

City Council Agenda Items
and
Contracts, Leases or Agreements

6-Mar-12

City Council Meeting Date
Agenda Items Only

Shannon Jones
Submitted By

Utilities Capital Projects
Division

Utilities
Department

Action Required:

Approval of a construction contract with Rosetta Construction, LLC for \$692,223, Bid 12-16, with a contingency of \$50,000 to construct Elkins Outfall Gravity Sewer Improvements, recognize a cost share from Elkins for \$150,000, and a budget amendment.

\$ 742,223	\$ 2,165,000	Sewer Replace - Elkins Outfall Line
Cost of this request	Category / Project Budget	Program Category / Project Name
5400.5700.5815.00	\$ 20,000	Water & Wastewater
Account Number	Funds Used to Date	Program / Project Category Name
10010.1	\$ 2,145,000	Water & Sewer
Project Number	Remaining Balance	Fund Name

Budgeted Item

Budget Adjustment Attached

[Signature] 15 Feb 12 Previous Ordinance or Resolution # _____
Department Director Date
~~Proposed to change in Elkins is for~~
~~please see~~ Original Contract Date: _____
[Signature] Feb 15, 2012 Original Contract Number: _____
City Attorney Date

Paul A. Bahr 2-21-2012
Finance and Internal Services Director Date

02-15-12 P03:16 RC
Received in City Clerk's Office
Kim G.

[Signature] 2-22-12
Chief of Staff Date

Received in Mayor's Office
ENTERED
2/16/12
[Signature]

Leonell Jordan 2/22/12
Mayor Date

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
 Don Marr, Chief of Staff
 David Jurgens, Utilities Director
 Fayetteville Water and Sewer Committee

From: Shannon Jones, Utilities Engineer *S. Jones*

Date: February 3, 2012

Subject: Resolution approving a construction contract with Rosetta Construction, LLC for \$692,223, Bid 12-16, to construct Elkins Outfall Gravity Sewer Improvements.

RECOMMENDATION

Fayetteville City Staff recommends approval of a construction contract with Rosetta Construction, LLC for \$692,223, Bid 12-16, with a contingency of \$50,000 to construct Elkins Outfall Gravity Sewer Improvements, recognize a cost share from the City of Elkins for \$150,000, and a budget amendment.

BACKGROUND

The City of Fayetteville was awarded a State and Tribal Assistance Grant (STAG) in 2010 for \$485,000. The grant funding is matched 55% federal to 45% local. The City's matching funds are \$396,818. The City of Elkins is going to cost-share \$150,000 towards the project, per the attached City of Elkins resolution passed in 2010. This Fayetteville owned line carries Elkins' wastewater flow in addition to Fayetteville water from that area. The purpose of the grant is help fund the rehabilitation of the sanitary sewer system in the area of and including the Elkins outfall sewer line. The available STAG grant will fund \$380,723 of this contract; the balance of the grant will be used to line approximately 6,000 feet of sewer line with a cured-in-place-pipe (CIPP) under our current contract with Insituform Technologies.

DISCUSSION

Under this contract, we will replace approximately 4,500 feet of sewer line that serves as the gravity outfall from the Elkins sewer force main and construct 26 manholes. The City opened six bids on January 31, 2012.

Rosetta Construction, LLC	\$ 692,223.00
T-G Excavating, Inc.	\$ 1,070,707.00
Building & Utility Contractors	\$ 1,201,500.00
Goodwin & Goodwin, Inc.	\$ 1,297,825.00
Horseshoe Construction, Inc.	\$ 1,448,500.00
Redford Construction, Inc.	\$ 1,638,300.00
Engineer's Estimate	\$ 1,300,000.00

Staff reviewed the bids and recommends awarding the contract to Rosetta Construction, LLC. The contractor has completed past sewer projects to the satisfaction of the City of Fayetteville. Construction will begin this spring and will be completed this fall.

BUDGET IMPACT

Funds are available in the sewer impact fees budget and sewer rehabilitation budget. The budget adjustment transfers funds from the impact fee fund to the water/sewer fund, recognizes a cost-share with the City of Elkins in the amount of \$150,000, and creates a contingency of \$50,000.

RESOLUTION NO. 2010-19

A RESOLUTION EXPRESSING THE INTENT TO COST-SHARE WITH THE CITY OF FAYETTEVILLE ON THE REPLACEMENT OF THE SEWER INTERCEPTOR FROM LEWIS WOODS TO FAYETTEVILLE'S MALLY WAGNON LIFT STATION.

WHEREAS, The City of Elkins Water & Sewer Committee caused an assessment of critical capital needs for the Elkins Water & Sewer System to be performed by McClelland Engineers; and,

WHEREAS, McClelland Engineers determined that replacement of the gravity sewer interceptor from Lewis Woods to Mally Wagon Lift Station was necessary to increase the total capacity of Elkin Sewer Collection System; and,

WHEREAS, The City of Fayetteville has been notified of a grant from USEPA to fund 55% of the project cost to replace this sewer interceptor; and,

WHEREAS, The City of Fayetteville has requested Elkins consider cost-sharing the remaining 45% of this project cost with Fayetteville in an amount up-to \$150,000; and,

WHEREAS, The Elkins Water & Sewer Committee, in regular session, determined participating with Fayetteville is the most cost-effective method to replace the sewer interceptor; and,

WHEREAS, Elkins Water & Sewer Committee has determined the Elkins Water & Sewer Utility has sufficient funds to pay this cost share and recommends Elkins City Council approve this resolution of intent.


BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELKINS, ARKANSAS:

That the City Council of Elkins Arkansas hereby adopts this resolution of intent to cost share with the City of Fayetteville up-to \$150,000.00 for the replacement of the gravity sewer interceptor from Lewis Woods to Mally Wagon Lift Station conditioned on Fayetteville performing the work to replace the sewer interceptor pursuant to the attached documents.

PASSED AND APPROVED this 20th day of May, 2010.


JACK LADYMAN, Mayor

ATTEST:



SUNNY LEDFORD, Recorder-Treasurer
Coe/Mally Wagon Lift Station Res.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A CONSTRUCTION CONTRACT WITH ROSETTA CONSTRUCTION, LLC FOR \$692,223.00 WITH A CONTINGENCY OF \$50,000.00 TO CONSTRUCT THE ELKINS OUTFALL GRAVITY SEWER IMPROVEMENTS AND TO APPROVE THE ATTACHED BUDGET ADJUSTMENT OF \$416,818.00

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the attached construction contract with Rosetta Construction, LLC for \$692,223.00 with a contingency of \$50,000.00 to construct the Elkins Outfall Gravity Sewer Improvements and approves the attached budget adjustment of \$416,818.00.

PASSED and APPROVED this 6th day of March, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

**City of Fayetteville, Arkansas
Budget Adjustment Form**

D. 2 V11.0906
Rosetta Construction, LLC
Page 5 of 30

Budget Year 2012	Division: Utilities Director Department: Utilities Director	Request Date 2/21/2012	Adjustment Number
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BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

\$416,818 is requested in the Sewer Replacement - Elkins Outfall Line capital project. \$161,500 in funding is to recognize transfer from Impact Fee Funds, \$105,318 from the Sanitary Sewer Rehabilitation project, and to recognize \$150,000 in cost share revenue from the City of Elkins.

Division Head _____ Date <u>2-3-2012</u>	Prepared By: _____ <i>kspringer</i>
Budget Director _____ Date _____	Reference: _____
Department Director _____ Date <u>3 Feb 12</u>	Budget & Research Use Only
Finance Director _____ Date <u>2-21-2012</u>	Type: A B C <u>D</u> E P
Chief of Staff _____ Date <u>2-21-12</u>	General Ledger Date _____
Mayor _____ Date <u>2/22/12</u>	Posted to General Ledger _____
	Initial _____ Date _____
	Checked / Verified _____
	Initial _____ Date _____

Account Name	Account Number	TOTAL BUDGET ADJUSTMENT		Project.Sub Number
		311,500 Expense	311,500 Revenue	
Sewer improvements	5400.5700.5815.00	416,818		10010 . 1
Trans from Impact Fee Fnd	5400.0940.6602.30		161,500	10010 . 1
Transfer to Water & Sewer	2300.9300.7602.40	161,500		10010 . 1002
Sewer improvements	2300.9300.5815.00	(161,500)		10010 . 1002
Sewer improvements	5400.5700.5815.00	(105,318)		02017 . 1
State/Muni Cost Share	5400.0940.4303.00		150,000	10010 . 1
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City of Fayetteville - Official Bid Tabulation
Bid 12-16, Construction of Elkins Outfall - Gravity Sewer Improvements

