City of Bentonville
Bentonville Utility Board Meeting
Tuesday, July 27, 2021 – 11:00 am
Bentonville City Hall 305 SW "A" St.
City Council Chambers

AGENDA

Call to Order
Pledge of Allegiance
Attendance
Approval of Minutes: June 22, 2021

New Business

1. Hawkins-Weir Engineers, Inc. Agreement – Mike Bender, PE (pages 2-21)
2. Budget Adjustment – Hawkins-Weir Engineers, Inc. – Mike Bender, PE (pages 22-23)
3. Budget Adjustment – 48" Water line repair – Mike Bender, PE (pages 24-115)
4. Utility Billing Re-organization –Gary Wilson (pages 116-123)
5. Update – Mueller & Water Loss – Mike Bender, PE
6. Adjournment

Agenda Item Form

Date of City Council Meeting	**8/10/2021**
Department	**Water Resource Recovery Facility**
Submitted by	**Mike Bender, Nancy Busen**
Phone	**(479) 271-6873, (479) 271-3161**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution - Staff is requesting approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Hawkins-Weir Engineers, Inc. in the amount of $243,400.00 for a feasibility study to evaluate options for expanding wastewater treatment capacity and provide an orderly plan to accommodate the projected rapid growth of the City of Bentonville. The 2021 budget included $200,000.00 for this study. The scope of the study expanded from estimates made at time of budget entry and project advertisement. Funding for the increased cost will be from the Wastewater Utilities Reserves. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law.

Estimated Cost	**$243,400.00**
Is this Item Budgeted?	☑ Yes ☐ No **$200,000.00 budgeted. Total cost is $243,400.00**

If no, please explain how item will be funded *(briefly explain in space below)* :

Funds to cover cost over budget will come from Wastewater Utilities Reserves

Memo

To: City Council, Mayor Orman

From: Mike Bender

CC:

Date: July 19, 2021

Re: Hawkins-Weir Contract, Wastewater Treatment Capacity Feasibility Study

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Resolution - Staff is requesting approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Hawkins-Weir Engineers, Inc. in the amount of $243,400.00 for a feasibility study to evaluate options for expanding wastewater treatment capacity and provide an orderly plan to accommodate the projected rapid growth of the City of Bentonville. The 2021 budget included $200,000.00 for this study. The scope of the study expanded from estimates made at time of budget entry and project advertisement. Funding for the increased cost will be from the Wastewater Utilities Reserves.

During the budget process the study was scoped to primarily look at the feasibility to turn wastewater flows above the existing capacity of the City's facility towards NACA. As staff prepared the request for qualifications, we adjusted the scope to allow more flexibility and creativity to determine the most feasible option to address growth and the associated increase in wastewater treatment capacity. This study will look at options to increase capacity at the City's facility as well as turning additional flow to NACA and possible combinations.

Thank you for your consideration of this request.

Mike Bender

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH HAWKINS-WEIR ENGINEERS, INC. FOR A FEASIBILITY STUDY TO ADDRESS WASTEWATER TREATMENT CAPACITY TO ACCOMMODATE GROWTH IN THE CITY OF BENTONVILLE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS.

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into a Professional Services Agreement with Hawkins-Weir Engineers, Inc. for a feasibility study to address wastewater treatment capacity to accommodate growth in the City of Bentonville in an amount not to exceed $243,400.00 as set forth in the agreement attached hereto as Exhibit “A”.

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of ____, 2021.

APPROVED:

_____
HON., Stephanie Orman
MAYOR

ATTEST:

_____
Kirby Romines
CITY CLERK

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: ___Feasibility Study to Address Capacity/Growth for Wastewater Treatment___("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and Hawkins-Weir Engineers, Inc., hereinafter referred to as "ENGINEER" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this ____day of _____, 2021 ("EFFECTIVE DATE").

RECITALS:

A. WHEREAS, the CITY has a need to perform capital improvement projects for the City of Bentonville, Arkansas; and

B. WHEREAS, The CITY has selected the ENGINEER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and

C. WHEREAS, the CITY wishes to contract for Professional Services; and

D. WHEREAS, The ENGINEER has the skill, experience, ability, background, certifications and knowledge to provide these services; and

E. WHEREAS, The ENGINEER wishes to perform such professional services under this AGREEMENT with the CITY.

NOW, THEREFORE, in consideration of the terms in this AGREEMENT, the CITY and ENGINEER agree to the following:

ARTICLE I - PROJECT DESCRIPTION

The PROJECT shall be as described in APPENDIX A. "Project Description", attached hereto and incorporated herein by reference.

ARTICLE II - SCOPE OF SERVICE

Upon issuance of a written Notice to Proceed by the CITY, ENGINEER agrees to provide the CITY the necessary professional services related to the PROJECT, as set forth in APPENDIX B, "Scope of Services" ("SCOPE"), attached hereto and incorporated herein by reference.

ARTICLE III - STANDARD OF CARE

ENGINEER shall at all times material hereto adhere to the generally accepted standard of care typically exhibited by similarly situated professionals performing similar scope(s) of service on projects of like size, scope, nature, cost, schedule, and complexity, at the same time and in the same general regional locale ("Standard of Care").

ARTICLE IV - ADDITIONAL SERVICES

A. Any service outside of the work described herein or included by reference hereto must be pre-approved by the CITY and executed as an AMENDMENT to this AGREEMENT by the Parties prior to any such work being completed; any such AMENDMENT shall be in accordance with the CITY'S purchasing laws and guidelines and may require approval from the Bentonville City Council.

B. ENGINEER shall make no claims for additional services or changes in the services until an AMENDMENT has been fully executed by the Parties.

ARTICLE V - SCHEDULE OF FEES, SERVICES AND PAYMENT

A. The term of this AGREEMENT shall commence on the EFFECTIVE DATE and shall proceed in accordance with APPENDIX C, "Schedule of Fees and Services, Key Milestones, and Durations for Major Tasks", attached hereto and incorporated herein by reference.

B. The cost of this AGREEMENT shall be in accordance with APPENDIX C.

C. CITY agrees to pay ENGINEER for all services authorized by inclusion in this AGREEMENT which have been properly performed by ENGINEER in accordance with this AGREEMENT.

D. All fees paid to ENGINEER shall be based on invoices submitted by ENGINEER for work performed under this AGREEMENT, less any previous payments. ENGINEER shall submit invoices for services related to this AGREEMENT on a monthly basis.

E. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, ENGINEER has not made satisfactory progress on the Project based on the SCOPE. If CITY objects to any portion of an invoice, the CITY shall notify ENGINEER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and ENGINEER shall immediately make every effort to settle the disputed portion of the invoice.

F. In the event that the CITY becomes credibly informed that any representations of ENGINEER provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to ENGINEER until the inaccuracy and the cause thereof is corrected to the CITY's reasonable satisfaction.

G. If the CITY fails to make any payment, not in dispute, due to ENGINEER within thirty (30) days after receipt of an invoice, then the amount due to the ENGINEER will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, ENGINEER may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until ENGINEER has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

A. ENGINEER shall during the term hereof maintain in full force and effect the following insurance:

1. A comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the ENGINEER's performance of services pursuant to this AGREEMENT with a combined single limit of not less than $1,000,000.00 per occurrence and $2,000,000 in the aggregate for injury to persons (including death), and for property damage;

2. A policy of automobile liability insurance covering any vehicles owned and/or operated by ENGINEER, its officers, agents, and employees, and used in the performance of this AGREEMENT with policy limits of not less than $1,000,000.00 combined single limit and aggregate for bodily injury and property damage;

3. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of ENGINEER's employees involved in the provision of services under this AGREEMENT with policy limit of not less than $1,000,000.00; and

4. Professional Liability/Errors and Omissions coverage covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than $1,000,000.00.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Include CITY as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability/Errors and Omissions coverage; and

2. provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance;

3. provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability/Errors and Omissions coverage.

C. ENGINEER shall provide 30 day written notice to CITY of any material change of or to the insurance required herein.

D. All insurance companies providing the required insurance shall be authorized to transact business in Arkansas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing the required insurance and all endorsements required by this Agreement shall be submitted prior to commencement of services.

E. In the event that additional or greater insurance requirements are warranted, these requirements shall be included as an Appendix, which will be attached hereto and incorporated by reference.

