

RESOLUTION NO. 2025-16

**RESOLUTION AUTHORIZING MAYOR TO CONTRACT WITH
NEC, INC.**

WHEREAS, the City of Goshen published a request for bid for construction of Goshen Mill Branch Park Trail in the City of Goshen; and

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

WHEREAS, NEC, 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 NEC, Inc., a contract has been presented to the City of Goshen, 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 NEC, Inc. at a proposed total cost of \$313,744 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 10th day of June, 2025.



Russell Stroud, Mayor

ATTEST:

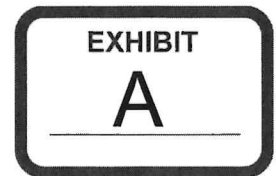


Gina Swanson, Recorder/Treasurer



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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 Goshen Mill Branch Park Trail will be received by the City of Goshen at Goshen City Hall, 124 Church Street, Goshen, Arkansas until 4:30 p.m. Central Time May 13, 2025, and then read publicly at the City Council Meeting on May 13, 2025 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.

- BIDDERS ARE ADVISED that Arkansas State Contractor Licensing Law applies to this project. Subcontractors are also required to be licensed according to Arkansas State Law. Licensure is not required to submit a bid; however, evidence of licensure shall be provided to the Owner prior to signing the contract.
- Build America, Buy America provisions apply to this project.
- CITY hereby notifies all bidders that this contract is subject to applicable labor laws, non-discrimination provisions, wage rate laws, and other federal laws including the Fair Labor Standards Act of 1938. The Work Hours Act of 1962 and Title VI of the Civil Rights Act of 1964 also apply.
- CITY reserves the right to reject any or all bids, waive any or all informalities, and to award the contract to the bidder or bidders who, in the opinion of the Owner, offers the proposal to the best interest of same.

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

First Publication April 20, 2025

Second Publication April 27, 2025

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 (7th) day after the Effective Date of the Agreement or the forty-sixth (46th) 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 X 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.

- (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>Item Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Bid Price</u>	<u>Total Bid Amount</u>
201.0	CLEARING AND GRUBBING	1	AC	\$9,228.00	\$9,228.00
	<u>Nine thousand two hundred twenty-eight dollars</u>				
	UNIT BID PRICE WRITTEN IN WORDS				
	<u>Nine thousand two hundred twenty-eight dollars</u>				
	TOTAL BID PRICE WRITTEN IN WORDS				
210.1	UNCLASSIFIED EXCAVATION (PLAN QUANTITY)	237	CY	\$62.00	\$14,694.00
	<u>Sixty-two Dollars</u>				
	UNIT BID PRICE WRITTEN IN WORDS				
	<u>Fourteen thousand six hundred ninety-four dollars</u>				
	TOTAL BID PRICE WRITTEN IN WORDS				
210.2	COMPACTED EMBANKMENT (PLAN QUANTITY)	443	CY	\$32.50	\$14,397.50
	<u>Thirty-two Dollars & fifty cents</u>				
	UNIT BID PRICE WRITTEN IN WORDS				
	<u>Fourteen thousand three hundred ninety-seven dollars and fifty cents</u>				
	TOTAL BID PRICE WRITTEN IN WORDS				
303.0	AGGREGATE BASE COURSE	142	CY	\$162.50	\$23,075.00
	<u>One hundred sixty-two dollars and fifty cents</u>				
	UNIT BID PRICE WRITTEN IN WORDS				
	<u>Twenty-three thousand seventy-five dollars</u>				
	TOTAL BID PRICE WRITTEN IN WORDS				
502.0	REINFORCING STEEL FOR PAVEMENT (BARS)	1,499	LB	\$6.50	\$9,743.50
	<u>Six dollars & fifty cents</u>				
	UNIT BID PRICE WRITTEN IN WORDS				
	<u>Nine thousand seven hundred forty-three dollars and fifty cents</u>				
	TOTAL BID PRICE WRITTEN IN WORDS				
601.0	MOBILIZATION	1	LS	\$15,236.00	\$15,236.00
	<u>Fifteen thousand two hundred thirty-six dollars</u>				
	UNIT BID PRICE WRITTEN IN WORDS				
	<u>Fifteen thousand two hundred thirty-six dollars</u>				
	TOTAL BID PRICE WRITTEN IN WORDS				

