

City of Fayetteville Staff Review Form

2018-0173

Legistar File ID

4/3/2018

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Tim Nyander

3/13/2018

Utilities Director /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a construction contract with Goodwin & Goodwin Inc., in the amount of \$292,955.00 for Bid 18-17 Construction, Dinsmore Trail Water Main Replacement, and approval of a 15% project contingency in the amount of \$43,943.25 for a total of \$336,898.25.

Budget Impact:

5400.720.5600-5808.00

Water and Sewer

Account Number

Fund

12009.1601

Water Master Plan & Dinsmore Trail

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 6,862,594.00

Funds Obligated \$ 1,380,354.70

Current Balance \$ 5,482,239.30

Does item have a cost? Yes

Item Cost \$ 336,898.25

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 5,145,341.05

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF APRIL 3, 2018

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Tim Nyander, Utilities Director
DATE: March 14, 2018

SUBJECT: Bid 18-17 Construction, Dinsmore Trail Water Main Replacement

RECOMMENDATION:

Staff recommends approval of a construction contract with Goodwin & Goodwin Inc., in the amount of \$292,955.00 for Bid 18-17 Construction, Dinsmore Trail Water Main Replacement; approval of a 15% project contingency in the amount of \$43,943.25. The total funding request is \$336,898.25.

BACKGROUND:

Bid 18-17 Construction, Dinsmore Trail Water Main Replacement Road will provide replacement of approximately 4,000 linear feet of 8-inch water main on Dinsmore Trail.

DISCUSSION:

Public Bids were opened on February 22, 2018. Four bids were received. The low bid of \$292,955.00 was submitted by Goodwin & Goodwin, Inc.

Brothers Construction	Goins Enterprises	Goodwin & Goodwin, Inc.	Seven Valleys Construction Co. Inc.
\$384,310.00	\$350,195.00	\$292,955.00	\$399,920.00

BUDGET/STAFF IMPACT:

Funds are available in the Water System Rehabilitation/Replacement project.

Attachments:

Bid proposal and Agreement – Goodwin & Goodwin, Inc.
Letter of Recommendation MWY/Olsson dated March 6, 2018.

DOCUMENT 00400 - BID FORM

Contract Name: CONSTRUCTION - DINSMORE TRAIL WATER MAIN REPLACEMENT

Bid Number: 18 -17

BID TO:

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

BID FROM:

Bidder: Goodwin + Goodwin, Inc.
3503 Free Ferry Road
Fort 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.

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>#</u>	<u>Number</u>	<u>Date</u>
# 1		2/13/18

- 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.
- 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 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

Bidders are required to provide pricing for all line items, including deductive alternate items. Failure to provide deductive alternate pricing can result in bid rejection.

The City intends to award this contract to the lowest qualified responsive responsible bidder based on the total base bid as long as the base bid amount falls within the amount of funds certified for the project plus 25%.

In the event no bid falls within the amount of funds certified for the project plus 25%, the City will utilize the deductive alternates in order to further evaluate bids until a bid received falls within the amount certified, plus 25%.

In the event all deductive alternates are subtracted from the total base bid and no bid falls within the amount certified, plus 25%, all bids shall be rejected and become confidential.

In no case shall the amount bid for the item of “mobilization” exceed 5% of the total contract amount for all items listed in the proposal or bid. Should the amount entered into the proposal or bid for this item exceed 5%, the bid shall be rejected.

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

DOCUMENT 00400 - BID FORM (continued)

BID SCHEDULE					
ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
1	Mobilization (Shall not exceed 5% of Total Bid)	LS	1	12,000	12,000
2	Insurance and Bonding	LS	1	10,000	10,000
3	Construction Control (Staking)	LS	1	3,000	3,000
4	Clearing, Grubbing, & Demolition	LS	1	15,000	15,000
5	8" PVC, C-900 DR-14 Water Main	LF	4240	37. ⁹	156,880
6	Compact Ductile Iron Fittings, including Megalug Restraints, as required, complete in place	LBS	1000	8. ⁰⁰	8,000
7	8" Gate Valve with Valve Box	EA	3	1,800	5,400
8	6" Three-Way Fire Hydrant Assembly, with valve, complete in place	EA	5	4,800	24,000
9	Remove Existing Fire Hydrant and deliver to Owner	EA	5	400	2,000
10	2" Combination Air Release and Vacuum Valve Assembly, complete in place	EA	1	2,000	2,000
11	Sta 0+00 - Tie to existing water main, including 8"x8" tapping sleeve and valve, complete in place	LS	1	4,000	4,000
12	Sta 42+27 Tie to existing water main, including new 8"x8" tapping sleeve and valve, complete in place	LS	1	4,000	4,000
13	Single Meter Setting, including pressure reducer and Plumber's connection to existing service line, complete in place	EA	5	1,300	6,500
14	Single Meter Setting, complete in place	EA	3	1,000	3,000
15	Remove Existing Meter Setting and deliver to Owner	EA	5	150	750
16	Cut and Cap Existing 8" Water Main	EA	1	1,500	1,500
17	Reconnect Existing Service Line to new 8" Water Main, including SB2 backfill and surface repair, complete in place	EA	3	1,800	5,400

DOCUMENT 00400 - BID FORM (continued)

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
18	2" HDPE Bored Casing, including 1" water service line and connection to existing meter	LS	2	2,200	4,400
19	Asphalt/Concrete Pavement and Driveway Repair, including SB2 base material as necessary, complete in place	LF	125	35. ⁰⁰	4,375
20	Rip Rap for Ditch Crossings	TON	150	55. ⁰⁰	8,250
21	Sediment Control, Erosion Control and Site Restoration, and Compliance with NPDES Stormwater Permit and the Comprehensive Best Management Practices Plan (CBMPP)	LS	1	12,000	12,000
22	Act 291, 1993 Trench and Excavation Safety System for Water and Sewer Installation	LS	1	500	500
TOTAL AMOUNT BID				\$ 292,955.⁰⁰	

The City intends to award to the lowest responsive responsible bidder based on the evaluation of the sum of the Bid Schedule.

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 cashier's check from a financial institution located in the State of Arkansas or a Bid Bond in the amount of:
Fifteen Thousand Dollars (\$ 15,000)

DOCUMENT 00400 - BID FORM (continued)

- B. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

ARTICLE 7 - COMMUNICATIONS

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

Goodwin + Goodwin, Inc.
3503 Free Ferry Road
Fort Smith, Arkansas 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.

