

Dwayne Winters

From: Dwayne Winters
Sent: Thursday, September 06, 2007 4:44 PM
To: DOUG FORMON (dformon@jonesboro.org)
Cc: TThomas@jonesboro.org
Subject: RESPONSE TO AUG 10 LETTER

HONORABLE MAYOR FORMON,

RE: LETTER OF AUGUST 10, 2007

THE LETTER REFERENCED ABOVE WITH ATTACHMENTS WERE DELIVERED BY ME TO YOUR OFFICE ON AUG 10. YOUR LETTER OF AUG 22th, RELATES THAT YOU ARE REFERRING THE LETTER/MATTER TO YOUR LEGAL STAFF. YOU DO NOT STATE WHEN I MAY EXPECT A RESPONSE. WEDNESDAY SEPT 5th, BRENDA SIPA ACTING ON YOUR BEHALF RETURNED A TELEPHONE CALL FOR YOU. DURING THIS CONVERSATION I REQUESTED AN INDICATION AS TO WHEN I MIGHT EXPECT A REPLY TO MY LETTER. I DID NOT RECEIVE A RESPONSE TO MY REQUEST. I BELIEVE I SHOULD REASONABLY EXPECT A RESPONSE BY NOW OR AN LEAST AN INDICATION AS TO WHEN TO EXPECT A RESPONSE.

UNLESS SOME AGREEMENT IS REACHED BEFORE SEPT 27th, I WILL REQUEST THAT THE CITY CLERK PLACE ME ON THE OCT 2nd AGENDA TO BRING THIS MATTER BEFORE THE JONESBORO CITY COUNCIL.

SINCERELY,

G. Dwayne Winters, President
Nettleton Concrete, Inc.
office/voice mail 870-932-4400 ex 103
e-mail dwinters@nettletons.com
www.nettletons.com
PO Box 2157 or 2020 Watt St.
Jonesboro, AR 72402

FACSIMILE

FAX NO: (870) 933-4619

DATE: 9-5-07

TO: 931-9190

ATTN: Mr. Winter

SUBJECT: _____

SENDER: BKS Sipa

DEPARTMENT: _____

NUMBER OF PAGES: COVER SHEET + _____ PAGE(S)

MESSAGE: I sent an email to attorneys in Hot Springs asking for a legal opinion regarding your situation



IF CONFIRMATION OR MORE INFORMATION IS NEEDED ON THIS TRANSMISSION, PLEASE CONTACT THE SENDER ABOVE BY CALLING (870) 932-1052.

**FROM THE OFFICE OF: DOUG FORMON, MAYOR
CITY OF JONESBORO
PO BOX 1845
515 W. WASHINGTON AVENUE
JONESBORO, AR 72403**

Bert Newell

UNITED STATES BANKRUPTCY COURT
Eastern District of Arkansas

RECEIVED
AUG 28 2007

Notice of Chapter 7 Bankruptcy Case, Meeting of Creditors, & Deadlines

A chapter 7 bankruptcy case concerning the debtor(s) listed below was filed on 8/22/07.

You may be a creditor of the debtor. This notice lists important deadlines. You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below. NOTE: The staff of the bankruptcy clerk's office cannot give legal advice.

See Reverse Side For Important Explanations

Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

Jeffrey Bryan Van Horn
2809 Sunnybrook
Jonesboro, AR 72404

Cindy Dee Van Horn
2809 Sunnybrook
Jonesboro, AR 72404

Case Number:
3:07-bk-14548

Social Security/Taxpayer ID/Employer ID/Other Nos.:
511-76-0733
510-80-7657

By: Audrey R. Evans

Attorney for Debtor(s) (name and address):
James F. Dowden
JAMES F. DOWDEN, P.A.
212 Center Street, 10th Floor
Little Rock, AR 72201
Telephone number: (501) 324-4700

Bankruptcy Trustee (name and address):
James C. Luker
U.S. Bankruptcy Trustee
P.O. Box 216
Wynne, AR 72396-0216
Telephone number: (870)238-8588

Meeting of Creditors

Important notice to individual debtors: Debtors must provide picture identification and proof of social security number to the trustee at the meeting of creditors.

Date: September 28, 2007

Time: 09:30 AM

Location: Federal Building, 615 S. Main St., Room 314, Jonesboro, AR 72401

Presumption of Abuse under 11 U.S.C. § 707(b)

See "Presumption of Abuse" on reverse side.

The presumption of abuse does not arise.

Deadlines:

Papers must be received by the bankruptcy clerk's office by the following deadlines:

Deadline to File a Complaint Objecting to Discharge of the Debtor or to Determine Dischargeability of Certain Debts: 11/27/07

Deadline to Object to Exemptions:

Thirty (30) days after the conclusion of the meeting of creditors.

Creditors May Not Take Certain Actions:

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

Please Do Not File a Proof of Claim Unless You Receive a Notice To Do So.

Foreign Creditors

A creditor to whom this notice is sent at a foreign address should read the information under "Do Not File a Proof of Claim at This Time" on the reverse side.

Address of the Bankruptcy Clerk's Office:
U.S. Bankruptcy Court
300 W. 2nd Street
Little Rock, AR 72201
Telephone: 501-918-5500

For the Court:
Clerk of the Bankruptcy Court:
Jean Rolfs

Hours Open: Monday - Friday 8:00 AM - 5:00 PM

Date: 8/23/07

GRANITE RE, INC.

010931

08/20/2007 082007 Van Horn Associates, Inc. 6,251.66 0.00 6,251.66

Full & Final payment of any and all claims against Van Horn Associates, Inc. as Principal, Granite Re, Inc. as Surety, City of Jonesboro, AR as Obligee and Bond No. GRAR4914

CHECK: 010931 08/21/2007 Nettleton Concrete, Inc. 6,251.66

GRANITE RE, INC.
CLAIM ACCOUNT
P.O. BOX 20683
OKLAHOMA CITY, OK 73156-0683

BANK OF OKLAHOMA N.A.
OKLAHOMA CITY, OKLAHOMA

39-13
1030

010931

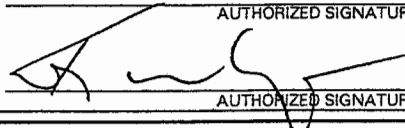
*SIX THOUSAND TWO HUNDRED FIFTY-ONE AND 66 / 100

DATE 08/21/2007 AMOUNT *****6,251.66*

PAY TO THE ORDER OF

Nettleton Concrete, Inc.

AUTHORIZED SIGNATURE



AUTHORIZED SIGNATURE

Full & Final Payment

⑈010931⑈ ⑆103000130⑆ 814097371⑈



**CITY OF
JONESBORO**

August 22, 2007

G. Dwayne Winters
Nettleton Concrete, Inc.
Post Office Box 2157
Jonesboro, AR 72401

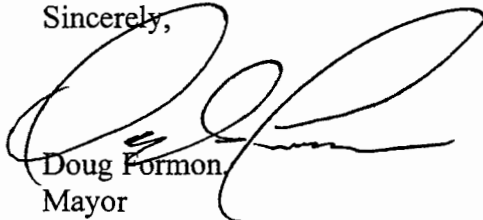


Dear Mr. Winters:

We are in receipt of your documents delivered to us on August 10, 2007.

Please be advised we have forward such documents to our legal staff and are waiting for a legal opinion before any action is taken.

Sincerely,



Doug Formon
Mayor

Dwayne Winters

From: Tony Thomas [TThomas@jonesboro.org]
Sent: Thursday, April 19, 2007 1:30 PM
To: Dwayne Winters
Subject: RE: BOND & DIVISION OF INVOICES
Attachments: Specs for sidewalk project.pdf

Dwayne:

I have just created a packet of documents that are available with the secretary in our office if you desire to pick them up (the copies are dark and difficult to scan). It includes the documents that specify which streets were included in our downtown grant project. I have also included a copy of the info that was forwarded to the bond company.

The difference between the invoices that I assign to the bond is as follows: Those sidewalks were included in the engineering specifications for the grant project. The bond applies specifically to the grant project. Again, those specs are available for pick-up in the Mayor's Office for your review. The difference is not noticeable to you due to the fact that Van Horn is working under two separate agreements with the City. You would notice the difference if you were working directly with the City, versus a supplier of Van Horn.

The remaining invoices were completed under a separate agreement with the City—which was not a bonded agreement from what I understand. That is the sole reason that I am distinguishing between the invoices. It may be better to sit with you to explained this further....and I welcome the opportunity to do that if necessary.

I am attaching one file that will provide you with an overview of the streets included in the bonded grant project. The sidewalks along those streets were replaced with the grant project. Again, I have copied more specific info that is available in our office, due to them not being legible in electronic format.

Please continue to let me know of ways I can assist.

Tony

From: Dwayne Winters [mailto:dwinters@nettletons.com]
Sent: Wednesday, April 18, 2007 6:13 PM
To: Tony Thomas
Cc: bp-law@swbell.net
Subject: BOND & DIVISION OF INVOICES

TONY,

I received you e-mail containing information about the bond and the invoices you assign to the project to which the bond applies. We do not see any difference in these invoices and the other invoices for concrete that went to city projects. Please advise us as to the means and methods that are used to make that determination.

You stated that you notified the bonds company of our complaint and that an action is likely against the bond. Would you please send us a copy of that notification?

9/24/2007

1

Nettleton

CONCRETE, INC

CONCRETE MASONRY UNITS • READY MIX 

P.O. Box 2157 • Jonesboro, AR 72402 • 870 932.4400 • 1 800 382.2462 • Fax 870 932.4079
e-mail: sales@nettletons.com • www.nettletons.com

August 10, 2007

The Honorable Doug Formon
Mayor of Jonesboro
P. O. Box 1845
Jonesboro, AR. 72403-1848

Dear Mayor Formon,

This letter restates some of the information presented when I met with you in your office on May 3, 2007 with Tony Thomas and Phillip Crego. I asked for a meeting with you to discuss Van Horn Associates' bill for materials used on City improvements and to question the fact that the City had not bonded City improvements as required by law. The outstanding invoices for materials sold to Van Horn for use on City improvements total \$22,017.49 of which approximately \$6,000 may be bonded. At that meeting, I was at a disadvantage; being outnumbered and arguing points of law with the City Attorney. Herein and attached are some repeated statements, additional comments, facts and supporting documents.