BID SCHEDULE:

<u>Item No.</u>	<u>Item Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Bid Price</u>	<u>Total Bid Amount</u>
619.0	CEDAR FENCE	0	LF	\$0.00	
<hr/>					
UNIT BID PRICE WRITTEN IN WORDS					
<hr/>					
TOTAL BID PRICE WRITTEN IN WORDS					
621.0	EROSION CONTROL	1	LS	\$14,180.00	\$14,180.00
<hr/>					
Fourteen thousand one hundred eighty dollars					
UNIT BID PRICE WRITTEN IN WORDS					
Fourteen thousand one hundred eighty dollars					
<hr/>					
TOTAL BID PRICE WRITTEN IN WORDS					
624.0	SOLID SODDING	1,660	SY	\$11.00	\$18,260.00
<hr/>					
Eleven dollars					
UNIT BID PRICE WRITTEN IN WORDS					
Eighteen thousand two hundred sixty dollars					
<hr/>					
TOTAL BID PRICE WRITTEN IN WORDS					
633.0	CONCRETE WALKS	1,074	SY	\$61.50	\$66,051.00
<hr/>					
Sixty-one dollars and fifty cents					
UNIT BID PRICE WRITTEN IN WORDS					
Sixty-six thousand fifty-one dollars					
<hr/>					
TOTAL BID PRICE WRITTEN IN WORDS					
635.0	ROADWAY CONSTRUCTION CONTROL	1	LS	\$5,725.00	\$5,725.00
<hr/>					
Five thousand seven hundred twenty-five dollars					
UNIT BID PRICE WRITTEN IN WORDS					
Five thousand seven hundred twenty-five dollars					
<hr/>					
TOTAL BID PRICE WRITTEN IN WORDS					

BID SCHEDULE:

<u>Item No.</u>	<u>Item Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Bid Price</u>	<u>Total Bid Amount</u>
SP-8	PEDESTRIAN BRIDGE	1	LS	\$87,662.00	\$87,662.00
<hr/>					
Eighty-seven thousand six hundred sixty-two dollars					
UNIT BID PRICE WRITTEN IN WORDS					
Eighty-seven thousand six hundred sixty-two dollars					
TOTAL BID PRICE WRITTEN IN WORDS					
SP-9	ROCK PICNIC TABLES	6	EA.	\$8,873.00	\$53,238.00
<hr/>					
Eight thousand eight hundred seventy-three dollars					
UNIT BID PRICE WRITTEN IN WORDS					
Fifty-three thousand two hundred thirty-eight dollars					
TOTAL BID PRICE WRITTEN IN WORDS					

DEDUCTIVE ALTERNATE #1

<u>Item No.</u>	<u>Item Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Bid Price</u>	<u>Total Bid Amount</u>
SP-9	ROCK PICNIC TABLES	4	EA.	\$8,873.00	\$35,492.00
<hr/>					
Eight thousand eight hundred seventy-three dollars					
UNIT BID PRICE WRITTEN IN WORDS					
Thirty-five thousand four hundred ninety-two dollars					
TOTAL BID PRICE WRITTEN IN WORDS					

DEDUCTIVE ALTERNATE #2

<u>Item No.</u>	<u>Item Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Bid Price</u>	<u>Total Bid Amount</u>
SP-9	ROCK PICNIC TABLES	2	EA.	\$8,873.00	\$17,746.00
<hr/>					
Eight thousand eight hundred seventy-three dollars					
UNIT BID PRICE WRITTEN IN WORDS					
Seventeen thousand seven hundred forty-six dollars					
TOTAL BID PRICE WRITTEN IN WORDS					