ARTICLE 9 - CONTRACTOR'S ASSURANCES AND EXECUTION/SIGNATURE

- 9.01 Contractor's Assurances.

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.

DOCUMENT 00400 - BID FORM (continued)

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.

DOCUMENT 00400 - BID FORM (continued)

9.02 Execution/Signatures for Contractor Assurances above, Bid and Bid Form:

SUBMITTED on Feb 22nd, 2018Arkansas State Contractor License No. 0016960418

If Bidder is:

An Individual

Name (type or printed): _____

By: _____ (SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No: _____ Fax No. _____

Email Address: _____

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. _____

Email Address: _____

Business address: _____

Phone No: _____ Fax No. _____

Email Address: _____

DOCUMENT 00400 - BID FORM (continued)

A Corporation or Limited Liability Company (LLC)Corporation Name : Goodwin + Goodwin, Inc (SEAL)State of Incorporation: ArkansasType (General Business, Professional, Service, Limited Liability): ServiceBy: Bryan Goodwin

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

Name (type or printed): Bryan GoodwinTitle: PresidentAttest: [Signature] (CORPORATE SEAL)

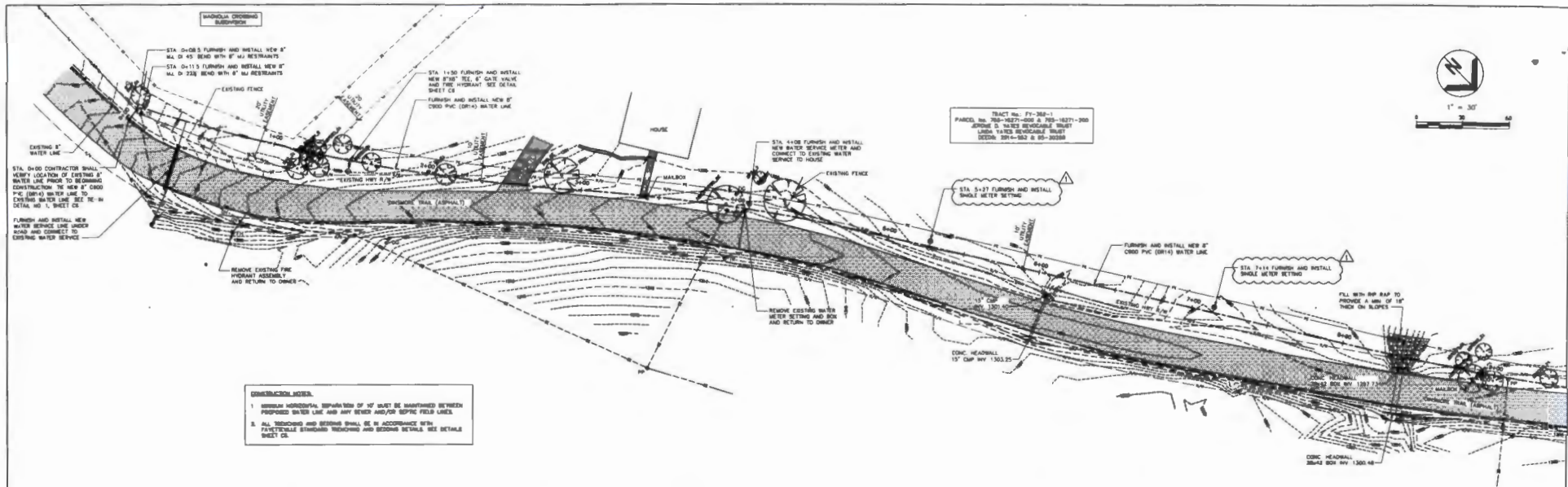
(Signature of Corporate Secretary)

Business address: 3503 Free Ferry RoadFort Smith, AR 72903Phone No: 479-651-7321 Fax No: (479) 783-7555Email Address: Pipedude08@yahoo.com

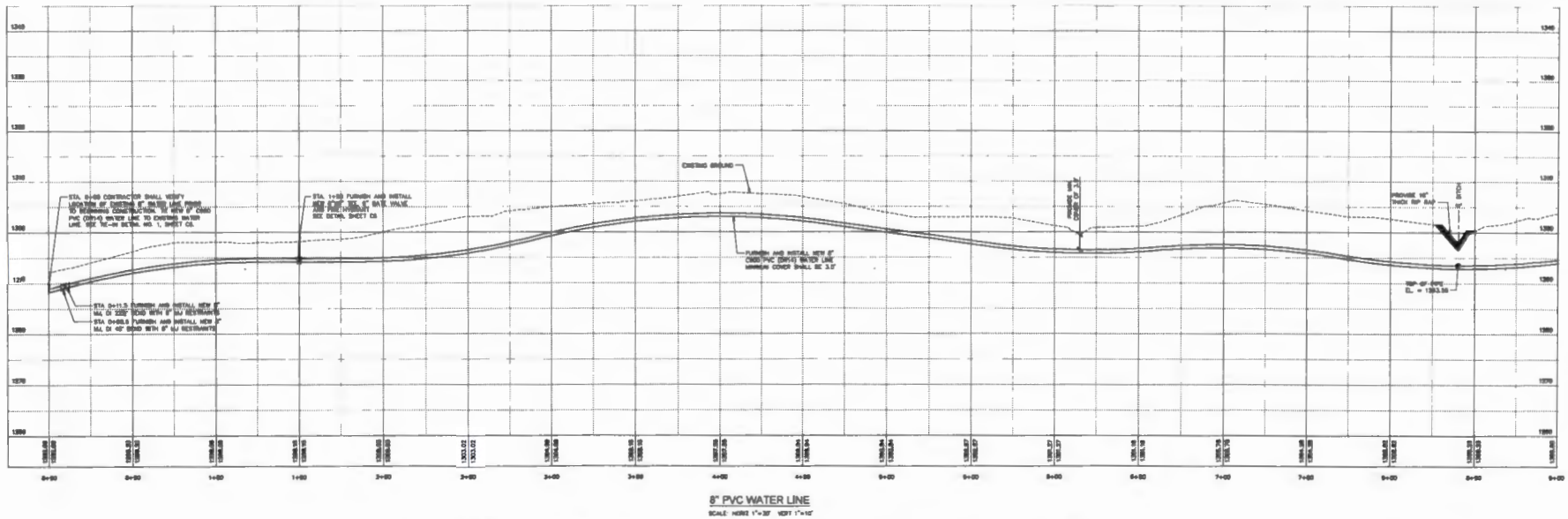
END OF DOCUMENT 00400

FY0362 BID FORM

00400 - 10



- CONSTRUCTION NOTES:**
1. MINIMUM HORIZONTAL SEPARATION OF 10' MUST BE MAINTAINED BETWEEN PROPOSED WATER LINE AND ANY EXISTING AND/OR SUPPLY TIE-INS.
 2. ALL TIE-INS AND SECTIONS SHALL BE IN ACCORDANCE WITH FAYETTEVILLE STANDARD TIE-INS AND SECTIONS DETAILS SEE DETAIL SHEET C1.



THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE BASED ON THE BEST INFORMATION AVAILABLE AND MAY NOT REFLECT ALL EXISTING UTILITIES IN THE PROJECT AREA. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES FOR LOCATING EXISTING UTILITIES PRIOR TO CONSTRUCTION AND FOR PROTECTION OF SERVICES DURING CONSTRUCTION.



REV	DATE	BY	DESCRIPTION
1	01/24/18	MJC	FORWARD # - SEE CHANGES ABOVE



PROJECT NO. **FY0362**

McDonnell Williams & Yates
Engineering Consultants
© 2018 Fayetteville, Arkansas

DINSMORE TRAIL WATER MAIN REPLACEMENT FAYETTEVILLE, ARKANSAS	STRUCTURE NO.
PLAN AND PROFILE STA 0+00 - 8+00	11/10/18
	C1



GOODWIN & GOODWIN, INC.

General, Plumbing & Utility Contractor
3503 Free Ferry Road
Fort Smith, AR 72903
Cell (479) 651-7321 Fax (479) 783-7555

2-22-2018

1. City of Fayetteville Hwy 112. Porter Road
Water & Sewer Relocation Over 3.0 mi 2017
2. City of Fort Smith, Sewer Rehab - 2017-2018
over 4.0 mi
3. City Fayetteville Garland Ave Relocation over 3.0 mi
Water & Sewer.
4. City of Fort Smith Pump Stations
2.6 mi
5. City Fort Smith Street Overlay
2.6 mi
6. City Fort Smith Street For BALDOR
\$600,000

Bryan Goodwin

Financial Statements

**of
GOODWIN & GOODWIN, INC.
For the Period Ended September 30, 2017**

SEE ACCOMPANYING ACCOUNTANT'S COMPILATION REPORT

GOODWIN & GOODWIN, INC.

**Balance Sheet
September 30, 2017**

ASSETS

Current Assets

Suspense	\$	8,350.00
Cash		579,672.56
Accounts receivable		722,228.79
Retainage		12,201.00
Cost in excess of billings		<u>4,478.00</u>

Total Current Assets \$ 1,326,930.35

Fixed Assets

Signs	355.68
Construction equipment	2,273,389.24
Vehicles	846,967.03
Accumulated depreciation	<u>(2,799,539.81)</u>

Total Fixed Assets 321,172.14

Total Assets \$ 1,648,102.49

GOODWIN & GOODWIN, INC.**Balance Sheet****September 30, 2017****LIABILITIES AND EQUITY****Current Liabilities**

Accounts payable	\$	278,320.26
Federal & FICA depository acct		4,441.43
State withholding payable		972.31
Federal unemployment payable		878.56
State unemployment payable		0.22
Child support payable		(116.85)
Long-term debt - current		<u>20,000.00</u>

Total Current Liabilities

\$ 304,495.93

Long Term Liabilities

Notes payable - Goodwins	(196,705.20)
N/P - Komatsu -000 \$1754.61	21,489.24
N/P- Komatsu -002 \$1804.64	23,254.89
Note payable - Takeuchi-4299	11,833.49
N/P - Scott Financial \$1093.	6,567.96
Loan payable - Goodwins	191,189.36
Note payable - Scott 1241.37	8,078.37
N/P FNB 2419236	19,188.71
N/P B B & T -TRACKHOE	101,196.96
NP CHASE AUTO \$495.87	9,331.43
NP CHASE AUTO 372.95	5,603.45
Less: current maturities	<u>(20,000.00)</u>

Total Long Term Liabilities

181,028.66

Equity

Capital - Bryan Goodwin	673,451.39
Drawing	(200,541.21)
Common Stock	300.00
Additional Paid-in capital	484,576.14
Current Income (Loss)	<u>204,791.58</u>

Total Equity1,162,577.90**Total Liabilities & Equity**\$ 1,548,102.49

GOODWIN & GOODWIN, INC.
Income Statement
For the Period Ended September 30, 2017

	1 Month Ended Sep. 30, 2017	Pct	9 Months Ended Sep. 30, 2017	Pct
Revenue				
Revenue	\$ <u>(331,747.54)</u>	<u>100.00</u>	\$ <u>4,207,452.36</u>	<u>100.00</u>
Total Revenue	<u>(331,747.54)</u>	<u>100.00</u>	<u>4,207,452.36</u>	<u>100.00</u>
Cost of Sales				
Construction materials	83,067.17	(25.04)	221,255.78	5.26
Wages - construction	31,881.50	(9.61)	374,890.09	8.91
Contract labor	0.00	0.00	2,730.00	0.06
Auto & truck expense	0.00	0.00	2,685.00	0.06
Insurance	6,001.60	(1.81)	76,472.89	1.82
Supplies	(577,952.71)	174.21	2,109,628.46	50.14
Plans and blueprints	100.00	(0.03)	22,200.00	0.53
Equipment rental	9,135.93	(2.75)	41,693.01	0.99
Subcontractors	<u>0.00</u>	<u>0.00</u>	<u>817,341.86</u>	<u>19.43</u>
Total Cost of Sales	<u>(447,766.51)</u>	<u>134.97</u>	<u>3,668,897.09</u>	<u>87.20</u>
Gross Profit	<u>116,018.97</u>	<u>(34.97)</u>	<u>538,555.27</u>	<u>12.80</u>
Operating Expenses				
Aviation Expense	0.00	0.00	44,594.83	1.06
Bank charges	78.26	(0.02)	540.48	0.01
Contributions	0.00	0.00	925.00	0.02
Entertainment	0.00	0.00	6,000.00	0.14
Education and training	0.00	0.00	455.00	0.01
Legal	380.00	(0.11)	32,043.61	0.76
License & fees	391.00	(0.12)	7,136.32	0.17
Miscellaneous	0.00	0.00	709.02	0.02
Office expense	0.00	0.00	1,920.05	0.05
Postage	0.00	0.00	192.00	0.00
Repairs & maintenance	3,495.00	(1.05)	10,044.60	0.24
Taxes - payroll	2,455.93	(0.74)	30,627.00	0.73
Taxes - other	0.00	0.00	6,007.57	0.14
Telephone	537.02	(0.16)	5,231.96	0.12
Travel	61,702.15	(18.60)	179,705.25	4.27
Utilities	<u>1,818.99</u>	<u>(0.55)</u>	<u>7,631.00</u>	<u>0.18</u>
Total Expenses	<u>70,858.35</u>	<u>(21.36)</u>	<u>333,763.69</u>	<u>7.93</u>
Operating Income	<u>45,160.62</u>	<u>(13.61)</u>	<u>204,791.58</u>	<u>4.87</u>
Total Other Income	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Net Income (Loss)	\$ <u>45,160.62</u>	<u>(13.61)</u>	\$ <u>204,791.58</u>	<u>4.87</u>

