

**RESOLUTION NO. 2024-15**

**RESOLUTION AUTHORIZING MAYOR TO CONTRACT WITH  
TOMLINSON ASPHALT CO. INC.**

**WHEREAS**, the City of Goshen published a request for bid for work to be performed at the Mill Branch Park North Access; and

**WHEREAS**, the City of Goshen has received sealed bids in response to the request; and

**WHEREAS**, Tomlinson Asphalt Co. Inc. has submitted a bid and it has been determined that their bid is satisfactory and acceptable for the work that is required; and

**WHEREAS**, following the City of Goshen review and approval of the bid of Tomlinson Asphalt Co. Inc. has submitted a proposed contract, a copy of which is attached hereto as Exhibit A, and incorporated herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GOSHEN** that the services to be provided to the City of Goshen by Tomlinson Asphalt Co. Inc. at a proposed total cost of \$259,602.50 is approved; that the Mayor is authorized and directed to execute the contract that is attached hereto as Exhibit A. Said contract shall be incorporated as an attachment to this resolution.

PASSED AND APPROVED THIS 13<sup>th</sup> day of August, 2024.

  
Russell Stroud, Mayor

ATTEST:

  
Marjorie Vaillancourt, Recorder/Treasurer

June 2024

# Bid Documents

Prepared for:

City of Goshen, Arkansas

## Mill Branch Park North Access

**CT JOB NO. 22103600**



**Crafton Tull**

Prepared by:



**Crafton Tull**

300 N College Ave., Suite 300 | Fayetteville, AR 72701 | 479-636-4838 | [www.craftontull.com](http://www.craftontull.com)

GENERAL REQUIREMENTS  
&  
TECHNICAL SPECIFICATIONS  
FOR  
MILL BRANCH PARK NORTH ACCESS  
GOSHEN, AR

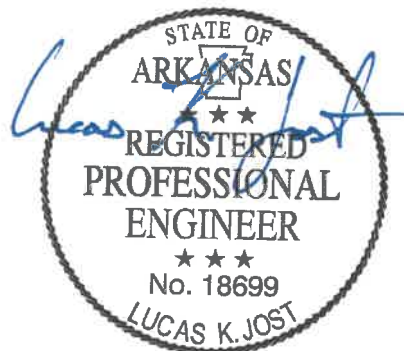
Prepared by:  
Crafton Tull & Associates, Inc.  
Architects, Engineers and Surveyors  
300 N College Ave., Suite 300  
Fayetteville, AR 72701

June 2024

CTA Project No. 22103600

Mill Branch Park North Access  
CTA Job No. 22103600

**PROJECT ENGINEER:**  
Lucas Jost, P.E.  
Crafton, Tull & Associates, Inc.  
300 N College Ave., Ste. 317  
Fayetteville, Arkansas



6/14/2024

Civil Engineer of Record

012000

CONTRACT DOCUMENTS

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CONTRACT DOCUMENTS

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**ADVERTISEMENT FOR BIDS**

City of Goshen, Arkansas  
OWNER

124 Church Street  
ADDRESS

Goshen, Arkansas

Separate sealed bids for the construction of Mill Branch Park North Access will be received by the City of Goshen at Goshen City Hall, 124 Church Street, Goshen, Arkansas until 2:00 p.m. Central Time July 1, 2024, and then read publicly at the City Council Meeting on July 9<sup>th</sup> held at the Goshen Community Building located at 244 Clark Street.

The CONTRACT DOCUMENTS, consisting of Advertisement for Bids, Instruction to Bidders, Bid and Bid Bond, Agreement, General Conditions, Supplementary Conditions, Payment Bond, Performance Bond, Maintenance Bond, Drawings, Specifications, and Addenda, may be obtained by emailing [Luke.Jost@craftontull.com](mailto:Luke.Jost@craftontull.com).

**Bids submitted using SPECIFICATIONS AND CONTRACT DOCUMENTS obtained from any other source will be subject to rejection.**

First Publication June 16, 2024

Second Publication June 23, 2024

## INSTRUCTIONS TO BIDDERS

### 1. **Defined Terms.**

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract, NSPE-ACEC Document EJCDC C-700, (2002 edition), have the meanings assigned to them in the General Conditions. The term, "Successful Bidder", means the lowest, qualified, responsible Bidder to whom the Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

### 2. **Copies of Bidding Documents.**

2.1 Complete sets of the Bidding Documents in the number and or the deposit sum, if any, stated in the Advertisement for Invitation may be obtained from Engineer (unless another issuing office is designated in the Advertisement or Invitation to Bid). The deposit will be refunded to Bidders who submit a bona-fide Bid and returns the Bidding Documents in good condition within ten (10) days after opening of Bids, unless noted otherwise.

2.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 Owner and Engineer, in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

### 3. **Qualifications of Bidders.**

To demonstrate the qualifications to perform the Work, each Bidder must be prepared to submit within five (5) days of Owner's request written evidence of the types set forth in the Supplementary Conditions, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located. Each BID must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. **Examination of Contract Documents and Site.**

4.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may in any manner affect cost, progress, or performance or furnishing of the Work, (c) consider federal, state, and local Laws, and Regulations that may affect cost, progress, or performance or furnishing of the Work; (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.