TOTAL BASE BID PRICE

Three hundred thirty-one thousand four hundred ninety dollars

(USE WORDS)

\$331,490.00

(USE FIGURES)

DEDUCTIVE ALTERNATE #1 TOTAL BID PRICE

Thirty-five thousand four hundred ninety-two dollars

(USE WORDS)

\$35,492.00

(USE FIGURES)

DEDUCTIVE ALTERNATE #2 TOTAL BID PRICE

Seventeen thousand seven hundred forty-six dollars

(USE WORDS)

\$17,746.00

(USE FIGURES)

5. **BIDDER** agrees that the Work will be substantially completed within 100 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 120 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:

NEC, Inc.

BIDDER'S NAME

2425 South 5th Place, Rogers AR 72758

BIDDER'S ADDRESS

(479)621-6324

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 May 13th, 2025.

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 NEC, Inc.
(Corporation Name)

Arkansas
(State of Incorporation)

BY *Kevin Necessary*
(Signature of Person Authorized to Sign)

Kevin Necessary
(Typed Name of Person Authorized to Sign)

President
(Title)

(Corporate Seal)

Attest *Mike Ramsey*
(Secretary)

SIGNATURE

Business Address:

2425 South 5th Place, Rogers AR 72758

Phone No.: (479)621-6324

A JOINT VENTURE

BY _____
(Signature)

(Typed Name)

(Address)

BY _____
(Signature)

(Typed Name)

(Address)

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 _____
Goshen Mill Branch Park Trail

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.

_____ (L.S.)
Principal

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.



5500 Euper Lane
 PO Box 3529
 Ft. Smith, AR 72913 (479) 452-4000
 www.bhca.com

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
 (Here insert full name and address or legal title of Contractor)

N.E.C., Inc.
 2425 S. 5th Place
 Rogers, AR 72758

as Principal, hereinafter called the Principal, and
 (Here insert full name and address or legal title of Surety)

U. S. Specialty Insurance Company
 801 S. Figueroa St., Suite 700
 Los Angeles, CA 90017

a corporation duly organized under the laws of the State of Texas
 as Surety, hereinafter called the Surety, are held and firmly bound unto
 (Here insert full name and address or legal title of Owner)

City of Goshen
 124 Church Street
 Goshen, AR

as Oblige, hereinafter called the Oblige, in the sum of FIVE PERCENT OF THE TOTAL AMOUNT BID

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

WHEREAS, the Principal has submitted a bid for Goshen Mill Branch Park Trail
 (Here insert full name, address and description of project)

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

Signed and sealed this 13th day of May 2025

Jamie Norton
 (Witness)

N.E.C., Inc.
 (Principal) (Seal)
Karin Kusan
 (Title) President

Sean Neufuss
 (Witness)

U. S. Specialty Insurance Company
 (Surety)
Suzanne Elizabeth Niedzweidz
 (Title) Suzanne Elizabeth Niedzweidz, Attorney-in-Charge
 (Seal) U.S. Specialty Insurance Company





TOKIO MARINE
HCC

POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Paxton C. Clark, Marty C. Clark, Scott R. Clark, Cheri Lynn Irby, Mary Ann Justice, Lisa McClure, Suzanne Elizabeth Niedzwiedz, Shannon C. Schmidly, Shannon Graves Schmidly, Elizabeth Solomon or Joshua D. Tritt of Fort Smith, Arkansas

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Ten Million***** Dollars (***\$10,000,000.00***).

This Power of Attorney shall expire without further action on April 23rd, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of April 2022.