SEE ACCOMPANYING ACCOUNTANT'S COMPILATION REPORT



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)

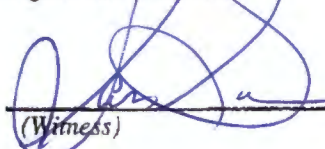
City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

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.

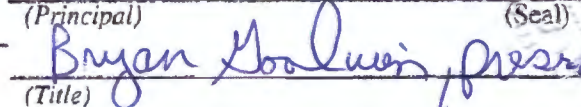
WHEREAS, the Principal has submitted a bid for **Dinsmore Trail Water Main Replacement #18-17**
(Here insert full name, address and description of project)

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

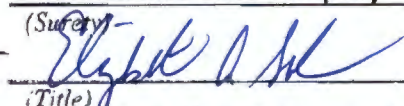
Signed and sealed this **22nd** day of **February** **2018**


(Witness)

Goodwin & Goodwin, Inc.

(Principal) (Seal)

(Title)

Cincinnati Insurance Company

(Surety)

(Title) (Seal)

Elizabeth A. 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;
Elizabeth A. Solomon; Shannon C. Schmidly; Mary Ann Justice and/or William Scott Whittenberg

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 8th day of March, 2017.



THE CINCINNATI INSURANCE COMPANY

Steven A. Justice

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 8th day of March, 2017, 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 is 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.

this 22nd day of February, 2018



BN-1005 (3/17)

Steven D. Dan

Secretary

Bid 18-17, Addendum 1



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Tuesday February 13, 2018

To: All Prospective Vendors

From: Les McGaugh – 479.575.8220 – lmcgaugh@fayetteville-ar.gov

RE: Bid 18-17, Construction – Dinsmore Trail Water Main Replacement

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Bid Form. **BIDDERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.**

1. This Addendum includes a revised bid form which shall be used by all bidders. Failure to submit the correct revised bid form in a printed sealed format shall result in bid rejection.
 - a. Bidders shall submit a printed physical copy of the enclosed revised bid form, this addendum, and all other required documents
 - b. Bids shall be submitted in a sealed envelope prior to deadline according to submittal procedures outlined in the Project Manual. NO ELECTRONIC COPIES WILL BE ACCEPTED.
2. The City held a non-mandatory pre-bid meeting as advertised on Thursday, January 25, 2018. Attached is the Pre-Bid Meeting Sign-in Sheet (1 Page).



CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, Arkansas
Attendance Sheet

BID/RFP/RFQ # 18-17

Description: Construction - Dinsmore Trail Water Main Replacement

Function (circle one): Bid Opening, Selection Committee Meeting, Pre-Bid, Interview

Date: 01/25/2018 Time: 10:00 AM

City staff e-mail includes "@fayetteville-ar.gov"

	Name	Company	Title	Phone	Email
1	Les McGaugh	City of Fayetteville	Purch Agent	479-575-8220	lmcgaugh@_____
2	LANE CRITER	MWY/OLSSON	ENGINEER	479-443-3404	lcrider@olssonassociates.com
3	Terry Gons	GONS INC	V.P.	479-659-6050	terryg@gonsest.com
4	Mike Shumaker	GONS Ent	Foreman	417-592-4996	shumaker16@gmail.com
5	Randall Wallace	SEVEN VALLEYS CONST	SUPER	417-846-6448	SEVENVALLEYS2003@YAHOO.COM
6	Jim Beavers	City Utilities	Engineer	479-444-3452	jbeavers@fayetteville.com
7	Gary Boyles	Fachman Enterprises Inc	Estimator	(479) 871-9857	fachmanprojects@gmail.com
8	Rodney Ussery	CORE & MAIN	Sales	479-841-4187	Rodney.Ussery@CoreAndMain.com
9	Rachel Brown	COT	Purch Clerk	575-8304	Rbrown_____
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ADDENDUM NO. 1

BID 18-17, CONSTRUCTION – DINSMORE TRAIL WATER MAIN REPLACEMENT
CITY OF FAYETTEVILLE, ARKANSAS
MWY/Olsson Job No. 018 – 0029
Dated January 31, 2018

The Drawings, Specifications and Contract Documents for the above project are hereby changed or clarified in the following particulars:

DRAWINGS:

1. Refer to the Drawings, Sheet C1 – Replace the original Sheet C1 with the attached Sheet C1. Notes have been added to the plan referencing the installation of single meter settings (two locations).
2. Refer to the Drawings, Sheet C2 – Replace the original Sheet C2 with the attached Sheet C2. A note has been added to the plan referencing the installation of a single meter setting.
3. Refer to the Drawings, Sheet SW1 – Replace the original Sheet SW1 with the attached Sheet SW1. A note has been added to clarify the Contractor's responsibility to negotiate any agreement with a property owner for construction activities outside of the existing and permanent easements as shown on the drawings.

SPECIFICATIONS:

1. Refer to the Specifications, Document 00400 – Bid Form – Replace the original Bid Form with the revised Bid Form attached to this addendum. The revised Bid Form includes changes to Article 4 – Bid Price; Bid Schedule, as follows:
 - a. Item No. 5 estimated quantity is revised.
 - b. Item No. 12 description is revised to reflect changes in the tie-in at Station 42+27.
 - c. Item No. 13 estimated quantity is revised.
 - d. Item No. 14 is added to reflect the additional single meter settings added on Plan Sheet C1 and C2.
 - e. Item No. 15 estimated quantity is revised.
 - f. Item No. 15 to Item No. 21 of the existing Bid Schedule are re-numbered to reflect the addition of Item No. 14. There are now twenty-two (22) Bid Items.

