

City Council Agenda Items
 and
 Contracts, Leases or Agreements

5/1/2012

City Council Meeting Date
 Agenda Items Only

David Jurgens
 Submitted By

Utility Division
 Division

Utility Division
 Department

Action Required:

A resolution to award a contract in the amount of \$1,575,497.00 to Goodwin & Goodwin(bid 12-25) for the relocation of existing water and sewer lines on Garland Ave. from North to Janice Street. Also, to approve a project contingency of 5% (\$78,775) and to approve a budget adjustment. AHTD will reimburse the City \$101,990.00 upon completion of the project.

\$101,990 Federal Grants-Capital		
\$815,529.00 Cont Srv & Contingency		
\$736,753.00 Contract Services	\$ 1,887,505.00	Garland Ave. W/S relocations
Cost of this request	Category / Project Budget	Program Category / Project Name
5400.0940.4309.00	\$ -	
5400.5640.5315.00 <i>52080</i>	\$ -	
5400.5740.5315.00 <i>5818.d</i>	\$ 132,281.00	Garland Ave. W & S
Account Number	Funds Used to Date	Program / Project Category Name
	\$ -	
	\$ -	
06035.2250	\$ 1,755,224.00	W & S Revenue bonds
Project Number	Remaining Balance	Fund Name

Budgeted Item

Budget Adjustment Attached

[Signature]
 Department Director

13 April 12
 Date

Previous Ordinance or Resolution # _____

[Signature]
 City Attorney

April 16, 2012
 Date

Original Contract Date: _____

Original Contract Number: _____

Paul A. Behm
 Finance and Internal Services Director

4-16-2012
 Date

Received in City Clerk's Office *13-12 P03:24 RCVD*
UDG

[Signature]
 Chief of Staff

4-16-12
 Date

Received in Mayor's Office
 ENTERED
4/16/12
[Signature]

[Signature]
 Mayor

5/17/12
 Date

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director
Water/Sewer Committee



Date: April 13, 2012

Subject: Hwy. 112 (Garland Ave.) Water and Sewer Relocation Construction Contract- Goodwin & Goodwin

RECOMMENDATION

City Administration recommends awarding a contract to Goodwin & Goodwin, Inc., for \$1,575,497 for construction of water and sewer improvements on Garland Avenue from North Street to Janice Street, approving of a 5% project contingency for \$78,775, and approving the attached Budget Adjustment.

BACKGROUND

Relocation of existing water and sewer lines is required in preparation for the combined Arkansas Highway Department (AHTD) and City widening of Hwy. 112 (Garland Ave.) from North Street to Janice Street. The majority of the existing water and sewer lines in this section of roadway are located within the AHTD right of way (ROW), so the City will bear the majority of the expense to relocate these lines.

DISCUSSION

On April 11, 2012, the City received five construction bids shown below. Per the previously approved agreement, the AHTD will reimburse the City for 6.47% of the total project cost, \$101,990, and the City to pay the remaining 93.53%, or \$1,473,507. In general, the AHTD pays for relocating lines currently existing outside the existing ROW, and the City pays for lines that are currently inside the ROW and any increases in capacity. In this arrangement, the City designs, awards, and supervises construction of the utility relocation project, and will submit monthly requests for reimbursement from the AHTD.

Contractor	Bid
Goodwin & Goodwin	\$ 1,575,497.00
Fochtman	\$ 1,682,997.50
Redford	\$ 1,743,820.00
T-G Excavating	\$ 1,811,111.00
B R McGinty	\$1,675,153,616.45
Engineer's Estimate	\$ 1,588,807.00

BUDGET IMPACT

This project is funded from several sources, including water and sewer revenue bonds, water and sewer funds, and possibly transportation bond funds. The budget adjustment moves funds as appropriate to reflect the various funding sources.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A CONTRACT FOR RELOCATION OF WATER AND SEWER MAINS ALONG GARLAND AVENUE WITH THE LOW BIDDER, GOODWIN & GOODWIN, INC. IN THE AMOUNT OF \$1,575,497.00 WITH A PROJECT CONTINGENCY OF \$78,775.00 AND TO APPROVE A BUDGET ADJUSTMENT

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 a contract for relocation of water and sewer mains along Garland Avenue with the low bidder, Goodwin & Goodwin, Inc. in the amount of \$1,575,497.00 with a project contingency of \$78,775.00, approves a budget adjustment and authorizes Mayor Jordan to sign this attached contract.

PASSED and APPROVED this 1st day of May, 2012.

APPROVED:

ATTEST:


By: _____
LIONELD JORDAN, Mayor

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

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 #: **293** Vendor Name: **Goodwin & Goodwin** Requisition No.: _____ Date: **4/12/2012**
 Address: **3503 Free Ferry Rd.** State: **AR** P.O Number: _____ Expected Delivery Date: _____
 City: **Fort Smith** Zip Code: **72903** Ship to code: _____
 Requester: **Matt Casey** Requester's Employee #: **2119** Division Head Approval:  No: **XX**
 Mail Yes: _____ No: _____ Taxable Yes: _____ No: _____ Quotes Attached Yes: _____ No: **XX**

No.	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Contract Services	1		101,990.00	\$101,990.00	5400.5600.5315-00	06035.2250		
2	This is a grant					588400			
3				\$0.00					
4	Contract Services	1		736,754.00	\$736,754.00	5400.5640.5945-00	06035.2250		
5	Contract Services	1		736,753.00	\$736,753.00	5400.5740.5945-00	06035.2250		
6				\$0.00		581500			
7				\$0.00					
8				\$0.00					
9				\$0.00					
10				\$0.00					
*	Shipping/Handling		Lot		\$0.00				

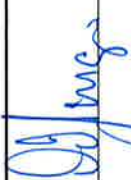
Special Instructions: _____

Subtotal: **\$1,575,497.00**

Tax: _____

Total: **\$1,575,497.00**

Approvals:

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

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

Budget Year 2012	Division: Utilities Director Department: Utilities Director	Request Date 4/12/2012	Adjustment Number
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BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Contract for Garland Avenue Water & Sewer Improvements will be awarded to Goodwin & Goodwin with a bid of \$1,575,497.00
 AHTD will reimburse the City \$101,990.00 upon completion of the project.