4.2 Reference is made to the Supplementary Conditions for the identification of:

4.2.1 Those reports of explorations and tests of subsurface physical conditions at the site which have been utilized by Engineer in preparation of the Contract Documents Bidder may rely upon the accuracy of the technical data contained in such reports but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for the purposes of bidding or construction.

4.2.2 Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Facilities) which are at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents Bidder may rely upon the accuracy of the technical data contained in such drawings but not upon the completeness thereof for the purposes of bidding or construction.

Copies of such reports and drawings will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which Bidder is entitled to rely as provided in Paragraphs 4.2.1 and 4.2.2 are incorporated therein by reference. Such technical data has been identified and established in the Supplementary Conditions.

4.3 Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by Owners of such Underground Facilities or others, and Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

- 4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidder on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 4.02 and 4.03 of the General Conditions.
- 4.5 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine his Bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of Contract Documents.
- 4.6 On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of his Bid. Bidder shall fill all holes, clean up, and restore the site to its former condition upon completion of such explorations.
- 4.7 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the work are identified in the Contract Documents.
- All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.
- 4.8 The submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of Work.

5. **Interpretations and Addenda**

5.1 All questions about the meaning or intent of the Contract Documents are to be directed to the Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

6. **Bid Security**

6.1 Each Bid must be accompanied by Bid Security, made payable to Owner, in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a Surety meeting the requirements of Paragraph 5.01 of the General Conditions.

6.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned. If the successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen (15) days of the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh (7<sup>th</sup>) day after the Effective Date of the Agreement or the forty-sixth (46<sup>th</sup>) day after the Bid opening whereupon Bid Security furnished by such Bidder will be returned. Bid Security of Bids, which are not competitive, will be returned within seven (7) days after the Bid opening.

7.1 **Contract Time**

The number of days within which, or the date by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time), are set forth in the Bid form and will be included in the Agreement.

8. **Liquidated Damages**

Provisions for liquidated damages, if any, are set forth in the Agreement.

9. **Substitute or Equal Items**

The Contract, if awarded will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitutes or "or equal" items of material or equipment which may be furnished or used by Contractor if acceptable to Engineer. Application for such acceptance will not be considered by Engineer until after the "effective date of the Agreement". The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in Paragraphs 6.05, and 6.06 and 6.07 of the General Conditions, which may be supplemented in the General Requirements.

10. **Subcontractors, Etc.**

10.1 If the supplementary conditions require the identity of certain Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the effective date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall, within seven (7) days after the Bid opening submit to Owner a list of all Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person and organization, if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, either may, before the Notice of Award is given, request the apparent Successful bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Supplier, other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid Security of any

Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom Owner or Engineer does not make written objection prior to giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

10.2 In contracts where the Contract Price is on the basis of Cost-of-Work Plus Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Owner's written consent.

10.3 No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

11. **Bid Form**

11.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from the Engineer.

11.2 All blanks on the Bid forms must be completed in ink or typewriter. The Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

11.4 Bids by partnership must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

12.

**Submission of Bids**

Bids shall be submitted at the time and place indicated in the Advertisement for Bid, and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder, and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation, "BID ENCLOSED", on the face of it.

13.

**Modification and Withdrawal of Bids**

13.1

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to opening of Bids.

13.2

If, within twenty-four (24) hours after bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

14. **Opening of Bids**

Bids will be opened a. publicly  b. privately

14.1 When Bids are opened publicly, they will be read aloud and an abstract of the amounts of the base Bids and major alternatives (if any) will be made available after the opening of Bids.

14.2 When Bids are opened privately, an abstract of the same information will be made available to Bidders within seven (7) days after the date of Bid opening.

15. **Bids To Remain Open**

All bids shall remain open for forty-five (45) days after the day of the Bid Opening; but Owner may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

16. **Award of Contract**

16.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work, and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder, if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in multiplication of units of work and unit prices will be resolved in favor of unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

16.2 In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates and unit prices, or other data, as may be requested in the Bid Forms or prior to the Notice of Award.

16.3 Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the

operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the work when such data is required to be submitted prior to the Notice of Award.

16.4 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

16.5 If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by the Owner indicates to Owner that the award will be in the best interests of the Project.

16.6 If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within forty-five (45) days after the day of the Bid opening.

17. **Performance and Other Bonds**

Paragraph 5.01 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to Performance and Payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by the required Performance and Payment Bonds.