NOTES OF CLARIFICATION:

1. No temporary construction easement has been obtained by the Owner. All work must be performed within the existing rights-of-way and permanent easements, as shown on the drawings.
2. No laydown or staging area has been obtained by the Owner. It shall be the responsibility of the Contractor to make acceptable arrangements with property owners for use of any private property outside of the existing rights-of-way and permanent easements. The Contractor shall provide proof of any agreement(s) with property owners for temporary use of property. All applicable contract requirements



CITY OF
FAYETTEVILLE
ARKANSAS

for cleanup, stabilization, and restoration shall apply to any areas used by the Contractor under such agreement with the property owner for temporary use.

3. The existing 8" waterline material is shown to be cast-iron (CIP).
4. Upon request, MWY/Olsson will provide a quote for construction staking, to the Bidder, which will include the following services:
 - Construction Staking – Includes staking of the proposed silt fence, the permanent easement line, and waterline centerline with offsets)

The undersigned hereby acknowledges receipt of this addendum, which by this reference is hereby incorporated in and becomes a part of the Contract Documents for the above referenced project. **PLEASE ATTACH THIS ADDENDUM (COLORED WHITE) TO YOUR BID AND ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON PAGE 00400-2 OF THE BID FORM.**

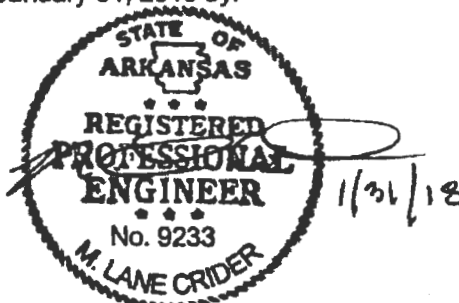
Goodwin + Goodwin, Inc.
Company Name
Bryan Goodwin
Signature
President
Title
3503 Free Ferry Road
Address
Fort Smith, AR 72903
City/State/Zip
479-651-7321
Telephone Number

Attachments:

- Revised Drawings; Sheet C1, Sheet C2, and Sheet SW1
- Revised Contract Document 00400 – Bid Form

Addendum No. 1 to the City of Fayetteville, Bid # 18-17 Construction – Dinsmore Trail Water Main Replacement, sealed on January 31, 2018 by:

M. Lane Crider, P.E.
Project Manager
MWY/Olsson Associates



DOCUMENT 00500 – AGREEMENT

AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: Dinsmore Trail Water Main Replacement

Contract No.: _____, Dinsmore Trail Water Main Replacement

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20__ by and between The City of Fayetteville, Arkansas and McGoodwin, Williams and Yates, Inc. (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:

Construction of a new 8-inch waterline (to replace an existing 8-inch waterline) along Dinsmore Trail in west Fayetteville, north of Martin Luther King Blvd. The work shall consist of approximately 4,340 lineal feet of 8-inch PVC C-900 waterline, tie-ins to existing facilities, fire hydrants, valves, and all other items as detailed and specified for a complete installation.

Any use of a third party dumpster or roll off container shall be procured from the City of Fayetteville Recycling and Trash Collection Division. Use of a Non-City dumpster or roll off container is not allowed.

Contractor is responsible for obtaining all applicable permits; however, fees for the City issued permits shall be waived.

The Contract includes work in 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 McGoodwin, Williams and Yates, Inc., (Engineer) for the City of Fayetteville. The Engineer assumes all duties and responsibilities, and has the rights and authority assigned to the Engineer in the

DOCUMENT 00500 – AGREEMENT (continued)

Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

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 shall be Substantially Completed within **150** calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and final completion and ready for final payment in accordance with the GENERAL CONDITIONS within **180** 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 Five Hundred Dollars (\$500.00) 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

DOCUMENT 00500 – AGREEMENT (continued)

and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Five Hundred Dollars (\$500.00) 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 unit 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

DOCUMENT 00500 – AGREEMENT (continued)

construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

- I. 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. 95% 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.

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.

DOCUMENT 00500 – AGREEMENT (continued)

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 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

DOCUMENT 00500 – AGREEMENT (continued)

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.
- 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

DOCUMENT 00500 - AGREEMENT (continued)

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. *Goodwin & Goodwin Inc*
 - 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: Dinsmore Trail Water Main Replacement
8. Addenda numbers _____ to _____, inclusive.
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.

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.

DOCUMENT 00500 – AGREEMENT (continued)

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' of 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 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.

DOCUMENT 00500 – AGREEMENT (continued)

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

CONTRACTOR Goodwin & Goodwin CITY OF FAYETTEVILLE _____

By: Bryan Goodwin

By: Lioneld Jordan

Title: President

Title: Mayor

(SEAL)

(SEAL)

Attest [Signature]

Attest _____



DOCUMENT 00500 – AGREEMENT (continued)

Address for giving notices

3503 Free Ferry Road

Ft Smith AR 72903

License No. 0016960418

Agent for Service of process

HANK HANKINS, CPA 2800 Old Grenada
Rd Ft Smith AR 72903

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

Address for giving notices

113 W. Mountain St.

Fayetteville, AR 72701

(attach evidence of authority to
sign and resolution or other documents
authorizing execution of Agreement)

Approved As to Form:

By: _____

Attorney For: _____

END OF DOCUMENT 00500

STATE OF ARKANSAS - OFFICE OF THE SECRETARY OF STATE

ARTICLES OF INCORPORATION

JUN 1 11 19 AM '93

OF

GOODWIN & GOODWIN, INC.

The undersigned, natural persons of the age of twenty-one years or more, acting as incorporators of a corporation under the Arkansas Business Corporation Act of 1987, adopt the following articles of incorporation of such Corporation:

FIRST: The Name of the Corporation is:

Goodwin & Goodwin, Inc.