Contractors, subcontractors, and material suppliers use the surety of the lien law (AR Code 18-44-101) as a basis of extending credit to various customers. The principle of law that is set forth is that the property value is increased by the improvements placed on the property; therefore, the property guarantees payment for such improvements. Certain notices are required to inform property owners before liens are filed. Losses from bad accounts to contractors/material suppliers would be higher if contractors/material suppliers did not have lien rights; resulting in higher prices to cover these losses.

There are some variations in the lien law. If a church fails to require bonding for work or improvements, contractors/material suppliers have automatic lien rights without notices being required. Also, public property is exempt from liens. For this reason, the state legislature enacted AR Code 18-44-503 requiring bonding on work/improvements of \$20,000 or more to public property. Some individuals or entities would not be able to open accounts or obtain credit without the security or protection of the lien law and/or bonds.

The bonding requirement for public work/improvements gives vendors assurance of payment and it also gives the contracting public entity a guarantee that the bonded work will be completed thereby protecting the public interest. If a contractor defaults on a bonded contract for buildings/improvements, the bonding company pays the difference in the contract amount and the actual cost of completing the contract. Additionally, the ability of a contractor to provide a bond is assurance that the contractor is capable of

completing the project and that the project will be completed for the contracted amount. When Van Horn Associates defaulted, the City had to pay a higher price to have the contract completed. According to you, Mayor Formon, the reason for not requiring a bond was to save money.

City Attorney Phillip Crego asserted that the contracts with Cooper Construction/Van Horn Associates did not require bonding because the work done under the bid/contract was as needed in varying quantities and therefore it was not possible to know if the bid/contract would reach the \$20,000 amount at which the City was required to bond the work. The Arkansas Contractors Licensing Board in 2001 considered a case involving concrete contracts for the City of Jonesboro and whether or not the work done under the contract was \$20,000, or more, as defined by law. Arkansas Code 17-25-101 defines who is contractor and when the code applies. The code in part: *".....a person, firm, partnership, & etc who.....when the cost of the work....labor & materials.....is \$20,000 or more. Paragraph (2), (b).....\$20,000 exemption shall not apply to any project divided in separate contracts of amounts of less than twenty thousand dollars (\$20,000), a purpose being to circumvent the provisions of this chapter."* Brand Custom Hauling was the low bidder and was awarded the contract for concrete work for the City of Jonesboro. The 2001 bid sheets (2001:10) listed estimated quantities for various types of concrete work and provided a place to enter a price per unit of work as described on the bid sheet. The contract for concrete work required that the work be done as needed. Fred Barnett performed the work pursuant to that contract. On March 8, 2002, the Contractors Licensing Board of the State of Arkansas reviewed an investigative report of the work performed by Fred Barnett d/b/a/ Barnett Concrete under the contract with the City. Based on the facts and findings of that investigation, the board issued a "Findings of Fact, Conclusions of Law and Order" finding Fred Barnett/Barnett Concrete guilty of contracting without a license and other related violations and fined Barnett \$32,408. The Board considered the value of the work (labor & materials) performed under this contract. The terms and conditions of the contract being as needed and as required did not exempt the work from AR Code 17-25-101. The bid/contract awarded in 2001 contained the same terms and conditions as the bid/contract in each of the years 2006 and 2007 under which Van Horn worked.

The concrete work for the City of Jonesboro for any bid/contract for each of the years 2006 and 2007 exceeded the \$20,000 amount. The City bid number 2006:10 as awarded (2-18-06), has a bid tally of \$199,209 for the estimated amount of work for the year. The bid for "Phase II- Downtown Sidewalks" improvements as awarded (March 2006) was for \$139,590. The Arkansas Contractors Licensing Board found the contract amount for the contract issued to Brand Custom Hauling to be \$540,147. We have not obtained a copy of the bid tally for 2007:02. However, Nettleton Concrete, Inc. supplied more than \$20,000 worth of concrete in the first 2 months of 2007. It would be a complete denial of facts and matters of record for the City to contend that contracts for the concrete work (labor & materials) awarded to Van Horn Associates did not reach \$20,000 in any contract period.

Arkansas Code 18-44-503 and 17-25-101 are analogous in that they refer to contractors/construction and the value of work performed. Both laws apply when the value of the work is \$20,000 or more. A state regulatory agency has ruled that the value of concrete work for the City of Jonesboro under the terms of the City bid in 2001

exceeded \$20,000. The terms and conditions of the Cooper/Van Horn bids/contracts are identical to the 2001 bid/contracts. Generally, rulings by governmental regulatory agencies are deemed as legal precedent for related legal matters. Additionally, the "Invitation to Bid", #2006:10 & 2007:02, City of Jonesboro, "Conditions of Bidding", page 2, paragraph 9., C., is as follows: "*a performance bond equaling the amount of any bid exceeding \$3,000 must be provided for any contract for.....public structure or public improvement (pursuant to Ark. Stat SS 51-632 as amended)*". Ark Stat SS 51-632 as amended is AR Code 18-44-503. "Pursuant to" meaning conforming to, the City acknowledges that the law applies. For the City to maintain their argument that the bonding requirement of AR Code 18-44-503 does not apply to Cooper/Van Horn's bids/contracts puts the City in the position of contradicting the terms of the City's own contract. Furthermore, the related laws, governmental agency ruling, and cost/s of the work/s listed herein clearly require bonding of the Cooper/Van Horn bids/contracts with the City.

On March 27, 2007, I informed Steve Kent, Purchasing Agent that Van Horn Associates was not paying Nettleton Concrete for the concrete supplied to City improvements. On instruction from Steve, I contacted Tony Thomas, Mayor's Assistant, that same day. During the conversation with each person I asked the City to issue joint checks or hold the money due until we could attach the account through the courts.

As of March 27, 2007, the City still had control of funds owed to Van Horn and had the opportunity to see that materials used on City improvements were paid for. Instead of holding the funds, the City chose to pay Van Horn. On April 16, 2007, I received an e-mail from Tony Thomas that was a reply from Phillip Crego to Tony which said "*You are correct we do not have a dog in this fight.*" According to records supplied by the City to me, \$25,305 was paid April 10, 2007; six days before the City Attorney rendered his opinion. On April 25, 2007, an additional \$8,594 was paid to Cooper/Van Horn. The City made those payments knowing that Nettleton had not been paid for materials used on City improvements and that much of what was owed was not bonded. The City had every reason to delay payments until the matter of the debt had been resolved. Instead, the checks referred to above were issued within days of receiving invoices from Van Horn. Tony Thomas explained how this happened in an e-mail on June 27, 2007 in which he writes "*I assumed that the bills had been paid..... We would have held other payments if submitted, but this payment was already in the system and only printed after the fact. It just slipped through what I had set up!*" In addition to not providing for payment through a bond, the City's payment to Van Horn of \$33,899, after being informed that the account was delinquent, prevented Nettleton from attaching the money owed to Van Horn through the courts. In the 60 year history of Nettleton Concrete, we have never experienced an owner continuing to make payments to a contractor/others after being informed that the material/s on their project/s was not paid for, without directing future payments to clear the amount due on their project.

In 2005, Steve Kent was involved in paying off a past due account for Van Horn Associates, then doing business as Cooper Construction. The records from the 2006 bid for Phase II, Downtown Sidewalk project show a bid price of \$139,590. The next bid was \$199,672, 40+% over the low bid. A bid differential of this magnitude indicates that something is wrong somewhere. The City had reason to be concerned and cautious in dealing with Van Horn. The truth of this statement is verified by the fact that Van Horn

notified the City on April 30th that they would default on the 2007 concrete work contract.

Because of payment history, the Van Horn account with Nettleton was on a restricted basis. This means all projects had to be approved before the first delivery of material to a new project. Nettleton was willing to supply concrete for City improvements only because of the surety of the bond requirement as set forth by Arkansas law and the terms of the "Conditions of Bidding" as set forth in the City's bid/contract. Except for the (approximately) \$15,000 for concrete supplied to un-bonded City improvements, all of the Van Horn account is/was secured by liens or bonds. When Van Horn defaulted, the total debt for the account was nearly \$60,000 for concrete supplied to four jobs. As of this date, the debt for concrete that was used on improvements for the City of Jonesboro is all that is unpaid.

The City exists because of laws that create, protect, and empower it. The City in turn imposes laws, ordinances, zoning, and other regulations on people and businesses in the City. Everyone at one time or other would like to ignore certain City laws/regulations that are restrictive, expensive, or inconvenient. But since the City is given to making laws itself; it would seem to be especially incumbent on the City to obey the rules of law. Additionally, the City promotes commerce and the well being of business and is involved in attracting new businesses to the City. Instead, the actions described herein have harmed the business community. By not bonding City contracts, third party vendors may not be paid as with Nettleton. Contractors who cannot purchase a bond may be awarded City contracts at the loss of more qualified, bondable contractors. The business community is harmed by lowering bid qualifications and increasing losses on accounts. The City's actions did not serve and protect the public either. After Van Horn defaulted the City had to pay a higher price for the concrete work required for the contract period.

In summary, Arkansas law provides that contractors, sub-contractors, and material suppliers have security for their labor and materials through the lien law or as a result of bonds being required on public building/improvements. The value of the contracts for concrete work awarded to Van Horn Associates in each of the years 2006 and 2007 are in excess of the dollar amount at which bonding is required by Arkansas law, and therefore, bonding of the contracts for improvements was required. Even though the City had not bonded the improvements, officials had sufficient notice and adequate time to stop payments to Cooper/Van Horn. A total of \$33,899 was paid after notice was given to the City. After the payments were made, Nettleton was prevented from going to court to attach the money owed by the City to Cooper/Van Horn. The City acted in complete disregard for the City's responsibility to protect the business community and more specifically failing to protect those doing business with the City. City officials should have been aware that Van Horn Associates was having trouble; as evidenced by the default of the company. Nettleton relied on paragraph 9. C., "Conditions of Bidding" contained in the "Invitation to Bid" issued by the City of Jonesboro that requires a performance bond as a condition of bidding and the knowledge that the Arkansas Code requires bonding of public construction/improvements. The City should obey the law just as it enacts and enforces laws on others. The City failed to protect the public interest as well as private interest. Morally, ethically, and legally the City of Jonesboro is responsible for Nettleton's losses on this account. We ask the City to pay the amount of the account \$22,017.49 less any amount that may be paid by the bonding company.

