

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 17837

(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 Obligor) 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 Obligor shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligor 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 Obligor against any loss the Obligor 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.

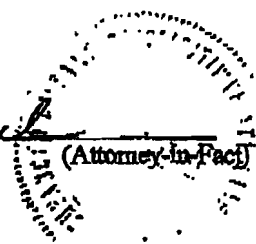
Signed, sealed and dated: September 28, 2004

Playworld Systems, Inc.  
(Principal)

By: [Signature]

The Ohio Casualty Insurance Company

By: Joyce E. Hummel  
Joyce 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. 33-158

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 constitute, constitute and appoints S. Melrose, Jr, Marc W. Thayer, Pauline L. Matrey or Joyce E. Heermann of Lawisburg, 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, including, 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 depose and say, 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, the day and year first above written.



*Barbara Hoffman*

Notary Public in and for County of Butler, State of Ohio  
My Commission expires September 25, 2001.

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 on any 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 Decimals as authorized by the following Resolution adopted by the directors of the Company on May 27, 1970:

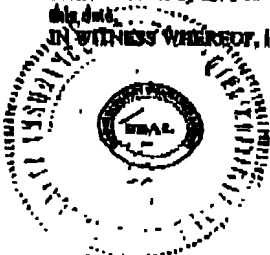
"RESOLVED that the signature of any officer of the Company authorized by Article VI Section 7 of the by-laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by Decimals 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 (MMDDYYYY)  
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 (MMDDYY)	POLICY EXPIRATION DATE (MMDDYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CAP 545 32 95	02/20/2004	02/20/2005	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000				
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	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

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

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 Oblige 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 Oblige, 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)

Mick Miller (SEAL)

Sammy 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. Maxwell, Jr, Marc W. Thayer, Patricia L. Matrey or Joyce E. Hummel of Lewisburg, Pennsylvania its 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 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 deposed and said, 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 Seal 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. Gregory

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 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."

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



Assistant Secretary

The member companies of **Ohio Casualty Group**  
9450 Seward Road, Fairfield, Ohio 45014 [www.ocag.com](http://www.ocag.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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