SECOND: The purpose or purposes for which the Corporation is organized are:

To engage in the construction business as a general contractor and as a subcontractor, including plumbing contracting, and general construction, and all types of construction, and to enter into contracts with property owners for the construction of improvements on their property and the installation of plumbing systems and heating and air conditioning systems, and to engage in repair work including repair of plumbing systems and heating and air conditioning systems and all forms of repair with respect to structures and the systems thereof, and to engage in remodeling work, and to engage in residential construction, commercial construction, and industrial construction, and to contract with respect to all of such purposes, and to own real estate and to construct improvements thereon and to sell said real estate and to develop real estate developments including commercial, residential and industrial real estate developments, and to enter into leases with respect to property owned by the corporation, and to contract with respect to all of the above referenced purposes, and to conduct any lawful business authorized by the Arkansas Business Corporation Act of 1987.

The corporation, acting through its Board of Directors, shall be authorized to enter into any general or limited partnership with any other person, firm, or corporation for the purposes of carrying out any of the objects or purposes of the corporation.

THIRD: The aggregate number of shares which the corporation shall have the authority to issue is 2,000 shares.

The designation of each class, the number of shares of each class, or a statement that the shares of any class are without par value, are as follows:

NUMBER OF SHARES	CLASS	SERIES (IF ANY)	PAR VALUE PER SHARE OR STATEMENT THAT SHARES ARE WITHOUT PAR VALUE
---------------------	-------	-----------------	--

2,000	Common	None	No Par
-------	--------	------	--------

FOURTH: The address of the initial registered office of this corporation is: 8009 Texas Road, Fort Smith, AR 72903

and the name of the initial registered agent at such address is:
Bryan Goodwin

FIFTH: The number of Directors constituting the initial Board of Directors is 2 and they will serve as directors until the first annual meeting of shareholders or until their successors are elected and qualified. The number of directors to be elected at a special meeting called for that purpose when shares of this corporation become owned of record by two shareholders, shall be two; and the number of directors to be elected at a special meeting called for that purpose when shares of this corporation become owned of record by more than two shareholders, shall be three.

The Board of Directors shall have the authority to fix or change the number of directors to the extent allowed by the Arkansas Business Corporation Act of 1987.

SIXTH: The name and address of each incorporator is:

NAME	STREET ADDRESS	CITY & STATE
Bryan Goodwin	8009 Texas Road	Fort Smith, AR 72903
Sara V. Goodwin	8009 Texas Road	Fort Smith, AR 72903

SEVENTH: At all elections of Directors of this corporation, each shareholder shall be entitled to as many votes as shall equal the number of votes which (except for these provisions as to cumulative voting) he would be entitled to cast for the election of directors with respect to his shares multiplied by the number of directors to be elected, and he may cast all such votes for a single director, or may distribute them among the number to be voted for, or any two or more of them, as he may see fit.

DATED: 12/10/, 1992

SIGNATURE OF INCORPORATORS:

Bryan Goodwin
Bryan Goodwin

Sara V. Goodwin
Sara V. Goodwin

① Article IV
Section 5

② Article V
Section 1

BY-LAWS
OF
GOODWIN & GOODWIN, INC.
AN ARKANSAS CORPORATION

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**BY-LAWS
OF
GOODWIN & GOODWIN, INC.**

ARTICLE I OFFICES

The principal office of the corporation shall be located at 3503 Free Ferry Road, Fort Smith,
Arkansas 72903.

ARTICLE II SHAREHOLDERS

SECTION 1 ANNUAL MEETINGS

The annual meeting of the shareholders shall be held during the fourth week of the month of January in each year, beginning with the year 1994, at a time convenient to the shareholders for the purpose of electing Directors and for the transaction of such other business as may come before the meeting.

SECTION 2 SPECIAL MEETINGS

Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by the Board of Directors and shall be called by the President at the request of the holders if not less than one-tenth of all the outstanding shares of the corporation entitled to vote are at the meeting.

SECTION 3 PLACE OF MEETING

The Board of Directors may designate any place, either within or without the State of Arkansas, as the place of meeting for any annual or special meeting of shareholders. If no designation is made, the place of meeting shall be the principal office of the corporation.

SECTION 4 NOTICE OF MEETING

Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten or more than fifty days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the shareholder at the Shareholder's address as it appears on the stock transfer books of the corporation, with postage thereon prepaid.

SECTION 5 QUORUM

A majority of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at

which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

SECTION 6 PROXIES

At all meetings of shareholders, a shareholder may vote by proxy executed in writing by the shareholder or by the Shareholder's duly authorized attorney in fact. Such proxy shall be filed with the Secretary of the corporation before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

SECTION 7 VOTING OF SHARE

Subject to the provisions of Section 9, each outstanding share entitled to vote shall be entitled to one vote upon each matter submitted to a vote at a meeting of shareholders.

SECTION 8 PREEMPTIVE RIGHTS

Each holder of shares in this corporation shall have the first right to purchase shares (and securities convertible into shares) of this corporation that may be from time to time issued (whether or not presently authorized), including shares from the treasury of this corporation, in the ratio that the number of shares held by said holder at the time of issue bears to the total number of shares outstanding, exclusive of treasury shares. This right shall be deemed waived by any shareholder who does not exercise it and pays for the shares preempted within thirty (30) days of receipt of a notice in writing from the corporation stating the prices, terms and conditions of the issue of shares and inviting said holder to exercise his preemptive rights.

ARTICLE III BOARD OF DIRECTORS

SECTION 1 GENERAL POWERS

The business and affairs of the corporation shall be managed by its Board of Directors.

SECTION 2 NUMBER, TENURE, AND QUALIFICATIONS

The number of Directors of the corporation shall be two. Each director shall hold office until the next annual meeting of shareholders and until the Director's successor shall have been elected and qualified.

SECTION 3 REGULAR MEETINGS

A regular meeting of the Board of Directors shall be held without other notice than this by-law immediately after, and at the same place as, the annual meeting of shareholders. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Arkansas, for the holding of additional regular meetings without other notice than such resolution.

SECTION 4 QUORUM

A majority of the number of Directors fixed by Section 2 of this Article III shall constitute a

quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

SECTION 5 MANNER OF ACTING

The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 6 COMPENSATION

By resolution of the Board of Directors, the Directors may be paid their expenses, if any, for attendance at each meeting of the Board of Directors, and may be paid a fixed sum for attendance at each meeting of the Board of Directors. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefore.