Please respond within 10 business days from the receipt of this letter.

Sincerely,

G. Dwayne Winters

cc: Tony Thomas

Enclosures: 26

Arkansas code 17-25-101; 18-44-101; 18-44-503, 3 pages

Arkansas Contractors Licensing Board; Finding of Fact, Conclusions of Law and Order; Investigative Report, 2 pages

Associated Engineering & Testing, letter of March 14, 2006, with Phase II tabulations, 2 pages

Bid 2001:10, executed 2/28/2001, 4 pages, Invitation to Bid, Unit Prices, Talley Sheet, Payments for 4 months to "Brand" and "Barber"

Bid 2006:10, executed 2/18/2006, 3 pages, Invitation to bid, Conditions of Bidding, Total

Bid 2007:02, executed 1/10/07, 4 pages, Invitation to Bid, Conditions of Bidding, Unit prices

Copy of E-mail from Tony Thomas, April 16, 2007

Copy of E-mail between Tony Thomas & Dwayne Winters, 2 pages

City of Jonesboro, Purchase orders #0036611, paid April 10th, \$10,892

Van Horn Invoice #39161, 4/5/2007, \$11,205.

City of Jonesboro, Purchase Order #00037278, paid April 10th, \$14,413

Van Horn Invoice #39161, 4/20/2007, \$8,594

City of Jonesboro, Purchase Order #00037319, paid April 25th, \$8,594

17-25-101. Definition.

(a)(1) As used in this chapter, unless the context otherwise requires, "contractor" means any person, firm, partnership, copartnership, association, corporation, or other organization, or any combination thereof, who, for a fixed price, commission, fee, or wage, attempts to or submits a bid to construct, or contracts or undertakes to construct, or assumes charge, in a supervisory capacity or otherwise, or manages the construction, erection, alteration, or repair, or has or have constructed, erected, altered, or repaired, under his or her, their, or its direction, any building, apartment, condominium, highway, sewer, utility, grading, or any other improvement or structure on public or private property for lease, rent, resale, public access, or similar purpose, except single-family residences, when the cost of the work to be done, or done, in the State of Arkansas by the contractor, including, but not limited to, labor and materials, is twenty thousand dollars (\$20,000) or more.

(2) However, when a person or entity acts as a contractor in the construction, erection, alteration, or repair of his or her own or its own property, such action shall not result in the person or entity being required to obtain a license, but the person or entity must comply with all other provisions of this subchapter.

(b) However, the twenty-thousand-dollar (\$20,000) exception shall not apply to any project of construction in which any of the construction work necessary to complete the project, except any in-progress change orders, is divided into separate contracts of amounts less than twenty thousand dollars (\$20,000), a purpose being to circumvent the provisions of this chapter.

(c) It is the intention of this definition to include all improvements or structures, excepting only single-family residences.

(d) Materials purchased by a prime contractor from a third party shall not be considered as part of the subcontractor's project if the prime contractor has the proper classification listed on a current contractor's license for the work being performed by the subcontractor. Materials purchased by a person or entity acting as a contractor in the construction, erection, alteration, or repair of his or her own or its own property from a third party shall not be considered as a part of the subcontractor's project, provided that the subcontract is for wood framing, shingle roofing, painting, floor covering, or concrete labor.

History. Acts 1965, No. 150, § 1; 1967, No. 142, § 1; 1971, No. 397, § 1; 1977, No. 684, § 1; 1979, No. 1020, § 1; 1985, No. 180, § 1; A.S.A. 1947, § 71-701; Acts 1987, No. 495, § 1; 1989, No. 26, § 1; 1995, No. 553, § 1; 1999, No. 1358, § 1.

18-44-101. Liens on buildings, land, or boats.

(a) Every contractor, subcontractor, or material supplier as defined in § 18-44-107 who supplies labor, services, material, fixtures, engines, boilers, or machinery in the construction or repair of an improvement to real estate, or any boat or vessel of any kind, by virtue of a contract with the owner, proprietor, contractor, or subcontractor, or agent thereof, upon complying with the provisions of this subchapter, shall have, to secure payment, a lien upon the improvement and on up to one (1) acre of land upon which the improvement is situated, or to the extent of any number of acres of land upon which work has been done or improvements erected or repaired.

(b) If the improvement is to any boat or vessel, then the lien shall be upon the boat or vessel to secure the payment for labor done or materials, fixtures, engines, boilers, or machinery furnished.

History. Acts 1895, No. 146, § 1, p. 217; C. & M. Dig., § 6906; Acts 1923, No. 563, § 1; Pope's Dig., § 8865; Acts 1969, No. 112, § 1; A.S.A. 1947, § 51-601; Acts 1995, No. 1298, § 1.

18-44-503. Public buildings and improvements.

(a) No contract in any sum exceeding twenty thousand dollars (\$20,000) providing for the repair, alteration, or erection of any public building, public structure, or public improvement shall be entered into by the State of Arkansas or any subdivision thereof, by any county, municipality, school district, or other local taxing unit, or by any agency of any of the foregoing, unless the contractor shall furnish to the party letting the contract a bond in a sum equal to the amount of the contract.

(b) All persons, firms, associations, and corporations who have valid claims against the bond may bring an action on the bond against the corporate surety, provided that no action shall be brought on the bond after twelve (12) months from the date on which the Arkansas Building Authority or institutions exempt from construction review and approval by the authority approve final payment on the state contract, nor shall any action be brought outside the State of Arkansas.

History. Acts 1953, No. 351, § 1; 1957, No. 209, § 1; 1969, No. 468, § 1; 1979, No. 539, § 1; A.S.A. 1947, § 51-632; Acts 1987, No. 757, § 1; 2001, No. 961, § 2.

**BEFORE THE CONTRACTORS LICENSING BOARD
STATE OF ARKANSAS**

ARKANSAS CONTRACTORS LICENSING BOARD

PETITIONER

vs.

**FRED BARNETT, D/B/A BARNETT CONCRETE
JONESBORO, AR**

RESPONDENT

**FINDINGS OF FACT,
CONCLUSIONS OF LAW AND ORDER**

A hearing on the above captioned matter was held before the Arkansas Contractors Licensing Board on March 8, 2002, at the Board's offices at 621 East Capitol, Little Rock, Arkansas.

Respondent, Fred Barnett, d/b/a Barnett Concrete was properly notified by certified mail and did not appear. The Board was represented by Gregory L. Crow, Attorney. Dewey Watson served as Hearing Officer. From testimony and other evidence presented the Board makes the following findings of fact and conclusion of law.

FINDINGS OF FACT

1. Fred Barnett, d/b/a Barnett Concrete has undertaken the position of contractor as defined in Section 17-25-101 (Act 150 of 1965 as amended) and Section 17-25-401 (Act 162 of 1987 as amended), City Concrete Contract in Jonesboro, AR.
2. Fred Barnett, d/b/a Barnett Concrete is not licensed by the Contractors Licensing Board.
3. Fred Barnett, d/b/a Barnett Concrete has failed to maintain a \$10,000.00 surety bond or cash bond while working as a contractor.

CONCLUSIONS OF LAW

Fred Barnett, d/b/a Barnett Concrete is guilty of violating Section 17-25-103, Act 160 of 1966, as amended. (See Act 180 of 1985.)

Fred Barnett, d/b/a Barnett Concrete is guilty of violating Section 17-25-408 for failing to comply with the bonding requirements as set out in Section 17-25-404. (See Act 162 of 1987.)

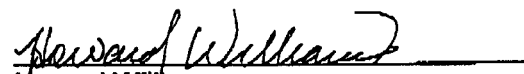
ORDER

The Board voted unanimously that Fred Barnett, d/b/a Barnett Concrete shall pay a civil penalty of \$16,204.00 for Act 150; \$16,204 for Act 162 as amended for a total of \$32,408.00 to the Board, payable within five (5) days of receipt of this Order and refrain from bidding on or performing work on any projects in excess of \$20,000.00 prior to being licensed with the Contractors Licensing Board and obtaining a \$10,000.00 surety bond or cash bond as required by Ark. Code Ann. § 17-25-401, et seq..

Further the Board voted unanimously that Fred Barnett, d/b/a Barnett Concrete shall abate any work in Arkansas that required a contractors license.

DONE AND SO ORDERED this 8th day of March, 2002.

CONTRACTORS LICENSING BOARD


Howard Williams
Administrator

Violations

ID #: 10903

Violation #: 3291

Name: Barnett Concrete

City: Jonesboro

DBA: Fred Barnett

Address: 303 Daybreak Dr

State: AR

Zip: 72401

Contact: Fred Barnett

Work For: Brand's Custom Hauling, LLC

Proj: City Concrete Contract

Loc: Jonesboro Craighead

Contr Amt: \$540,147.00

162 Cases:	1051	Investigator:	John Fowlkes
Hearing Date:	03/08/2002	Contr Type:	Sub
Photos?:	No	Aid/Abet?:	No
Gen Ltr?:	No		

Complied?: No

Complied Date:

Hearing Status:	N	Violation?:	
Settlement Short Name:			
Order:			
Order Amt:	\$0.00	Adjusted Amt:	\$0.00
Suspend To:			

Dep Date:

Dep Amt: \$0.00

Cld/Cash:

Letter Status:

1st Letter Date:

Final Letter Date:

Atty Letter Date:

Comments:

Investigative Report:

On January 15, 2002 I stopped by the office of Brand's Custom Hauling of Bono, AR where I visited with Barbara Owens, the office manager for Brand's Custom Hauling. I discussed with her the use of subcontractors on the city contract for the year. She stated to me that they only had one subcontractor and that was Fred Barnett, d/b/a Barnett Concrete. I asked her to provide me with all of the information that she had at that time on Barnett Concrete. I was provided with a copy of the city contract for concrete work for the year. I was also provided with copies of a 1099 for the year 2001 to Fred Barnett along with an agreement between Fred Barnett, d/b/a Barnett Concrete and Brand's Custom Hauling, LLC. After receiving this information a notice of failure to comply with Act 162 was then issued. After reviewing all of the information and finding the dollar amount for Fred Barnett, d/b/a Barnett Concrete to exceed the threshold of the Contractors Licensing Law a notice of hearing was issued.