BID: 12-16
 DATE: 01/31/2012
 TIME: 2:00 PM

Line Item #	Description	Qty	Unit	Rosetta Construction		T-G Excavating		Building & Utility Contractors, Inc.		Goodwin & Goodwin, Inc.		Horseshoe Construction		Redford Construction, Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS	\$ 33,000.00	\$ 33,000.00	\$ 50,407.00	\$ 50,407.00	\$ 50,000.00	\$ 50,000.00	\$ 35,000.00	\$ 35,000.00	\$ 60,000.00	\$ 60,000.00	\$ 80,000.00	\$ 80,000.00
2	Trench & Safety	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 15,000.00	\$ 15,000.00	\$ 43,000.00	\$ 43,000.00	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00
3	Erosion Control	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 7,000.00	\$ 7,000.00	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00	\$ 5,000.00	\$ 5,000.00	\$ 35,000.00	\$ 35,000.00
4	6" Gravity Sewer Pipe	20	LF	\$ 53.00	\$ 1,060.00	\$ 60.00	\$ 1,200.00	\$ 50.00	\$ 1,000.00	\$ 75.00	\$ 1,500.00	\$ 120.00	\$ 2,400.00	\$ 65.00	\$ 1,300.00
5	8" Gravity Sewer Pipe	50	LF	\$ 55.00	\$ 2,750.00	\$ 80.00	\$ 4,000.00	\$ 100.00	\$ 5,000.00	\$ 80.00	\$ 4,000.00	\$ 150.00	\$ 7,500.00	\$ 75.00	\$ 3,750.00
6	Force Main Reroute	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00
7	18" PVC, Gravity Sewer Pipe	2600	LF	\$ 82.00	\$ 213,200.00	\$ 60.00	\$ 156,000.00	\$ 120.00	\$ 312,000.00	\$ 115.00	\$ 299,000.00	\$ 190.00	\$ 494,000.00	\$ 182.00	\$ 473,200.00
8	Pipe Bursting from existing 10" sewer to 20"	1900	LF	\$ 82.00	\$ 155,800.00	\$ 190.00	\$ 361,000.00	\$ 180.00	\$ 342,000.00	\$ 225.00	\$ 427,500.00	\$ 200.00	\$ 380,000.00	\$ 185.00	\$ 351,500.00
9	Point Repair	3	EA	\$ 1.00	\$ 3.00	\$ 800.00	\$ 2,400.00	\$ 1,000.00	\$ 3,000.00	\$ 1,500.00	\$ 4,500.00	\$ 3,000.00	\$ 9,000.00	\$ 3,000.00	\$ 9,000.00
10	Install 30" Steel Casement Pipe	420	LF	\$ 125.00	\$ 52,500.00	\$ 160.00	\$ 67,200.00	\$ 100.00	\$ 42,000.00	\$ 200.00	\$ 84,000.00	\$ 195.00	\$ 81,900.00	\$ 175.00	\$ 73,500.00
11	Service Reinstatement	20	EA	\$ 300.00	\$ 6,000.00	\$ 750.00	\$ 15,000.00	\$ 750.00	\$ 15,000.00	\$ 850.00	\$ 17,000.00	\$ 1,500.00	\$ 30,000.00	\$ 1,750.00	\$ 35,000.00
12	Service Laterals	200	LF	\$ 30.00	\$ 6,000.00	\$ 20.00	\$ 4,000.00	\$ 35.00	\$ 7,000.00	\$ 22.00	\$ 4,400.00	\$ 30.00	\$ 6,000.00	\$ 120.00	\$ 24,000.00
13	Standard Manhole, 4' Dia. 0'-6"	26	EA	\$ 2,000.00	\$ 52,000.00	\$ 7,000.00	\$ 182,000.00	\$ 2,500.00	\$ 65,000.00	\$ 3,500.00	\$ 91,000.00	\$ 5,000.00	\$ 130,000.00	\$ 4,000.00	\$ 104,000.00
14	Standard Manhole, 4' Dia Extra Depth	80	VF	\$ 125.00	\$ 10,000.00	\$ 200.00	\$ 16,000.00	\$ 300.00	\$ 24,000.00	\$ 125.00	\$ 10,000.00	\$ 300.00	\$ 24,000.00	\$ 180.00	\$ 14,400.00
15	Manhole, existing, remove	25	EA	\$ 400.00	\$ 10,000.00	\$ 200.00	\$ 5,000.00	\$ 500.00	\$ 12,500.00	\$ 800.00	\$ 20,000.00	\$ 800.00	\$ 20,000.00	\$ 750.00	\$ 18,750.00
16	Reconstruct Invert in Existing Manhole	2	EA	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,500.00	\$ 5,000.00	\$ 1,000.00	\$ 2,000.00
17	Tie Into Existing Manhole	1	EA	\$ 3,435.00	\$ 3,435.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,200.00	\$ 1,200.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00
18	Additional Trench Bedding	160	CY	\$ 20.00	\$ 3,200.00	\$ 25.00	\$ 4,000.00	\$ 25.00	\$ 4,000.00	\$ 35.00	\$ 5,600.00	\$ 20.00	\$ 3,200.00	\$ 50.00	\$ 8,000.00
19	Asphalt Pavement Repair	75	SY	\$ 75.00	\$ 5,625.00	\$ 140.00	\$ 10,500.00	\$ 100.00	\$ 7,500.00	\$ 115.00	\$ 8,625.00	\$ 120.00	\$ 9,000.00	\$ 160.00	\$ 12,000.00
20	Epoxy Coating System, 4' Diameter	240	VF	\$ 135.00	\$ 32,400.00	\$ 200.00	\$ 48,000.00	\$ 300.00	\$ 72,000.00	\$ 225.00	\$ 54,000.00	\$ 200.00	\$ 48,000.00	\$ 160.00	\$ 38,400.00
21	Mitigation Dam	5	EA	\$ 750.00	\$ 3,750.00	\$ 500.00	\$ 2,500.00	\$ 1,500.00	\$ 7,500.00	\$ 1,500.00	\$ 7,500.00	\$ 2,000.00	\$ 10,000.00	\$ 1,400.00	\$ 7,000.00
22	Stream Bank Stabilization	4000	SY	\$ 15.00	\$ 60,000.00	\$ 25.00	\$ 100,000.00	\$ 15.00	\$ 60,000.00	\$ 23.00	\$ 92,000.00	\$ 15.00	\$ 60,000.00	\$ 60.00	\$ 240,000.00
23	Acceptance Inspection by CCTV	4500	LF	\$ 1.00	\$ 4,500.00	\$ 2.00	\$ 9,000.00	\$ 15.00	\$ 67,500.00	\$ 4.00	\$ 18,000.00	\$ 5.00	\$ 22,500.00	\$ 3.00	\$ 13,500.00
24	Site Restoration	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00	\$ 50,000.00	\$ 50,000.00	\$ 28,000.00	\$ 28,000.00	\$ 15,000.00	\$ 15,000.00	\$ 50,000.00	\$ 50,000.00
				TOTAL	\$ 692,223.00	TOTAL	\$ 1,070,707.00	TOTAL	\$ 1,201,500.00	TOTAL	\$ 1,297,825.00	TOTAL	\$ 1,448,500.00	TOTAL	\$ 1,638,300.00

*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.

CERTIFIED: A. Raso
 A. Raso GPPB, CPPO

P. Lina
 WITNESS

1/31/2012
 DATE

ENGINEER OF RECORD:
Shannon Jones
 SHANNON JONES, P.E.