18. **Signing of Agreement**

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement and all other Contract Documents attached. Within fifteen (15) days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within ten (10) days thereafter, Owner will deliver one (1) fully executed, signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

**BID**

(A) PROJECT IDENTIFICATION: Mill Branch Park North Access

(B) CTA JOB # 22103600

(C) THIS BID IS SUBMITTED TO:  
City of Goshen, 124 Church Steet, Goshen, AR 72735

1. The undersigned **BIDDER** proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. **BIDDER** accepts all of the terms and conditions of the instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for forty-five (45) days after the days of the Bid opening. **BIDDER** will sign the Agreement with the Bonds and other documents required by the Contract Documents within fifteen (15) days after the date of Owner's Notice of Award.
3. In submitting this Bid, **BIDDER** represents, as more fully set forth in the Agreement, that:
  - (a) **BIDDER** has examined copies of all the Contract Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE	NUMBER
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

- (b) **BIDDER** has familiarized himself with the nature and extent of the Contract Documents, Work, site locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (c) **BIDDER** has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and accepts any determination set forth in the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which **BIDDER** is entitled to rely.
- (d) **BIDDER** has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as **BIDDER** considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by **BIDDER** for such purposes.
- (e) **BIDDER** has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities and/or will be required by **BIDDER** in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.04 of the General Conditions.

(f) **BIDDER** has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

(g) **BIDDER** has given **ENGINEER** written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the Written resolution thereof by **ENGINEER** is acceptable to **BIDDER**.

(h) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; **BIDDER** has not directly or indirectly induced or solicited any other **BIDDER** to submit a false or sham Bid; **BIDDER** has not solicited or induced any person, firm, or corporation to refrain from bidding; and **BIDDER** has not sought by collusion to obtain for itself any advantage over any other **BIDDER** or the **OWNER**.

(i) The Base Bid shall include all the work called for on the Plans and in the Specifications.

4. Bidder will complete the work for the following prices:

**BID SCHEDULE:**

<u>Item No.</u>	<u>Spec Section</u>	<u>Item Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Bid Price</u>	<u>Total Bid Amount</u>
1.0	111	ROADWAY CONSTRUCTION CONTROL	1	LS	4,100 <sup>00</sup>	4,100 <sup>00</sup>
		<i>forty one hundred dollars and 00/100</i>				
		UNIT BID PRICE WRITTEN IN WORDS				
		<i>forty one hundred dollars and 00/100</i>				
		TOTAL BID PRICE WRITTEN IN WORDS				
2.0	201	CLEARING AND GRUBBING	1	LS	3,300 <sup>00</sup>	3,300 <sup>00</sup>
		<i>thirty three hundred dollars and 00/100</i>				
		UNIT BID PRICE WRITTEN IN WORDS				
		<i>thirty three hundred dollars and 00/100</i>				
		TOTAL BID PRICE WRITTEN IN WORDS				
3.0	202	EARTHWORK	1	LSUM	78,616 <sup>00</sup>	78,616 <sup>00</sup>
		<i>seventy eight thousand six hundred sixteen dollars and 00/100</i>				
		UNIT BID PRICE WRITTEN IN WORDS				
		<i>seventy eight thousand six hundred sixteen dollars and 00/100</i>				
		TOTAL BID PRICE WRITTEN IN WORDS				
4.0	202	EMBANKMENT - HILLSIDE SELECT MATERIAL	350	CY	35.25	12,337 <sup>50</sup>
		<i>thirty five and 25/100 dollars</i>				
		UNIT BID PRICE WRITTEN IN WORDS				
		<i>thirty five and 25/100 dollars</i>				
		TOTAL BID PRICE WRITTEN IN WORDS				
5.0	204	4" TOPSOIL PLACEMENT (OTHER AREAS)	1,850	SY	6.00	11,100 <sup>00</sup>
		<i>six dollars</i>				
		UNIT BID PRICE WRITTEN IN WORDS				
		<i>six dollars</i>				
		TOTAL BID PRICE WRITTEN IN WORDS				
6.0	401	4" AGGREGATE BASE COURSE	1,730	SY	8.10	14,013 <sup>00</sup>
		<i>eight dollars and 10/100</i>				
		UNIT BID PRICE WRITTEN IN WORDS				
		<i>eight dollars and 10/100</i>				
		TOTAL BID PRICE WRITTEN IN WORDS				

**BID SCHEDULE:**

<b>Item No.</b>	<b>Spec Section</b>	<b>Item Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Unit Bid Price</b>	<b>Total Bid Amount</b>
7.0	503	CONCRETE DRIVEWAY	1,663	SY	72.00	119,736 <sup>00</sup>
		<i>seventy two dollars and no/100</i>				
		UNIT BID PRICE WRITTEN IN WORDS				
		<i>one hundred nineteen thousand seven hundred thirty six dollars and no/100</i>				
		TOTAL BID PRICE WRITTEN IN WORDS				
8.0	505	SEEDING	0.5	AC	3,000.00	1,500 <sup>00</sup>
		<i>three thousand and no/100 dollars</i>				
		UNIT BID PRICE WRITTEN IN WORDS				
		<i>one thousand five hundred and no/100 dollars</i>				
		TOTAL BID PRICE WRITTEN IN WORDS				
9.0	507/508	SIGNING & STRIPING	1	LS	2,200.00	2,200 <sup>00</sup>
		<i>twenty two hundred and no/100 dollars</i>				
		UNIT BID PRICE WRITTEN IN WORDS				
		<i>twenty two hundred and no/100 dollars</i>				
		TOTAL BID PRICE WRITTEN IN WORDS				
10.0	509	EROSION CONTROL	1	LS	3,000.00	3,000 <sup>00</sup>
		<i>three thousand and no/100 dollars</i>				
		UNIT BID PRICE WRITTEN IN WORDS				
		<i>three thousand and no/100 dollars</i>				
		TOTAL BID PRICE WRITTEN IN WORDS				
11.0	511	MOBILIZATION	1	LS	9,700.00	9,700 <sup>00</sup>
		<i>ninety seven hundred and no/100 dollars</i>				
		UNIT BID PRICE WRITTEN IN WORDS				
		<i>ninety seven hundred and no/100 dollars</i>				
		TOTAL BID PRICE WRITTEN IN WORDS				