EXHIBITS:

- Notice of Hearing
- City Bid
- 1099
- Work Agreement
- Failure to Comply with Act 162 Notice
- Copy of Board Print Out of Previous Violation

Phase II

Unit	Quantity	Meadows Construction		Van Horn Associates		Engineer Estimate	
		Unit Price	Total	Unit Price	Total	Unit Price	Total
Site Preparation	L.S. 100%	\$ 18,000.00	\$ 18,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00
R/D Sidewalk/Driveway	S.Y. 909	\$ 18.00	\$ 16,362.00	\$ 9.00	\$ 8,181.00	\$ 9.00	\$ 8,181.00
R/D Curb and Gutter	L.F. 355	\$ 4.00	\$ 1,420.00	\$ 3.00	\$ 1,065.00	\$ 5.00	\$ 1,775.00
Unclassified Excavation	L.S. 100%	\$ 22,000.00	\$ 22,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00
Aggregate Base Course	Tons 41	\$ 30.00	\$ 1,230.00	\$ 40.00	\$ 1,640.00	\$ 20.00	\$ 820.00
6" Concrete Driveway	S.Y. 456	\$ 45.00	\$ 20,520.00	\$ 49.00	\$ 22,344.00	\$ 50.00	\$ 22,800.00
6" Parking Repair	S.Y. 129	\$ 65.00	\$ 8,385.00	\$ 49.00	\$ 6,321.00	\$ 40.00	\$ 5,160.00
6" Driveway Repair	S.Y. 91	\$ 65.00	\$ 5,915.00	\$ 49.00	\$ 4,459.00	\$ 40.00	\$ 3,640.00
4" Concrete Driveway Repair	S.Y. 107	\$ 51.00	\$ 5,457.00	\$ 36.00	\$ 3,852.00	\$ 50.00	\$ 5,350.00
Concrete Curb and Gutter	L.F. 763	\$ 12.00	\$ 9,156.00	\$ 12.00	\$ 9,156.00	\$ 25.00	\$ 19,075.00
4" Concrete Sidewalk	S.Y. 798	\$ 41.00	\$ 32,718.00	\$ 34.00	\$ 27,132.00	\$ 27.25	\$ 21,745.50
Solid Sodding	S.Y. 167	\$ 5.00	\$ 835.00	\$ 20.00	\$ 3,340.00	\$ 5.00	\$ 835.00
Traffic Control/Safety	L.S. 100%	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00
Access Ramps	S.Y. 143	\$ 218.00	\$ 31,174.00	\$ 200.00	\$ 28,600.00	\$ 50.00	\$ 7,150.00
Cleanup	L.S. 100%	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00
Roadway Construction Control	L.S. 100%	\$ 7,500.00	\$ 7,500.00	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00
Relocate Power Pole - Church	EA 1	\$ 6,000.00	\$ 6,000.00	\$ 7,500.00	\$ 7,500.00	\$ 1,000.00	\$ 1,000.00
Remove/Dispose Signs	EA 1	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Total Bid Amount			\$ 199,672.00		\$ 139,590.00		\$ 115,531.50

Associated Engineering and Testing, LLC

P.O. Box 1462 - Jonesboro, AR 72403 - Phone (870) 932-3594 - FAX (870) 935-1263

March 14, 2006

The Honorable Doug Formon
Mayor of Jonesboro
P.O. Box 1845
Jonesboro, Arkansas 72403-1845

Re: Job No. 100627
F.A.P. STPE-ENHN(382)
Jonesboro Downtown Enhancements Phase II
(ATEP-02) (S)

Dear Mayor Formon:

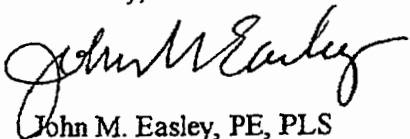
The bid opening for the Phase II – Downtown Sidewalks project was conducted on February 20, 2006 with two firms submitting bids. Van Horn Associates submitted the apparent low bid of \$ 139,590.00 and Meadows Construction submitting the next higher bid of \$ 199,672.00.

The estimate for the Phase II project was \$ 115,531.00. After reviewing the bid tabs, the price for the access ramps was higher than expected. The estimate of \$ 50.00 S.Y. was based on prices submitted in the Phase I work. These prices ranged from \$ 20.00 S.Y. to \$ 180.00 S.Y.. Van Horn Associates priced the access ramps at \$ 200.00 S.Y. and Meadows Construction priced them at \$ 218.00 S.Y.. The remainder of the bid items is within the expected price ranges. I recommend that the City of Jonesboro accept the bid of Van Horn Associates to perform the Phase II work with the concurrence of the Arkansas Highway and Transportation Department. This will also need to be approved by the City Council.

As you know, the total available grant money for Phase II is \$ 110,849.97 (\$88,479.98 Federal Aid and \$22,169.99 City of Jonesboro). The amount above this limit will be paid by the City of Jonesboro.

If you have any questions or comments, please contact me at you convenience.

Sincerely,



John M. Easley, PE, PLS
Associated Engineering and Testing, LLC

**City of Jonesboro
Invitation to Bid - Not an Order**

P.O. Box 1845
515 West Washington Ave.

Purchasing Office

Bid No. 2000:10

Jonesboro, Arkansas 72403

Date February 12, 2001

Sealed bids, subject to the conditions on the reverse hereof, and as may be attached hereto, will be received at this office until 2:00pm Wed, Feb 28, 2001 and then publicly opened, for furnishing the supplies, materials and/or services as described below and tabulated for presentation to the City Council on March 5, 2001.

F.O.B. Job Site
Maximum Delivery or completion time after issuance of Purchase Order or work ordered by the City n/a days.

By: **Steve A. Kent**
Purchasing Agent
(870)932-0740

Item #	Description	Quantity	Unit	Unit Price	Amount
	<p>Specifications for installing and/or replacing sidewalks, curb and gutter, driveways, stamped or imprinted concrete and ditch paving.</p> <p>There are 2 (two) pages (front and back) to this bid. All pages must be returned as a complete bid.</p> <p>Bid <u>must</u> be signed or bid will be rejected.</p> <p>Bid number (2001:10) <u>must</u> be annotated on bidder's envelope.</p> <p>The City of Jonesboro reserves the right to accept or reject any or all or any part of any bid received.</p> <p>All prices shall be stated in the provided blank in specifications.</p> <p>Prices shall remain in effect from April 1, 2001 to April 1, 2002 excluding Handicap ramps. Concrete stamping/Imprinted concrete paving which shall be in effect from award to April 1, 2002.</p> <p>Bidder shall submit a copy of their Arkansas State Contractor's License to qualify for award of this bid. License required.</p> <p>After proper curing, successful bidder shall remove forms and shall backfill to existing grades and shall clean up area.</p> <p>The City of Jonesboro shall furnish concrete, fill sand, and backfill dirt.</p> <p>Successful bidder shall comply with City of Jonesboro standard specifications for sidewalks. Where sidewalks intersect with streets and/or driveways shall comply with American Disabilities Act Guidelines.</p>				
	Cash Discounts _____ % _____ Days				

Execution of Bid

Date 2-28-2001

We, the undersigned, have read all the requirements set forth in this bid proposal including specification, instructions, conditions and pertinent information regarding the articles being bid on, and we agree to furnish articles at the prices stated.

Arkansas Use Tax Register No. 71-0827239 Phone # (870) 935-9344

Bidder Brand Custom Hauling LLC Address 692 CR III

By Melan Brand Brand Custom Hauling LLC City BONO, AR. 72416
(Person Authorized to Sign Bids) (Title)

Unsigned Bids Will Be Rejected

**Bids number MUST be annotated on Bidder's envelope.
Bids are subject to rejection unless submitted on this form.**

BRAND A

Successful bidder, after utility locations, shall furnish labor and equipment to remove and dispose of existing sidewalk and to form, pour and finish sidewalk.

250 sq ft or less, price per sq ft \$ 2.20
251 sq ft or more price per sq ft \$ 1.50

Successful bidder, after utility locations, shall furnish labor and equipment to excavate, form pour and finish new sidewalk.

250 sq ft or less, price per sq ft \$ 1.80
251 sq ft or more, price per sq ft \$ 1.40

Successful bidder, after utility locations, shall furnish labor and equipment to remove and dispose of existing curb & gutter and to form, pour and finish curb and gutter.

50 LF or less, price per Ln Ft \$ 8.50
51 LF or more, price per Ln Ft \$ 6.40

Successful bidder, after utility locations, shall furnish labor and equipment to excavate, form, pour and finish new curb and gutter.

50 LF or less, price per Ln Ft \$ 7.50
51 LF or more, price per Ln Ft \$ 5.20

Successful bidder, after utility locations, shall furnish labor and equipment to remove and dispose of existing driveway and to form, pour and finish driveway.

250 sq ft or less, price per sq ft \$ 2.00
251 sq ft or more, price per sq ft \$ 1.40

Successful bidder, after utility locations, shall furnish labor and equipment to excavate, form, pour and finish new driveway.

250 sq ft or less, price per sq ft \$ 2.00
251 sq ft or more, price per sq ft \$ 1.25

Successful bidder, after utility locations, shall furnish labor and equipment to excavate, form, pour and finish Stamped or Imprinted concrete.