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)

All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Vendor Number: 16735		Vendor Name: Rosetta Construction		Requisition No.:	Date: 2/3/2012	D. 2 Rosetta Construction, LLC
Address: P. O. Box 14024				Fob Point: Construction Site, Fayetteville	P.O Number:	Expected Delivery Date: Page 7 of 30
City: Springfield		State: MO		Zip Code: 65814	Ship to code:	Mail Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
Requester: David Jurgens				Requester's Employee #: 490	Extension: 330	Division Head Approval:
				Taxable Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	Quotes Attached Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Gravity Sewer Line- Elkins Outfall	1	EA	692,223.00	\$692,223.00	5400.5700.5815.00	10010.1		
2					\$0.00				
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				

Special Instructions: 	Subtotal: <u>\$692,223.00</u>
	Tax: _____
	Total: <u>\$692,223.00</u>

Approvals:

Mayor: _____	Department Director:	Purchasing Manager: _____
Finance & Internal Services Director: _____	Budget Manager: _____	IT Manager: _____
Dispatch Manager: _____	Utilities Manager: _____	Other: _____

SECTION 0310

BID PROPOSAL

LOCATION: CITY OF FAYETTEVILLE, ROOM 306
113 W. MOUNTAIN
FAYETTEVILLE, AR 72701

DATE: January 31, 2012 at 2:00 p.m. LOCAL TIME

Proposal of: ROSETTA CONSTRUCTION LLC

Address: P.O. Box 14024

SPRINGFIELD, MO. 65814

Bid For: ELKINS OUTFALL - GRAVITY SEWER IMPROVEMENTS

Bid Submitted to:

The City of Fayetteville
Andrea Foren, Purchasing Agent – Room 306
113 W. Mountain
Fayetteville, AR 72701

BIDDER will complete the **Work** for the unit prices as listed in the **Bid Form**.

Total Base Bid as outlined on **Bid Form**:

SIX HUNDRED NINETY TWO THOUSAND
TWO HUNDRED TWENTY THREE DOLLARS

Amount in Words

\$ 692,223.⁰⁰

Figures

The undersigned **BIDDER** proposes and agrees, if this Bid is accepted, to enter into an **Agreement** with **CITY OF FAYETTEVILLE** in the form included in these **Contract Documents** to complete all **Work** as specified or indicated in the **Contract Documents** for the **Contract Price** and within the **Contract Time** indicated in these **Contract Documents**. **BIDDER** accepts the provisions of the **Agreement** as to **Liquidated Damages** in the event of failure to complete the **Work** in the **Contract Time** specified.

BIDDER accepts all of the terms and conditions of the **Information for Bidders**, including without limitation those dealing with the disposition of **BID SECURITY**. This **Bid** will remain open for sixty (60) days after the day of **Bid Opening**. **BIDDER** will sign the **Agreement** required by these **Contract Documents** within ten (10) days after the date of **CITY OF FAYETTEVILLE'S Notice of Award**.

In submission of this **BID**, **BIDDER** represents, as more fully set forth in the **Agreement**, that **BIDDER HAS EXAMINED ALL CONTRACT DOCUMENTS** (including but not limited to **Invitation to Bid, Information for Bidders, and Supplemental Information for Bidders**) and the following **ADDENDA**: #1 1/11/12

Failure to list all necessary Agenda issued by the **CITY OF FAYETTEVILLE** or the **ENGINEER** could mean the **BID** submitted by the **BIDDER** may be deemed unresponsive and not read publicly.

In submission of the **BID**, **BIDDER** represents, that they have examined the site and locality where the **Work** is to be performed, the legal requirements (Federal, State and Local Laws, Ordinances, Rules and Regulations) and the conditions affecting cost, progress or performance of the **Work** and has made such independent investigations as **BIDDER** deems necessary.

In submission of the **BID**, **BIDDER** represents, that 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. The **BIDDER** represents that they have not directly or indirectly induced or solicited any other **BIDDER** to submit a false or sham **BID**. The **BIDDER** represents that they have not solicited or induced any person, firm or corporation to refrain from bidding and have not sought by collusion to obtain for themselves any advantage over any other **BIDDER** or over the **CITY OF FAYETTEVILLE**.

All terms used in the **BID** are defined and have the meanings assigned to them in the **General Conditions** of these **Contract Documents**.

Attached to this **BID FORM** is the required Bid Security in the form of a Bid Bond or Certified Check in the amount of five (5) percent of the Total Bid Amount.

BIDDER submitting this **BID** is:

A Corporation, incorporated in the State of MISSOURI

A Partnership, consisting of the following partners, whose full names are: _____

An Individual whose full name is: _____

ROSETTA CONSTRUCTION LLC

General Contractor (Firm Name)

Victor Rosetta

Signed By

PRES./MGR.