Division Head	Date	Prepared By: _____	Reference: _____
<i>[Signature]</i>	4-13-2012		
Budget Director	Date	Budget & Research Use Only	
<i>[Signature]</i>	13 Apr 12	Type:	A B C D E P
Department Director	Date	General Ledger Date	_____
<i>Paul A. Bach</i>	4-16-2012	Posted to General Ledger	Initial Date
Finance Director	Date	Checked / Verified	Initial Date
<i>[Signature]</i>	4-16-12		
Chief of Staff	Date		
<i>[Signature]</i>	4/12/12		
Mayor	Date		

Account Name	Account Number	TOTAL BUDGET ADJUSTMENT		Project.Sub Number
		Expense	Revenue	
Federal Grants-Capital	5400.0940.4309.00		101,990	06035 2250
Contract services	5400.5600.5345.00	101,990		06035 2250
ADDContract services	5400.5640.5345.00	736,754		06035 2250
ADDContract services	5400.5740.5345.00	736,753		06035 2250
Sewer improvements	5400.5740.5815.00	(1,473,507)		09018 0902

DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: Garland Ave. Water and Sewer Improvement Project
Job 040489 (Utilities) STP-9142(22)
Hwy. 112 Spur – North Route 112 Section 1
Washington County

Contract No.: _____

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2012 by and between The City of Fayetteville, Arkansas and _____ (hereinafter called Contractor).

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The work under this Contract includes, but is not limited to:

The construction of water and sewer main relocations for the widening of Garland Avenue (Highway 112) from North Street to Janice Avenue including approximately 5400 feet of water main from 2” to 24” in diameter, approximately 3020 feet of 8” sewer main, highway bores, fire hydrants, fittings, manholes and related facilities.

The Contract includes work in AHTD Right-of-way , City of Fayetteville Right-of-way and in General Utility Easements.

Refer to Section 00400-Bid Form for quantities:

ARTICLE 2 - ENGINEER

2.01 The Contract Documents have been prepared by the City of Fayetteville Engineering Division. City of Fayetteville Engineering Division assumes all duties and responsibilities, and has the rights and authority assigned to City of Fayetteville Engineering Division in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

DOCUMENT 00500 – AGREEMENT (continued)

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

- A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

- A. The Work will be Substantially Completed within **180** calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment in accordance with the GENERAL CONDITIONS within **210** calendar days after the date when the Contract Times commence to run.

3.03 LIQUIDATED DAMAGES:

- A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville Seven Hundred Fifty Dollars (\$750.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Seven

DOCUMENT 00500 – AGREEMENT (continued)

Hundred Fifty Dollars (\$750.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

- 4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the prices bid in the Proposal (BID FORM) which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.
- 4.02 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions.
- 4.03 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.

ARTICLE 5 - PAYMENT PROCEDURES

- 5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:
- A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.
- 5.02 PROGRESS PAYMENTS, RETAINAGE:
- A. The City of Fayetteville 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 15th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price

DOCUMENT 00500 – AGREEMENT (continued)

Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

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 The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.
 - a. 90% of Work Completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to The City of Fayetteville and Engineer, The City of Fayetteville on recommendation of Engineer, may determine that as long as the character and progress of the Work subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work Completed less the aggregate of payments previously made; and
 - b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.
2. Upon Substantial Completion, The City of Fayetteville shall pay an amount sufficient to increase total payments to Contractor to 95% of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.

DOCUMENT 00500 – AGREEMENT (continued)

5.03 FINAL PAYMENT:

- A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, The City of Fayetteville shall pay the remainder of the Contract Price as recommended by Engineer and as provided in the GENERAL CONDITIONS.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce The City of Fayetteville to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Contractor has carefully studied all:
 - (1) Reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and
 - (2) Reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated

DOCUMENT 00500 – AGREEMENT (continued)

in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.

- E. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

DOCUMENT 00500 – AGREEMENT (continued)

- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

- A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:
1. This Agreement.
 2. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed.
 - b. Contractor's Bid.
 - c. Documentation submitted by Contractor prior to Notice of Award.
 3. Performance, Payment, and other Bonds.
 4. General Conditions.
 5. Supplementary Conditions.
 6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.
 7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title: Garland Ave. Water and Sewer Improvement Project
 8. Addenda numbers one (1) to ____ (___), inclusive.

DOCUMENT 00500 – AGREEMENT (continued)

9. 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 the GENERAL CONDITIONS.

ARTICLE 8 - MISCELLANEOUS

8.01 TERMS:

- A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

8.02 ASSIGNMENT OF CONTRACT:

- A. 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.

8.03 SUCCESSORS AND ASSIGNS:

- A. The City of Fayetteville and Contractor each binds himself, his 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.

DOCUMENT 00500 – AGREEMENT (continued)

8.04 SEVERABILITY:

- A. 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 The City of Fayetteville and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 FREEDOM OF INFORMATION ACT:

- A. City 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, the 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.