TOTAL CONTRACT PRICE

two hundred fifty nine thousand six hundred two and 50/100 dollars  
(USE WORDS)  
\$259,602.50  
(USE FIGURES)

5. BIDDER agrees that the Work will be substantially completed within 15 calendar days after the date when the Contract Time commences to run, as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment within 100 calendar days after the date Contract Time commences to run, as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

6. The following documents are attached to and make a condition of this Bid:

- (a) Bid Schedule
- (b) Required Bid Security in the form of:  
5% Bid Bond, 5% Cashier's Check.
- (c) A Tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.
- (d) Required Bidder Qualification Statement with supporting data, if specified.
- (e) Business Relationship Affidavit.
- (f) Noncollusion Affidavit.

7. Communications concerning this Bid shall be addressed to:

Tomlinson ASPHALT Co. Inc  
BIDDER'S NAME  
1411 W. VAN ASCHE, Fay. Ar. 72704  
BIDDER'S ADDRESS  
479-521-3179 (o)  
BIDDER'S PHONE NUMBER

8. The terms used in this Bid, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED ON July 1, 2024.

**AN INDIVIDUAL**

\_\_\_\_\_  
(Individual's Signature)

BY \_\_\_\_\_ (Seal)  
(Individual's Name Typed)

doing business as \_\_\_\_\_

Business Address:  
\_\_\_\_\_  
\_\_\_\_\_

Phone No. \_\_\_\_\_

**A PARTNERSHIP**

BY \_\_\_\_\_ (Seal)  
(Firm Name)

\_\_\_\_\_  
(General Partner's Signature)

\_\_\_\_\_  
(General Partner's Name Typed)

Business address:  
\_\_\_\_\_  
\_\_\_\_\_

Phone No. \_\_\_\_\_

**A CORPORATION**

BY TOMLINSON ASPHALT CO. INC.  
(Corporation Name)  
Arkansas  
(State of Incorporation)

BY Mark Mahaffey  
(Signature of Person Authorized to Sign)  
MARK MAHAFFEY  
(Typed Name of Person Authorized to Sign)  
General Manager / Owner  
(Title)

(Corporate Seal)  
Attest Mary E Tomlinson  
(Secretary)

Business Address: 1411 W. VAN ASBROE, Fayetteville, Ar.  
72704

Phone No.: 479-521-3179

**A JOINT VENTURE**

BY \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Address)

BY \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Address)

THE  
CINCINNATI INSURANCE COMPANY  
CINCINNATI, OHIO

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Tomlinson Asphalt, Co., Inc.

as Principal, hereinafter called the Principal, and THE CINCINNATI INSURANCE COMPANY, 6200 S. Gilmore Road, Fairfield, Ohio 45014-5141, a corporation duly organized under the laws of the State of Ohio, as Surety, hereinafter called the Surety, are held and firmly bound unto City of Goshen, Arkansas

as Oblige, hereinafter called the Oblige, in the sum of Five Percent of Bid

Dollars (\$ 5% of bid ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for  
Mill Branch Park North Access

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

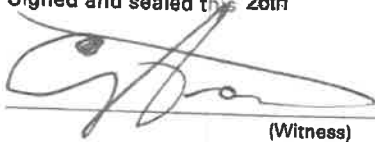
Signed and sealed this 26th day of June

2024

Tomlinson Asphalt, Co., Inc.

(Principal)

(Seal)

  
(Witness)


By:   
MARK MAHAFFEY General Manager

THE CINCINNATI INSURANCE COMPANY

(Surety)

(Seal)

  
(Witness)

By:   
Todd Easterling Attorney-in-Fact

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, February 1970 Edition.

THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Adrian W. Luttrell; Mike A. Luttrell; Steven W. Hutchins; Todd Easterling; William Scott Whittenberg and/or David Dyer

of Springdale, Arkansas

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to Fifteen Million and No/100 Dollars (\$15,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO )SS:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

*Stephen A. Justice*

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



*Keith Collett*

Keith Collett, Attorney at Law  
Notary Public - State of Ohio  
My commission has no expiration date.  
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 26th day of June, 2024.