ARTICLE VII - RIGHT OF ACCESS

A. CITY will obtain and/or furnish right-of-access for ENGINEER to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.

B. ENGINEER will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

C. CITY recognizes that ENGINEER's operations and use of equipment may unavoidably alter existing conditions or affect the environment at the PROJECT site. The cost of repairing such damage shall be the responsibility of ENGINEER, at no additional cost to the CITY. In the event that ENGINEER fails to correct such damages, CITY is entitled to utilize CITY forces or other labor to repair the damage; any costs incurred by CITY for such work shall be deducted from the monies due to ENGINEER.

ARTICLE VIII - RECORDS AND RETENTION

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by ENGINEER and its ENGINEERs, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. ENGINEER and its ENGINEERs, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the PROJECT DOCUMENTS. Notwithstanding anything to the contrary, CITY shall own, have, and retain all rights, title and interest in and to all PROJECT DOCUMENTS, whether in draft form or final form, which are produced at CITY's request or otherwise produced from ENGINEER's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to ENGINEER's proprietary standard details that were developed by the ENGINEER prior to the commencement of this PROJECT.

B. CITY shall have full authority to reuse, reproduce, publish, disclose and distribute PROJECT DOCUMENTS, as needed, according to Arkansas State Law.

C. ENGINEER shall, upon completion of the services and full payment for the ENGINEER'S services by the CITY, or earlier termination and appropriate compensation as provided by this AGREEMENT, provide the CITY with all PROJECT DOCUMENTS prepared by ENGINEER pursuant to this AGREEMENT in formats requested by the CITY.

D. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this AGREEMENT shall be submitted for approval to the CITY. All instruments of service shall be professionally sealed in accordance to applicable laws or at CITY's request.

E. Acceptance and approval of the PROJECT DOCUMENTS by the CITY shall not constitute nor be deemed a release of the responsibility and liability of ENGINEER, its employees, associates, agents and ENGINEERs for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents prepared by ENGINEER, its employees, contractor, agents and ENGINEERs.

F. ENGINEER will retain the PROJECT DOCUMENTS for a period of three years following project completion. During this three year period, any requests for document recovery and reproduction will be assessed a fee in accordance with ENGINEER's FEES.

ARTICLE IX - SAFETY

A. CITY agrees to inform ENGINEER of any applicable site safety procedures and regulations known to CITY as well as any special safety concerns or dangerous conditions at the site of which the CITY is aware, which ENGINEER shall communicate to its employees. ENGINEER and its employees shall adhere to such procedures and regulations once notice has been given by the CITY.

B. Unless specifically provided in the SCOPE, ENGINEER shall not have any responsibility for overall job safety at the site. If in the ENGINEER's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ENGINEER may immediately suspend performance until such safety standards can be attained.

C. ENGINEER agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of ENGINEER's performance of this AGREEMENT.

ARTICLE X - TERMINATION

A. CITY may suspend or terminate this AGREEMENT for cause or without cause at any time by giving written notice to ENGINEER. In the event suspension or termination is without cause, payment to ENGINEER, in accordance with the terms of this AGREEEMENT, will be made on the basis of services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.

B. Should the CITY require a modification of this AGREEMENT with the ENGINEER, and in the event the CITY and ENGINEER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this AGREEMENT, for the services reasonably determined by the CITY to be properly performed by ENGINEER prior to such termination date.

C. If, for whatever adequate funding is not made available by CITY to support or justify continuation of the level of services to be provided by ENGINEER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by ENGINEER under this AGREEMENT. In such event, CITY will notify ENGINEER in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

D. In no event shall the CITY pay to ENGINEER fees for termination outside of payment for services reasonably determined by the City to be properly performed prior to termination.

ARTICLE XI - INDEMNIFICATION

A. For purposes of this AGREEMENT, ENGINEER agrees to indemnify, hold harmless the CITY, its officers and employees from any loss, damage, liability or expense, of any nature whatsoever to the extent caused by the negligence, willful misconduct, or other actionable fault of ENGINEER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ENGINEER is not required hereunder to defend the CITY, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the CITY's negligence

B. Nothing contained herein shall waive any governmental immunity CITY may be entitled to by law.

C. This provision shall survive the termination of this AGREEMENT.

ARTICLE XII - CONTINGENCY CLAUSE

A. The CITY may add a contingency amount to the contract to cover additional services as described in APPENDIX B. Any use of such contingency funds for additional services shall be executed as an AMENDMENT to this AGREEMENT.

B. The Contingency shall in no manner substitute for an official AMENDMENT.

ARTICLE XIII - RELATIONSHIP OF THE PARTIES

It is understood and agreed by and between the parties that the ENGINEER, in satisfying the conditions of this AGREEMENT, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with ENGINEER's actions. All services to be performed by the ENGINEER pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The ENGINEER shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this AGREEMENT. There is no intended third-party beneficiary to the AGREEMENT and nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

ARTICLE XIV - DISPUTE RESOLUTION

A. CITY and ENGINEER agree that disputes relative to the services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, ENGINEER will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for ENGINEER's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

ARTICLE XV - OPINIONS OF PROBABLE COST

A. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, the ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgement in accordance with the "Standard of Care". The ENGINEER cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.

B. The CITY understands that the construction cost estimates developed by the ENGINEER do not establish a limit for construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the CITY, the ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

ENGINEER shall comply with all Federal, State, Local laws, ordinances, resolutions, specifications, regulations and all other laws or regulations relating or applicable to service to be performed under this AGREEMENT. Interpretation of this AGREEMENT and disputes arising out of or related to this AGREEMENT will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this AGREEMENT will be in the District Court of Benton County, Arkansas,

ARTICLE XVII - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent of contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or ENGINEER's services.

ARTICLE XVIII - SEVERABILITY

A. In the event that one or more provisions contained herein shall, for any reason, be deemed invalid, illegal, void or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect.

B. In the event that any provision hereof is in conflict with any statutory provision of the State of Arkansas, said provision, which may be in conflict therewith, shall be deemed inoperative, null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions; provided, however, that the remaining provisions of this AGREEMENT will be unaffected and will continue to be valid and enforceable.

ARTICLE XIX - SURVIVAL OF OBLIGATIONS

The obligations of the Parties contained in this AGREEMENT, which by their nature survive after the term of the AGREEMENT, shall survive the termination or expiration of this AGREEMENT, and continue indefinitely or as otherwise provided by this AGREEMENT.

ARTICLE XIX – ENTIRE AGREEMENT

This AGREEMENT, including all documents and Appendices included by reference herein, constitutes the entire agreement between the PARTIES and supersedes all prior agreements, whether oral or written, covering the same subject matter. This AGREEMENT may not be modified or amended except in writing, mutually agreed upon and accepted by both PARTIES to this AGREEMENT.

The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, **shall not exceed** Two Hundred Forty-Three Thousand Four Hundred and 00/100 ($243,400.00), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and ENGINEER.

IN WITNESS THEREOF, the CITY and ENGINEER have executed this AGREEMENT, the EFFECTIVE DATE of which is indicated on page 1 of this AGREEMENT.

CITY OF BENTONVILLE	**Hawkins-Weir Engineers, Inc.**
CITY	ENGINEER
	Brett D. Peters
BY	BY
MAYOR	**President & CEO**
TITLE	TITLE
	07/15/2021
DATE SIGNED	DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

The Feasibility Study to address Capacity/Growth for Wastewater Treatment will evaluate options for expanding wastewater treatment capacity at either the Bentonville Water Resource Recovery Facility (WRRF) or the Northwest Arkansas Conservation Authority Wastewater Treatment Plant (NACA WWTP), or some combination thereof, and provide an orderly plan to accommodate the projected rapid growth of the City. Due to the geographical limitations of the Bentonville WRRF, this study will also evaluate the possible diversion of wastewater flow from the Bentonville WRRF wastewater collection basin to the NACA WWTP for treatment. The Bentonville WRRF basin includes the following wastewater collection basins: McKisic, Town Branch, and North Lift Station.

