

PROPOSAL

Place Jonesboro, AR
Date _____

Proposal of Vann Horn Associates, Inc.

a corporation organized and existing under the laws of the State of AR

or

Proposal of _____

a partnership consisting of _____

or

Proposal of _____

an individual doing business as _____

TO: City of Jonesboro

This bid results from your advertisement for bids for DOWNTOWN SIDEWALK IMPROVEMENTS, PHASE II, AHTD JOB. NO. 100627.

The undersigned Bidder, having visited the site of the work, having examined the Plans, Specifications, and other Contract Documents including all Addenda, and being familiar with all of the conditions relating to the construction of the proposed project, hereby agrees to comply with all other conditions or requirements set forth in the Plans, Specifications, and other Contract Documents, and further proposes to furnish all material, supplies, equipment, and appliances specified for incorporation into the project and to furnish all labor, tools, equipment, and incidentals to complete the work in accordance with the Plans, Specifications, and other Contract Documents at and for the lump sum and unit prices proposed in the attached Unit Price Schedule. The attached Unit Price Schedule consists of pages numbered UP1 through UP7.

The undersigned Bidder agrees to begin work within ten (10) calendar days after the issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within 60 calendar days thereafter (except as modified in the GENERAL CONDITIONS of these Contract Documents). Should the work fail to be completed within the time herein stated, the Contractor shall pay to the Owner, as fixed and agreed liquidated damages, and not as a penalty, the sum, for each day of delay until the work is completed and accepted, as stipulated in the SPECIAL CONDITIONS of these Contract Documents. It is understood that additional time for the completion of the project is to be allowed only for delays as stipulated in the GENERAL CONDITIONS of these Contract Documents.

Bidder acknowledges receipt of the following addendum (addenda):

_____ Dated _____

_____ Dated _____

The undersigned Bidder agrees that this bid shall be good and shall not be withdrawn for a period of sixty (60) calendar days after the opening thereof. If written notice of the acceptance of this Proposal is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this Proposal is withdrawn, the undersigned agrees to execute and deliver a Contract in the prescribed form, and furnish the required Performance and Payment Bond, within ten (10) days after the Contract is presented to him for signature.

It is understood by the undersigned Bidder that the Owner reserves the right to reject any or all bids.

Accompanying this Proposal as bid security is certified check/bid bond(Strike One) in the amount of 5% Dollars (\$ _____), being not less than five percent (5%) of the total of the bid. If the undersigned Bidder is the successful Bidder, but fails or refuses to execute the contract and furnish the required bond within the prescribed ten (10) days of the notification of award, then this bid security is to become the property of the Owner as liquidated damages for the delay and additional expense to the Owner caused by such failure or refusal.

Kristy Jordan
(Witness)

Van Horn Associates, Inc.
(Name of Bidder)

(Address)

By [Signature]
Jeffrey B VanHorn
(Print Name and Title)

SEAL (If Bidder is a corporation)

115 Falls St.
Jonesboro, AR 72401
(Office Address of Bidder)

NOTES: Sign in ink. Do not detach.
Items must be bid upon as specified
in the Unit Price Schedule.

UNIT PRICE SCHEDULE
DOWNTOWN SIDEWALK IMPROVEMENTS
AHTD JOB NO. 100627

Item No.	Description	Unit	Estimated Quantity	Unit Price	Amount
1.04a	Site Preparation	L.S.	100%	\$ 2,000 ⁰⁰	\$ 2,000 ⁰⁰
1.04b	Remove/Dispose Sidewalk and Driveway	S.Y.	909	\$ 9 ⁰⁰	\$ 8,181 ⁰⁰
1.04c	Remove/Dispose Curb and Gutter	L.F.	355	\$ 3 ⁰⁰	\$ 1,065 ⁰⁰
2.09	Unclassified Excavation	L.S.	100%	\$ 2,000 ⁰⁰	\$ 2,000 ⁰⁰
3.06	Aggregate Base Course	TONS	41	\$ 40 ⁰⁰	\$ 1,640 ⁰⁰
7.05	6" Concrete Driveway	S.Y.	456	\$ 49 ⁰⁰	\$ 22,344 ⁰⁰
7.05a	6" Parking Repair	S.Y.	129	\$ 49 ⁰⁰	\$ 6,321 ⁰⁰
7.05b	6" Driveway Repair	S.Y.	91	\$ 49 ⁰⁰	\$ 4,459 ⁰⁰
7.06	4" Concrete Driveway Repair	S.Y.	107	\$ 36 ⁰⁰	\$ 3,852 ⁰⁰
8.09	Concrete Curb and Gutter	L.F.	763	\$ 12 ⁰⁰	\$ 9,156 ⁰⁰
9.06	4" Concrete Sidewalk	S.Y.	798	\$ 34 ⁰⁰	\$ 27,132 ⁰⁰
14.07	Solid Sodding	S.Y.	167	\$ 20 ⁰⁰	\$ 3,340 ⁰⁰
16.04a	Traffic Control/Safety	L.S.	100%	\$ 5,000 ⁰⁰	\$ 5,000 ⁰⁰
18.05	Access Ramps	S.Y.	143	\$ 200 ⁰⁰	\$ 28,600 ⁰⁰
19.09a	Cleanup	L.S.	100%	\$ 3,000 ⁰⁰	\$ 3,000 ⁰⁰
31.03	Roadway Construction Control	L.S.	100%	\$ 3,000 ⁰⁰	\$ 5,000 ⁰⁰ X

