

(Principal)

By: [Signature]

The Ohio Casualty Insurance Company

By: [Signature]
Joseph E. Hummel (Attorney-in-Fact)



SEP. 28. 2004 9:31AM

5705247003

No. 2874 P. 4

**CERTIFIED COPY OF POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY**

No. 33-156

KNOW ALL Men by These Presents That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of said Company, does hereby nominate, designate and appoint S. Melville, Jr; Marc W. Thayer, Fairleigh L. Mastrey or Joyce E. Hunsmed of Lawlburg, Pennsylvania its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as aforesaid, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance FIVE HUNDRED THOUSAND (\$500,000.00) Dollars, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be its binding upon said Company, 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 Company at its office in Hamilton, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of the said The Ohio Casualty Insurance Company this 26th day of May, 1998.



Sam Lawrence
Sam Lawrence, Assistant Secretary

STATE OF OHIO,
COUNTY OF BUTLER

On this 26th day of May, 1998 before the undersigned, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Sam Lawrence, Assistant Secretary of THE OHIO CASUALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposit and oath, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, this day and year first above written.



Barbara Hoffman

Notary Public in and for County of Butler, State of Ohio
My Commission expires September 25, 2002.

This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of the Company, adopted by its directors on April 2, 1954, extracts from which read:

"ARTICLE VI"

"Section 7. Appointment of Attorney-in-Fact, etc. The chairman of the board, the president, any vice-president, the secretary or any assistant secretary shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Company as aforesaid to, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political subdivision."

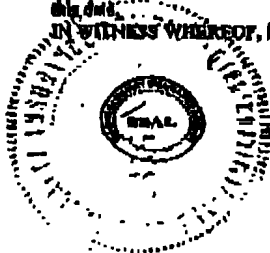
This instrument is signed and sealed by Decalife as authorized by the following Resolution adopted by the directors of the Company on May 27, 1970: "RESOLVED that the signature of any officer of the Company authorized by Article VI Section 7 of the by-laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by Decalife to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and seal are hereby adopted by the Company as original signatures and seal, to be valid and binding upon the Company with the same force and effect as though manually affixed."

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, Article VI Section 7 of the by-laws of the Company and the above Resolution of its Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this

28th day of September 2004 A.D.
2004



Mark L. Schmitt
Assistant Secretary

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2004

PRODUCER (501)372-5200 FAX (501)372-4763
Meadors & Adams, Inc.
101 S. Spring St., Suite 400
P. O. Box 3456
Little Rock, AR 72203

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

INSURED Pacheco Outdoor Equipment, Inc.
11324 Arcade Drive, Suite 3
Little Rock, AR 72212

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Cincinnati Ins. Co.	
INSURER B: GE CyberComp	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	CAP 545 32 95	02/20/2004	02/20/2005	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		GENERAL AGGREGATE	\$ 2,000,000				
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESSUMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
		DEDUCTIBLE					\$
		RETENTION \$					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCX002973100	08/04/2004	08/04/2005	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		E.L. EACH ACCIDENT				\$ 100,000	
		E.L. DISEASE - EA EMPLOYEE				\$ 500,000	
		E.L. DISEASE - POLICY LIMIT				\$ 100,000	
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Furnish and Install Playground Equipment and related items - University Lions Park Playground, Jonesboro, AR.

CERTIFICATE HOLDER

City of Jonesboro
Attn: Brad Welbourne
515 W. Washington
Jonesboro, AR 72401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Joe Adams

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



The Ohio Casualty Insurance Company

136 North Third Street, Hamilton, Ohio 45025

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we

Pacheco Equipment, Inc., 11324 Arcade Drive, Little Rock, AR 72212

(hereinafter called "Principal"), as Principal, and The Ohio Casualty Insurance Company, (hereinafter called "Surety"), as Surety, are held and firmly bound unto

City of Jonesboro, 515 W Washington Avenue, Jonesboro, AR 72401

(hereinafter called "Obligee"), in the penal sum of

Forty-four Thousand Nine Hundred Sixteen and No/100

(\$ 44,916.00—) Dollars,

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

SIGNED, SEALED AND DATED October 27, 2004

WHEREAS, the above bounden Principal has entered into a certain written contract or agreement with the Obligee above named, dated 10/26/04

For supplying and installing playground equipment for the University Lions Park project

which contract or agreement is hereby referred to and made a part hereof.

NOW, THEREFORE, THE CONDITION ON THE ABOVE OBLIGATION IS SUCH, That if the Principal shall indemnify and save harmless the Obligee against any loss or damage directly arising by reason of the failure of the Principal to faithfully perform said contract or agreement, then this obligation shall be void; otherwise to remain in full force and effect.

Pacheco Equipment, Inc., 11324 Arcade Drive, Little Rock, AR

The Ohio Casualty Insurance Company

By Patricia L. Matrey
Patricia L. Matrey Attorney-in-fact



The Ohio Casualty Insurance Company

LABOR & MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, That Pacheco Equipment, Inc., 11324 Arcade Drive, Little Rock, AR 72212
 as Principal, and The Ohio Casualty Insurance Company, a corporation of the State of Ohio, as Surety are held and firmly
 bound unto: City of Jonesboro, 515 W Washington Avenue, Jonesboro, AR 72401
 as Oblige, in the sum of Forty-four Thousand Nine Hundred Sixteen and No/100
 (\$ 44,916.00) Dollars, to be paid to the Obligee aforesaid, its certain attorneys, successors or assigns, to which
 payment, well and truly to be made, we do bind ourselves, our heirs, executors and administrators, jointly and severally firmly by
 these presents.