Title

1/31/12

Date

P.O. BOX 14024

Address

SPRINGFIELD, MO, 65814

417-886-2097 / 417-881-5758

Telephone Number & Fax

0172540412

AR Contractor's License Number

SECTION 0310 - BID PROPOSAL

<u>Item</u>	<u>Approx.</u>	<u>Unit Price In</u>	
<u>No.</u> <u>Item Description</u>	<u>Qty.</u> <u>Unit</u>	<u>Figures</u>	<u>Total</u>
1 Mobilization	1 LS		
		<u>\$ 33,000.⁰⁰</u>	<u>\$ 33,000.⁰⁰</u>
2 Trench & Safety Systems	1 LS		
		<u>\$ 5,000.⁰⁰</u>	<u>\$ 5,000.⁰⁰</u>
3 Erosion Control	1 LS		
		<u>\$ 20,000.⁰⁰</u>	<u>\$ 20,000.⁰⁰</u>
4 6" SDR-26 PVC, Gravity Sewer Pipe	20 LF		
		<u>\$ 53.⁰⁰</u>	<u>\$ 1,060.⁰⁰</u>
5 8" SDR-26 PVC, Gravity Sewer Pipe	50 LF		
		<u>\$ 55.⁰⁰ VAR</u> <u>\$ 56.⁰⁰</u>	<u>\$ 2,750.⁰⁰</u>
6 Force Main Reroute, 12" DR-14 PVC Pipe & DI Fittings	1 LS		
		<u>\$ 6,000.⁰⁰</u>	<u>\$ 6,000.⁰⁰</u>
7 18" PVC (P.S. 115), Gravity Sewer Pipe	2600 LF		
		<u>\$ 82.⁰⁰</u>	<u>\$ 213,200.⁰⁰</u>
8 Pipe Bursting From Existing 10" Sewer to 20" DR-17 HDPE (IPS)	1900 LF		
		<u>\$ 82.⁰⁰</u>	<u>\$ 155,800.⁰⁰</u>

WE PLAN TO OPEN CLET IN LIEU
 OF PIPE BURSTING.

SECTION 0310 - BID PROPOSAL

<u>Item</u>	<u>Approx.</u>	<u>Unit Price In</u>	
<u>No.</u> <u>Item Description</u>	<u>Qty.</u> <u>Unit</u>	<u>Figures</u>	<u>Total</u>
9 Point Repair	3 EA		
<u>ONE</u> dollars		<u>\$ 1.⁰⁰</u>	<u>\$ 3.⁰⁰</u>
10 Install 30" Steel Encasement Pipe	420 LF		
<u>ONE HUNDRED TWENTY FIVE</u> dollars		<u>\$ 125.⁰⁰</u>	<u>\$ 52,500.⁰⁰</u>
11 Service Reinstatement	20 EA		
<u>THREE HUNDRED</u> dollars		<u>\$ 300.⁰⁰</u>	<u>\$ 6,000.⁰⁰</u>
12 Service Laterals	200 LF		
<u>THIRTY</u> dollars		<u>\$ 30.⁰⁰</u>	<u>\$ 6,000.⁰⁰</u>
13 Standard Manhole, 4' Dia. 0'-6'	26 EA		
<u>TWO THOUSAND</u> dollars		<u>\$ 2,000.⁰⁰</u>	<u>\$ 52,000.⁰⁰</u>
14 Standard Manhole, 4' Dia. Extra Depth	80 VF		
<u>ONE HUNDRED TWENTY FIVE</u> dollars		<u>\$ 125.⁰⁰</u>	<u>\$ 10,000.⁰⁰</u>
15 Manhole, Existing, Remove	25 EA		
<u>FOUR HUNDRED</u> dollars		<u>\$ 400.⁰⁰</u>	<u>\$ 10,000.⁰⁰</u>
16 Reconstruct Invert in Existing Manhole	2 EA		
<u>FIVE HUNDRED</u> dollars		<u>\$ 500.⁰⁰</u>	<u>\$ 1,000.⁰⁰</u>

SECTION 0310 - BID PROPOSAL

<u>Item</u>	<u>Approx.</u>	<u>Unit Price In</u>	
<u>No.</u> <u>Item Description</u>	<u>Qty.</u> <u>Unit</u>	<u>Figures</u>	<u>Total</u>
17	Tie Into Existing Manhole	1 EA	
	<u>THREE THOUSAND FOUR HUNDRED THIRTY FIVE</u> dollars	<u>\$ 3,435.⁰⁰</u>	<u>\$ 3,435.⁰⁰</u>
18	Additional Trench Bedding	160 CY	
	<u>TWENTY</u> dollars	<u>\$ 20.⁰⁰</u>	<u>\$ 3,200.⁰⁰</u>
19	Asphalt Pavement Repair	75 SY	
	<u>SEVENTY FIVE</u> dollars	<u>\$ 75.⁰⁰</u>	<u>\$ 5,625.⁰⁰</u>
20	Epoxy Coating System, 4' Diameter	240 VF	
	<u>ONE HUNDRED THIRTY FIVE</u> dollars	<u>\$ 135.⁰⁰</u>	<u>\$ 32,400.⁰⁰</u>
21	Mitigation Dam	5 EA	
	<u>SEVEN HUNDRED FIFTY</u> dollars	<u>\$ 750.⁰⁰</u>	<u>\$ 3,750.⁰⁰</u>
22	Stream Bank Stabilization	4000 SY	
	<u>FIFTEEN</u> dollars	<u>\$ 15.⁰⁰</u>	<u>\$ 60,000.⁰⁰</u>
23	Acceptance Inspection by CCTV	4500 LF	
	<u>ONE</u> dollars	<u>\$ 1.⁰⁰</u>	<u>\$ 4,500.⁰⁰</u>
24	Site Restoration	1 LS	
	<u>FIVE THOUSAND</u> dollars	<u>\$ 5,000.⁰⁰</u>	<u>\$ 5,000.⁰⁰</u>

SECTION 0311

BIDDER'S STATEMENT OF SUBCONTRACTORS

The undersigned **BIDDER** proposes and agrees, if this **BID** is accepted, to use the following proposed subcontractors on this **Work**:

NAME	BUSINESS ADDRESS	WORK TO BE PERFORMED
1. <u>ACE PIPE CLEANING</u>	<u>4000 TRUMAN RD. KANAS CITY, MO.</u>	<u>POST TV MH EPOXY CTG. ~ 5%</u>
2. <u>GRAND EFX</u>	<u>LOWELL, AR</u>	<u>EROSION CONTROL + SEEDING ~ 3%</u>
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

The undersigned **BIDDER** agrees that seventy percent (70%) of the **Work** will be required to be performed with his own forces unless a variance is requested and granted from the **CITY OF FAYETTEVILLE**.