AMERICAN CONTRACTORS INDEMNITY COMPANY, TEXAS BONDING COMPANY, UNITED STATES SURETY COMPANY, U.S. SPECIALTY INSURANCE COMPANY

By:

Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

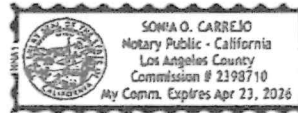
On this 18th day of April 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this



18758



Kio Lo, Assistant Secretary

visit tmhcc.com/surety for more information

HCCSMANPOA07/2023



NECINC0-02

BETHANY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/9/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BHC Insurance 5500 Euper Lane P.O. Box 3529 Fort Smith, AR 72913-3529	CONTACT NAME: CL Service Team #5 (xt. 0705)		
	PHONE (A/C, No, Ext): (479) 783-2255	FAX (A/C, No): (479) 484-5185	
E-MAIL ADDRESS: BHCservice5@bhca.com			
INSURED N.E.C., Inc. 2425 South 5th Place Rogers, AR 72758-6404	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: EMC Property and Casualty Insurance Co.		25186
	INSURER B: Employers Mutual Casualty Company		21415
	INSURER C: United Wisconsin Insurance Company		29157
	INSURER D:		
	INSURER E:		
INSURER F:			


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Contractual Liab Inc <input checked="" type="checkbox"/> XCU Not Excluded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: \$2,000 BI/PO Deductible			BBC4798	5/1/2025	5/1/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/POP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6E72111	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							\$	
							\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6J72111	5/1/2025	5/1/2026	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
							\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	100114700	5/1/2025	5/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Leased/Rented Equip.			6C72111	5/1/2025	5/1/2026	\$1,000 Deductible	250,000
B	Installation Floater			6C72111	5/1/2025	5/1/2026	\$1,000 Deductible	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

City of Goshen 409 Bowen Blvd. Fayetteville, AR 72703	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



ADDITIONAL REMARKS SCHEDULE

AGENCY BHC Insurance		NAMED INSURED N.E.C., Inc. 2425 South 5th Place Rogers, AR 72758-6404	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 26 FORM TITLE: Certificate of Liability Insurance**

Additional Coverages
Contractor's Pollution Liability
Nautilus Insurance Company - NAIC #17370
Policy Period: 5/1/2025-5/1/2026
Policy Number: CPP2040163-12
Each Incident: \$2,000,000
Aggregate: \$2,000,000
Deductible: \$10,000

Contractor's Professional Liability
Nautilus Insurance Company - NAIC #17370
Policy Period: 5/1/2025-5/1/2026
Policy Number: CPP2040163-12
Each Incident: \$2,000,000
Aggregate: \$2,000,000
Deductible: \$10,000

Subcontractor Disclosure

Project Name

Tap-22/ Goshen Mill Branch Park Trail

Subcontractor	State of License & #	Scope	Cost over 50K	% of Bid
---------------	----------------------	-------	---------------	----------

NA

No Subcontractors will be used on this project

Representative / Agent Signature

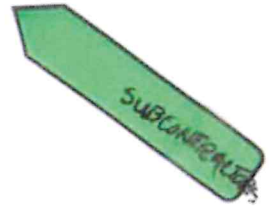
Kenneth A. ...

Representative / Agent Title

President

Date

5-13-25





MIKE NECESSARY
CELL: 479-721-2473
EMAIL: MJNECESSARY@NEC-
CONTRACTORS.COM

KEVIN NECESSARY
CELL: 479-721-2474
EMAIL: KJNECESSARY@NEC-CONTRACTORS.COM

STATEMENT OF BIDDER'S QUALIFICATIONS



The name of our company is N.E.C., Inc. Our address is 2425 S. 5th Place, Rogers, AR 72758. We were organized and incorporated on April 15, 2004, in the state of Arkansas. Mike Necessary and Kevin Necessary collectively have over 70 years of infrastructure construction experience with over forty of those years in business for themselves. Included below are lists of contracts on hand, the larger projects recently completed, our equipment available, and our experiences of jobs of this size.