This study shall provide a planning level review and analysis of alternatives that optimize the balance between the expansion/use of existing City facilities and facilities owned and operated by NACA. The study will need to develop existing and projected wastewater flows for each of the City's major sewer collection basins including those Bentonville WRRF basins previously identified, and the NACA, Shell Road, and South Lift Station basins that are already being treated at the NACA WWTP. This study will evaluate options for expanding treatment capacity at the City's facility and the NACA WWTP in order to prepare the most feasible and cost-effective plan to increase treatment capacity, minimally considering the following parameters: regulatory drivers, maximizing use of existing treatment infrastructure, property and easement requirements, and permitting. This study will also evaluate options within the Bentonville WRRF basin to divert wastewater flow to NACA. This wastewater collection system evaluation will include a review of existing pump design parameters, force main hydraulics and capacities, and available capacity of any receiving gravity sewer systems, and will identify the improvements necessary to facilitate wastewater flow diversion. The study will culminate in the development of a comprehensive report that evaluates the alternatives on the basis of economic factors, capital and life cycle costs, and non-economic factors. Through collaboration with the City, a matrix will be developed to further evaluate the advantages and disadvantages associated with each alternative. The report will also include a planning schedule for the implementation of the recommended alternative, considering phasing of the improvements due to any budgetary constraints of the City.

APPENDIX B

SCOPE OF SERVICES

SERVICES BY THE CITY

- Furnish required information and approvals and perform responsibilities and activities in a timely manner to facilitate orderly progress of the work.
- Provide criteria and information as to the requirements for the PROJECT, including design objectives and constraints, right-of-way/easement, capacity and performance requirements, and any budgetary limitations.
- Furnish copies of design and construction standards that the CITY will require to be included in the drawings and specifications.
- Assist the ENGINEER by placing at their disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.
- Arrange for access to public and private property as required for the PROJECT.
- Obtain the necessary lands, easements and rights-of-way for the PROJECT.
- Reimburse all plan review, advertising costs, permits and approvals in connection with the PROJECT.
- Pay the ENGINEER is accordance with the terms of the AGREEMENT.

If the CITY observes or otherwise becomes aware of any fault or defect in the PROJECT, the CITY shall give prompt written notice thereof to the ENGINEER.

SERVICES BY THE ENGINEER

- Meet all requirements of the AGREEMENT including any AMENDMENTS.
- All Design and Construction shall conform to Federal, State and Local regulations.
- Subcontracting of services by the ENGINEER shall have prior approval of the CITY.

Engineer shall provide Basic Services as set forth below.

1. Conduct a Project Initiation Meeting with the Owner and develop a Project Initiation Work Plan to distribute to all meeting participants

2. Develop a Schedule of Project Deliverables

3. Develop existing and projected wastewater flows for each of the City's major sewer collection basins including McKisic, Town Branch, North Lift Station, South Lift Station, Shell Road, and the Northwest Arkansas Conservation Authority (NACA)

4. Evaluate population growth for the City of Bentonville considering any population densification areas within the City

5. Research regulatory/permitting requirements for the capacity expansion of the NACA Wastewater Treatment Plant (WWTP) with representatives from EPA Region 6, ADEQ, City of Bentonville, and NACA

6. Depending upon the results of Task 5, evaluate and discuss options for expanding treatment capacity at the NACA WWTP
   a. Participate in a Site Visit to review the existing facility and its process units
   b. Review available Record Drawings
   c. Review the recent Study and Report, as prepared by Garver
   d. Identify viable treatment processes

(1) Consider regulatory/permitting requirements
(2) Identify property and easement requirements

e. Prepare a planning level capital cost estimate
f. Prepare a planning level life cycle cost analysis considering both capital and operation & maintenance (O&M) costs
g. Conduct a workshop with the Owner regarding the evaluation of the NACA WWTP

7. Evaluate and discuss options for expanding treatment capacity at the Bentonville Water Resource Recovery Facility (WRRF) – Process Intensification Alternative
   a. Participate in a Site Visit to review the existing facility and its process units
   b. Review available Record Drawings
   c. Develop a hydraulic model for the existing facility
      (1) Survey critical elevations upstream of the secondary clarifiers
      (2) Develop the hydraulic profile spreadsheet
      (3) Calibrate the hydraulic profile based on observed flow measurements
   d. Identify viable treatment process scenarios that maximize use of existing infrastructure
      (1) Consider regulatory/permitting requirements
      (2) Identify property and easement requirements
   e. Prepare a planning level capital cost for the selected alternative
   f. Prepare a planning level life cycle cost analysis considering both capital and operation & maintenance (O&M) costs for the selected alternative
   g. Conduct a workshop with the Owner regarding the evaluation of the Bentonville WRRF

8. Identify improvements needed in the wastewater collection system for treatment capacity alternatives including requirements for flow diversion
   a. Participate in a Site Visit and review operating parameters at the following pump stations:
      (1) McKisic
      (2) North Lift Station
      (3) South Lift Station
   b. Review available Record Drawings
   c. Review information associated with the Olsson wastewater collection system study
      (1) Study scope of services
      (2) Wastewater collection system map that delineates all basins, sub-basins, pump station, and force mains
      (3) Flow metering locations and flow data observations to date
   d. Evaluate wastewater collection system improvements for up to five (5) alternatives
      (1) Evaluate pump capacity
      (2) Evaluate force main capacity
         (i) Consider possible force main alignments
         (ii) Develop Hydraulic Grade Line (HGL) profile
      (3) Identify property and easement requirements
      (4) Consider electrical/SCADA requirements
   e. Review RJN Group's capacity evaluation of the Little Osage Creek Gravity Sewer
   f. Prepare a planning level capital cost for each alternative
   g. Prepare a planning level life cycle cost analysis considering both capital and operation & maintenance (O&M) costs for each alternative
   h. Participate in periodic workshops with the Owner regarding the evaluation of wastewater collection system improvements – Up to two (2) Workshops

9. Collaborate with the Owner in a workshop setting to develop a matrix that identifies both economic and non-economic advantages and disadvantages for each alternative
   a. Bentonville WRRF – Process Intensification Alternative
   b. NACA WWTP
   c. Wastewater collection system flow diversion alternatives

10. Develop a planning schedule for the implementation of the recommended alternative

11. Prepare and deliver DRAFT Final Report to the City for review

12. Conduct a workshop to review the DRAFT Final Report with the City, and incorporate any comments received into the Final Report

13. Present Study findings and recommendations:
    a. City of Bentonville Utility Board
    b. City of Bentonville City Council, incorporating any comments received during the Utility Board review

14. Prepare and deliver Final Report to the City

Exclusions to the Basic services:

1. Process Flow Modeling – Bentonville WRRF

Appendix C
Scope of Services and Fee Proposal Summary
Feasibility Study to Address Capacity/Growth
for Wastewater Treatment
Bentonville, Arkansas
HWEI Project No. 2021037
June 2021

A. Study and Report Phase

Feasibility Study to Address Capacity/Growth for Wastewater Treatment

Task	Engr VII	Engr V	Engr IV	Dsgnr I	GPS Survey	Tech III	Tech I	Total Hours
1. Conduct a Project Initiation Meeting with the Owner and develop a Project Initiation Meeting Work Plan to distribute to all meeting participants	4	2	8				4	18
2. Develop a Schedule for Project Deliverables	4		4				4	12
3. Develop existing and projected wastewater flows for each of the City's major sewer collection basins including McKisic, Town Branch, North Lift Station, South Lift Station, Shell Road, and the Northwest Arkansas Conservation Authority (NACA)	4		16				4	24
4. Evaluate population growth for the City of Bentonville considering any population densification areas within the City	4		8				4	16
5. Research regulatory/permitting requirements for the capacity expansion of the NACA Wastewater Treatment Plant (WWTP) with representatives from EPA Region 6, ADEQ, City of Bentonville, and NACA	40		8					48
6. Depending upon the results of Task 5, evaluate and discuss options for expanding treatment capacity at the NACA WWTP								0
a. Participate in a Site Visit to review the existing facility and its process units	4	4	4					12
b. Review available Record Drawings			4					4
c. Review the recent Study and Report, as prepared by Garver	4		4					8
d. Identify viable treatment processes	4		8			8		20
(1) Consider regulatory/permitting requirements	8							8
(2) Identify property and easement requirements			4			8		12
e. Prepare a planning level capital cost estimate	4	2	8				4	18
f. Prepare a planning level life cycle cost analysis considering both capital and operation & maintenance (O&M) costs	4	2	8				4	18
g. Conduct a workshop with the Owner regarding the evaluation of the NACA WWTP	2	2	4				8	16
7. Evaluate and discuss options for expanding treatment capacity at the Bentonville Water Resource Recovery Facility (WRRF) - Process Intensification Alternative								0
a. Participate in a Site Visit to review the existing facility and its process units	4	4	4					12
b. Review available Record Drawings			4					4
c Develop a hydraulic model for the existing facility	4					8		12
(1) Survey critical elevations upstream of the secondary clarifiers			4		24			28
(2) Develop the hydraulic profile spreadsheet			16					16
(3) Calibrate the hydraulic profile based on observed flow measurements			8		16			24
d Identify viable treatment process scenarios that maximize use of existing infrastructure	4		8					12
(1) Consider regulatory/permitting requirements	4							4
(2) Identify property and easement requirements			4			4		8
e Prepare a planning level capital cost for the selected alternative	4	2	8				4	18
f. Prepare a planning level life cycle cost analysis considering both capital and operation & maintenance (O&M) costs for the selected alternative	4	2	8				4	18
g. Conduct a workshop with the Owner regarding the evaluation of the Bentonville WRRF	2	2	4				8	16
8. Identify improvements needed in the wastewater collection system for treatment capacity alternatives including requirements for flow diversion								0
a. Participate in a Site Visit and review operating parameters at the following pump stations:								0
(1) McKisic	4	4	4					12
(2) North Lift Station	2	2	2					6
(3) South Lift Station	2	2	2					6