8.06 LIENS:

- A. **No liens against this construction project are allowed.** Arkansas law (A.C.A. §§18-44-501 through 508) prohibits the filing of any mechanics' or materialmen's liens in relation to this public construction project. Arkansas law requires and the contractor promises to provide and file with the Circuit Clerk of Washington County a bond in a sum equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment or labor or material on the bond. The contractor promises to notify every subcontractor and materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor and Engineer. Two

DOCUMENT 00500 – AGREEMENT (continued)

counterparts each has been delivered to The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor or identified by Engineer on their behalf.

This Agreement will be effective on _____, 20__, which is the Effective Date of the Agreement.

CONTRACTOR _____ CITY OF FAYETTEVILLE _____

By: _____ By: _____

Title: _____ Title: _____

(SEAL)

(SEAL)

Attest _____ Attest _____

Address for giving notices

Address for giving notices

DOCUMENT 00500 – AGREEMENT (continued)

_____	_____
_____	_____
License No. _____	(attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement)
Agent for Service of process _____	

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

Approved As to Form:

By: _____

Attorney For: _____

END OF DOCUMENT 00500

GARLAND AVE. WATER & SEWER IMPROVEMENTS - BID TAB - APRIL 11, 2012

Item No.	Item Description	Unit	Engineer's Estimate		Greathart & Goodwin		B. R. McGinty Mech. Cont		Fochman		Redford Construction		I-G Excavating	
			Unit Price	Total Bid	Unit Price	Total Bid	Unit Price	Total Bid	Unit Price	Total Bid	Unit Price	Total Bid	Unit Price	Total Bid
1	ACT 201, 1993 TRENCH AND EXCAVATION SAFETY SYSTEM	LS	\$40,000.00	\$40,000.00	\$60,000.00	\$60,000.00	\$10,476.00	\$10,476.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
2	TRAFFIC CONTROL	LS	\$20,000.00	\$20,000.00	\$48,000.00	\$48,000.00	\$22,310.73	\$22,310.73	\$18,000.00	\$18,000.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00
3	MOBILIZATION	LS	\$15,000.00	\$15,000.00	\$60,000.00	\$60,000.00	\$33,999.30	\$33,999.30	\$68,000.00	\$68,000.00	\$85,000.00	\$85,000.00	\$51,165.00	\$51,165.00
4	SITE PREPARATION	LS	\$120,000.00	\$120,000.00	\$110,000.00	\$110,000.00	\$14,807.02	\$14,807.02	\$75,000.00	\$75,000.00	\$40,000.00	\$40,000.00	\$35,000.00	\$35,000.00
5	24-INCH DUCTILE IRON PIPE, CLASS 300 WITH DOUBLE POLYWRAP	LF	\$120.00	\$120.00	\$140.00	\$140.00	\$106,989.65	\$106,989.65	\$140.00	\$140.00	\$200.00	\$200.00	\$180.00	\$180.00
6	12-INCH PVC, C-900, CLASS 200 DR-14 WATER MAIN	LF	\$255.00	\$255.00	\$62.00	\$62.00	\$11,442.50	\$11,442.50	\$43.50	\$43.50	\$70.00	\$70.00	\$75.00	\$75.00
7	6-INCH PVC, C-900, CLASS 200 DR-14 WATER MAIN	LF	\$40.00	\$40.00	\$53.00	\$53.00	\$63,434.00	\$63,434.00	\$31.00	\$31.00	\$65.00	\$65.00	\$70.00	\$70.00
8	6-INCH PVC, C-900, CLASS 200 DR-14 WATER MAIN	LF	\$20.00	\$20.00	\$6,834.00	\$6,834.00	\$3,003.24	\$3,003.24	\$15.00	\$15.00	\$172,500.00	\$172,500.00	\$100.00	\$100.00
9	12-INCH POLYETHYLENE CLASS 200 WATER SERVICE TUBING	LF	\$10.00	\$10.00	\$18.00	\$18.00	\$2,735.12	\$2,735.12	\$15.00	\$15.00	\$30.00	\$30.00	\$30.00	\$30.00
10	24-INCH POLYETHYLENE CLASS 200 WATER SERVICE TUBING	LF	\$266.00	\$266.00	\$8,000.00	\$8,000.00	\$7,373.34	\$7,373.34	\$11.00	\$11.00	\$27,125.00	\$27,125.00	\$6.00	\$6.00
11	12-INCH CLASS 280B BUTTERFLY VALVE W/BOX	EA	\$2,500.00	\$2,500.00	\$2,800.00	\$2,800.00	\$1,499.08	\$1,499.08	\$7,125.00	\$7,125.00	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00
12	12-INCH CLASS 280B BUTTERFLY VALVE W/BOX	EA	\$2,500.00	\$2,500.00	\$2,800.00	\$2,800.00	\$2,858.08	\$2,858.08	\$2,131.00	\$2,131.00	\$12,000.00	\$12,000.00	\$4,000.00	\$4,000.00
13	6-INCH GATE VALVE W/BOX	EA	\$1,200.00	\$1,200.00	\$2,000.00	\$2,000.00	\$1,831.45	\$1,831.45	\$1,910.00	\$1,910.00	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00