*Ed H.*

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto City of Goshen \_\_\_\_\_, as Owner in the penal sum of \_\_\_\_\_ or the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The Condition of the above obligation is such that whereas the Principal has submitted to City of Goshen a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the \_\_\_\_\_  
Mill Branch Park North Access

**NOW THEREFORE,**

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bid for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respect perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

**IN WITNESS WHEREOF**, the principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
Principal (L.S.)

\_\_\_\_\_  
Surety

BY: \_\_\_\_\_

**IMPORTANT** - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**AGREEMENT**

This **AGREEMENT** is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ by and between \_\_\_\_\_ City of Goshen, Arkansas \_\_\_\_\_ (hereinafter called **OWNER**) and (hereinafter called **CONTRACTOR**). **OWNER** and **CONTRACTOR**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1. WORK**

**CONTRACTOR** shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

\_\_\_\_\_ Mill Branch Park North Access \_\_\_\_\_

The Project for which the work under the Contract Documents may be the whole or only a part is generally described as follows:

\_\_\_\_\_ Mill Branch Park North Access \_\_\_\_\_

**ARTICLE 2. ENGINEER**

The Project has been designed by \_\_\_\_\_ Crafton Tull \_\_\_\_\_ who is hereinafter called **ENGINEER** and who will assume all duties and responsibilities and will have the rights and authority assigned to **ENGINEER** in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**ARTICLE 3. CONTRACT TIME**

3.1 The Work will be substantially completed within 75 days after the date when the Contract Time commences to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 100 days after the date when the Contract Time commences to run.

3.2 Liquidated Damages. **OWNER** and **CONTRACTOR** recognize that time is of the essence of this Agreement and that **OWNER** will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph 3.1 above in accordance with Paragraph 14.04 of the General Conditions plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by **OWNER** if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, **OWNER** and

**CONTRACTOR** agree that as liquidated damages for delay (but not as a penalty) **CONTRACTOR** shall pay **OWNER** One-Hundred Dollars (\$100) for each day that expires after the time specified in Paragraph 3.1 for substantial completion until the Work is substantially complete.

#### **ARTICLE 4. CONTRACT PRICE**

4.1 **OWNER** shall pay **CONTRACTOR** for performance of the work in accordance with Contract Documents in current funds as follows:

According to Bid Schedule pages CD-14 to CD-15, inclusive.

#### **ARTICLE 5. PAYMENT PROCEDURES**

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions and Division 1 of the Technical Specifications. Applications for Payment will be processed by **ENGINEER** as provided in the General Conditions.

5.1 **Progress Payments.** **OWNER** shall make progress payments on account of the Contract Price on the basis of **CONTRACTOR'S** Applications for Payment as recommended by **ENGINEER**, on or about the tenth (10<sup>th</sup>) days of each month during construction as provided below. All progress payments will be on the basis of the Work measured by the schedule of values established in Paragraph 2.07 of the General Conditions.

5.1.1 Prior to Substantial completion, progress payments will be made in an amount equal to: The percentage indicated below, but in each case, less the aggregate of payments previously made and less such amounts as **ENGINEER** shall determine, or **OWNER** may withhold, in accordance with Paragraph 14.02 of the General Conditions - 90% of Work Completed. If Work has been 50% completed as determined by **ENGINEER**, and if the character and progress of the Work have been satisfactory to **OWNER** and **ENGINEER**, **OWNER** and **ENGINEER** may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed. One hundred percent of materials and equipment not incorporated in the Work, but delivered, suitably stored and accompanied by documentation satisfactory to **OWNER** as provided in Paragraph 14.02 of the General Conditions.

5.1.2 Upon Substantial Completion, progress payments will be made in an amount sufficient to increase total payments to **CONTRACTOR** to 95% of the Contract Price, less such amounts as **ENGINEER** shall determine or **OWNER** may withhold, in accordance with Paragraph 14.02 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, **OWNER** shall pay the remainder of the Contract Price as recommended by **ENGINEER** as provided in said Paragraph 14.07.

#### **ARTICLE 6. INTEREST**

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

#### **ARTICLE 7. CONTRACTOR'S REPRESENTATIONS**

In order to induce **OWNER** to enter into this Agreement, **CONTRACTOR** makes the following representations:

- 7.1 **CONTRACTOR** has familiarized himself with the nature and extent of the Contract Documents, work, site, locality, and with all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 7.2 **CONTRACTOR** has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions and accepts any determination set forth in the Supplementary Conditions, of the extent of the technical data obtained in such reports and drawings upon which **CONTRACTOR** is entitled to reply.
- 7.3 **CONTRACTOR** has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as **CONTRACTOR** considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.02 of the General Conditions; and no additional examinations,

investigations, explorations, tests, reports, studies or similar information or data are or will be required by **CONTRACTOR** for such purpose.

- 7.4 **CONTRACTOR** has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by the **CONTRACTOR** in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.04 of the General Conditions.
- 7.5 **CONTRACTOR** has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 7.6 **CONTRACTOR** has given **ENGINEER** written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by **ENGINEER** is acceptable to **CONTRACTOR**.

## ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between **OWNER** and **CONTRACTOR** concerning the Work consists of the following:

- 8.1 This Agreement (pages CD 21 to CD 27, inclusive).
- 8.2 Exhibits to this Agreement (pages \_\_\_ to \_\_\_, inclusive.)
- 8.3 Payment, Performance, and Maintenance Bonds, (pages CD 28 to CD 38, inclusive).
- 8.4 Notice of Award (page CD 39); Notice to Proceed (page CD 40);  
Certificate of Substantial Completion (page CD 41-42).
- 8.5 General Conditions (pages 1 to 61, inclusive).
- 8.6 Supplementary Conditions (pages SC-1 to SC-11, inclusive).
- 8.7 Specifications bearing the title: Mill Branch Park North Access  
\_\_\_\_\_  
\_\_\_\_\_  
and consisting of \_\_\_ divisions as listed in Table of Contents thereof.
- 8.8 Drawings, consisting of a sheets numbered 1 through 5 inclusive with each sheet bearing the following general title:  
Mill Branch Park North Access  
\_\_\_\_\_
- 8.9 Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive.
- 8.10 **CONTRACTOR'S** Bid (pages CD-11 to CD- 18 inclusive).
- 8.11 Documentation submitted by **CONTRACTOR** prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
- 8.12 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Paragraphs 3.04 and 3.05 of the General Conditions.
- 8.13 The documents listed in Paragraphs 8.2 et. seq. above are attached to this Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Paragraphs 3.04 and 3.05 of the General Conditions.


**ARTICLE 9. MISCELLANEOUS**

- 9.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 **OWNER** and **CONTRACTOR** each binds itself, it's partners, successors, assigns and legal representatives to the other party hereto, it's partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on the 30 day of August in the year 20 24.

OWNER:

City of Goshen, Arkansas  
By   
Russell Stroud  
(Please type)  
Title: Mayor

ATTEST:

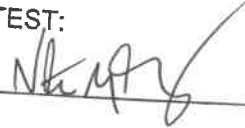
Name Kaseana Williams  
(Please type)  
Title Office Manager

CONTRACTOR: (SEAL)

BY 

Name MARK MAHAFFEY  
(Please type)  
Address 1411 W. VAN HOUTE, Fay, Ari.  
72704

ATTEST:

  
Name Nathan Mahaffey  
(Please type)  
Title PM

**PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS:** that

Tomlinson Asphalt Co. Inc  
(Name of Contractor)

1411 W. Van Asche, Fayetteville, AR 72703  
(Address of Contractor)

a \_\_\_\_\_ Corporation hereinafter called  
(Corporation), (Partnership), or (Individual),

Principal, and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Goshen, Arkansas  
(Name of Owner)

124 Church Street, Goshen, Arkansas, 72735  
(Address of Owner)

hereinafter called **OWNER**, in the penal sum of \_\_\_\_\_ Dollars,  
(\$ \_\_\_\_\_) in lawful money of the United States, for payment of which sum well and truly to be made,  
we bind ourselves, and successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain  
Contract with the Owner, dated the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and  
made a part hereof for the construction of: \_\_\_\_\_ Mill Branch Park North Access  
\_\_\_\_\_

**NOW, THEREFORE,** if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension of modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

**PROVIDED, FURTHER,** that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time alteration or addition to the terms of the contractor to the work or to the specifications.

**PROVIDED, FURTHER,** that no final settlement between the **OWNER** and the **CONTRACTOR** shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal Secretary) BY \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
(Witness as to Principal) (Address) \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
(Witness as to Surety) BY \_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
(Address) (Address) \_\_\_\_\_

**NOTE:**

Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

**IMPORTANT:**

Surety companies executing bonds must appear on the treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

# THE CINCINNATI INSURANCE COMPANY

## Payment Bond

**CONTRACTOR** (Name, legal status and address):

Tomlinson Asphalt Co., Inc.  
1411 W. Van Ashe  
Fayetteville, AR 72704

**SURETY** (Name, legal status and principal place of business):

**THE CINCINNATI INSURANCE COMPANY**  
**6200 S. GILMORE ROAD**  
**FAIRFIELD, OHIO 45014-5141**

**OWNER** (Name, legal status and address):

City of Goshen, Arkansas  
124 Church Street  
Goshen, Arkansas 72735

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

## CONSTRUCTION CONTRACT

Date: 07/09/2024

Amount: \$259,602.50

Description (Name and location):

Mill Branch Park North Access  
Goshen, Arkansas 72735

## BOND

Date (Not earlier than Construction Contract Date): 09/23/2024

Amount: \$259,602.50

Modifications to this Bond:

None

See Section 18

## CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corporate Seal)

Tomlinson Asphalt Co., Inc.