Date: 1/31/12

Signed: Victoria Rosetta

SECTION 0420

STATEMENT OF BIDDER'S QUALIFICATIONS

All requests must be addressed in writing and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The BIDDER may submit any additional information he/she desires.

A. REQUESTS REGARDING BIDDER

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the anticipated dates of completion.)
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you. (If so, where and why?)
9. Have you ever defaulted on a contract ? (If so, where and why?)
10. List similar project of the size and magnitude of this Project which were completed by your company, stating the cost for each and the month and year completed. Include the entity for which the work was performed with names, titles, and phone numbers.
11. List your major equipment currently available for this contract and designate whether owned or leased.
12. Background and experience of field personnel currently employed by your organization who will perform the work.
13. Background and experience of the principal members (officers) of your organization. Include president, vice president, secretary, treasurer, etc.
14. Give Bank reference.
15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Fayetteville.
16. Give bonding agent and limit.
17. If subcontractor is to be used for this contract, state the percentage of work anticipated to be completed by subcontractor. If subcontractor is to perform work, a separate Statement of Bidder's Qualifications regarding subcontractor and the method used by the subcontractor. Refer to Section 0100 & Section 0311.

Submit this Statement of Bidders Qualifications to the Engineer. Qualifications shall be submitted in a separate sealed envelope at the date and time listed on the Bid Proposal.

ROSETTA CONSTRUCTION LLC
(Name of Bidder)

By: Victor Rosetta

Title: PRES./MGR.

END OF SECTION 0420

SECTION 0500

AGREEMENT BETWEEN CITY OF FAYETTEVILLE AND ROSETTA CONSTRUCTION, LLC

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2012 by and between the **CITY OF FAYETTEVILLE** and **ROSETTA CONSTRUCTION, LLC**.

1. The **ROSETTA CONSTRUCTION, LLC** shall commence and complete all Work as specified or indicated in the Contract Documents. The **WORK** is generally described as follows:

ELKINS OUTFALL - GRAVITY SEWER IMPROVEMENTS

2. The **ROSETTA CONSTRUCTION, LLC** shall furnish all materials, supplies, tools, equipment, labor and other service necessary for the completion of the **WORK** described herein.
3. The **ROSETTA CONSTRUCTION, LLC** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** on or before a date to be specified in the **NOTICE TO PROCEED** and completed and ready for final payment within **180** calendar days. The **ROSETTA CONSTRUCTION, LLC** shall pay the **CITY OF FAYETTEVILLE**, as liquidated damages, the sum of **\$500** for each calendar day thereafter that the **WORK** is not complete.
4. The **ROSETTA CONSTRUCTION, LLC** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** and comply with the terms therein as shown in the **BID PROPOSAL**.
5. The term **CONTRACT DOCUMENTS** shall mean and include the following:
 - 5.1 Invitation to Bid
 - 5.2 Information for Bidders
 - 5.3 Supplemental Information for Bidders
 - 5.4 Bid Proposal
 - 5.5 Bid Bond
 - 5.6 Agreement Between City of Fayetteville and **ROSETTA CONSTRUCTION, LLC**
 - 5.7 Performance and Payment Bond
 - 5.8 General Conditions
 - 5.9 Prevailing Wage Rates
 - 5.10 Notice of Award
 - 5.11 Notice to Proceed
 - 5.12 Project Manual
 - 5.13 Addenda Numbers 1 to 1.
 - 5.14 Change Orders

6. The **CITY OF FAYETTEVILLE** shall pay the **ROSETTA CONSTRUCTION, LLC** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. **MISCELLANEOUS**
 - 8.1. Terms used in the Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
 - 8.2. 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.
 - 8.3. City of Fayetteville and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
 - 8.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon stricken provision or part thereof with a valid and enforceable provision that comes as close as possible expressing the intention of the stricken provision.
 - 8.5. Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost or fees.
 - 8.6. **Freedom of Information Act.** City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, Contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
 - 8.7. This contract must be interpreted under Arkansas Law.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE and ROSETTA CONSTRUCTION, LLC have signed this Agreement in quadruplicate. Three counterparts have been delivered to the City of Fayetteville, and one counterpart has been delivered to Contractor. All portions of the Contract Documents have been signed, initialed, or identified by City of Fayetteville and Contractor or identified by Engineer on their behalf.

OWNER

CONTRACTOR

CITY OF FAYETTEVILLE

ROSETTA CONSTRUCTION, LLC

BY _____
Mayor Lioneld Jordan

BY _____

[CORPORATE SEAL]

[CORPORATE SEAL]

ATTEST _____

ATTEST _____

Address for giving notices:

Address for giving notices:

113 W. Mountain
Fayetteville, AR 72701

P.O. BOX 14024

Springfield, MO 65814

License No. 0172540412

Agent for service of process: _____

(If **CONTRACTOR** is a corporation, attach evidence of authority to sign.)