14	6-INCH GATE VALVE W/BOX	EA	\$800.00	\$800.00	\$800.00	\$800.00	\$1,289.83	\$1,289.83	\$1,060.00	\$1,060.00	\$850.00	\$850.00	\$3,000.00	\$3,000.00
15	2-INCH GATE VALVE W/BOX	EA	\$2,500.00	\$2,500.00	\$4,500.00	\$4,500.00	\$7,355.00	\$7,355.00	\$5,500.00	\$5,500.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00
16	THREE WAY FIRE HYDRANT ASSEMBLY W/VALVE	EA	\$500.00	\$500.00	\$4,500.00	\$4,500.00	\$255.86	\$255.86	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00
17	REMOVE EXISTING FIRE HYDRANT AND DELIVER TO OWNER	EA	\$800.00	\$800.00	\$600.00	\$600.00	\$76.02	\$76.02	\$750.00	\$750.00	\$500.00	\$500.00	\$800.00	\$800.00
18	2-INCH BLOWOFF ASSEMBLY	EA	\$4,000.00	\$4,000.00	\$6,000.00	\$6,000.00	\$4.51	\$4.51	\$1,365.00	\$1,365.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
19	12-INCH X 12-INCH TAPPING SLAVE AND VALVE W/BOX	EA	\$2,500.00	\$2,500.00	\$15,000.00	\$15,000.00	\$5.58	\$5.58	\$6,800.00	\$6,800.00	\$6,000.00	\$6,000.00	\$9,000.00	\$9,000.00
20	8-INCH X 8-INCH TAPPING SLAVE AND VALVE W/BOX	EA	\$2,200.00	\$2,200.00	\$3,600.00	\$3,600.00	\$67.76	\$67.76	\$4,460.00	\$4,460.00	\$3,500.00	\$3,500.00	\$6,000.00	\$6,000.00
21	6-INCH X 6-INCH TAPPING SLAVE AND VALVE W/BOX	EA	\$2,200.00	\$2,200.00	\$9,200.00	\$9,200.00	\$12,041.88	\$12,041.88	\$3,840.00	\$3,840.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
22	24-INCH X 24-INCH CONNECTION	EA	\$8,000.00	\$8,000.00	\$16,000.00	\$16,000.00	\$4,103.62	\$4,103.62	\$9,800.00	\$9,800.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00
23	24-INCH X 24-INCH CONNECTION	EA	\$4,000.00	\$4,000.00	\$800.00	\$800.00	\$3,227.21	\$3,227.21	\$1,934.00	\$1,934.00	\$800.00	\$800.00	\$3,300.00	\$3,300.00
24	EPOXY COATED DUCTILE IRON FITTINGS	LB	\$55.00	\$177,500.00	\$0.01	\$55.00	\$46,762.19	\$46,762.19	\$6.75	\$239,625.00	\$1.00	\$35,500.00	\$3.00	\$12,000.00
25	SINGLE METER SETTINGS, COMPLETE INCL. PRESSURE REDUCER &	EA	\$1,200.00	\$44,400.00	\$900.00	\$33,300.00	\$6,517.93	\$6,517.93	\$897.00	\$36,887.00	\$1,000.00	\$37,000.00	\$1,500.00	\$55,500.00
26	DOUBLE METER SETTINGS, COMPLETE INCL. PRESSURE REDUCER &	EA	\$1,400.00	\$3,300.00	\$1,700.00	\$3,300.00	\$1,540.95	\$1,540.95	\$1,491.00	\$3,481.00	\$900.00	\$3,000.00	\$2,500.00	\$5,000.00
27	REMOVE EXISTING METER SETTING	EA	\$300.00	\$15,000.00	\$300.00	\$15,000.00	\$1,698.48	\$1,698.48	\$1,490.00	\$11,920.00	\$1,000.00	\$8,000.00	\$2,500.00	\$20,000.00
28	12-INCH SADDLE, 1-INCH CORPORATION STOP AND TAP	EA	\$6.00	\$3,000.00	\$30.00	\$1,800.00	\$75.35	\$750.00	\$750.00	\$5,250.00	\$100.00	\$5,350.00	\$50.00	\$2,650.00
29	8-INCH SADDLE, 1-INCH CORPORATION STOP AND TAP	EA	\$150.00	\$1,500.00	\$300.00	\$4,500.00	\$59.00	\$590.00	\$315.00	\$3,150.00	\$1,000.00	\$3,000.00	\$650.00	\$16,500.00
30	2-INCH SADDLE, 3/4-INCH CORPORATION STOP AND TAP	EA	\$140.00	\$1,400.00	\$200.00	\$2,800.00	\$9,229.05	\$9,229.05	\$190.00	\$1,900.00	\$950.00	\$950.00	\$600.00	\$6,000.00
31	24-INCH BORED STEEL CASING	LF	\$1,200.00	\$1,200.00	\$250.00	\$250.00	\$48.41	\$48.41	\$145.82	\$145.82	\$500.00	\$500.00	\$800.00	\$800.00
32	24-INCH DIRECT BURY STEEL CASING	LF	\$1,200.00	\$1,200.00	\$300.00	\$300.00	\$624.42	\$624.42	\$465.00	\$465.00	\$1,500.00	\$1,500.00	\$3,500.00	\$3,500.00
33	16-INCH BORED STEEL CASING	LF	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$158.11	\$158.11	\$70.00	\$70.00	\$1,600.00	\$1,600.00	\$300.00	\$300.00
34	16-INCH DIRECT BURY STEEL CASING	LF	\$800.00	\$800.00	\$275.00	\$275.00	\$64,547.70	\$64,547.70	\$310.00	\$102,900.00	\$260.00	\$127,400.00	\$210.00	\$102,900.00
35	12-INCH BORED STEEL CASING	LF	\$300.00	\$300.00	\$1,350.00	\$1,350.00	\$17,912.40	\$17,912.40	\$145.00	\$37,500.00	\$130.00	\$32,700.00	\$160.00	\$30,400.00
36	12-INCH DIRECT BURY STEEL CASING	LF	\$450.00	\$450.00	\$1,500.00	\$1,500.00	\$20,083.80	\$20,083.80	\$210.00	\$172,600.00	\$250.00	\$15,000.00	\$190.00	\$11,400.00