Signature: \_\_\_\_\_



Name and Title: **MARK MAHAFFEY**  
**General Manager**

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)

**AGENT or BROKER:**

## SURETY

Company: \_\_\_\_\_ (Corporate Seal)

**THE CINCINNATI INSURANCE COMPANY**

Signature: \_\_\_\_\_



Name and Title:

Todd Easterling, Attorney-In-Fact

**OWNER'S REPRESENTATIVE** (Architect, Engineer or other party):

- 1** The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- 2** If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- 3** If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- 4** When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- 5** The Surety's obligations to a Claimant under this Bond shall arise after the following:
- 5.1** Claimants, who do not have a direct contract with the Contractor,
- .1** have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
  - .2** have sent a Claim to the Surety (at the address described in Section 13).
- 5.2** Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- 6** If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- 7** When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
- 7.1** Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2** Pay or arrange for payment of any undisputed amounts.
  - 7.3** The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- 8** The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- 9** Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## 16 Definitions

16.1 **Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

16.2 **Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

16.3 **Construction Contract.** The agreement between the Owner and the Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**18** Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_

Name and Title:

Address:

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_

Name and Title:

Address:

THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Adrian W. Luttrell; Mike A. Luttrell; Steven W. Hutchins; Todd Easterling; William Scott Whittenberg and/or David Dyer

of Springdale, Arkansas

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to  
Fifteen Million and No/100 Dollars (\$15,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO )SS:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

*Stephen A. Vestre*

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



*Keith Collett*

Keith Collett, Attorney at Law  
Notary Public - State of Ohio

My commission has no expiration date.  
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 23rd day of September, 2024.



*Ed H.*

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** that

Tomlinson Asphalt Co. Inc  
(Name of Contractor)

1411 W. Van Asche, Fayetteville, AR 72703  
(Address of Contractor)

a Corporation hereinafter called  
(Corporation), (Partnership), or (Individual),

Principal, and  
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Goshen, Arkansas  
(Name of Owner)

124 Church Street, Goshen, Arkansas, 72735  
(Address of Owner)

hereinafter called Owner, in the penal sum of \_\_\_\_\_ Dollars,  
(\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be  
made, we bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain  
Contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto  
attached and made a part hereof for the construction of: Mill Branch Park North Access

**NOW, THEREFORE**, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guarantee period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

**PROVIDED, FURTHER** that said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder of the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

**PROVIDED, FURTHER**, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST: \_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal Secretary) BY \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
(Witness as to Principal) \_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

Surety

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
(Witness as to Surety())

BY \_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

# THE CINCINNATI INSURANCE COMPANY

## Performance Bond

**CONTRACTOR** (Name, legal status and address):

Tomlinson Asphalt Co., Inc.  
1411 W. Van Ashe  
Fayetteville, AR 72704

**SURETY** (Name, legal status and principal place of business):

**THE CINCINNATI INSURANCE COMPANY**  
**6200 S. GILMORE ROAD**  
**FAIRFIELD, OHIO 45014-5141**

**OWNER** (Name, legal status and address):

City of Goshen, Arkansas  
124 Church Street  
Goshen, Arkansas 72735

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

### CONSTRUCTION CONTRACT

Date: 07/09/2024

Amount: \$259,602.50

Description (Name and location):

Mill Branch Park North Access  
Goshen, Arkansas 72735

### BOND

Date (Not earlier than Construction Contract Date): 09/23/2024

Amount: \$259,602.50

Modifications to this Bond:

None

See Section 16

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)  
Tomlinson Asphalt Co., Inc.

Signature:

Name and Title: **MARK MAHAFFEY**  
**General Manager**

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)

**AGENT or BROKER:**

### SURETY

Company: (Corporate Seal)  
**THE CINCINNATI INSURANCE COMPANY**

Signature:

Name and Title:  
Todd Easterling, Attorney-in-Fact

**OWNER'S REPRESENTATIVE** (Architect, Engineer or other party):

1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which the signature appears.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 14 Definitions

**14.1 Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**14.2 Construction Contract.** The agreement between the Owner and the Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

**14.3 Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

**14.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**14.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title:

Name and Title:

Address:

Address:

THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Adrian W. Luttrell; Mike A. Luttrell; Steven W. Hutchins; Todd Easterling; William Scott Whittenberg and/or David Dyer

of Springdale, Arkansas

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to  
Fifteen Million and No/100 Dollars (\$15,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO )SS:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

*Stephen A. Justice*

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



*Keith Collett*

Keith Collett, Attorney at Law  
Notary Public - State of Ohio

My commission has no expiration date.  
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 23rd day of September, 2024



*Ed H.*

**MAINTENANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto \_\_\_\_\_ the City of Goshen, Arkansas \_\_\_\_\_ of the State of Arkansas, in the full and just sum of \_\_\_\_\_, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The conditions of this obligation are such that, whereas, said Principal has by a certain contract between \_\_\_\_\_ Tomlinson Asphalt Co. Inc. \_\_\_\_\_ and \_\_\_\_\_ the City of Goshen, Arkansas, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, agree to construct \_\_\_\_\_ or improvements in exact accordance with the bid of such principal and according to certain Plans and Specifications heretofore made, adopted, and placed on file and to maintain the said improvements in good condition for a period of one year(s) from the date of acceptance.

**NOW, THEREFORE**, if said \_\_\_\_\_ for improvements for the period of one year(s) from and after the completion and acceptance of said improvements, shall maintain in good condition the said improvements, then this obligation to be void; otherwise to remain in full force and effect.

It is further agreed that if the said Principal or Surety herein shall fail to maintain said improvements in good condition for the said period of one year(s) and at any time repairs shall be necessary, that the cost of making said repairs shall be determined by the \_\_\_\_\_ City of Goshen, Arkansas \_\_\_\_\_ or some person or persons designated by them to ascertain the same, and if, upon thirty (30) days notice, the said amount ascertained, shall not be paid the Principal or Surety herein, or if the necessary repairs are not made, that said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction and that the amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this bond, as the condition of the improvements may require.