(THIS PAGE INTENTIONALLY LEFT BLANK)

END OF SECTION 0500

SECTION 0660

CONTRACTOR'S ACT OF ASSURANCE FORM

As the authorized representative of the individual, incorporation, or corporation (hereinafter referred to as the company) bidding on or participating in the project, I certify that I have read and understand the requirements of the General and/or Supplemental Conditions and that the principles, agents and employees of the company will comply with these requirements including all relevant statutes and regulations issued pursuant thereto. I further certify as the authorized agent of the company that:

EQUAL OPPORTUNITY I will comply with all requirements of 41 CFR Chapter 60 and Executive Orders 11246 and 11375, including inclusion of all required equal opportunity clauses in each sub-contract awarded in excess of \$10,000 and I will furnish a similar statement from each proposed subcontractor, when appropriate. I will also comply with all Equal Employment Opportunity requirements as defined by Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; and Section 13 of the Federal Water Pollution Control Act Amendments of 1972 regarding sex discrimination.

NONSEGREGATED FACILITIES The company that I represent does not and will not maintain any facilities provided for its employees in a segregated manner, or permit its employees to perform their services at any location under company control where segregated facilities are maintained; and that the company will obtain a similar certification prior to the award of any subcontract exceeding \$10,000 which is not exempt from the equal opportunity clause.

LABOR STANDARDS I will comply with the Labor Standards Provisions contained in the Contract Documents and furnish weekly payrolls and certifications as may be required by the City of Fayetteville to affirm compliance. I will also require that weekly payrolls be submitted to the City of Fayetteville for all subcontracts in excess of \$2,000.

OSHA REQUIREMENTS I will comply with the Department of Labor Safety and Health Regulations promulgated under Section 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-333) in the performance of the contract.

PROCUREMENT PROHIBITIONS As required by Executive Order 11738, Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, I certify that I will not procure goods and services from persons who have been convicted of violations of either law if the goods or services are to be produced by the facility that gave rise to the violation.

DEBARMENT AND SUSPENSION I certify that to the best of my knowledge and belief that the company that I represent and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine. I further certify that I will obtain a similar certification for each subcontract awarded in excess of \$25,000.

AUTHORIZED REPRESENTATIVE

COMPANY NAME: Rosetta Construction LLC

SIGNATURE: Victor Rosetta DATE: 1/31/12

PRINTED NAME: VICTOR ROSETTA TITLE: PRES./MGR.

END OF SECTION 0660

XP-211

BIDDER'S CERTIFICATIONS*

Project Name ELKINS OUTFALL Project Number XP- 00F27401-0

Contract For CITY OF FAYETTEVILLE, AR.

The following certifications must be completed by the bidder for each contract.

A. EQUAL EMPLOYMENT OPPORTUNITY:

- () I have developed and have on file at my each establishment affirmative action programs pursuant to 41 CFR Part 60-2.
- () I have participated in previous contract(s) or subcontract(s) subject to the equal opportunity clause under **Executive Orders 11246 and 11375**. I have filed all reports due under the requirements contained in 41 CFR 60-1.7.
- () I have not participated in previous contract(s) subject to the equal opportunity clause under **Executive Orders 11246 and 11375**.
- () I will obtain a similar certification from any proposed subcontractor(s), when appropriate.

B. NONSEGREGATED FACILITIES

- () I certify that I do not and will not maintain any facilities provided for my employees in a segregated manner, or permit my employees to perform their services at any location under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award of any federally assisted subcontract exceeding \$10,000 which is not exempt from the equal opportunity clause as required by 41 CFR 60-1.8.

I understand that a false statement on this certification may be grounds for rejection of this bid proposal or termination of the contract award.

VICTOR ROSETTA PRES./MGR.
Typed Name & Title of Bidder's Authorized Representative

Victor Rosetta 1/31/12
Signature of Bidder's Authorized Representative Date

P.O. BOX 1403A

Springfield, MO. 65814
Name & Address of Bidder

*This is a suggested format. The grantee may substitute other equivalent format.

**CERTIFICATION BY CONTRACTOR
STATEMENT OF COMPLIANCE
WITH LABOR STANDARDS**

In accordance with Title 29, Subtitle A, Part 5, Section 5.6(a)(1), each monthly engineering estimate must be accompanied by the following certification executed by each prime contractor employing mechanics and laborers at the site on work.

Estimate No. _____ for period _____ to _____

Name of Project Location

Contract No. Date Contract Awarded

Project No. _____

I hereby certify that all of the contract requirements as specified under the applicable labor standards as set forth in the Copeland "Anti-Kickback" Act and the Contract Work Hours and Safety Standards Act, have been complied with by _____
_____ as principal contractor and by each _____

(Name of Contractor)

subcontractor employing mechanics or laborers at the site of the work, or there is a substantial dispute with the respect to the required provisions.

VICTOR ROSETTA PRES./MGR.
Typed Name & Title of Contractor's Authorized Representative

Victor Rosetta _____
Signature of Contractor's Authorized Representative Date

I understand that the falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

NOTES:

1. This certification may be placed on the estimate or on a separate sheet attached to the estimate.
2. The responsible State Agency shall, prior to approving a voucher, satisfy itself that copies of these certificates are on file with the Grantee.