37	4-INCH BORED CASING	LF	\$75.00	\$75.00	\$125.00	\$125.00	\$2.15	\$2.15	\$112.00	\$2,400.00	\$120.00	\$1,200.00	\$150.00	\$3,000.00
38	4-INCH DIRECT BURY STEEL CASING	LF	\$30.00	\$30.00	\$65.00	\$65.00	\$79.33	\$79.33	\$92.00	\$5,270.00	\$130.00	\$11,050.00	\$160.00	\$13,600.00
39	4-INCH BORED CASING	LF	\$45.00	\$71,000.00	\$35.00	\$90.00	\$11.64	\$90.00	\$100.00	\$50.00	\$110.00	\$110.00	\$120.00	\$60.00
40	2-INCH DIRECT BURY CASING	LF	\$20.00	\$0.00	\$20.00	\$0.00	\$15,954.92	\$25,517.87	\$45.00	\$72,000.00	\$50.00	\$80,000.00	\$30.00	\$48,000.00
41	2-INCH BORED CASING	LF	\$20.00	\$0.00	\$0.00	\$0.00	\$0.15	\$0.00	\$80.00	\$90.00	\$100.00	\$100.00	\$25.00	\$0.00
42	TREE PROTECTION FENCING	LF	\$3.00	\$5,880.00	\$6.00	\$11,160.00	\$32.82	\$328.82	\$3.00	\$5,880.00	\$3.00	\$5,880.00	\$1.00	\$1,860.00
43	CUT AND CAP EXISTING 24-INCH WATER MAIN	EA	\$900.00	\$900.00	\$1,800.00	\$1,800.00	\$444,205.20	\$444,205.20	\$30.00	\$5,880.00	\$2,000.00	\$8,000.00	\$3,000.00	\$12,000.00
44	CUT AND CAP EXISTING 12-INCH WATER MAIN	EA	\$300.00	\$300.00	\$1,500.00	\$1,500.00	\$60.10	\$60.10	\$5,000.00	\$8,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$3,000.00
45	CUT AND CAP EXISTING 8-INCH WATER MAIN	EA	\$400.00	\$400.00	\$6,800.00	\$6,800.00	\$46.08	\$46.08	\$2,950.00	\$800.00	\$800.00	\$2,400.00	\$1,000.00	\$3,600.00
46	CUT AND CAP EXISTING 4-INCH WATER MAIN	EA	\$300.00	\$300.00	\$1,200.00	\$1,200.00	\$2,631.60	\$2,631.60	\$2,150.00	\$700.00	\$700.00	\$1,900.00	\$800.00	\$13,600.00
47	CUT AND CAP EXISTING 2-INCH WATER MAIN	EA	\$400.00	\$400.00	\$900.00	\$900.00	\$4,576.88	\$4,576.88	\$2,000.00	\$28,000.00	\$600.00	\$8,400.00	\$800.00	\$12,000.00
48	ADJUST EXISTING WATER VALVE TO FINISHED GRADE	EA	\$250.00	\$1,000.00	\$400.00	\$1,600.00	\$30.08	\$30.08	\$1,000.00	\$4,000.00	\$1,500.00	\$6,000.00	\$600.00	\$2,400.00
49	ABANDON EXISTING WATER VALVE	EA	\$300.00	\$800.00	\$300.00	\$800.00	\$4,083.64	\$4,083.64	\$200.00	\$800.00	\$100.00	\$400.00	\$400.00	\$1,600.00
50	12-INCH PVC SEWER MAIN, SDR-26	LF	\$42.00	\$15,372.00	\$46.00	\$16,836.00	\$15,087.65	\$5,522,079.90	\$350.00	\$11,900.00	\$900.00	\$33,940.00	\$100.00	\$36,600.00
51	6-INCH PVC SEWER MAIN, SDR-26	LF	\$38.00	\$113,810.00	\$36.00	\$107,820.00	\$47.28	\$126,628.60	\$49.00	\$77,870.00	\$85.00	\$254,375.00	\$90.00	\$209,550.00
52	6-INCH PVC SEWER SERVICE, SCH 40	LF	\$27.00	\$904.00	\$35.00	\$945.00	\$120.09	\$3,324.43	\$26.00	\$702.00	\$80.00	\$2,160.00	\$80.00	\$2,160.00
53	4-INCH PVC SEWER SERVICE, SCH 40	LF	\$30.00	\$3,960.00	\$38.00	\$3,464.00	\$21.13	\$28,483.24	\$30.00	\$30,000.00	\$45.00	\$60,660.00	\$35.00	\$47,180.00
54	4 FOOT DIAMETER STANDARD MANHOLE, UP TO 6 FEET DEEP	EA	\$2,300.00	\$5,500.00	\$3,000.00	\$9,000.00	\$2,501.35	\$7,503.05	\$2,335.00	\$53,705.00	\$2,000.00	\$46,000.00	\$4,000.00	\$92,000.00
55	EXTRA MANHOLE DEPTH, OVER 6 FEET DEEP	VF	\$150.00	\$5,100.00	\$200.00	\$6,800.00	\$217.03	\$17,791.02	\$125.00	\$5,125.00	\$150.00	\$4,500.00	\$300.00	\$10,200.00
56	REMOVE EXISTING MANHOLE	EA	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$405.32	\$6,079.80	\$1,920.00	\$28,800.00	\$300.00	\$4,500.00	\$900.00	\$7,500.00
57	ADJUST EXISTING MANHOLE TO FINISHED GRADE	EA	\$1,500.00	\$6,000.00	\$800.00	\$800.00	\$531.05	\$3,848.00	\$511.05	\$3,848.00	\$500.00	\$2,000.00	\$500.00	\$2,000.00
58	SEWER SERVICE CONNECTION ON 12" PVC	EA	\$400.00	\$3,300.00	\$1,000.00	\$8,000.00	\$6,280.16	\$6,280.16	\$1,120.00	\$8,960.00	\$600.00	\$4,800.00	\$650.00	\$5,200.00
59	SEWER SERVICE CONNECTION ON 8" PVC	EA	\$300.00	\$11,700.00	\$700.00	\$27,300.00	\$488.04	\$19,033.56	\$910.00	\$35,340.00	\$600.00	\$19,500.00	\$800.00	\$19,500.00
60	6-INCH MANHOLE TAP FOR SEWER SERVICE	EA	\$600.00	\$600.00	\$1,000.00	\$1,000.00	\$695.82	\$695.82	\$975.00	\$975.00	\$600.00	\$600.00	\$600.00	\$600.00
61	4-INCH MANHOLE TAP FOR SEWER SERVICE	EA	\$500.00	\$500.00	\$									