Appendix C
Scope of Services and Fee Proposal Summary
Feasibility Study to Address Capacity/Growth
for Wastewater Treatment
Bentonville, Arkansas
HWEI Project No. 2021037
June 2021

Task	Engr VII	Engr V	Engr IV	Dsgnr I	GPS Survey	Tech III	Tech I	Total Hours
b. Review available Record Drawings			4					4
c. Review information associated with the Olsson wastewater collection system study								0
(1) Study scope of services			4					4
(2) Wastewater collection system map that delineates all basins, sub-basins, pump stations, and force mains			8					8
(3) Flow metering locations and flow data observations to date			8					8
d. Evaluate wastewater collection system improvements for up to five (5) alternatives	8	8	16			16		48
(1) Evaluate pump capacity			24					24
(2) Evaluate force main capacity								0
(i) Consider possible force main alignments	4		16			16		36
(ii) Develop Hydraulic Grade Line (HGL) profile			16			16		32
(3) Identify property and easement requirements			8	8		16		32
(4) Consider electrical/SCADA requirements		8	8					16
e. Review RJN Group's capacity evaluation of the Little Osage Creek Gravity Sewer	2		4					6
f. Prepare a planning level capital cost for each alternative	4	4	16				8	32
g. Prepare a planning level life cycle cost analysis considering both capital and operation & maintenance (O&M) costs for each alternative	4	4	16				8	32
h. Participate in periodic workshops with the Owner regarding the evaluation of wastewater collection system improvements - Up to two (2) Workshops	4	4	8				8	24
9. Collaborate with the Owner in a workshop setting to develop a matrix that identifies both economic and non-economic advantages and disadvantages for each alternative	4		4				8	16
a. Bentonville WRRF - Process Intensification Alternative	2		4					6
b. NACA WWTP	2		4					6
c. Wastewater collection system flow diversion alternatives	2		4					6
10. Develop a planning schedule for the implementation of the recommended alternative	2		4					6
11. Prepare and deliver DRAFT Final Report to the City for review	12	20	40			16	24	112
12. Conduct a workshop to review the DRAFT Final Report with the City, and incorporate any comments received into the Final Report	2	2	8				8	20
13. Present Study findings and recommendations:								0
a. City of Bentonville Utility Board	4		4			8		16
b. City of Bentonville City Council, incorporating any comments received from the Utility Board review	2		4			4	8	18
14. Prepare and deliver Final Report to City	2		4					6
Total Hours	180	80	400	8	40	120	120	948
								$128,400

B. Reimbursable Expenses

Feasibility Study to Address Capacity/Growth for Wastewater Treatment

Item	Description	Total
1. Printing		$2,500
2. Outside Services	Black & Veatch, Inc.	$112,500
Total Estimated Reimbursable Expenses		$115,000

ENGINEERING SERVICES SUMMARY

Feasibility Study to Address Capacity/Growth for Wastewater Treatment

A. Study and Report	$128,400
B. Reimbursable	$115,000
Total Engineering Fee - Not to Exceed	$243,400

Appendix C
Standard Billing Rate Structure
For Hourly Fee Based Contracts
Hawkins-Weir Engineers, Inc.
Effective August 16, 2020 through August 14, 2021[1]

Engineer			
	Engineer VII	$ 190	Per Hour
	Engineer VI	$ 175	Per Hour
	Engineer V	$ 160	Per Hour
	Engineer IV	$ 145	Per Hour
	Engineer III	$ 125	Per Hour
	Engineer II	$ 100	Per Hour
	Engineer I	$ 85	Per Hour
Engineering Technician			
	Designer II	$ 100	Per Hour
	Designer I	$ 75	Per Hour
	Technician IV	$ 85	Per Hour
	Technician III	$ 75	Per Hour
	Technician II	$ 65	Per Hour
	Technician I	$ 55	Per Hour
Field Technician - Field Inspector			
	Resident Project Representative (RPR)	$ 120	Per Hour
	Inspector II	$ 75	Per Hour
	Inspector I	$ 65	Per Hour
Field Surveying			
	GPS Survey	$ 175	Per Hour
	GPS Mapping Survey	$ 95	Per Hour
	Surveyor	$ 85	Per Hour
Administrative			
	Business Manager	$ 85	Per Hour
Expert Witness			
	Preparation	At Engineer's Hourly Rate	
	Testimony, less than 1/2 day	$ 1,000	
	Testimony, per Day	$ 2,000	

Expenses **Reimbursable Expenses and upcharges are determined by the Client Agreement/Contract**

Subconsultants/Outside Services

Express Delivery, Field Supplies, Testing, Review/Filing Fees and Advertising

Travel:	Hotel and meals	Actual Cost	
	Vehicle[2]	$0.56 per mile effective 1/1/21	
Reproduction:	Outside printing service	Actual Cost	
	In-house printing		
	Letter Copy - B&W	$ 0.10	Per Copy
	Letter Copy - Color	$ 0.75	Per Copy
	22 x 34 Size Copy - B&W	$ 3.00	Per Copy
	22 x 34 Size Copy - Color	$ 10.00	Per Copy
	11 x 17 Size Copy - B&W	$ 1.50	Per Copy
	11 x 17 Size Copy - Color	$ 5.00	Per Copy
	CD Copy	$ 5.00	Per Copy
	Binding	$ 1.00	Each

[1] Billing Rates are reviewed and adjusted annually in August. Regardless, any adjustment in Billing Rates will not impact previously negotiated Not To Exceed (NTE) fee amounts without a formal Contract Amendment.

[2] To be adjusted periodically to current IRS mileage rate.

All Billings are due upon receipt unless prior arrangements for payment have been made.

Client#: 53866 HAWKWEIR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/09/2021

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

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

PRODUCER	CONTACT NAME: Trudy Henry	
Greyling Ins. Brokerage/EPIC 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	PHONE (A/C, No, Ext): 770.552.4225	FAX (A/C, No): 866.550.4082
	E-MAIL ADDRESS: trudy.henry@greyling.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company	11000
INSURER B : Hartford Ins Co of the Midwest	37478
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Hawkins-Weir Engineers, Inc.
P.O. Box 648
Van Buren, AR 72957

COVERAGES CERTIFICATE NUMBER: 20-21 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			20SBWZM2676	11/01/2020	11/01/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			20UEGNM6289	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			20SBWZM2676	11/01/2020	11/01/2021	EACH OCCURRENCE	$2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$2,000,000
	DED X RETENTION $10000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			20WEGPV0830	11/01/2020	11/01/2021	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$500,000

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

Project# 2021037, Feasibility Study to Address Capacity/Growth for Wastewater Treatment
City of Bentonville is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law.