Price per sq ft Natural \$ 1.68
Price per sq ft with Color \$ 1.78

Successful bidder, after utility locations, shall furnish labor and equipment to excavate, form, pour and finish Ditch Paving.

250 sq ft or less, price per sq ft. \$ 2.20
251 sq ft or more, price per sq ft. \$ 1.65

Successful bidder, after utility locations, shall furnish labor and equipment to remove and dispose of existing handicap ramps and to form, pour and finish Handicap ramps meeting ADA specifications.

Price per sq ft \$ 3.40

Successful bidder, after utility locations, shall furnish labor and equipment to excavate, form, pour and finish NEW Handicap ramps meeting ADA specifications.

Price per sq ft \$ 2.95

Special Note!
If No Form Work Required
Deduct .40 Per S.F.

		Barber		Brand	
8/10/00 ck #7139					
Sidewalk replacement	152.00	\$2.05	\$311.60	\$2.20	\$334.40
Sidewalk replacement	236.00	\$2.05	\$483.80	\$2.20	\$519.20
New Sidewalk	358.00	\$1.30	\$465.40	\$1.40	\$501.20
Sidewalk replacement	288.00	\$1.60	\$460.80	\$1.50	\$432.00
Ditch Paving	1,908.00	\$2.00	\$3,816.00	\$1.65	\$3,148.20
Existing curb & gutter	328.00	\$6.50	\$2,132.00	\$6.40	\$2,099.20
12/26/00 ck #8813					
Sidewalk replacement	869.00	\$1.60	\$1,390.40	\$1.50	\$1,303.50
Ditch Paving	2,118.00	\$2.00	\$4,236.00	\$1.65	\$3,494.70
Existing curb & gutter	92.00	\$6.50	\$598.00	\$6.40	\$588.80
6/12/00 ck #6410					
New Sidewalk	440.00	1.30	\$572.00	1.40	\$616.00
Sidewalk replacement	440.00	1.60	\$704.00	1.50	\$660.00
New Sidewalk	465.00	1.30	\$604.50	1.40	\$651.00
Sidewalk replacement	465.00	1.60	\$744.00	1.50	\$697.50
10/10/00 ck #7872					
Ditch Paving	5216.00	2.00	\$10,432.00	1.65	\$8,606.40
Ditch Paving	3124.00	2.00	\$6,248.00	1.65	\$5,154.60
Ditch Paving	784.00	2.00	\$1,568.00	1.65	\$1,293.60
Curb & Gutter new	135.00	4.85	\$654.75	5.20	\$702.00
Curb & Gutter new	177.00	4.52	\$800.04	5.20	\$920.40
New Sidewalk	2640.00	1.30	\$3,432.00	1.40	\$3,696.00
Curb & Gutter new	65.00	6.75	\$438.75	7.50	\$487.50
Old Driveway	408.00	1.45	\$591.60	1.40	\$571.20
Old Driveway	170.00	2.05	\$348.50	2.00	\$340.00
New Sidewalk	2900.00	1.30	\$3,770.00	1.40	\$4,060.00
New Sidewalk	324.00	1.30	\$421.20	1.40	\$453.60
TOTALS			\$45,223.34		\$41,331.00

City of Jonesboro
 Invitation to Bid - Not an Order

P.O. Box 1845
 515 West Washington Ave.

Purchasing Office
 Bid No. 2006:10

Jonesboro, Arkansas 72403
 Date Jan 27, 2006

Sealed bids, subject to the conditions on the reverse hereof, and as may be attached hereto, will be received at this office until 2:00pm Wed, Feb 15, 2005 and then publicly opened, for furnishing the supplies, materials and/or services as described below and tabulated for presentation to the City Council on n/a.

F.O.B. See below
 Maximum Delivery or completion time after issuance of Purchase Order or work ordered by the City see below days.

By: **Steve A. Kent**
 Purchasing Agent
 (870)932-0740

Item #	Description	Quantity	Unit	Unit Price	Amount
	<p>Special project - Specifications for installing Sidewalk Ramps and level landings, curb cuts, sidewalks, curb & gutter, and truncated domes in an area of Jonesboro as listed in this bid and shown on the vicinity map. Bidder may click on www.jonesboro.org for addendums or additional information under Purchasing.</p> <p>There are 6 (six) pages (front and back) to this bid. All pages must be returned as a complete bid.</p> <p>Bid <u>must</u> be signed or bid will be rejected.</p> <p>Bid number (2005:74) <u>must</u> be annotated on bidder's envelope.</p> <p>All prices shall be stated in the provided blank in specifications.</p> <p>Bidder shall submit a copy of their Arkansas State Contractor's License to qualify for award of this bid. License required. Bid will be rejected if not received with this bid.</p> <p>Quantities provided are estimates only and payments will be made on field measurements.</p> <p>After proper curing, successful bidder shall remove forms and shall backfill to finished grades and shall clean all disturbed areas.</p> <p>The Contractor shall furnish concrete, fill sand, backfill soil, expansion, key-ways, and any other materials required for proper installation. Contractor shall perform cleanup of all debris after completion of sections.</p> <p>The contractor shall perform hot and cold weather concreting in accordance with ACI specifications 306.1-90, 306R-88, and 305R-99.</p> <p>The Contractor shall be responsible for all utility locates before each job. Contractor shall also be responsible for any damage done to City and/or private property during project.</p> <p>The Contractor will be responsible for any and all traffic control in work areas.</p> <p>Successful bidder shall comply with City of Jonesboro standard specifications for sidewalks which can be obtained from the City at Bidder's expense. All work shall comply with American Disabilities Act Guidelines (no exceptions). On ramps, the contractor shall use AHTD details WR-1 & WR-2 with field adjustments approved by inspector.</p> <p>The City of Jonesboro reserves the right to accept or reject any or all or any part of any bid received.</p> <p>Contractor shall provide fax number so work order can be provided by the City. All jobs shall be completed within 180 calendar days from Notice to Proceed. Failure to do so shall result in a \$250.00 per day penalty until job is complete.</p> <p>Fax number: <u>870-935-3571</u></p> <p>A bid bond and a performance bond will be required on this job. See page 2 (reverse side) section 9.</p> <p>Payments on jobs shall be made using the City of Jonesboro's bill paying schedule. Successful vendor will submit all completed paperwork to the City using this schedule for payment(s).</p>				
	Cash Discounts _____ % _____ Days				

Execution of Bid

We, the undersigned, have read all the requirements set forth in this bid proposal including specification, instructions, conditions and pertinent information regarding the articles being bid on, and we agree to furnish articles at the prices stated.

Arkansas Use Tax Register No. _____ Phone # (870) 935-3022

Bidder Jeanette Associates Inc Address 119 Falls St
 By [Signature] Principal City Jonesboro
 (Person Authorized to Sign Bids) (Title)

Unsigned Bids Will Be Rejected

Bids number **MUST** be annotated on Bidder's envelope.
 Bids are subject to rejection unless submitted on this form.
Notice to bidders: See reverse side for instructions and conditions.

CITY OF JONESBORO, ARKANSAS

CONDITIONS OF BIDDING

COMPLIANCE WITH THE FOLLOWING CONDITIONS IS NECESSARY FOR CONSIDERATION OF THIS BID:

1. **SIGNATURE** - This bid must be signed with the firm name and by an authorized officer, employee, or agent.
2. **SALES OR USE TAX** - is not to be shown in the bid price (unless otherwise stated) but is to be added by the vendor to the invoice billing to the City. The City is not exempt from Arkansas State Sales & Use Tax. Although Use Tax is not included in this bid, vendors are to register and pay tax direct to the Arkansas State Revenue Department.
3. **FREIGHT & OTHER DELIVERY CHARGES** - to designated City facility in Jonesboro must be included in bid. Charges may not be added after the bid is opened.
4. **DISCOUNTS** - Show rate, total amount, and latest day any discounts will be allowed after receipt of article and invoice, otherwise City will deduct allowed discount when payment is made.
5. **FIRM PRICE** - All prices quoted will remain firm for at least 30 days from date of bid, unless otherwise specified by the City or bidder.
6. **IDENTICAL BIDS** - In the event of two or more identical low bids, the contract may be awarded arbitrarily or for any reason to any of such bidders or split in any proportion between the said two or more bidders at the discretion of City.
7. **LIQUIDATED DAMAGES** - Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on this bid form and/or provided for by the plans and specifications.
8. **AMBIGUITY IN BID** - Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the City.
9. **CONSTRUCTION**
 - A. When noted, the Contractor is to supply the City with evidence of having and maintaining proper and complete insurance, specifically Workman's Compensation Insurance in accordance with the laws of the State of Arkansas, Public Liability and Property Damage. All premiums and cost shall be paid by the Contractor. In no way will the City be responsible in case of accident.
 - B. When noted, a Certified check or bid bond in the amount of 5% of total bid shall accompany bid.
 - C. A performance Bond equaling the total amount of any bid exceeding \$3,000.00 must be provided for any contract for the repair, alteration or erection of any public building, public structure or public improvement (pursuant to Ark. Stat. SS51-632.SS51-565 as amended).
10. The City reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired, and unless otherwise specified by the bidder, to accept any item in the bid. If unit prices and extensions thereof do not coincide, the City may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.
11. **Minority Business Policy** - It is the policy of the City of Jonesboro that minority business enterprises shall have the maximum opportunity to participate in the city purchasing process. Therefore, the City of Jonesboro encourages all minority businesses to compete for, win and receive contracts for goods, services, and construction. The city also encourages all companies to subcontract portions of any city contract to minority business enterprises.

INSTRUCTIONS TO BIDDERS

(PLEASE READ CAREFULLY)

1. Submit bid on bid form on reverse side of this sheet. NO Facsimiles will be accepted.
2. Address all bids to: Purchasing Agent, P.O. Box 1845, Jonesboro, Arkansas 72403-1845 and make certain to indicate identifying bid number on the outside of bidder's envelope.
3. DO NOT include Federal Excise Tax in bid. City will furnish exemption certificate.
4. State Manufacturer, Brand Name, Model, etc for each item bid on.
5. Samples of items, when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will be disposed of by City
6. Bids received after stated time will not be considered.
7. Be sure and read all conditions and verify amounts before submitting bids. No changes or additions will be allowed after submission.
8. Guarantees and warranties should be attached as a part of the bid as they may be a consideration in awarding a contract.
9. Delivery or contract completion time is to be shown, as this date may, where time is of the essence, determine the contract award.
10. Additional information may be obtained from the Purchasing Office.