\_\_\_\_\_  
\_\_\_\_\_

Principal

BY \_\_\_\_\_

BY \_\_\_\_\_

\_\_\_\_\_

Surety

BY \_\_\_\_\_

**BUSINESS RELATIONSHIPS AFFIDAVIT**

STATE OF ARKANSAS )  
COUNTY OF WASHINGTON )

MARK MAHAFFEY, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

None

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

None

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

None

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

None exist  
SUBSCRIBED AND SWORN to before me this 1<sup>st</sup> day of July 2024.

Mary E Tomlinson

My Commission Expires: 8/15/2026

Notary Public

MARY E. TOMLINSON  
NOTARY PUBLIC  
WASHINGTON COUNTY, ARKANSAS  
COMM. EXP. 08/15/26  
COMMISSION NO. 12350174



**CERTIFICATE OF OWNER'S ATTORNEY**

I, the undersigned, Brian Hogue, the duly authorized and acting legal representative of the City of Goshen, AR, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.



A handwritten signature in blue ink, appearing to read 'B. Hogue', is written over a horizontal line.

Date: 9/24/24

**NOTICE OF AWARD**

TO: Tomlinson Asphalt Co. Inc.  
1411 W Van Asche  
Fayetteville, Arkansas, 72704

PROJECT DESCRIPTION: Mill Branch Park North Access

The OWNER has considered the BID submitted by you, for the above described WORK in response to the ADVERTISEMENT FOR BIDS, dated 06/16/, 2024, and INFORMATION FOR BIDDERS.

You are required, by the INFORMATION FOR BIDDERS, to execute the AGREEMENT and furnish the required CONTRACTOR'S PERFORMANCE BOND and PAYMENT BOND within fifteen calendar days from the date of this NOTICE to you.

If you fail to execute said AGREEMENT and to furnish said bonds within fifteen days from the date of this NOTICE, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 9th day of July, 2024.

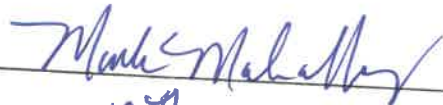
Owner: City of Goshen, Arkansas

By: 

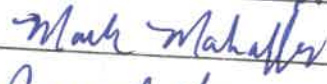
Title: Russell Stroud, Mayor

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:



This the 19<sup>th</sup> day of Sept, 2024.

By: 


Title: General Manager Tomlinson Asphalt Co. Inc.

**NOTICE TO PROCEED**

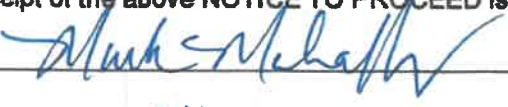
TO: Tomlinson Asphalt Co. Inc. Date: 09/04/2024  
1411 W Van Asche Project: Mill Branch Park North Access  
Fayetteville, Arkansas, 72704

You are hereby notified to commence work in accordance with the Agreement dated 09/04/2024  
on, or before, 09/30/2024, and you are to Substantially Complete the Work within 75  
consecutive calendar days and Complete all Work within 100 consecutive calendar days.  
The contract time will begin on 09/30/2024.

Date of Substantial Completion of work is therefore 12/14/2024.  
The date of COMPLETION of all work is therefore 01/08/2025.

Owner: City of Goshen, Arkansas  
By:   
Title: Russell Stroud, Mayor

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:  
  
This the 24<sup>th</sup> day of Sept, 2024.  
By: MARK MAHAFFEY  
Title: General Manager

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

DATE OF ISSUANCE \_\_\_\_\_

OWNER City of Goshen, Arkansas

CONTRACTOR Tomlinson Asphalt Co. Inc.

Contract: Mill Branch Park North Access

Project: Mill Branch Park North Access

OWNER's Contract No. \_\_\_\_\_ ENGINEER's Project No. 2103600

This Certificate of Substantial Completion applies to all Work under the Contract Documents or the following specified parts thereof:

To City of Goshen, Arkansas  
OWNER

And To Tomlinson Asphalt Co. Inc.  
CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and the Work is hereby declared to be substantially complete in accordance with the Contract Documents on

**DATE OF SUBSTANTIAL COMPLETION**

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within \_\_\_\_\_ days of the above date of Substantial Completion.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance, and warranties and guarantees shall be as follows:

OWNER: \_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_

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The following documents are attached to and made a part of this Certificate:

***[For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents.]***

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This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents.

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Executed by ENGINEER on \_\_\_\_\_  
Date

\_\_\_\_\_  
Crafton Tull  
ENGINEER

By: \_\_\_\_\_  
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on \_\_\_\_\_  
Date

\_\_\_\_\_  
Tomlinson Asphalt Co. Inc.  
CONTRACTOR

By: \_\_\_\_\_  
(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on \_\_\_\_\_  
Date

\_\_\_\_\_  
City of Goshen, Arkansas  
OWNER

By: \_\_\_\_\_  
(Authorized Signature)