XP-215

MBE/WBE/SBRA UTILIZATION INFORMATION SHEET*

NOTE: The bidders/contractors shall complete the following Minority/Women=s/Small Business in Rural Area (MBE/WBE/SBRA) utilization information **whenever** they solicit subcontract construction work and/or services and purchase of equipment and supplies for the project in order to provide the fair share of the total dollar amount of the contract for

MBE: Construction _____ % Equipment: _____ %, Supplies _____ %, Services _____ %
WBE: Construction: _____ %, Equipment: _____ %, Supplies: _____ %, Services: _____ %

1. Do you maintain and update qualified MBE, WBE, and SBRA on your solicitation lists for supplies, equipment, construction and/or service? Yes___ No X

If yes, when did you update your MBE/WBE/SBRA solicitation lists? _____

2. Do you maintain a list of minority, women and rural small business-focused publications that may be utilized to solicit MBEs or WBEs or SBRA's? Yes___ No X

If yes, name the publications: _____

3. Do you use the services of outreach programs sponsored by the Minority Business Development Agency and/or the Small Business Administration to recruit bona fide MBE/WBE/SBRA firms for placement on your solicitation lists? Yes___ No X

4. Do you seek out Minority Business Development Centers to assist you in identifying MBEs/WBEs/SBRAs for potential work opportunities on your proposed bid for this project? Yes___ No X

5. Do you analyze the bid package or contract documents to identify portions of work that can be divided and performed by qualified MBEs, WBEs and SBRA's including the bonding range? Yes X No___

If yes, please attach a brief description of portions of work you have identified for subcontracting. *SEEDING, CTTY INSPECTION, EPOXY COATING M¹'S*

6. Do you develop realistic delivery schedules which may provide for greater MBE/WBE/SBRA participation? Yes X No___

7. Do you send a letter of solicitation to MBE/WBE/SBRA for this project? Yes___ No X

If yes, please attach a sample copy of each different solicitation letter and the name and address of each MBE/WBE/SBRA.

8. Do you advertise in general circulation, trade journals, State agency publications of identified MBEs/WBEs/SBRAs, minority or women or rural small business focused media, etc., concerning the subcontracting opportunities on your proposed bid for this project? Yes__ No x
If yes, please list the name of publication and dates of advertisement and attach a copy of each advertisement from each publication.

9. Do you conduct pre-bid, pre-solicitation, and post award conferences, meetings and follow-ups with interested MBE, WBE and SBRA? Yes__ No x

If yes, please list person who attended conference as representative of MBE/WBE/SBRA

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

10. Total dollar amount of the contract: \$ _____

11. Total dollar amount and percentage of MBE/WBE/SBRA participation:

MBE: Construction: 0 %, Equipment: 0 %, Supplies: 0 %, Services: 0 %
 (\$) (\$) (\$) (\$)
 WBE: Construction: 0 %, Equipment: 0 %, Supplies: 0 %, Services: 0 %
 (\$) (\$) (\$) (\$)
 SBRA: Construction: 0 %, Equipment: 0 %, Supplies: 0 %, Services: 0 %
 (\$) (\$) (\$) (\$)

12. Name, address, phone number, contact person, type of construction subcontract, and dollar amount of subcontract.

MBE Subcontractor:	WBE Subcontractor:	SBRA Subcontractor:
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount:\$	Amount:\$	Amount:\$

MBE Subcontractor:	WBE Subcontractor:	SBRA Subcontractor:
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount:\$	Amount:\$	Amount:\$

Rosetta Construction LLC
Victor Rosetta
Victor Rosetta 1/31/12

*XP-215 is a suggested format. The grantee may substitute other equivalent format.

BID BOND

Conforms with The American Institute of
Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Rosetta Construction, LLC.

_____ as Principal, hereinafter called the Principal,

and the Hartford Fire Insurance Company,

of One Hartford Plaza, Hartford, CT. 06155 (888) 266-3488, a corporation duly organized under

the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Fayetteville, Arkansas as Obligee, hereinafter called the Obligee,

in the sum of 5% of Bid Amount -----

Dollars (\$ 5% of Bid Amount) , 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 Elkins Outfall Gravity Sewer Improvements

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee 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 Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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 31st day of January, 2012.

Jerusa Rosetta

Witness

Rosetta Construction, LLC. (Seal)

Principal
{ Victor Rosetta
VICTOR ROSETTA PRES./MGR. Title

Julia [unclear]

Witness

Hartford Fire Insurance Company

By Callae J. Doty
Callae J. Doty Attorney-in-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-4

Resette Construction, LLC
Page 29 of 30

P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 37-280517

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Callae J. Doty, Gary L. Yost, De Elda F. Rogers, William L. Southworth, Jr., Thomas A. Montileone, Brandi J. Bradley
of
Springfield, MO

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Scott Sadowsky

Scott Sadowsky, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of January 31, 2012.

Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President



P. O. Box 14024
SPRINGFIELD, MO 65814

ROSETTA
CONSTRUCTION, LLC
WWW.ROSETTACONSTRUCTION.COM

(O) 417-886-2094
(FAX) 417-881-5758

City of Fayetteville
113 W. Mountain Street
Fayetteville, Arkansas 72701
Attn: Shannon Jones, P.E.

Re: Elkins Outfall-Gravity Sewer Improvements

Dear Shannon,

With regards to MBE/WBE participation we are providing the additional information.

We reviewed the above referenced project and considered all phases of work that could be subcontracted. It appeared to us that subcontracting post TV of the completed sewer line, epoxy coating of manholes and site restoration would be phases of work for potential MBE/WBE firms.

We reviewed the Arkansas Unified Disadvantaged Business Directory (January 11, 2012) and did not find anyone registered for this type of work. We received bids from several subcontractors for these items but none were DBE/MBE/WBE firms.

If during the construction of this project an opportunity to subcontract work to a qualified DBE/MBE/WBE firm we will attempt to do so

Sincerely,

A handwritten signature in black ink that reads "Victor Rosetta". The signature is written in a cursive, flowing style.

Victor Rosetta
President- Rosetta Construction LLC