THE CITY RESERVES THE RIGHT TO ACCEPT PART OR ALL OF ANY SPECIFIC BID OR BIDS AND TO ACCEPT ANY BID WITH OR WITHOUT TRADE-IN. THE CITY FURTHER RESERVES THE RIGHT TO REJECT ALL BIDS, OR PART OR ALL OF ANY SPECIFIC BID OR BIDS.

Click on Purchasing at www.jonesboro.org for any additional information.

Successful bidder shall furnish all labor, equipment, and materials to place and finish sections of work as listed below. All specifications on page one shall apply.

The following amounts are estimates from the job site. All prices shall be figured using these estimates to sum up to a total bid price. The City recognizes that quantities will fluctuate and final measurements will be made upon completion and inspection of each section of work.

ITEM	QUANTITY	UNIT PRICE	ITEM TOTAL
Ramp (Existing)	10,007 sq ft	Unit SF \$ <u>10⁰⁰</u>	Total \$ <u>100,070⁰⁰</u>
Ramp (New)	1,700 sq ft	Unit SF \$ <u>9⁵⁰</u>	Total \$ <u>16,150⁰⁰</u>
Domes (Cast in-place type)	1,908 sq ft	Unit SF \$ <u>25⁰⁰</u>	Total \$ <u>47,700⁰⁰</u>
Curb&Gutter (Existing)	1,432 ln ft	Unit LF \$ <u>11³⁰</u>	Total \$ <u>15,752⁰⁰</u>
Curb&Gutter (New)	270 ln ft	Unit LF \$ <u>10⁰⁰</u>	Total \$ <u>2,700⁰⁰</u>
Sidewalk (Existing)	3,625 sq ft	Unit SF \$ <u>4⁵⁰</u>	Total \$ <u>16,312⁵⁰</u>
Sidewalk (New)	150 sq ft	Unit SF \$ <u>3⁵⁰</u>	Total \$ <u>525⁰⁰</u>

TOTAL PROJECT BID FOR THIS JOB ----- \$ 191,209

199,209⁵⁰

Bidder Add Error

City of Jonesboro
Invitation to Bid - Not an Order
 P.O. Box 1845
 515 West Washington Ave.

Purchasing Office

Jonesboro, Arkansas 72403

Bid No. 2007:02

Date December 22, 2007

Sealed bids, subject to the conditions on the reverse hereof, and as may be attached hereto, will be received at this office until 2:00pm Wed, Jan. 10, 2007 and then publicly opened, for furnishing the supplies, materials and/or services as described below and tabulated for presentation to the City Council on _____.

F.O.B. Job Site
 Maximum Delivery or completion time after issuance of Purchase Order or work ordered by the City see below days.

By: **Steve A. Kent**
 Purchasing Agent
 (870)932-0740

Item #	Description	Quantity	Unit	Unit Price	Amount
	<p>Specifications for installing and/or replacing sidewalks, curb and gutter, driveways, stamped or imprinted concrete, ramps and level landings, truncated domes and sidewalk drains. Bid does not include special projects deemed and declared by the City.</p> <p>There are 4 (four) pages (front and back) to this bid. All pages must be returned as a complete bid.</p> <p>Bid <u>must</u> be signed or bid will be rejected. Bid number (2007:02) <u>must</u> be annotated on bidder's envelope. All prices shall be stated in the provided blank in specifications.</p> <p>Prices shall remain in effect from Jan 1, 2007, or award date, to Dec 31, 2007.</p> <p>Bidder shall submit a copy of their Arkansas State Contractor's License to qualify for award of this bid. License required. Bid will be rejected if not received with this bid. After proper curing, successful bidder shall remove forms and shall backfill to existing grades and shall clean up area. The Contractor shall furnish concrete, fill sand, backfill soil, expansion, key-ways and any other materials required for proper installation. Contractor shall perform cleanup of all debris after completion of sections. The contractor shall perform hot and cold weather concreting in accordance with ACI specifications 306.1-90, 306R-88, and 305R-99. The Contractor shall be responsible for the payment of any and all sub-contractors, supplies and equipment. Under no circumstances shall the City be liable for these costs. The Contractor shall be responsible for all utility locates before each job. The Contractor will be responsible for any and all traffic control work areas. The Contractor shall be responsible for any and all damages made by the Contractor. Under no conditions will the City be responsible once the scope of the job is given. Successful bidder shall comply with City of Jonesboro standard specifications for sidewalks which can be obtained from the City at Bidder's expense. Where sidewalks, curb and gutter, driveways and any concrete or slab intersect with streets and/or driveways, they shall comply with American Disabilities Act Guidelines (no exceptions). On ramps, the contractor shall use AHTD details W-1 & WR-2 with field adjustments approved by inspector. It is expressly understood that the City does not obligate itself to purchase any specific quantity or to make purchases at any specific time. The City of Jonesboro reserves the right to accept or reject any or all or any part of any bid received. Contractor shall provide fax number so work orders can be provided by the City. All jobs shall be completed within the days specified on the receipt of faxed work order. Failure to do so shall result in no payments until job is complete and a per day penalty upon the city's standards.</p> <p>Fax number: <u>870-935-3571</u> Payments on jobs shall be made using the City of Jonesboro's bill paying schedule. Successful vendor will submit all completed paperwork to the City using this schedule for payment.</p> <p>Cash Discount _____ % _____ Days</p>				

Execution of Bid

Date 11/10/07

We, the undersigned, have read all the requirements set forth in this bid proposal including specification, instructions, conditions and pertinent information regarding the articles being bid on, and we agree to furnish articles at the prices stated.

Arkansas Use Tax Register No. _____ Phone # (870) 935-3022

Bidder Van Jones Construction, Inc Address 119 Falls Street

By [Signature] City Jonesboro, AR 72401
 (Person Authorized to Sign Bids) (Title)

Unsigned Bids Will Be Rejected

Bids number **MUST** be annotated on Bidder's envelope.
 Bids are subject to rejection unless submitted on this form.
Notice to bidders: See reverse side for instructions and conditions.

CITY OF JONESBORO, ARKANSAS

CONDITIONS OF BIDDING

COMPLIANCE WITH THE FOLLOWING CONDITIONS IS NECESSARY FOR CONSIDERATION OF THIS BID:

1. **SIGNATURE** - This bid must be signed with the firm name and by an authorized officer, employee, or agent.
2. **SALES OR USE TAX** - is not to be shown in the bid price (unless otherwise stated) but is to be added by the vendor to the invoice billing to the City. The City is not exempt from Arkansas State Sales & Use Tax. Although Use Tax is not included in this bid, vendors are to register and pay tax direct to the Arkansas State Revenue Department.
3. **FREIGHT & OTHER DELIVERY CHARGES** - to designated City facility in Jonesboro must be included in bid. Charges may not be added after the bid is opened.
4. **DISCOUNTS** - Show rate, total amount, and latest day any discounts will be allowed after receipt of article and invoice, otherwise City will deduct allowed discount when payment is made.
5. **FIRM PRICE** - All prices quoted will remain firm for at least 30 days from date of bid, unless otherwise specified by the City or bidder.
6. **IDENTICAL BIDS** - In the event of two or more identical low bids, the contract may be awarded arbitrarily or for any reason to any of such bidders or split in any proportion between the said two or more bidders at the discretion of City.
7. **LIQUIDATED DAMAGES** - Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on this bid form and/or provided for by the plans and specifications.
8. **AMBIGUITY IN BID** - Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the City.
9. **CONSTRUCTION** -
 - A. When noted, the Contractor is to supply the City with evidence of having and maintaining proper and complete insurance, specifically Workman's Compensation Insurance in accordance with the laws of the State of Arkansas, Public Liability and Property Damage. All premiums and cost shall be paid by the Contractor. In no way will the City be responsible in case of accident.
 - B. When noted, a Certified check or bid bond in the amount of 5% of total bid shall accompany bid.
 - C. A performance Bond equaling the total amount of any bid exceeding \$3,000.00 must be provided for any contract for the repair, alteration or erection of any public building, public structure or public improvement (pursuant to Ark. Stat. SS51-632, SS51-565 as amended.)
10. The City reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired, and unless otherwise specified by the bidder, to accept any item in the bid. If unit prices and extensions thereof do not coincide, the City may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.
11. **Minority Business Policy** - It is the policy of the City of Jonesboro that minority business enterprises shall have the maximum opportunity to participate in the city-purchasing process. Therefore, the City of Jonesboro encourages all minority businesses to compete for, win and receive contracts for goods, services, and construction. The city also encourages all companies to subcontract portions of any city contract to minority business enterprises.

INSTRUCTIONS TO BIDDERS

(PLEASE READ CAREFULLY)

1. Submit bid on bid form on reverse side of this sheet. NO Facsimiles will be accepted.
2. Address all bids to: Purchasing Agent, P.O. Box 1845, Jonesboro, Arkansas 72403-1845 and make certain to indicate identifying bid number on the outside of bidder's envelope.
3. DO NOT include Federal Excise Tax in bid. City will furnish exemption certificate.
4. State Manufacturer, Brand Name, Model, etc. for each item bid on.
5. Samples of items, when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will be disposed of by City.
6. Bids received after stated time will not be considered.
7. Be sure and read all conditions and verify amounts before submitting bids. No changes or additions will be allowed after submission.
8. Guarantees and warranties should be attached as a part of the bid as they may be a consideration in awarding a contract.
9. Delivery or contract completion time is to be shown, as this date may, where time is of the essence, determine the contract award.
10. Additional information may be obtained from the Purchasing Office.