DOCUMENT 00140 – BIDDER’S QUALIFICATION STATEMENT:

Contract Name: GARLAND AVE. WATER AND SEWER IMPROVEMENT PROJECT

Date: _____

SUBMITTED TO:

The City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

SUBMITTED BY:

Company Goodwin & Goodwin - Inc

Name Bryan Goodwin

Address 3503 Free Ferry Rd

Principal Office Bryan Goodwin

Corporation partnership, individual, joint
venture, other _____

Arkansas State General Contractor’s License Number
0016960412

EXPERIENCE STATEMENT

1. Bidder has been engaged as a General Contractor in construction for 32 years and has performed work of the nature and magnitude of this Contract for 32 years. Bidder has been in business under its present name for 32 years.

2. Bidder now has the following bonded projects under contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and estimated completion date.)
CITY VAN BUREN, Southside Drainage C/W - INS JUNE 15TH 275,000
CITY FT SMITH, Sewer & Pump Station 1.1 (Mil) April 15TH C/W - INS

3. Bidder has completed the following (list minimum of 3) contracts consisting of work similar to that proposed by this Contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect

RAZORBACK Rd CITY Fg WL-13 CITY Fg
WL-9 CITY Fg ALL 3 JOBS WITH CITY OF (FAY)

DOCUMENT 00140 – BIDDER’S QUALIFICATION STATEMENT: (CONTINUED)

contact, amount of contract, surety, and date of completion and percentage of the cost of the Work performed with Bidder’s own forces.)

4. Has Bidder ever failed to complete any project? If so, state when, where, and why.

NO

5. Bidder normally performs the following work with his own forces:

All work

6. Construction experience of key individuals in the organization is as follows (continued on attached sheets if needed):

Mike Brown

David Garcia

Steve DRAGOUS

Bryan Goodwin

7. In the event the Contract is awarded to Bidder, the required surety Bonds will be furnished by the following surety company and name and address of agent:

CINCINNATI, Insurance Company

P.O. Box 145496

Cincinnati OH 45250-5496

8. Bidder’s Workmen’s Compensation Experience Modifier Factor is: 0.92

DOCUMENT 00140 – BIDDER’S QUALIFICATION STATEMENT: (CONTINUED)

FINANCIAL STATEMENT

Bidder possesses adequate financial resources as indicated by the following:

1. Assets and Liabilities: Attach a financial statement, audited if available, including Bidder’s latest balance sheet and income statements showing the following items:
 - a. Current assets (cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).
 $\$300,000^{\text{so}}$
 - b. Net fixed assets. *Over 2 Mil*
 - c. Other assets. *Over 1 Mil*
 - d. Current liabilities (accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes).
 $\text{Under } \$50,000^{\text{so}}$
 - e. Other liabilities (capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).
 $\text{Under } \$25,000^{\text{so}}$
 - f. Name of firm preparing financial statement and date thereof:
HANK HANKINS CPA, FT SURTH, AR

If financial statement is not for identical organization named herein, explain relationship and financial responsibility of the organization furnished.

2. Current Judgments: The following judgements are outstanding against Bidder:

	<u>Judgment Creditors</u>	<u>Where Docketed and Date</u>	<u>Amount</u>
a.	<i>N/A</i>	_____	\$ _____
b.	_____	_____	\$ _____

DOCUMENT 00140 – BIDDER’S QUALIFICATION STATEMENT: (CONTINUED)

Bidder hereby represents and warrants that all statements set forth herein are true and correct.

Date: 4-11-, 2012

(OFFICIAL SEAL)

Name of Organization:

Goodwin Goodwin Inc

By Bryan Goodwin

Title President

(If Bidder is a partnership, the partnership name shall be signed, followed by the signature of at least one of the partners. If Bidder is a corporation, the corporate name shall be signed, followed by the signature of a duly-authorized officer and with the corporate seal affixed.)

END OF DOCUMENT 00140

DOCUMENT 00400 -BID FORM

Contract Name: Garland Ave. Water and Sewer Improvement Project
Job 040489 (Utilities) STP-9142(22)
Hwy. 112 Spur - North Route 112 Section 1
Washington County

Bid Number:

BID TO:

Owner: The City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

BID FROM:

Bidder: Goodwin & Goodwin - Inc
3503 Frazer Ferry Rd
FT SMITH, AR 72903

ARTICLE 1 - INTENT

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

ARTICLE 2 - TERMS AND CONDITIONS

2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.