Our company specializes in constructing infrastructure improvements to include earthwork, utilities, and concrete work. We have never failed to complete a contract agreement as per contract requirements. We have never defaulted on a contract. We have never been fined or had our license suspended by the Arkansas Contractor's Licensing Board.

The contracts in hand now are a \$1.2 million contract for site work and grading CDI Contractors for the Walmart AMP Renovations in Rogers, a \$1.1 million contract with Milestone Construction for Shaw Park in Springdale, a \$12.9 million contract for Shadow Valley in Rogers, a \$1.9 million contract for site work for the University of Arkansas for the Student Success Center, and numerous smaller contracts for general contractors.

The contracts completed in the last 24 months are a \$1.7 million contract for site work and grading for Springdale Schools, a \$1 million contract for Shadow Valley subdivision phase 8, a \$.6 million contract for Branchwood Trail for Bella Vista POA, a \$2 million contract for site work at Fellowship Bible, Fayetteville, and numerous smaller contracts for local municipalities.

Some of the completed, larger projects include:

A \$3.8 million contract the with the City of Pea Ridge, Arkansas for the Highway 72 water extension and downtown sewer rehabilitation with a completion date of June 2009. A \$900,000 contract, constructing a bridge-length box culvert, with the Arkansas Highway and Transportation Department was completed in May of 2011. Beulah East Mine Reclamation for ADEQ which totalled \$643,522. A \$4,000,000 contract with Bentonville schools which included new water, sewer, storm drain, streets and sidewalks, was completed in May of 2012. An AHTD project on Hwy 540 for a Cable Barrier finished in 2012 was \$1.2 million. NEC had a \$1.5 million contract with CDI Contractors to perform services of sanitary sewer, storm drains and all grading on the new Regional Armed Forces Reserve Center. Kinco awarded us a

Phone: 479. 621.6324 2425 S. 5th Place Rogers, AR 72758 Fax: 479.621.6328

contract for \$755,000 to build new water and sewer line and all grading work for the new NW Arkansas Childrens Center which was completed in 2012. Another project was subcontracted under Nabholz Construction for \$838,000 was to do all grading, sewer and storm drain for the Lincoln High School in Lincoln Arkansas that was completed in 2012.

We have also sub-contracted our work over the last two years from general contractors such as Crossland, Kinco Constructors, Flintco LLC, VCC Constuction and CDI Contractors performing sitework at various projects over Northwest Arkansas.

We own and have available for use 8 excavators of different sizes, 3 Caterpillar road graders, 4 Caterpillar 35 ton articulated offroad trucks, 3 Caterpillar front-end loaders, 3 backhoes, 4 Caterpillar bulldozers, 4 Ingersol vibratory compactors, 1 Gomaco 3600 curber, 8 dump trucks, and various smaller pieces required to construct improvements to infrastructure.

We have worked closely with all the civil engineers in Northwest Arkansas over the past 40 years including the Arkansas Highway and Transportation Department.

Jeremy Woody of Legacy Bank our primary banking source with \$1,500,000 of AR secured credit available and \$2,500,000 of secured credit with equipment. We will if asked provide a detailed financial statement to be reviewed by the Owner with a principal of our firm.

NEC has a good relationship with all municipalities in NW Arkansas. Any of the following may be contacted as a source for referral. Rogers Water Utilities; Earl Roush, Springdale Water; Rick Pulverenti, Fayetteville Utilities; Don Osburn, and Bentonville Water and Sewer; Preston Newbill.

NEC has a great reputation with our suppliers also. Our major suppliers for most jobs are as listed: Rogers Group Inc for aggregates, SMG Ready Mix for our concrete needs, and Ferguson Waterworks, and Scurlock Industies, for our utility and pipe sources.

Mike Necessary personally has been in the construction business for over 40 years beginning at age 15 during summers and permanently upon graduation from the University of Arkansas. He carries the title of Vice President. His experience has been in earthwork, concrete, equipment operation, estimating, bidding, project management and business management. 25 years were spent with Necessary Construction, Inc., 5 years with APAC, McClinton-Anchor, and the most recent previous 15 years with NEC Inc.,.