THE CITY RESERVES THE RIGHT TO ACCEPT PART OR ALL OF ANY SPECIFIC BID OR BIDS AND TO ACCEPT ANY BID WITH OR WITHOUT TRADE-IN. THE CITY FURTHER RESERVES THE RIGHT TO REJECT ALL BIDS, OR PART OR ALL OF ANY SPECIFIC BID OR BIDS.

Click on Purchasing at www.jonesboro.org for any additional information.

Successful bidder shall furnish labor, materials and equipment to remove and dispose of existing sidewalk and to form, pour and finish sidewalk.

250 sq ft or less, price per sq ft \$ 4⁵⁰
251 sq ft or more price per sq ft \$ 4⁵⁰

Successful bidder shall furnish labor, materials and equipment to excavate, form pour and finish new sidewalk.

250 sq ft or less, price per sq ft \$ 3⁵⁰
251 sq ft or more, price per sq ft \$ 3⁵⁰

Successful bidder shall furnish labor, materials and equipment to excavate, form pour and finish new sidewalk at cut section 5 ft wide

Price per LF \$ 24⁰⁰

Successful bidder shall furnish labor, materials and equipment to excavate, form pour and finish existing sidewalk at cut section 5 ft wide

Price per LF \$ 24⁰⁰

Successful bidder shall furnish labor, materials and equipment to excavate, remove and dispose, form pour and finish new sidewalk at fill section 5 ft wide

Price per LF \$ 24⁰⁰

Successful bidder shall furnish labor, materials and equipment to excavate, remove and dispose, form pour and finish existing sidewalk at fill section 5 ft wide

Price per LF \$ 24⁰⁰

Successful bidder shall furnish labor, materials and equipment to remove and dispose of existing curb & gutter and to form, pour and finish curb and gutter.

50 LF or less, price per Ln Ft \$ 11⁰⁰
51 LF or more, price per Ln Ft \$ 11⁰⁰

Successful bidder shall furnish labor, materials and equipment to excavate, form, pour and finish new curb and gutter.

50 LF or less, price per Ln Ft \$ 10⁰⁰
51 LF or more, price per Ln Ft \$ 10⁰⁰

Successful bidder shall furnish labor, materials and equipment to remove and dispose of existing driveway and to form, pour and finish driveway.

250 sq ft or less, price per sq ft \$ 5⁰⁰
251 sq ft or more, price per sq ft \$ 5⁰⁰

Successful bidder shall furnish labor, materials and equipment to excavate, form, pour and finish new driveway.

250 sq ft or less, price per sq ft \$ 4²⁵
251 sq ft or more, price per sq ft \$ 4²⁵

Successful bidder shall furnish labor, materials and equipment to remove and dispose of existing handicap ramps and to form, pour and finish Handicap ramps meeting ADA specifications.

Price per sq ft \$ 9⁰⁰

Successful bidder shall furnish labor, materials and equipment to excavate, form, pour and finish **NEW Handicap ramps meeting ADA specifications.** (See attached)

Price per sq ft

\$ 7⁰⁰

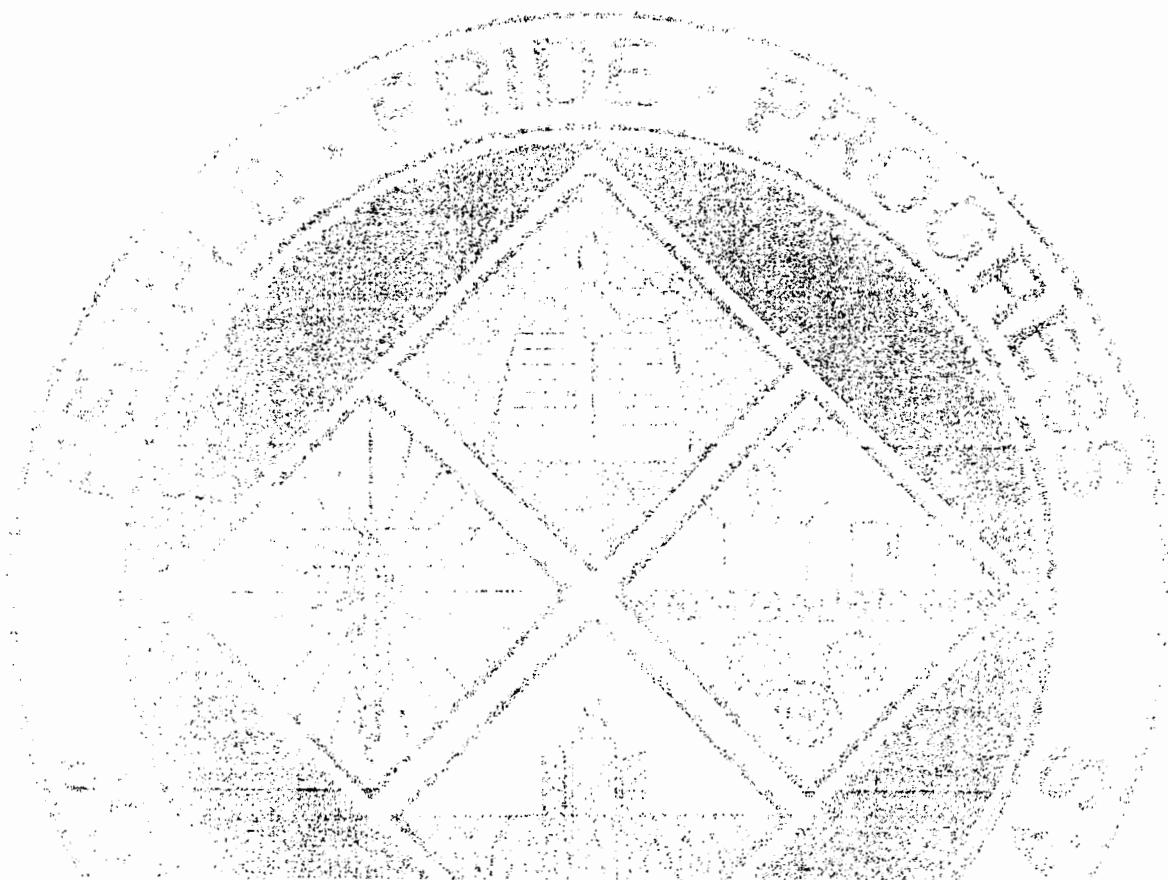
Truncated Domes installed Price per sq ft

\$ 24⁰⁰

Successful bidder shall furnish labor, materials and equipment to excavate, form, pour and finish **Sidewalk Drain** meeting City details.

Price per each

\$ 500⁰⁰



Dwayne Winters

From: Tony Thomas [TThomas@jonesboro.org]
Sent: Monday, April 16, 2007 3:19 PM
To: Dwayne Winters
Subject: FW:

From: Phyllis Vaccari
Sent: Monday, April 16, 2007 1:47 PM
To: Tony Thomas
Subject:

We cannot impose a lien of the proceeds (i. e. put a second name on check) without a Judgment, Writ of Garnishment or some other court order to do so.

You are correct we do not have a dog in this fight.

Phillip

*City Attorneys Office
410 W. Washington Ave.
Ph. 870-932-0917
Fax: 870-933-4628
E-mail: pvaccari@jonesboro.org*

Dwayne Winters

From: Tony Thomas [TThomas@jonesboro.org]
Sent: Wednesday, June 27, 2007 4:03 PM
To: Dwayne Winters
Subject: RE: VAN HORN/ BIDS/CONTRACTS
Follow Up Flag: Follow up
Flag Status: Red

Dewayne:

I have tried to respond as quickly as my schedule allows with the documents you have requested. I have 3 building projects that I am attempting to get off the ground, therefore my schedule is limited at this stage. I state this not to complain or anything, but only to make you aware that my response may not be as immediate as it has in the past.

The Phase I and II projects had to do with the grant project. I know the grant project was done in two phases as money was remaining on the grant after phase 1.

The standard bid for concrete is the Project #2006:10 and the 2nd bid/contract. These are yearly bids that are taken for ALL concrete work that is performed by the city. Traditionally no other projects related to concrete are bid separately due to this annual yearly bid. The only reason that the Sidewalk Enhancement Grant was bid separately is because it was a grant project, otherwise it would have been completed under or annual bid for concrete. I hope that makes sense and if not I am more than willing to sit try to explain further. The work for the ADA improvements are considered a part of the annual yearly bid at this point.

I submitted the final two bills for Van Horn in late February for payment. At the time we dialogued, I assumed that the bills had been paid. They held the retainage (the \$10,000 you reference) on the project for a later payment. We would have held other payments if submitted, but this payment was already in the system and only printed after the fact. It just slipped through what I had set up!

I will make contact with Granite before Friday to stress the need for the company to rectify the situation on the bonded project. We have no influence, but the bond is with the City and I will do what I can to aid the process.

Tony Thomas

From: Dwayne Winters [mailto:dwinters@nettletons.com]
Sent: Tuesday, June 26, 2007 9:05 AM
To: Tony Thomas
Subject: VAN HORN/ BIDS/CONTRACTS

TONY,

I AM LOOKING AT THE INVITATION TO BID/CONTRACT EXECUTED 2/18/06 WITH A GRANITE RE

BOND ATTACHED FOR PROJECT #2006:10. IS THIS BID ONLY FOR THE PHASE 1 ADA? WAS THERE 1 BID/CONTRACT FOR PROJECT #2006:10 AND A SECOND BID/CONTRACT FOR ALL OTHER CONCRETE WORK AWARDED TO COOPER/VAN HORN FOR 2006? AND AGAIN THE SAME QUESTION LOOKING AT THE BID/CONTRACT EXECUTED 1/10/2007 REGARDING PHASE II AHTD #100627 AND ALL OTHER CONCRETE WORK? WHAT BIDS/CONTRACTS DID PHASE II AHTD 100627 OPERATE UNDER?

FROM THE INFORMATION YOU SUPPLIED THIS WEEK; I SEE THAT AT THE TIME WE TALKED ON 3/27/07 THE CITY OWED VAN HORN \$10,892 THAT WAS PAID 4/10/07. WHY WAS THIS AMOUNT PAID AFTER OUR CLAIM WAS MADE KNOWN?