Brown • Hiller • Clark & Associates
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)

Goodwin & Goodwin, Inc.
3503 Free Ferry Road
Fort Smith, AR 72903

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

Cincinnati Insurance Company
P. O. Box 145496
Cincinnati, OH 45250-5496

a corporation duly organized under the laws of the State of Ohio
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 Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

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 **Garland Ave Water & Sewer Improvement Program,**
(Here insert full name, address and description of project)
Job 040489 (Utilities) STP-9142 (22) Hwy 112 Spur, North Route 112, Washington County

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 **11th** day of **April** **2012**

(Witness)

Goodwin & Goodwin, Inc.
(Principal)
(Seal)
(Title)

(Witness)

Cincinnati Insurance Company
(Surety)
(Title) *(Seal)*
Beth Solomon, Attorney-in-Fact

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Marty C. Clark; Sam B. Hiller; Larry R. Clark; Scott R. Clark;
Janice A. Butler; Scott Taylor; Beth Solomon and/or Sarah Day

of Fort Smith, Arkansas its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows: Any such obligations in the United States, up to Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

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

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

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

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of October, 2008.



STATE OF OHIO)
COUNTY OF BUTLER) ss:

THE CINCINNATI INSURANCE COMPANY

Thomas H. Kelly
Vice President

On this 10th day of October, 2008, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

11th day of April, 2012



Bruce J. Schlemmer
Secretary

DOCUMENT 0400 –BID FORM

Contract Name: Garland Ave. Water and Sewer Improvement Project
Job 040489 (Utilities) STP-9142(22)
Hwy. 112 Spur – North Route 112 Section 1
Washington County

Bid Number:

BID TO:

Owner: The City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

BID FROM:

Bidder:

Goodwin & Goodwin-The
3503 Free Ferry Rd
FT Smith AR 72903

ARTICLE 1 - INTENT

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

ARTICLE 2 - TERMS AND CONDITIONS

2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.

DOCUMENT 00400 – BID FORM (continued)

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Number</u>	<u>Date</u>
<u>1</u>	<u>4-2-12</u>
<u>2</u>	<u>4-5-12</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.

DOCUMENT 00400 – BID FORM (continued)

- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning 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 or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.
- F. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- K. 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

DOCUMENT 00400 – BID FORM (continued)

other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

- L. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.

ARTICLE 4 - BID PRICE

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
1	Trench and Excavation Safety Systems	LS	1	60,000	60,000 ⁰⁰
2	Traffic Control and Maintenance	LS	1	48,000	48,000-
3	Mobilization (Max 5% of Total Bid)	LS	1	60,000	60,000 ⁰⁰
4	Site Preparation	LS	1	130,000	130,000
5	24-Inch Ductile Iron Pipe, Class 350 with Double Polywrap	LF	485	140 ⁰⁰	67,900 ⁰⁰
6	12-Inch PVC, C-900, Class 200 DR-14 Water Main	LF	2555	62 ⁰⁰	158,410 ⁰⁰
7	8-Inch PVC, C-900, Class 200 DR-14 Water Main	LF	1882	35 ⁰⁰	65,870-
8	6-Inch PVC, C-900, Class 200 DR-14 Water Main	LF	201	34 ⁰⁰	6,834-
9	2-Inch PVC, SDR-13.5, Class 315 Water Main	LF	278	18 ⁰⁰	5,004 ⁰⁰
10	1-Inch Polyethylene Class 200 Water Service Tubing	LF	2466	9 ⁰⁰	22,194
11	24-Inch Class 250B Butterfly Valve W/Box	EA	2	8000	16,000
12	12-Inch Class 250B Butterfly Valve W/Box	EA	7	2800	19,600

DOCUMENT 00400 – BID FORM (continued)

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
13	8-Inch Gate Valve W/Box	EA	10	2000 ⁻	20,000 ⁻
14	6-Inch Gate Valve W/Box	EA	1	1,500	1,500 ⁻
15	2-Inch Gate Valve W/Box	EA	5	800	4000 ⁻
16	Three Way Fire Hydrant Assembly W/Valve	EA	11	4500 ⁻	49,500 ⁰⁰
17	Remove Existing Fire Hydrant and Deliver to Owner	EA	7	600	4200 ⁻
18	2-Inch Blowoff Assembly	EA	1	1,500	1,500 ⁻
19	12-Inch x 12-Inch Tapping Sleeve & Valve W/Box	EA	1	6000	6,000 ⁻
20	8-Inch x 8-Inch Tapping Sleeve & Valve W/Box	EA	6	3600	21,600 ⁰⁰
21	6-Inch x 6-Inch Tapping Sleeve & Valve W/Box	EA	6	3200	19,200 ⁰⁰
22	24-Inch x 24-Inch Connection	EA	2	4000	8,000
23	2-Inch x 2-Inch Connection	EA	4	800	3200
24	Epoxy Coated Ductile Iron Fittings	LB	35,500	.1¢	355 ⁰⁰
25	Single Meter Setting, Complete, Including Pressure Reducer and Plumber Connection to Existing Building Service	EA	37	900 ⁻	33,300 ⁰⁰
26	1-Inch Meter Setting, Complete, Including Pressure Reducer and Plumber Connection to Existing Building Service	EA	2	1700	3400 ⁻
27	Double Meter Setting, Complete, Including Pressure Reducer and Plumber Connection to Existing Building Service	EA	8	1200	9600 ⁻
28	Remove Existing Meter Setting	EA	53	200	10,600 ⁰⁰
29	12-Inch Saddle, 1-Inch Corporation Stop and Tap	EA	26	350	9100

DOCUMENT 00400 – BID FORM (continued)