CERTIFICATE HOLDER

City of Bentonville
117 West Central Avenue
Bentonville, AR 72712

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THEN2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/8/2021

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

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

PRODUCER BXS Insurance PO Box 251510 Little Rock AR 72225-	CONTACT NAME: Amanda Palmer PHONE (A/C, No, Ext): 501-614-1571 FAX (A/C, No): 501-614-1447 E-MAIL ADDRESS: amanda.palmer@bxsi.com
INSURED HAWKENG-01 Hawkins-Weir Engineers, Inc. P.O. Box 648 Van Buren AR 72957	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Navigators Insurance Company 42307 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1429152868 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			CM20DPL027028IV	7/11/2020	7/11/2021	Each Claim Limit Aggregate	$1,000,000 $2,000,000

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

Project# 2021037, Feasibility Study to Address Capacity/Growth for Wastewater Treatment

CERTIFICATE HOLDER

City of Bentonville
117 West Central Avenue
Bentonville AR 72712

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Agenda Item Form

Date of City Council Meeting	**8/10/2021**
Department	**Water Resource Recovery Facility**
Submitted by	**Mike Bender, Nancy Busen**
Phone	**(479) 271-6873, (479) 271-3161**

Item Type: (*Check Applicable Item Type)*

☑ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Budget Adjustment - Staff is requesting approval of a budget adjustment in the amount of $43,400.00 to cover costs above budget amount associated with the feasibility study concerning wastewater treatment capacity to address growth in the City of Bentonville. The 2021 budget included $200,000.00 for the study. The scope of the study expanded from estimates made at time of budget entry and project advertisement. Funding will be from the Wastewater Utilities Reserves.

Estimated Cost	**$243,400.00**
Is this Item Budgeted?	☑ Yes ☐ No **$200,000.00 budgeted. Total cost is $243,400.00.**

If no, please explain how item will be funded *(briefly explain in space below)* :

Funds to cover additional cost will come from Wastewater Utilities Reserves

Budget Adjustment Request

Date of City Council Meeting	**8/10/2021**
Department	**Water Resource Recovery Facility**
Submitted by	**Mike Bender, Nancy Busen**
Phone	**(479) 271-6873, 271-3161**

Purpose of Budget Adjustment ***(Enter purpose in space below):***

Budget Adjustment - Staff is requesting approval of a budget adjustment in the amount of $43,400.00 to cover costs above budget amount associated with the feasibility study concerning wastewater treatment capacity to address growth in the City of Bentonville. The 2021 budget included $200,000.00 for the study. The scope of the study expanded from estimates made at time of budget entry and project advertisement. Funding will be from the Wastewater Utilities Reserves.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
503030	**43210**	**Legal & Professional Services**		**$ 43,400.00**
		Totals	**$ -**	**$ 43,400.00**
		Net Impact on Fund Balance	**$**	**(43,400.00)**

***Final Account Number will be determined by Accounting Department after approval and purchase**

Agenda Item Form

Date of City Council Meeting	**8/10/2021**
Department	**Water Utilities Department**
Submitted by	**Mike Bender, Preston Newbill**
Phone	**(479) 271-6873, (479) 271-3140**

Item Type: (*Check Applicable Item Type)*

☑ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Budget Adjustment - Staff requests City Council approval of a budget adjustment in the amount of $217,625.13 to cover costs associated with the 48" water main emergency repair contract with Garney Construction.

Estimated Cost	**$217,625.13**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* :

Funds will come from Water Utilities Reserves

Budget Adjustment Request

Date of City Council Meeting	**8/10/2021**
Department	**Water Utilities**
Submitted by	**Mike Bender, Preston Newbill**
Phone	**(479) 271-6873, 271-3140**

Purpose of Budget Adjustment ***(Enter purpose in space below):***

Budget Adjustment - Staff is requesting approval of a budget adjustment in the amount of $217,625.13 to cover costs associated with an emergency repair on the City's 48-inch water transmission line. The City signed a time and materials agreement with Garney Construction for the repair which provided an initial estimate of $175,000.00 prior to the repair work. Final cost of the repair was $392,625.13 as the repair was larger than initially anticipated. Funding will be from the Water Utility reserves.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
503020	**47321**	**Water Line Improvements**		**$ 217,625.13**
		Totals	**$ -**	**$ 217,625.13**
		Net Impact on Fund Balance	**$**	**(217,625.13)**

***Final Account Number will be determined by Accounting Department after approval and purchase**

Memo

To: City Council, Mayor Orman

From: Mike Bender

CC:

Date: July 19, 2021

Re: 48-inch Emergency Repair – Budget Adjustment for Final Payment - Garney

---

Staff is requesting City Council approval of a budget adjustment in the amount of $217,625.13 to cover costs associated with the emergency repair on the City's 48-inch water transmission line. The City Council approved a time and materials agreement with Garney Construction for the repair on April 27, 2021. Initially, the repair estimate was $175,000.00 and a budget adjustment was approved for that amount. After fully exposing the leak, it was determined that additional sections of pipe would need to be removed and replaced. Total replacement was 60 feet. Final amount of Garney Construction's repair contract was $392,625.13. Funding will be from the Water Utility reserves.

Attached are a few photos from the repair.

Thank you for your consideration of this request.

Photos of 48-inch Water Transmission Main Repair

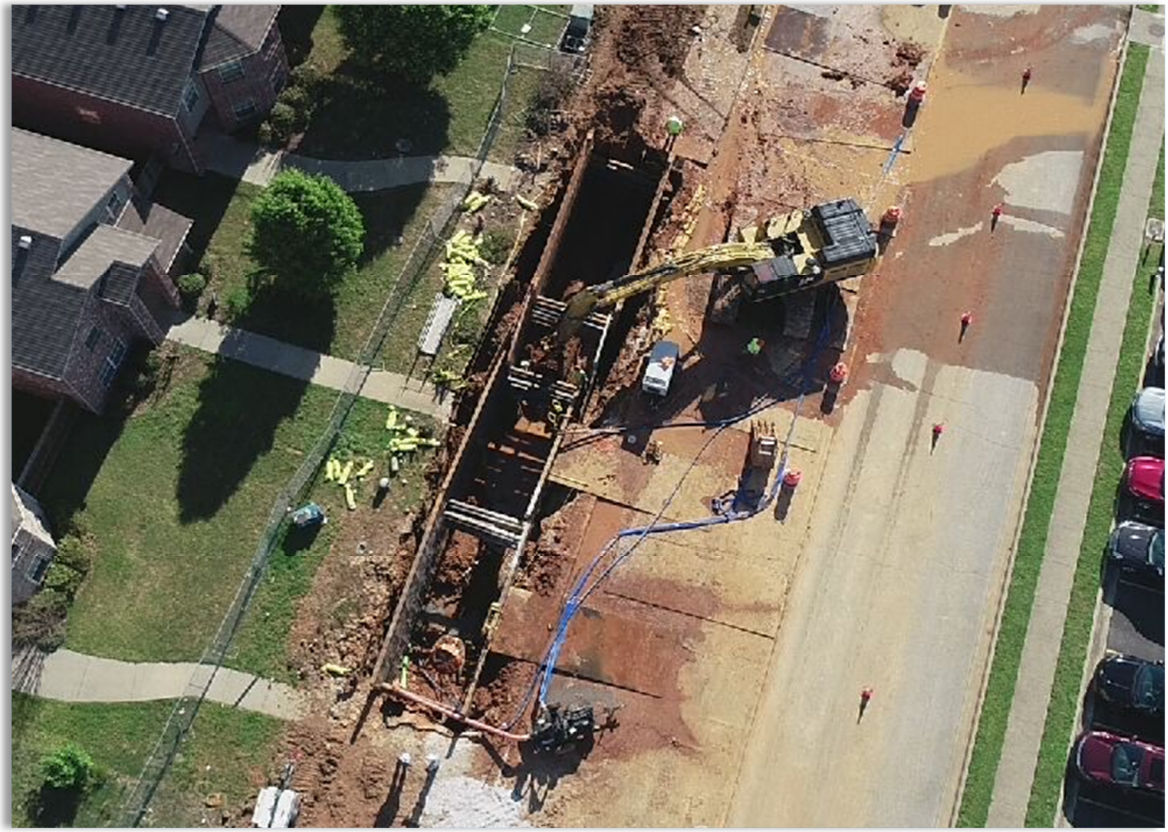


Initial excavation for leaking joint



Joint with leak. Broken steel bars and inner steel corrosion, outside concrete cracked and fallen away.

Photos of 48-inch Water Transmission Main Repair



Expanded excavation



Aerial of work area showing overall area along School Avenue in Lowell

Photos of 48-inch Water Transmission Main Repair



Trench conditions. Draining existing pipe.

Photos of 48-inch Water Transmission Main Repair



Trench. Starting backfill.

Photos of 48-inch Water Transmission Main Repair



Restoration. New sidewalk, curb repair, sod.