**UNIT PRICE SCHEDULE
DOWNTOWN SIDEWALK IMPROVEMENTS
AHTD JOB NO. 100627**

Item No.	Description	Unit	Estimated Quantity	Unit Price	Amount
SP-1	Relocate Power Pole – Church	EA	1	\$ 7,500 ⁰⁰	\$ 7,500 ⁰⁰
SP-2	Remove/Dispose Signs	EA	1	\$ 1,000 ⁰⁰	\$ 1,000 ⁰⁰
TOTAL AMOUNT BID				\$ 141,590 ⁰⁰	139,590.00

TOTAL BASE BID WRITTEN IN WORDS: One Hundred and One
Thousand Five Hundred Ninety

CITY OF JONESBORO
SUPPLEMENT TO PROPOSAL
ANTI-COLLUSION AND DEBARMENT CERTIFICATION

**FAILURE TO EXECUTE AND SUBMIT THIS CERTIFICATION SHALL RENDER THIS BID
NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.**

As a condition precedent to the acceptance of the bidding document for this project, the bidder shall file this Affidavit executed by, or on behalf of the person, firm, association, or corporation submitting the bid. The original of this Affidavit shall be filed with the sponsor at the time proposals are submitted.

A F F I D A V I T

I hereby certify, under penalty of perjury under the laws of the United States and/or the State of Arkansas, that the bidder listed below has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid for this project, is not presently barred from bidding in any other jurisdiction as a result of any collusion or any other action in restraint of free competition, and that the foregoing is true and correct.

Further, that except as noted below, the bidder, or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds:

- a. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- c. does not have a proposed debarment pending; and
- d. has not been indicted, convicted, or had an adverse civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

CITY OF JONESBORO
SUPPLEMENT TO PROPOSAL
ANTI-COLLUSION AND DEBARMENT CERTIFICATION

FAILURE TO EXECUTE AND SUBMIT THIS CERTIFICATION SHALL RENDER THIS BID NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.

EXCEPTIONS:

Applied To	Initiating Agency	Dates of Action

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

JOB NO. 100627 _____
 F.A.P. NO. _____
2/20/06 (Date Executed) _____
 _____ (Name of Bidder) _____
 _____ (Signature) _____
 _____ (Title of Person Signing)

The following Notary Public certification is **OPTIONAL** and may or may not be completed at the Contractor's discretion.

State of Arkansas)
 County of Craighead) ss.

_____ being duly sworn, deposes and says that he is
President of _____
 (Title) (Name of Bidder)

and that the above statements are true and correct.

Subscribed and Sworn to before me this 20th day of February, 2006. My commission expires: April 15, 2015

Kristy Jordan
 (Notary Public)

(NOTARY SEAL)



CITY OF JONESBORO

SUPPLEMENT TO PROPOSAL

CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective contractor certifies, by signing and submitting this proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on his or her behalf, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal-Aid contract, the prospective contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Available from Arkansas State Highway and Transportation Department, Programs and Contracts Division).

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code.

During the period of performance of this contract, the contractor and all lower tier subcontractors must file a Form-LLL at the end of each calendar year quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any previously filed disclosure form. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

The prospective contractor also agrees by submitting his or her proposal that he or she shall require that the language of this Certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subcontractors shall certify and disclose accordingly.

CITY OF JONESBORO

SUPPLEMENT TO PROPOSAL

CERTIFICATION FOR FEDERAL-AID CONTRACTS

THIS CERTIFICATION SHALL BE COMPLETED BY THE BIDDER AS PART OF THIS PROPOSAL

The bidder Waltham Associates I proposed subcontractor _____ hereby certifies that he has _____, has not , participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has _____, has not , filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

(Currently, Standard Form 100 [EEO-1] is the only report required by the Executive Orders or their implementing regulations.)

JOB NO. <u>1001627</u>	<u>Waltham Associates, Inc</u> (Company)
F.A.P. NO. _____	By: <u>[Signature]</u> (Signature)
<u>2/20/04</u> (Date Executed)	<u>President</u> (Title of Person Signing)

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

CITY OF JONESBORO
SPECIAL PROVISION
DISADVANTAGED BUSINESS ENTERPRISE IN HIGHWAY CONSTRUCTION

It is the policy of the sponsor that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of all State and Federal contracts. This must also be the Contractor's policy. And, even though there are no specific participation goals for this contract, the Contractor agrees to ensure that Disadvantaged Business Enterprises have the maximum opportunity to participate in the performance of this contract or subcontracts and shall take all necessary and reasonable steps to ensure that this policy is maintained. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

Failure of the Contractor or the Subcontractor to carry out the requirements set forth above shall constitute a breach of contract and, after notification by the sponsor, may result in termination of the contract by the sponsor or such action as the sponsor deems appropriate.