WITNESS our hands and seals this date 10/26/04

WHEREAS, the above bounden Principal, entered into a certain written contract with the Obligee, dated
10/26/04, providing for
Supplying and installing playground equipment for the University Lions Park project

to be done under and in pursuance of the Acts of Assembly relating thereto; and

WHEREAS, it is provided by an Act or Acts of the General Assembly of the Commonwealth of Pennsylvania, that it shall be the duty
 of all counties, cities, boroughs, towns and townships, school districts and poor districts, in the improvement of lands, or in the
 erection, alteration, addition or repair of edifices or public buildings of any kind in said districts, to require the contractors employed in
 and about said improvements, to have an additional bond, with sufficient surety or sureties providing for the payment of all labor and
 material entering into the said improvements.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH: That if the said Principal shall and will promptly pay, or
 cause to be paid, to any person, co-partnership or corporation, all sums of money which may be due for labor performed or materials
 supplied and furnished in and about the performance of the work covered by the said contract, then this obligation to be null and void;
 otherwise to be and remain in full force and virtue.

All suits at law or proceedings in equity to recover on this bond must be instituted within twenty-four (24) months after the date of
 this bond.

Signed, sealed and delivered in
 the presence of:

Linda Spears
 Witness as to Principal

Pacheco Equipment, Inc., 11324 Arcade Drive, Little Rock, A(SEAL)

Mike Rivers (SEAL)

Jammy L Craven
 Witness as to Surety

The Ohio Casualty Insurance Company

By Patricia L Matrey
 Patricia L. Matrey Attorney in Fact

CERTIFIED COPY OF POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY
WEST AMERICAN INSURANCE COMPANY

No. 37-855

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of The Ohio Casualty Insurance Company and Article VI, Section 1 of West American Insurance Company, do hereby nominate, constitute and appoint M. S. Melkell, Jr, Marc W. Thayer, Patricia L. Matrey or Joyce E. Hummel of Lewttsburg, Pennsylvania (s true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance THREE MILLION (\$3,000,000.00) DOLLARS, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

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 Companies at their administrative offices in Hamilton, Ohio, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this 29th day of September, 2004.



Sam Lawrence
Sam Lawrence, Assistant Secretary

STATE OF OHIO,
COUNTY OF BUTLER

On this 29th day of September, 2004 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Sam Lawrence, Assistant Secretary of THE OHIO CASUALTY INSURANCE COMPANY and WEST AMERICAN INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposeth and saith, that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as 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 at the City of Hamilton, State of Ohio, the day and year first above written.



Cheryl S. Gueary

Notary Public in and for County of Butler, State of Ohio
My Commission expires August 6, 2007.

This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of The Ohio Casualty Insurance Company and Article VI, Section I of West American Insurance Company, extracts from which read:

Article VI, Section 7. APPOINTMENT OF ATTORNEYS-IN-FACT, ETC. "The chairman of the board, the president, any vice-president, the secretary or any assistant secretary of each of these Companies shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Companies as surety in, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political subdivision."

Article VI, Section 1. APPOINTMENT OF RESIDENT OFFICERS. "The Chairman of the Board, the President, any Vice President, a Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint attorneys in fact for the purpose of signing the name of the corporation as surety or guarantor, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of surety-ship or guarantee, and policies of insurance to be given in favor of an individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America, or to any other political subdivision."

This instrument is signed and sealed by facsimile as authorized by the following Resolution adopted by the respective directors of the Companies (adopted May 27, 1970-The Ohio Casualty Insurance Company; adopted April 24, 1980-West American Insurance Company):

"RESOLVED that the signature of any officer of the Company authorized by the By-Laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and seal are hereby adopted by the Company as original signatures and seal, to be valid and binding upon the Company with the same force and effect as though manually affixed."

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above Resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seals of the Companies this 27th day of Oct, 2004



Mark S. Schmidt
Assistant Secretary

The member companies of **Ohio Casualty Group**
9450 Seward Road, Fairfield, Ohio 43014 www.ocas.com



BOND NUMBER:

DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

After the September 11, 2001 collapse of the World Trade Center, some insurance and reinsurance companies excluded coverage for terrorist events from their policies. The economy was affected, to the extent that \$15 billion dollars of new construction was cancelled or delayed. As an economic aid, the Federal Government has enacted the Terrorism Risk Insurance Act of 2002. As part of the act, we are required to notify you that subject to the terms and conditions as stated in your applicable bond forms, coverage for losses sustained by acts of terrorism is already included in your current bond. Effective November 26, 2002, under your existing bond, losses caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act of 2002 would be partially reimbursed by the Federal Government under a formula established by federal law. Under this formula, the Federal Government pay 90% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

Under the current bond, that portion of your premium that is attributable to coverage for acts of terrorism is \$0.

We strongly urge you to contact your independent insurance agent if you have any questions regarding this matter.

OC 72 78 11 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**CAP ON LOSSES FROM CERTIFIED ACTS OF
TERRORISM**

This endorsement modifies insurance provided under the following:

ALL COMMERCIAL COVERAGE PARTS**A. Cap On Certified Terrorism Losses**

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The criteria contained in that Act for a "certified act of terrorism" include the following:

1. The act resulted in aggregate losses in excess of \$5 million; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

With respect to any one or more "certified acts of terrorism" under the federal Terrorism Risk Insurance Act of 2002, we will not pay any amounts for which we are not responsible under the terms of that Act (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

D. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

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