Exhibit 1: Time and Materials

PROJECT: Bentonville Water System Improvements 48" Repair **PROJECT NUMBER**

OWNER: City of Bentonville, AR

CONTRACTOR: Garney Construction 7354

PERIOD: **04/20/21** **TO** **06/10/21** **Pay Request Number.:** **001**

SUMMARY OF CHANGE ORDER REQUEST VALUES FROM ATTACHED TABULATIONS

Item #	Engineering Directive #	Description	Qty	Unit	Cost Per	Extended Cost
1		City of Bentonville Emergency 48"Water Line Repair - 60 LF of Pipe Replacement - Installation of 3 joints	1	LS	$ 357,625.13	$ 357,625.13
2		Allocation of Crew and Equipment	1	LS	$ 35,000.00	$ 35,000.00
					Total	**$ 392,625.13**

Contractor: Garney Construction By _____
Andrew Beck

Date: _____

Approved for Payment by
[OWNER]

By _____ Date: _____

City of Bentonville Emergency 48"Water Line Repair - 60 LF of Pipe Replacement - Installation of 3 joints

Labor	Unburdened Base Rate	Fed Unempl 0.80%	FICA 7.65%	State Unempl 2.24%	General Liability 4.43%	Workmen's Comp 9.08%	Heath Ins. Vacation 7.80%	Pension (ESOP) 15.00%	Small Tools 10.00%	Cons-umables 7.00%	Total Regular Time Costs	Total Over Time Costs	Total Regular Time Hours	Total Over Time Hours	EXTENDED COST
Superintendent	$53.00	$ 0.42	$ 4.05	$ 1.19	$ 2.35	$ 4.81	$ 4.13	$ 7.95	$ 5.30	$ 3.71	$ 86.92	$ 130.38	120.00	0.00	$ 10,430.40
Support Superintendent	$40.00	$ 0.32	$ 3.06	$ 0.90	$ 1.77	$ 3.63	$ 3.12	$ 6.00	$ 4.00	$ 2.80	$ 65.60	$ 98.40	0.00	0.00	$ -
Assistant Superintendent	$28.00	$ 0.22	$ 2.14	$ 0.63	$ 1.24	$ 2.54	$ 2.18	$ 4.20	$ 2.80	$ 1.96	$ 45.92	$ 68.88	0.00	0.00	$ -
Lead Excavator Operator	$25.00	$ 0.20	$ 1.91	$ 0.56	$ 1.11	$ 2.27	$ 1.95	$ 3.75	$ 2.50	$ 1.75	$ 41.00	$ 61.50	120.00	25.00	$ 6,457.50
Backfill Excavator Operator	$21.50	$ 0.17	$ 1.64	$ 0.48	$ 0.95	$ 1.95	$ 1.68	$ 3.23	$ 2.15	$ 1.51	$ 35.26	$ 52.89	120.00	39.50	$ 6,320.36
Support Excavator Operator	$20.50	$ 0.16	$ 1.57	$ 0.46	$ 0.91	$ 1.86	$ 1.60	$ 3.08	$ 2.05	$ 1.44	$ 33.62	$ 50.43	0.00	0.00	$ -
Small Support Excavator Operator	$18.25	$ 0.15	$ 1.40	$ 0.41	$ 0.81	$ 1.66	$ 1.42	$ 2.74	$ 1.83	$ 1.28	$ 29.93	$ 44.90	0.00	0.00	$ -
Loader Operator #1	$25.75	$ 0.21	$ 1.97	$ 0.58	$ 1.14	$ 2.34	$ 2.01	$ 3.86	$ 2.58	$ 1.80	$ 42.23	$ 63.35	120.00	27.00	$ 6,777.92
Loader Operator #2	$21.00	$ 0.17	$ 1.61	$ 0.47	$ 0.93	$ 1.91	$ 1.64	$ 3.15	$ 2.10	$ 1.47	$ 34.44	$ 51.66	0.00	0.00	$ -
Dozer Operator #1	$19.00	$ 0.15	$ 1.45	$ 0.43	$ 0.84	$ 1.73	$ 1.48	$ 2.85	$ 1.90	$ 1.33	$ 31.16	$ 46.74	0.00	0.00	$ -
Dozer Operator #2	$17.00	$ 0.14	$ 1.30	$ 0.38	$ 0.75	$ 1.54	$ 1.33	$ 2.55	$ 1.70	$ 1.19	$ 27.88	$ 41.82	0.00	0.00	$ -
Lead Man	$20.00	$ 0.16	$ 1.53	$ 0.45	$ 0.89	$ 1.82	$ 1.56	$ 3.00	$ 2.00	$ 1.40	$ 32.80	$ 49.20	0.00	0.00	$ -
Pipelayer	$19.00	$ 0.15	$ 1.45	$ 0.43	$ 0.84	$ 1.73	$ 1.48	$ 2.85	$ 1.90	$ 1.33	$ 31.16	$ 46.74	0.00	0.00	$ -
Tail man #1	$18.00	$ 0.14	$ 1.38	$ 0.40	$ 0.80	$ 1.63	$ 1.40	$ 2.70	$ 1.80	$ 1.26	$ 29.52	$ 44.28	0.00	0.00	$ -
Tail man #2	$18.00	$ 0.14	$ 1.38	$ 0.40	$ 0.80	$ 1.63	$ 1.40	$ 2.70	$ 1.80	$ 1.26	$ 29.52	$ 44.28	0.00	0.00	$ -
Top Man	$18.00	$ 0.14	$ 1.38	$ 0.40	$ 0.80	$ 1.63	$ 1.40	$ 2.70	$ 1.80	$ 1.26	$ 29.52	$ 44.28	0.00	0.00	$ -
General Laborer	$18.00	$ 0.14	$ 1.38	$ 0.40	$ 0.80	$ 1.63	$ 1.40	$ 2.70	$ 1.80	$ 1.26	$ 29.52	$ 44.28	0.00	0.00	$ -
General Laborer	$18.00	$ 0.14	$ 1.38	$ 0.40	$ 0.80	$ 1.63	$ 1.40	$ 2.70	$ 1.80	$ 1.26	$ 29.52	$ 44.28	120.00	19.00	$ 4,383.72
General Laborer	$18.00	$ 0.14	$ 1.38	$ 0.40	$ 0.80	$ 1.63	$ 1.40	$ 2.70	$ 1.80	$ 1.26	$ 29.52	$ 44.28	80.00	11.00	$ 2,848.68
General Laborer	$18.00	$ 0.14	$ 1.38	$ 0.40	$ 0.80	$ 1.63	$ 1.40	$ 2.70	$ 1.80	$ 1.26	$ 29.52	$ 44.28	0.00	0.00	$ -
Project Manager	$55.00	$ 0.44	$ 4.21	$ 1.23	$ 2.44	$ 4.99	$ 4.29	$ 8.25	$ 5.50	$ 3.85	$ 90.20	$ 135.30	120.00	0.00	$ 10,824.00
Field Engineer	$25.00	$ 0.20	$ 1.91	$ 0.56	$ 1.11	$ 2.27	$ 1.95	$ 3.75	$ 2.50	$ 1.75	$ 41.00	$ 61.50	120.00	0.00	$ 4,920.00
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00	0.00	$ -
															$ 52,962.57

CREW MEMBERS	MONTHLY PER DIEM	WORKING DAYS PER MONTHLY	DAILY PER DIEM	DAY ON THIS WORK	EXTENDED COST
Superintendent	$ 2,250.00	22	$ 102.27	12.00	$ 1,227.27
Support Superintendent	$ 1,750.00	22	$ 79.55	0.00	$ -
Assistant Superintendent	$ 1,250.00	22	$ 56.82	0.00	$ -
Lead Excavator Operator	$ 800.00	22	$ 36.36	14.50	$ 527.27
Backfill Excavator Operator	$ 800.00	22	$ 36.36	15.95	$ 580.00
Support Excavator Operator	$ 800.00	22	$ 36.36	0.00	$ -
Small Support Excavator Operator	$ 800.00	22	$ 36.36	0.00	$ -
Loader Operator #1	$ 800.00	22	$ 36.36	14.70	$ 534.55
Loader Operator #2	$ 800.00	22	$ 36.36	0.00	$ -
Dozer Operator #1	$ 800.00	22	$ 36.36	0.00	$ -
Dozer Operator #2	$ 800.00	22	$ 36.36	0.00	$ -
Lead Man	$ 800.00	22	$ 36.36	0.00	$ -
Pipelayer	$ 800.00	22	$ 36.36	0.00	$ -
Tailman #1	$ 800.00	22	$ 36.36	0.00	$ -
Tailman #2	$ 800.00	22	$ 36.36	0.00	$ -
Top Man	$ 800.00	22	$ 36.36	0.00	$ -
General Laborer	$ 800.00	22	$ 36.36	0.00	$ -
General Laborer	$ 800.00	22	$ 36.36	13.90	$ 505.45
General Laborer	$ 800.00	22	$ 36.36	9.10	$ 330.91
General Laborer	$ 800.00	22	$ 36.36	0.00	$ -
Assistant Project Manager	$ 1,250.00	22	$ 56.82	12.00	$ 681.82
Administrative Support	$ 800.00	22	$ 36.36	12.00	$ 436.36
		22	$ -	0.00	$ -
		22	$ -	0.00	$ -
				TOTAL	**$ 4,823.64**