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
30	8-Inch Saddle, 1-Inch Corporation Stop and Tap	EA	15	350	5250 ⁻
31	2-Inch Saddle, 3/4-Inch Corporation Stop and Tap	EA	2	250	500 ⁻
32	24-Inch Bored Steel Casing	LF	70	350 ⁰⁰	24,500 ⁰⁰
33	24-Inch Direct Bury Steel Casing	LF	40	100	4000
34	16-Inch Bored Steel Casing	LF	490	275	134,750
35	16-Inch Direct Bury Steel Casing	LF	190	135 ⁻	25,650 ⁻
36	12-Inch Bored Steel Casing	LF	60	150	9000
37	12-Inch Direct Bury Steel Casing	LF	20	125	2500 ⁻
38	4-Inch Bored Casing	LF	85	65 ⁻	5525 ⁻
39	4-Inch Direct Bury Casing	LF	0	35	∅
40	2-Inch Bored Casing	LF	1600	35 ⁰⁰	56,000 ⁰⁰
41	2-Inch Direct Bury Casing	LF	0	20 ⁰⁰	∅
42	Tree Protection Fencing	LF	1860	6 ⁰⁰	11,160 ⁻
43	Cut and Cap Existing 24-Inch Water Main	EA	4	1800	7200 ⁻
44	Cut and Cap Existing 12-Inch Water Main	EA	3	1500	4500
45	Cut and Cap Existing 8-Inch Water Main	EA	17	1200	20,400 ⁻
46	Cut and Cap Existing 6-Inch Water Main	EA	14	900	12,600 ⁻
47	Cut and Cap Existing 2-Inch Water Main	EA	4	400	1600 ⁻
48	Adjust Existing Water Valve to Finished Grade	EA	4	300	1200

DOCUMENT 00400 –BID FORM (continued)

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
49	Abandon Existing Water Valve	LF	34	125	4250
50	12-Inch PVC Sewer Main, SDR-26	LF	366	46 ⁰⁰	16,836 ⁰⁰
51	8-Inch PVC Sewer Main, SDR-26	LF	2995	36 ⁰⁰	107,820 ⁰⁰
52	6-Inch PVC Sewer Main, SDR-26	LF	27	35	945 ⁰⁰
53	4-Inch PVC Sewer Service, SCH 40	LF	1348	18 ⁰⁰	24,264
54	4-Foot Diameter Standard Manhole, Up to 6 Feet Deep	EA	23	3,000	69,000 ⁰⁰
55	Extra Manhole Depth, Over 6 Feet Deep	VF	34	200	6800 ⁰⁰
56	Remove Existing Manhole	EA	15	800	12,000 ⁰⁰
57	Adjust Existing Manhole to Finished Grade	EA	4	800	3200
58	Sewer Service Connection on 12" PVC	EA	8	1000	8,000
59	Sewer Service Connection on 8" PVC	EA	39	700 ⁰⁰	27,300 ⁰⁰
60	6-Inch Manhole Tap for Sewer Service	EA	1	1000	1000
61	4-Inch Manhole Tap for Sewer Service	EA	1	1000	1000
62	Plug Existing Sewer at Manhole Wall	EA	5	1000	5000
63	Connect 12-Inch or 8-Inch Sewer to Existing Manhole, Core Drill Manhole Wall	EA	2	1400	2800 ⁰⁰
64	Street Repair, T-Patch	SY	447	70 ⁰⁰	31,290
65	Asphalt Surface Repair	SY	46	65	2990
66	Concrete Surface Repair	SY	220	65	14,300

DOCUMENT 00400 - BID FORM (continued)

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
67	Gravel Driveway Repair	TON	50	25	1250
68	Cold Mix Asphalt Temporary Pavement Repair	TON	50	175	8750 ⁻
69	Rock Excavation	CY	10	150	1,500 ⁻
70	Erosion Control	LS	1	45,000	45,000 ⁰⁰
71	Audio/Video Recordings	LS	1	4000	4,000 ⁰⁰
72	Site Photographs	LS	1	5000	5,000 ⁰⁰

TOTAL AMOUNT BID \$ 1,575,497⁰⁰

ARTICLE 5 - CONTRACT TIMES

- 5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment within the number of calendar days indicated in the Agreement.
- 5.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 6 - BID CONTENT

- 6.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of a certified or bank cashier's check or a Bid Bond and in the amount of 5% of Bid Eighty thousand Dollars (\$ 80,000).
- B. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

DOCUMENT 00400 - BID FORM (continued)

ARTICLE 7 - COMMUNICATIONS

7.01 Communications concerning this Bid shall be addressed to the Bidder as follows:

Bryan Goodwin
3503 Free Ferry Rd
Ft Smith, AR 72903
Email. PIPEDude08@yahoo.com
Phone No. 479. 651-7321
FAX No. 479-783-7555

ARTICLE 8 - TERMINOLOGY

8.01 The terms used in this Bid which are defined in the GENERAL CONDITIONS or Instructions to Bidders will have the meanings assigned to them.

SUBMITTED on 4 - 11 -, 2012

Arkansas State Contractor License No. 0016960412

If Bidder is:

An Individual

Name (type or printed): _____

By: _____ (SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

DOCUMENT 00400 – BID FORM (continued)

A Partnership

Partnership Name: _____ (SEAL)

By: _____

(Signature of general partner – attach evidence of authority to sign)

Name (type or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: Goodwin & Goodwin Inc (SEAL)

State of Incorporation: ARKANSAS

Type (General Business, Professional, Service, Limited Liability): _____

Service

By: Bryan Goodwin

(Signature – attach evidence of authority to sign)

Name (type or printed): Bryan Goodwin

Title: PRESIDENT

Attest: [Signature] (CORPORATE SEAL)

(Signature of Corporate Secretary)

Business address: 3503 Free Ferry Rd

FT SMITH, AR 72503

Phone No.: 479-651-7321 FAX No.: 479-783-7555

END OF DOCUMENT 00400