SECTION 7 PRESUMPTION OF ASSENT

A Director of the corporation who is present at a meeting of the Board of Directors, at which action on any corporate matter is shall be presumed to assent to the action taken unless the Director's dissent shall be entered in the minutes, of the meeting or unless the Director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

ARTICLE IV OFFICERS

SECTION 1 NUMBER

The officers of the corporation shall be a President and a Secretary, each of whom shall be elected by the Board of Directors. Any two or more officers may be held by the same person, except the offices of President and Secretary.

SECTION 2 ELECTION AND TERM OF OFFICE

The officers of the corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until a successor shall have been duly elected and shall have qualified or until the Officer's death or until the Officer shall resign or shall have been removed in the manner hereinafter provided.

SECTION 3 REMOVAL

Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors, whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the

person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

SECTION 4 VACANCIES

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5 PRESIDENT

Bryan Goodwin is hereby named the President. The President shall be the principal executive officer of the corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the corporation. The President shall, when present, preside at all meetings of the shareholders and of the Board of Directors. The President may sign, with the Secretary or any other proper officer of the corporation thereunto authorized by the Board of Directors, certificates for shares of the corporation, and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 6 THE SECRETARY

Sara Goodwin is hereby named the Secretary. The Secretary shall: (a) keep the minutes of the shareholders' and of the Board of Directors' meetings in one or more books provided for the purpose; (b) see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of which on behalf of the corporation under its seal is duly authorized; (d) keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder; (e) sign with the President, or a Vice President, certificates for shares of the corporation, the issuance of which shall have been authorized by resolution of the Board of Directors; (f) have general charge of the stock transfer books of the corporation; and (g) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Board of Directors.

SECTION 7 SALARIES

The salaries of the officers shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that the officer is also a Director of the corporation.

ARTICLE V CONTRACTS, LOANS, CHECKS, AND DEPOSITS

SECTION 1 CONTRACTS

The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract, to execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

SECTION 2 LOANS

No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3 CHECKS, DRAFTS, ETC.

All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4 DEPOSITS

All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VI CERTIFICATES FOR SHARES AND THEIR TRANSFER**SECTION 1 CERTIFICATES FOR SHARES**

Certificates representing shares of the corporation shall be in such form as shall be determined by the Board of Directors. Such certificates shall be signed by the President and by the Secretary. All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the corporation. All certificates surrendered to the corporation for transfer shall be canceled and no certificates shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled, except that in case of a lost, destroyed or mutilated certificate, a new one may be issued therefore upon such terms and indemnity to the corporation as the Board of Directors may prescribe.

SECTION 2 TRANSFER OF SHARES

Transfer of shares of the corporation shall be made only on the stock transfer books of the corporation by the holder of record thereof or by a legal representative, who shall furnish proper evidence of authority to transfer, or by an attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the corporation, and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the corporation shall be deemed by the corporation to be the owner thereof for all purposes.

ARTICLE VII FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of January and end on the thirty-first day of December.

ARTICLE IX SEAL

The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation and conditions provided by law.

ARTICLE XI AMENDMENTS

These by-laws may be altered, amended or repealed and new by-laws may be adopted by unanimous vote of the Board of Directors at any regular or special meeting of the Board of Directors, or by affirmative vote of two-thirds of the outstanding shares.

The foregoing by-laws of the corporation were adopted by the Board of Directors on this 15th day of June, 2003.

DIRECTOR

DIRECTOR

March 6, 2018

Mr. Tim Nyander, Utilities Director
City of Fayetteville, Arkansas
113 W. Mountain Street
Fayetteville, AR 72701

Re: Recommendation of Award
Construction – Dinsmore Trail Water Main Replacement
City of Fayetteville, Arkansas
Bid No. 18-17

Dear Mr. Nyander,

As you are aware, bids for construction of the above-referenced project were received on February 22, 2018. The apparent low bid was submitted by Goodwin and Goodwin, Inc. of Fort Smith, Arkansas in the amount of \$292,955.00. A total of four bids were received, and the bid totals are shown below:

	<u>Bid Amount</u>
Goodwin and Goodwin, Inc.	\$ 292,955.00
Goins Enterprises, Inc.	\$ 350,195.00
Brothers Construction, Inc.	\$ 384,310.00
Seven Valleys Construction Co., Inc.	\$ 399,920.00

A copy of the certified bid tabulation is included for your reference, along with a copy of the sign-in sheet and a bid recording form from the bid opening. Our most recent opinion of probable cost prior to the receipt of bids was \$482,515.00.

We have reviewed the qualifications submitted by Goodwin and Goodwin, Inc. and reviewed their references and recent projects. Based on the information furnished and available, we believe them to be qualified to complete the work related to this project.

While we have no way of verifying the present financial condition of Goodwin and Goodwin, Inc., the contract documents require the furnishing of 100 percent performance and payment bonds prior to authorization of the Notice to Proceed for construction. Therefore, we recommend that Council award this contract to Goodwin and Goodwin, Inc. in the amount of \$292,955.00. We trust that the Council will concur with this recommendation.

If you have any questions or need additional information, please do not hesitate to contact us.