DAILY MEALS	EXTENDED COST
$ -	$ -
$ -	$ -
$ -	$ -

To correctly quantify the cost of equipment on the time and materials works, you must determine the duration of the extra work (Hours, Days, Weeks or Months)
Then enter the appropriate quantity in its associated column. Enter the actual Operating Hours the equipment was utilized during the works. The sum of the time
the equipment is on site plus the actual utilization time will net in the total cost per equipment. (RATES FROM RENTAL RATE BLUE BOOK FOR CONSTRUCTION EQUIPMENT)

Equipment	Hourly Rate	Daily Rate	Weekly Rate	Monthly Rate	Operating Cost/Hr	Hours On Site	Days On Site	Weeks On Site	Months On Site	Operating Hours	EXTENDED COST
CAT 390 Excavator	$ 395.00	$ 2,645.00	$ 10,575.00	$ 37,765.00	$ 392.04	0.00	0.00	0.00	0.00	0.00	$ -
CAT 390 Excavator	$ 395.00	$ 2,645.00	$ 10,575.00	$ 37,765.00	$ 392.04	0.00	0.00	0.00	0.00	0.00	$ -
CAT 349 Excavator	$ 215.00	$ 1,535.00	$ 6,140.00	$ 21,920.00	$ 117.31	0.00	0.00	3.00	0.00	74.00	$ 27,100.94
CAT 336 Excavator	$ 165.00	$ 1,110.00	$ 4,440.00	$ 15,860.00	$ 173.57	0.00	0.00	0.00	0.00	0.00	$ -
CAT 330 Excavator	$ 135.00	$ 885.00	$ 3,540.00	$ 12,640.00	$ 139.30	0.00	0.00	0.00	0.00	0.00	$ -
CAT 315 Excavator	$ 99.00	$ 660.00	$ 2,640.00	$ 9,430.00	$ 93.21	0.00	0.00	0.00	0.00	0.00	$ -
CAT 980 Loader	$ 94.00	$ 625.00	$ 2,490.00	$ 8,895.00	$ 117.84	0.00	0.00	0.00	0.00	0.00	$ -
DEERE 744 Loader	$ 115.00	$ 750.00	$ 2,990.00	$ 10,685.00	$ 122.60	0.00	0.00	0.00	0.00	0.00	$ -
DEERE 644 Loader	$ 77.00	$ 515.00	$ 2,065.00	$ 7,365.00	$ 83.78	0.00	0.00	0.00	0.00	0.00	$ -
DEERE 624 Loader	$ 64.00	$ 425.00	$ 1,700.00	$ 6,075.00	$ 32.97	0.00	1.00	3.00	0.00	58.00	$ 7,437.26
CAT D8 Dozer	$ 255.00	$ 1,705.00	$ 6,820.00	$ 24,350.00	$ 235.98	0.00	0.00	0.00	0.00	0.00	$ -
CAT D6 N Dozer	$ 135.00	$ 885.00	$ 3,530.00	$ 12,610.00	$ 125.48	0.00	0.00	0.00	0.00	0.00	$ -
CAT D6 K Dozer	$ 82.00	$ 545.00	$ 2,175.00	$ 7,760.00	$ 85.61	0.00	0.00	0.00	0.00	0.00	$ -
CAT D6 T Dozer	$ 150.00	$ 1,000.00	$ 4,005.00	$ 14,305.00	$ 143.50	0.00	0.00	0.00	0.00	0.00	$ -
DEERE 850 Dozer	$ 180.00	$ 1,210.00	$ 4,840.00	$ 17,290.00	$ 169.60	0.00	0.00	0.00	0.00	0.00	$ -
DEERE 420 Backhoe	$ 51.00	$ 340.00	$ 1,355.00	$ 4,835.00	$ 39.98	0.00	0.00	0.00	0.00	0.00	$ -
Sheepsfoot Compactor	$ 170.00	$ 1,145.00	$ 4,585.00	$ 16,375.00	$ 193.51	0.00	0.00	0.00	0.00	0.00	$ -
730 C Haul Truck	$ 130.00	$ 855.00	$ 3,420.00	$ 12,210.00	$ 124.71	0.00	0.00	0.00	0.00	0.00	$ -
745 C Haul Truck	$ 180.00	$ 1,205.00	$ 4,810.00	$ 17,180.00	$ 171.22	0.00	0.00	0.00	0.00	0.00	$ -
CAT 140 M Maintainer	$ 86.00	$ 570.00	$ 2,275.00	$ 8,115.00	$ 86.21	0.00	0.00	0.00	0.00	0.00	$ -
Water Truck 2000 Gallon	$ 20.00	$ 130.00	$ 515.00	$ 1,840.00	$ 37.32	0.00	0.00	0.00	0.00	0.00	$ -
Pick-up Truck	$ 10.00	$ 68.00	$ 270.00	$ 970.00	$ 16.75	0.00	0.00	0.00	0.00	0.00	$ -
Pick-up Truck	$ 10.00	$ 68.00	$ 270.00	$ 970.00	$ 16.75	0.00	0.00	0.00	0.00	0.00	$ -
Skid steer	$ 45.00	$ 275.00	$ 1,075.00	$ 3,800.00	$ 13.78	0.00	0.00	3.00	0.00	78.00	$ 4,299.84
Mini Excavator	$ -	$ -	$ -	$ -	$ -	0.00	0.00	0.00	0.00	0.00	$ -
										TOTALS	**$ 38,838.04**

Materials	REFERENCE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
Thompson Pipe	CD9906291 & CD9906301	Pipe Repair Materials	1	LS	$ 98,541.75	$ 98,541.75
Rock & Hauling	WC200807, WC200808, WC200827, WC200832, WC200834, WC200840	Rock Solid Trucking	1	LS	$ 16,415.00	$ 16,415.00
Aggregate	APCO 7001562237, Holtzclaw 5916	Aggregate	1	LS	$ 7,749.90	$ 7,749.90
Flowable Fill	700156421	Flowable Fill	1	LS	$ 1,800.18	$ 1,800.18
Chain Link Fence	Zters 21129393	Fencing	1	LS	$ 3,504.00	$ 3,504.00
	Invoice 01	Traffic Control	1	LS	$ 1,980.16	$ 1,980.16
		Trench Safety Plan and Boxes	1	LS	$ 41,217.00	$ 41,217.00
	193474776002, 32071558001	Pump Rental/ Generator/mini excavator, sweeper, bucket	1	LS	$ 10,162.59	$ 10,162.59
					TOTALS	**$ 181,370.58**

Subcontractor	REFERENCE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
Pothole/ Utility Locate	2192564	Badger Daylighting	1	LS	$ 4,932.66	$ 4,932.66
Equipment Hauling	565, 567, WC200782, 568	Heavy Hauling	1	LS	$ 9,490.60	$ 9,490.60
		Thompson Pipe Group	1	LS	$ 8,930.00	$ 8,930.00
						$ -
						$ -
						$ -
						$ -
						$ -
					TOTALS	**$ 23,353.26**

Summary:	TOTALS
Direct Cost of Labor 30%	$ 68,851.34
Direct Cost of Per Diem 30%	$ 6,270.73
Direct Cost of Equipment 20%	$ 46,605.65
Direct Cost of Materials 15%	$ 208,576.17
Direct Cost of Subcontractor 20%	$ 28,023.91
Subtotal:	$ 358,327.80
Discount	$ (702.67)
TOTAL COST	**$ 357,625.13**