Kevin Necessary personally has been in the construction business for over 30 years. Upon graduation from Arkansas Tech University in 1987, Kevin joined Necessary Construction, Inc. and remained with them until their sale in 1999 to APAC, McClinton-Anchor, where he remained until he and Mike organized NEC, Inc. in 2004. Kevin carries the title of President and has particular focus on utility work, estimating, bidding, project management, and business management.

Our construction team consists of people who are interested in constructing a quality product in a safe manner. The core team of office personnel and management have been with N.E.C., Inc. since the beginning and most were with APAC, McClinton-Anchor with Mike and Kevin.

Page 3

Contractors License No. 0148780425

N.E.C. Inc.

By: 

5-13-25
Date

SPONSOR
SUPPLEMENT TO PROPOSAL
ANTI-COLLUSION AND DEBARMENT CERTIFICATION

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

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

AFFIDAVIT



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

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

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

SPONSOR
SUPPLEMENT TO PROPOSAL
ANTI-COLLUSION AND DEBARMENT CERTIFICATION

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

EXCEPTIONS:

APPLIED TO	INITIATING AGENCY	DATES OF ACTION

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

Job No. _____ NEC Inc _____
(Name of Bidder)

F.A.P. No. _____ Kam [Signature] _____
(Signature)

5-13-2025 _____
(Date Executed) President _____
(Title of Person Signing)

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

State of _____)
 County of _____)ss.

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

and that the above statements are true and correct.

Subscribed and Sworn to before me this _____ day of _____, 20____.
 My commission expires: _____

(Notary Public)

(NOTARY SEAL)

2/28/18

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENT TO PROPOSAL
RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract valued at \$1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Contractor agrees and certifies that they do not boycott Israel and will not boycott Israel during the remaining aggregate term of the contract.

If a company does boycott Israel, see Arkansas Code Annotated § 25-1-503.

Bid Number/Contract Number	TAP - 22
Description of product or service	EARTHWORK, CONCRETE, EROSION CONTROL
Contractor name	NEC Inc.



Contractor Signature: *Kevin Ramsey*

Date: 5-12-25

AGREEMENT

This **AGREEMENT** is dated as of the 4th day of September in the year 2025 by and between City of Goshen (hereinafter called **OWNER**) and N.E.C., Inc. (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:

Goshen Mill Branch Park Trail

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

Goshen Mill Branch Park Trail

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 100 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 120 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-16, 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 (10th) 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 23 to CD 29, inclusive).
- 8.2 Exhibits to this Agreement (pages ___ to ___, inclusive.)
- 8.3 Payment, Performance, and Maintenance Bonds, (pages CD 30 to CD 40, inclusive).
- 8.4 Notice of Award (page CD 41); Notice to Proceed (page CD 42);
Certificate of Substantial Completion (page CD 43-44).
- 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: Goshen Mill Branch Park Trail

and consisting of ___ divisions as listed in Table of Contents thereof.

- 8.8 Drawings, consisting of a sheets numbered 1 through 16 inclusive with each sheet bearing the following general title:

Goshen Mill Branch Park Trail

- 8.9 Addenda numbers _____ to _____, inclusive.
- 8.10 **CONTRACTOR'S** Bid (pages CD-11 to CD- 20 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 4th day of September in the year 2025.

OWNER:

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

ATTEST:

Name *Gina Swanson, (Gina Swanson)*
(Please type)
Title *Recorder/Treasurer*

CONTRACTOR: (SEAL)
N.E.C., Inc.