Respectfully,



M. Lane Crider, P.E., LEED AP
Project Manager



Construction - Dinsmore Trail Water Main Replacement

Bid No 18-17
Official Bid Tabulation

Bid No 18-17
Date: 2.22.2018
Time: 2:00 PM

Lionel Jordan, Mayor

Number of Addendums: 1

Certification of Funds: \$603,374.00

Max Bid Award Limit: \$754,218.00

Item No.	Description	Unit	Estimated Qty	Brothers Construction, Inc.		Goins Enterprises, Inc.		Goodwin & Goodwin, Inc.		Seven Valleys Construction, Co., Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization (Shall not exceed 5% of Total Bid)	LS	1	\$ 16,000.00	\$ 16,000.00	\$ 15,000.00	\$ 15,000.00	\$ 12,000.00	\$ 12,000.00	\$ 6,500.00	\$ 6,500.00
2	Insurance and Bonding	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 6,700.00	\$ 6,700.00	\$ 10,000.00	\$ 10,000.00	\$ 7,000.00	\$ 7,000.00
3	Construction Control (Staking)	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 8,500.00	\$ 8,500.00	\$ 3,000.00	\$ 3,000.00	\$ 8,000.00	\$ 8,000.00
4	Clearing, Grubbing, & Demolition	LS	1	\$ 22,000.00	\$ 22,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 12,000.00	\$ 12,000.00
5	8" PVC, C-900 DR-14 Water Main	LF	4,240	\$ 39.00	\$ 165,360.00	\$ 43.00	\$ 182,320.00	\$ 37.00	\$ 156,880.00	\$ 48.00	\$ 203,520.00
6	Compact Ductile Iron Fittings, including Megalug Restraints, as required, complete in place	LBS	1,000	\$ 6.00	\$ 6,000.00	\$ 10.00	\$ 10,000.00	\$ 8.00	\$ 8,000.00	\$ 13.00	\$ 13,000.00
7	8" Gate Valve with Valve Box	EA	3	\$ 1,800.00	\$ 5,400.00	\$ 2,200.00	\$ 6,600.00	\$ 1,800.00	\$ 5,400.00	\$ 2,050.00	\$ 6,150.00
8	6" Three-Way Fire Hydrant Assembly, with valve, complete in place	EA	5	\$ 5,100.00	\$ 25,500.00	\$ 5,000.00	\$ 25,000.00	\$ 4,800.00	\$ 24,000.00	\$ 5,400.00	\$ 27,000.00
9	Remove Existing Fire Hydrant and deliver to Owner	EA	5	\$ 1,000.00	\$ 5,000.00	\$ 250.00	\$ 1,250.00	\$ 400.00	\$ 2,000.00	\$ 1,200.00	\$ 6,000.00
10	2" Combination Air Release and Vacuum Valve Assembly, complete in place	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,100.00	\$ 2,100.00
11	Sta 0+00 - Tie to existing water main, including 8"x8" tapping sleeve and valve, complete in place	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 6,000.00	\$ 6,000.00
12	Sta 42+27 Tie to existing water main, including new 8"x8" tapping sleeve and valve, complete in place	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 6,500.00	\$ 6,500.00
13	Single Meter Setting, including pressure reducer and Plumber's connection to existing service line, complete in place	EA	5	\$ 1,200.00	\$ 6,000.00	\$ 2,500.00	\$ 12,500.00	\$ 1,300.00	\$ 6,500.00	\$ 1,750.00	\$ 8,750.00
14	Single Meter Setting, Complete in place	EA	3	\$ 1,100.00	\$ 3,300.00	\$ 1,700.00	\$ 5,100.00	\$ 1,000.00	\$ 3,000.00	\$ 1,200.00	\$ 3,600.00
15	Remove Existing Meter Setting and deliver to Owner	EA	5	\$ 200.00	\$ 1,000.00	\$ 150.00	\$ 750.00	\$ 150.00	\$ 750.00	\$ 300.00	\$ 1,500.00
16	Cut and Cap Existing 8" Water Main	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00
17	Reconnect Existing Service Line to new 8" Water Main, including SB2 backfill and surface repair, complete in place	EA	3	\$ 1,500.00	\$ 4,500.00	\$ 2,200.00	\$ 6,600.00	\$ 1,800.00	\$ 5,400.00	\$ 1,750.00	\$ 5,250.00
18	2" HDPE Bored Casing, including 1" water service line and connection to existing meter	LS	2	\$ 7,500.00	\$ 15,000.00	\$ 1,500.00	\$ 3,000.00	\$ 2,200.00	\$ 4,400.00	\$ 3,400.00	\$ 6,800.00
19	Asphalt/Concrete Pavement and Driveway Repair, including SB2 base material as necessary, complete in place	LF	125	\$ 80.00	\$ 10,000.00	\$ 55.00	\$ 6,875.00	\$ 35.00	\$ 4,375.00	\$ 50.00	\$ 6,250.00
20	Rip Rap for Ditch Crossings	TON	150	\$ 45.00	\$ 6,750.00	\$ 40.00	\$ 6,000.00	\$ 55.00	\$ 8,250.00	\$ 60.00	\$ 9,000.00

Item No	Description	Unit	Estimated Qty	Brothers Construction, Inc.		Goins Enterprises, Inc.		Goodwin & Goodwin, Inc.		Seven Valleys Construction, Co., Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
21	Sediment Control, Erosion Control and Site Restoration, and Compliance with NPDES Stormwater Permit and the Comprehensive Best Management Practices Plan (CBMPP)	LS	1	\$ 24,000.00	\$ 24,000.00	\$ 18,000.00	\$ 18,000.00	\$ 12,000.00	\$ 12,000.00	\$ 45,000.00	\$ 45,000.00
22	Act 291, 1993 Trench and Excavation Safety System for Water and Sewer Installation	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 500.00	\$ 500.00	\$ 8,000.00	\$ 8,000.00
TOTAL BASE BID				\$	384,310.00	\$	350,195.00	\$	292,955.00	\$	399,920.00

*Highlighting Notes Corrected Calculation Error

CERTIFIED

A. Rennie

Andrea Rennie, CPPD, CPPB, Purchasing Manager

Witness

2/28/18

Date



City of Fayetteville, Arkansas
Attendance Sheet

BID/RFP/RFQ #: 18-17

Description: Construction - Dinsmore Trail Water Main Replacement

Function (circle one) Bid Opening Selection Committee Meeting, Pre-Bid, Interview

Date: 02/22/2018 Time: 2:00 PM

City staff e-mail includes "@fayetteville.ar.gov"

	Name	Company	Title	Phone	Email
1	Rachel Brown	City of Fayetteville	Purch. Clerk	575-8304	rbrown@
2	Les McGaugh	City of Fayetteville	Purch Agent	575-8220	lmcgaugh@
3	Jim Beavers	City of Fayetteville	Engineer	413-3452	jbeavers@fayetteville-ar.gov
4	Todd Mooney	Brothers Construction Inc	Owner	479-883-2211	todd@brothersconstinc.com
5	Michael Shoemaker	Gains Ent.	Supr	417-592-4996	Michael.Shemaker@GainsEnt.com
6	Rodney Lessey	Gorred M&N	SALE	479-345930	Rodney.Lessey@GorredM&N.com
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CITY OF
FAYETTEVILLE
ARKANSAS

Bid 18-17, Construction - Dinsmore Trail Water Main Replacement

Bid: 18-17

Date: 2.22.2018

Time: 2:00 PM

Bidder	Total Base Bid	Bid Bond Included	Addendum Acknowledge
Brothers Const.	\$384,310	✓	✓
Goins Enterprises	\$350,625	✓	✓
Goodwin & Goodwin, Inc.	\$292,955	✓	✓
Seven Valley's Construction	\$399,920	✓	✓

certified
\$603,374
w/ 25% ~~100~~ \$754,218