WE HAVE NOTIFIED GRANITE RE OF THE DEFAULT OF \$6000 +, CAN YOU HELP US GET PAID? DOES THE CITY HAVE ANY INFLUENCE WITH GRANITE RE? THERE WILL NOT BE MUCH MONEY LEFT IF WE HAVE TO GO TO COURT TO COLLECT \$6000.

THANKS,

G. Dwayne Winters, President
Nettleton Concrete, Inc.
office/voice mail 870-932-4400 ex 103
e-mail dwinters@nettletons.com
www.nettletons.com
PO Box 2157 or 2020 Watt St.
Jonesboro, AR 72402



City of Jonesboro
 P.O. BOX 1845 (72403)
 515 W. Washington Ave.
 Jonesboro, AR 72401
 (870) 932-0740

PURCHASE ORDER
 No. 00036611

VENDOR:

Van Horn Associates, Inc
 1119 Falls Street

Jonesboro, AR 72401-

SHIP TO:

515 West Washington
 PO Box 1845
 Jonesboro, AR 72403-

BILL TO:

City of Jonesboro
 515 West Washington
 PO Box 1845
 Jonesboro, AR 72403

VENDOR NO.	VENDOR PHONE NUMBER	TERMS	DATE	REQUIRED DELIVERY DATE			
vaho01	() -	0	07/24/2006				
SHIPPING INSTRUCTIONS							
(none)							
ITEM	QTY	U/M	DESCRIPTION	PRD CODE	ACCOUNT	UNIT PRICE	AMOUNT
1	0.00	Each	Downtown sidewalk improvements - 2006:xx CONTRACT		09-888-0500-12	141,590.00	139,590.00

1st pymt 7-25-06 \$25,681.95
 2nd pymt 8-25-06 \$23,585.04
 3rd pymt 1-10-07 \$12,443.66
 4th pymt 1-25-07 \$13,422.87
 5th pymt 2-28-07 \$22,897.95

SUBTOTAL: ~~141,590.00~~
 TAX: 0.00
 SHIPPING: 0.00
 TOTAL: 139,590.00
 10,892.39

PAID APR 10 2007

TAXABLE: No
 CONFIRMING: No
 6th payment 4-10-07 \$10,892.39 (Final)

[Handwritten Signature]

AUTHORIZED SIGNATURE

SPECIAL INSTRUCTIONS:

IMPORTANT: OUR ORDER NUMBER MUST APPEAR ON EVERY INVOICE AND PACKAGE

This order is given upon the representation and guaranty of the manufacturer or seller that no breach of any State or Federal Law or Regulation has occurred in connection with the manufacturing, processing, branding, labeling or transportation of the merchandise herein mentioned. If such breach occurs or is charged by any legally constituted State or Federal authority, the buyer shall be entitled to rescind the order and return the unused merchandise and shall also be held harmless by the manufacturer or seller against any penalty incurred and/or the cost of defense of any proceeding designed to penalize the buyer therefor.

Vah Horn Associates, Inc.
 1119 Falls Street
 Jonesboro, Arkansas 72401
 870-935-3022 fax 870-935-3571

Invoice No. 39161

INVOICE

Customer		Date	4/5/2007
Name	City of Jonesboro	Order No.	
Address	1624 Strawfloor Drive P.O. Box 1845	Rep	
City	Jonesboro State AR ZIP 72403-1845	FOB	
Phone			

Qty	Description	Unit Price	TOTAL
25	Existing Sidewalk (All)	\$4.50	\$112.50
83.2	Existing Ramps (Stallings & Dana)	\$9.00	\$748.80
120	Domes (All)	\$24.00	\$2,880.00
118.75	Existing Curb (Stallings & Dana)	\$11.00	\$1,306.25
649.2	New Ramps (All) Stallings, Dana, Glendale, Tony, Prim	\$7.00	\$4,544.40
0	Existing Sidewalk (Primrose & Glendale)	\$4.50	\$0.00
10.075	Existing Ramps (Primrose & Glendale)	\$9.00	\$90.68
0	Domes (Primrose & Glendale)	\$24.00	\$0.00
0	Existing Curb (Primrose & Glendale)	\$11.00	\$0.00
0	New Ramps (Primrose & Glendale)	\$7.00	\$0.00
0	Existing Sidewalk (Tony & Stallings)	\$4.50	\$0.00
52.8	Existing Ramps (Tony & Stallings) ✓	\$9.00	\$475.20
0	Domes (Tony & Stallings)	\$24.00	\$0.00
0	Existing Curb (Tony & Stallings)	\$11.00	\$0.00
0	New Ramps (Tony & Stallings)	\$7.00	\$0.00
116.4	Existing Ramps (Primrose & Oakdale) ✓	\$9.00	\$1,047.60
0	New Ramps (Primrose & Oakdale)	\$7.00	\$0.00
	SubTotal		\$11,205.43
	Shipping & Handling		\$0.00
	Taxes		\$0.00
	TOTAL		\$11,205.43

Office Use Only



City of Jonesboro
 P.O. BOX 1845 (72403)
 515 W. Washington Ave.
 Jonesboro, AR 72401
 (870) 932-0740

PURCHASE ORDER
 No. 00037278

APR 09 2007

VENDOR:

Cooper Construction Co, Inc.
 1119 Falls Street
 Jonesboro, AR 72401-

SHIP TO:

515 West Washington
 PO Box 1845
 Jonesboro, AR 72403-

BILL TO:

City of Jonesboro
 515 West Washington
 PO Box 1845
 Jonesboro, AR 72403

VENDOR NO.	VENDOR PHONE NUMBER	TERMS	DATE	REQUIRED DELIVERY DATE			
coco02	(870) 935-3022	0	04/05/2007				
SHIPPING INSTRUCTIONS							
(none)							
ITEM	QTY	U/M	DESCRIPTION	PRD CODE	ACCOUNT	UNIT PRICE	AMOUNT
1	1.00	Each	March Purchases		07-100-0187-00	0.0000	0.00

SUBTOTAL 14,413.68 0.00
 TAX: 0.00
 SHIPPING: 0.00
 TOTAL 14,413.68 0.00

TAXABLE: No
 CONFIRMING: No

APR 10 PAID

Handwritten Signature

AUTHORIZED SIGNATURE

SPECIAL INSTRUCTIONS:

IMPORTANT: OUR ORDER NUMBER MUST APPEAR ON EVERY INVOICE AND PACKAGE

This order is given upon the representation and guaranty of the manufacturer or seller that no breach of any State or Federal Law or Regulation has occurred in connection with the manufacturing, processing, branding, labeling or transportation of the merchandise herein mentioned. If such breach occurs or is charged by any legally constituted State or Federal authority, the buyer shall be entitled to rescind the order and return the unused merchandise and shall also be held harmless by the manufacturer or seller against any penalty incurred and/or the cost of defense of any proceeding designed to penalize the buyer therefor.

Van Horn Associates, Inc.
 1119 Falls Street
 Jonesboro, Arkansas 72401
 870-935-3022 fax 870-935-3571

Invoice No. 39161

INVOICE

Customer

Name	City of Jonesboro			Date	4/20/2007
Address	1624 Strawfloor Drive P.O. Box 1845			Order No.	
City	Jonesboro	State	AR	Rep	
Phone		ZIP	72403-1845	FOB	

Qty	Description	Unit Price	TOTAL
279.3	Existing Sidewalk (All)	\$4.50	\$1,256.85
164.9	Existing Ramps (All)	\$9.00	\$1,484.10
96	Domes (All)	\$24.00	\$2,304.00
103.96	Existing Curb (All)	\$11.00	\$1,143.56
343.7	New Ramps (All) Stadium, Kingsbury, Brazos, Riggs,	\$7.00	\$2,405.90
Sub Total			\$8,594.41
Shipping & Handling			\$0.00
Taxes			\$0.00
TOTAL			\$8,594.41

APR 25 PAID

Office Use Only

ibvanhorn@cox-internet.com



City of Jonesboro
 P.O. BOX 1845 (72403)
 515 W. Washington Ave.
 Jonesboro, AR 72401
 (870) 932-0740

PURCHASE ORDER
 No. 00037319

VENDOR:

Cooper Construction Co, Inc.
 1119 Falls Street
 Jonesboro, AR 72401-

SHIP TO:

515 West Washington
 PO Box 1845
 Jonesboro, AR 72403-

BILL TO:

City of Jonesboro
 515 West Washington
 PO Box 1845
 Jonesboro, AR 72403

VENDOR NO.	VENDOR PHONE NUMBER	TERMS	DATE	REQUIRED DELIVERY DATE			
COCO02	(870) 935-3022	0	04/23/2007				
SHIPPING INSTRUCTIONS							
(none)							
ITEM	QTY	U/M	DESCRIPTION	PRD CODE	ACCOUNT	UNIT PRICE	AMOUNT
1	1.00	Each	Monthly Purchases sidewalk project		07-100-0187-00	0.0000	0.00
2	1.00	Each			07-100-0187-00	0.0000	0.00

SUBTOTAL: 0.00
 TAX: 0.00
 SHIPPING: 0.00
TOTAL: 8,594.41 0.00

TAXABLE: No
 CONFIRMING: No

APR 25 PAID

Handwritten signature: [Signature]

AUTHORIZED SIGNATURE

SPECIAL INSTRUCTIONS:

IMPORTANT: OUR ORDER NUMBER MUST APPEAR ON EVERY INVOICE AND PACKAGE

This order is given upon the representation and guaranty of the manufacturer or seller that no breach of any State or Federal Law or Regulation has occurred in connection with the manufacturing, processing, branding, labeling or transportation of the merchandise herein mentioned. If such breach occurs or is charged by any legally constituted State or Federal authority, the buyer shall be entitled to rescind the order and return the unused merchandise and shall also be held harmless by the manufacturer or seller against any penalty incurred and/or the cost of defense of any proceeding designed to penalize the buyer therefor.