BY *Kevin Necessary*
Name *Kevin Necessary*
(Please type)
Address 2425 South 5th Place, Rogers, AR 72758

ATTEST:

Kasie Jones
Name *Kasie Jones*
(Please type)
Title *Controller*

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

N.E.C., Inc.
(Name of Contractor)

2425 South 5th Place, Rogers AR 72758
(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 _____, 2025, a copy of which is hereto attached and
made a part hereof for the construction of: _____
Goshen Mill Branch Park Trail

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.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

N.E.C., Inc.
(Name of Contractor)

2425 South 5th Place, Rogers, AR 72758
(Address of Contractor)

a _____ hereinafter
Corporation
(Corporation, Partnership, Individual),

called Principal, and _____
(Name of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Goshen
(Name of Owner)

124 Church Street, Goshen, AR 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: Goshen Mill Branch Park Trail

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)

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.

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, N.E.C., Inc., 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 \$331,490.00, 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 N.E.C., 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 BENTON)

KEVIN NECESSARY, 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:

NO KNOWN RELATIONSHIPS

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:

NO KNOWN RELATIONSHIPS



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:

N/A

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

[Signature]
SUBSCRIBED AND SWORN to before me this 13TH day of MAY 2025
Jamie Norton

My Commission Expires:
7-22-2034

Notary Public



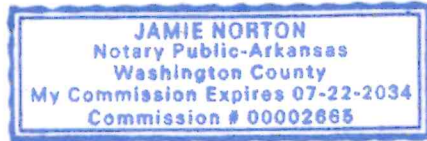
NONCOLLUSION AFFIDAVIT

STATE OF ARKANSAS)
) ss.
COUNTY OF BENTON)

KEVIN NECESSARY, 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 bidder has not been a party to any collusion among bidders in restraint of freedom of completion by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

[Signature]
SUBSCRIBED AND SWORN to before me this 13th day of May, 2025

[Signature]
Notary Public



My Commission Expires:
07-22-2034



CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, Brian Hogue, the duly authorized and acting legal representative of 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.



Date: 8/25/25

NOTICE OF AWARD

TO: N.E.C., Inc.
2425 South 5th Place,
Rogers AR 72758

PROJECT DESCRIPTION: Goshen Mill Branch Park Trail

The OWNER has considered the BID submitted by you, for the above described WORK in response to the ADVERTISEMENT FOR BIDS, dated April 20 + 21, 2025 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 4th day of September, 2025.

Owner: City of Goshen, Arkansas

By: 


Title: Mayor

ACCEPTANCE OF NOTICE

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

NEC Inc

This the _____ day of _____, 20____.

By:  Kevin Necessary


Title: President

NOTICE TO PROCEED

TO: N.E.C., Inc. Date: September 4, 2025
2425 South 5th Place. Project: Goshen Mill Branch Park Trail
Rogers AR 72758

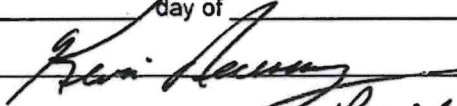
You are hereby notified to commence work in accordance with the Agreement dated 09/04/2025 on, or before, 09/04/2025, and you are to Substantially Complete the Work within 100 consecutive calendar days and Complete all Work within 120 consecutive calendar days. The contract time will begin on 09/04/2025

Date of Substantial Completion of work is therefore 12/13/2025.
The date of **COMPLETION** of all work is therefore 01/02/2026.

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

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

This the _____ day of _____, 20____.
By:  Kevin Necessary
Title: President

CERTIFICATE OF SUBSTANTIAL COMPLETION

DATE OF ISSUANCE _____

OWNER City of Goshen, Arkansas

CONTRACTOR N.E.C., Inc.

Contract: Goshen Mill Branch Park Trail

Project: Goshen Mill Branch Park Trail

OWNER's Contract No. _____ ENGINEER's Project No. 22103600

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 N.E.C., 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: _____

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.]

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.

Executed by ENGINEER on _____
Date

ENGINEER
By: _____
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on _____
Date

N.E.C., Inc.
CONTRACTOR
By: _____
(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on _____
Date

OWNER
By: _____
(Authorized Signature)