ARKANSAS PERFORMANCE-PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____

as Principal, hereinafter called Principal, and _____

_____ of _____

State of _____, as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Jonesboro as Obligee, hereinafter called Owner, in the amount of _____ Dollars

(\$ _____) in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly, severally, and firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, The Principal entered into a Contract with the Owner by written Agreement dated the _____ day of _____, 20____, a copy of which is attached hereto and made a part hereof, hereinafter referred to as the Contract, for the construction of DOWNTOWN SIDEWALK IMPROVEMENTS, PHASE II, AHTD JOB NO. 100627.

NOW THEREFORE, if the Principal shall well and truly perform and complete in good, sufficient, and workmanlike manner all of the work required by said Contract and within the time called for thereby to the satisfaction of the Owner, and shall pay all persons for labor, materials, equipment, and supplies furnished by said Principal in accordance with said Contract (failing which such persons shall have a direct right to action against the Principal and Surety under this obligation, but subject to the Owner's priority) and shall hold and save harmless the Owner from any and all claims, loss, and expense of every kind and nature arising because of or resulting from the Principal's operation under said Contract, except payments to the Principal rightly due the Principal for work under said Contract, then this obligation shall be null and void; otherwise to remain in full force and effect.

Any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Owner of an extension of time for the performance of the Contract, or any other forbearance on the part either of the Owner or Principal to the other shall not release in any way the Principal and Surety, or either of them, their heirs, personal representatives, successors, or assigns from their liability hereunder, notice to the Surety of any alteration, extension, or forbearance hereby being waived.

In no event shall the aggregate liability of the Surety exceed the sum set herein.

No suit, action, or proceeding shall be brought on this bond outside the State of Arkansas. No suit, action, or proceeding shall be brought on this bond, except by the Owner, after six (6) months from the date on which final payment to the Contractor falls due. No suit, action, or proceeding shall be brought by the Owner after two (2) years from the date on which final payment to the Contractor falls due.

This bond is executed pursuant to the terms of Arkansas Code Ann. §§ 18-44-501 et. seq.

Executed on this _____ day of _____, 20_____.

SEAL

(Principal)

By _____

Title _____

SEAL

(Surety)

By _____

(Attorney-in-Fact)

NOTES:

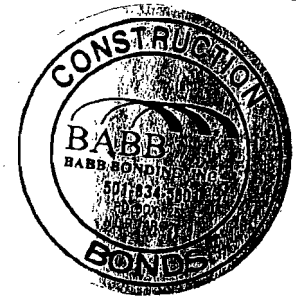
1. This bond form is mandatory. No other forms will be acceptable.
2. The date of the Bond must not be prior to the date of the Contract.
3. Any surety executing this Bond must appear on the U.S. Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Arkansas.
4. Attach Power of Attorney.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond



BOND # GRBB022006

KNOW ALL MEN BY THESE PRESENTS, that we

VAN HORN ASSOCIATES, INC.

1119 FALLS STREET JONESBORO, AR 72401

(Here insert full name, and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

GRANITE RE, INC.

14001 QUAILBROOK DRIVE OKLAHOMA CITY, OK 73134

a corporation duly organized under the laws of the State of OKLAHOMA as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF JONESBORO

P. O. BOX 1845 JONESBORO, AR 72403

(Here insert full name, and address or legal title of Owner)

as Oblige, hereinafter called the Oblige, 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

DOWNTOWN SIDEWALK IMPROVEMENTS PHASE 2 - AHTD 100627

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige 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 Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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 20th day of February, 2006

VAN HORN ASSOCIATES, INC.

Handwritten signature of Principal with (Principal) and (Seal) labels, and a blank line for (Title).

Handwritten signature of Kristy Jordan with (Witness) label.

GRANITE RE, INC.

Handwritten signature of Surety with (Surety) and (Seal) labels.

Handwritten signature of Witness with (Witness) label.

(Title) Kimberly L. Babb, ATTORNEY-IN-FACT

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KIMBERLY L. BABB, J. ALAN ROGERS, MIKI J. ROGERS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

KIMBERLY L. BABB, J. ALAN ROGERS, MIKI J. ROGERS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice President and Secretary/Treasurer, this 6th day of August, 2004.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)




R. Darryl Fisher, Vice President


Rodman A. Frates, Secretary/Treasurer

On this 6th day of August, 2004, before me personally came R. Darryl Fisher, Vice President of the GRANITE RE, INC. Company and Rodman A. Frates, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said R. Darryl Fisher and Rodman A. Frates were respectively the Vice President and the Secretary/Treasurer of the GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as Vice President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
May 9, 2008
Commission #: 00005708




Notary Public

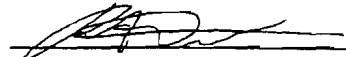
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
20 day of February 20 04




Rodman A. Frates, Secretary/Treasurer