Thompson Pipe

Created: Apr 30, 2021

INVOICE

Invoice Number CD99006291

Ship To
GARNEY COMPANIES INC
125 School Ave
Lowell, AR 72747

Remit To:
THOMPSON PIPE GROUP - PRESSURE
1003 MACARTHUR BLVD
GRAND PRAIRIE, TX 75050

Bill To
GARNEY COMPANIES INC
1333 N W VIVION ROAD
KANSAS CITY, MO 64118

Invoice Date	Apr 26, 2021
Terms of Payment	Net 30 Days
Currency Code	USD
Customer Number	100035540
Order Number	B217182
Purchase Order Number	7354-700-01M
Your Reference	48" LCP Closure Kit
Customer Email:	AP@garney.com

Pos	Plant	BOL No.	Ship Date	Part No. Description	Qty	Unit	Unit Price	Extended Price
1	ILSB	21036	23-APR-21	PF0481FFRCLOSESTOCK Piece No: F1 48inLCP DP FOLL/RING CLOS. 1/2inPL IWHE (6.00'LL)	6	LF	0.00	00.00
2	ILSB	21036	23-APR-21	PF0481FDBLSPIESTOCK Piece No: F2 48inLCP DBL SPIGOT ADPT IWHE (1.03'LL)	1.03	LF	0.00	00.00
3	ILSB	21036	23-APR-21	PP048TSMB6066ARR001 Piece No: S3 48inLCP DWC DP SH WHEANDI 16 GA MK308	12.87	LF	0.00	00.00
4	ILSB	21036	23-APR-21	PPAF-ACCN Piece No: 48" lcp laying gaskets	8	EA	0.00	00.00
5	ILSB	21036	23-APR-21	PPAF-ACCN Piece No: 48" lcp grout diapers	6	EA	0.00	00.00
6	ILSB	21036	23-APR-21	PPAF-ACCN Piece No: 48" lcp closure gaskets	2	EA	0.00	00.00
7	ILSB	21036	23-APR-21	PPAF-ACCN Piece No: closure bolts & nuts	32	EA	0.00	00.00
				Total Qty.	67.9	Sub Total		0.00

Created: Apr 30, 2021

INVOICE

Invoice Number CD99006291

Add On for Line No.	AddOn Description	Qty.	Unit	Charge Price	Charge Net Amount
1	PC # F1 - FOLLOW RING CLOSURE	1	EA	37,743.00	37,743.00

Add On Charges	37,743.00
Freight	3,100.00
Total Exclusive Tax	40,843.00
Total Tax Amount	3,585.59
Invoice Amount	44,428.59

Customer Service# 972-262-3600	**Kindly note the change in our 'Remit To' address**

Note:

THOMPSON PIPE GROUP PRESSURE

Created: May 13, 2021

INVOICE

Invoice Number CD99006338

Ship To
GARNEY COMPANIES INC
125 School Ave
Lowell, AR 72747

MAY 24 2021

Remit To:
THOMPSON PIPE GROUP - PRESSURE
1003 MACARTHUR BLVD
GRAND PRAIRIE, TX 75050

Bill To
GARNEY COMPANIES INC
1333 N W VIVION ROAD
KANSAS CITY, MO 64118

Invoice Date	May 10, 2021
Terms of Payment	Net 30 Days
Currency Code	USD
Customer Number	100035540
Order Number	B217182-1
Purchase Order Number	7354-700-01M
Your Reference	48" LCP Closure Kit
Customer Email:	AP@garney.com

Pos	Plant	BOL No.	Ship Date	Part No. Description	Qty	Unit	Unit Price	Extended Price
1	PLS	21067	28-APR-21	PPFSTECHSVC Piece No: FIELD REP JOBSITE VISIT Oversite 4/27-4/29- Brian Booth	2	EA	1,500.00	3,000.00
2	PLS	21067	28-APR-21	PPFSTECHSVC Piece No: FIELD REP JOBSITE VISIT- 5/3-5/4- Jason Bohanon	1	EA	1,500.00	1,500.00
3	PLS	21067	28-APR-21	PPFSTECHSVC Piece No: Flight and Car Rental Expenses-4/27- Brian Booth	1	EA	1,035.00	1,035.00
4	PLS	21067	28-APR-21	PPFSTECHSVC Piece No: PER DIEM TOTAL	4	EA	350.00	1,400.00
5	PLS	21067	28-APR-21	PPFSTECHSVC Piece No: TRAVEL TIME TOTAL -ROUND TRIP	21	EA	95.00	1,995.00
				Total Qty.	29.00	Sub Total		8,930.00
					Total Exclusive Tax			8,930.00
					Total Tax Amount			0.00
					Invoice Amount			8,930.00

Customer Service#
972-262-3600

Kindly note the change in our 'Remit To' address

Note:

Created: May 5, 2021

INVOICE

Invoice Number CD99006301

Ship To
GARNEY COMPANIES INC
125 School Ave
Lowell, AR 72747

Remit To:
THOMPSON PIPE GROUP - PRESSURE
1003 MACARTHUR BLVD
GRAND PRAIRIE, TX 75050

Bill To
GARNEY COMPANIES INC
1333 N W VIVION ROAD
KANSAS CITY, MO 64118

Invoice Date	May 3, 2021
Terms of Payment	Net 30 Days
Currency Code	USD
Customer Number	100035540
Order Number	B217182
Purchase Order Number	7354-700-01M
Your Reference	48" LCP Closure Kit
Customer Email:	AP@garney.com

Pos	Plant	BOL No.	Ship Date	Part No. Description	Qty	Unit	Unit Price	Extended Price
1	ILSB	21073	30-APR-21	PPAF-ACCN Piece No: 48" lcp laying gaskets	2	EA	0.00	00.00
2	ILSB	21073	30-APR-21	PPAF-ACCN Piece No: 48" lcp grout diapers	2	EA	0.00	00.00
3	ILSB	21073	30-APR-21	PP048T0TB6059ARR001 Piece No: 48" LCP DP STR MK185 DWC STR 16GA	1	EA	23,385.00	23,385.00
4	ILSB	21073	30-APR-21	PP048T0TB6059ARR001 Piece No: 48" LCP DP STR MK185 DWC STR 16GA	1	EA	23,385.00	23,385.00
				Total Qty.	6.00	Sub Total		46,770.00
						Freight		2,900.00
						Total Exclusive Tax		49,670.00
						Total Tax Amount		4,443.16
						Invoice Amount		54,113.16

Customer Service#
972-262-3600

Kindly note the change in our 'Remit To' address

Note:

Flowable Fill

arhhola
A CRH COMPANY
PO Box 9208
Fayetteville, AR 72703

Return Service Requested

Customer No: 202185
Invoice No: 7001564211
Inv Date: 05/15/21
Page: Page 1 of 2
Customer PO: 7354
Customer Job: Bentonville Repair

MAY 24 2021

3396000155 PRESORT PBPS001 <>

GARNEY COMPANIES INC
1700 SWIFT AVE
KANSAS CITY MO 64116-3821

PO Box 9208
Fayetteville, AR 72703
Credit & Collections Dept.
479-587-3300

Delivered To: 125 SCHOOL AVE/ LOWELL

Ordered By: 573-855-6732

Date		Item	Description	Quantity	UM	Unit Price	MatlTotal	TaxCode	TaxTotal	Total
Ticket #: 50796371									**From: 05007 Readymix - Springdale**	
05/11/21	50796371	311VB668	FLOWABLE SELECT	9.00	CY	90.00	810.00	AR04000408	76.95	886.95
05/11/21	50796371	998250	ENERGY SURCHARGE	1.00	TON	10.00	10.00	AR04000408	0.95	10.95
05/11/21	50796371	998200	ENVIRONMENTAL SURCHARGE	1.00	EA	2.00	2.00	AR04000408	0.19	2.19
Total			**Cubic Yards of Readymix**	**9.00**			**822.00**		**78.09**	**900.09**
Ticket #: 50796379									**From: 05007 Readymix - Springdale**	
05/11/21	50796379	311VB668	FLOWABLE SELECT	9.00	CY	90.00	810.00	AR04000408	76.95	886.95
05/11/21	50796379	998250	ENERGY SURCHARGE	1.00	TON	10.00	10.00	AR04000408	0.95	10.95
05/11/21	50796379	998200	ENVIRONMENTAL SURCHARGE	1.00	EA	2.00	2.00	AR04000408	0.19	2.19
Total			**Cubic Yards of Readymix**	**9.00**			**822.00**		**78.09**	**900.09**
			Total Invoice:				**1,644.00**		**156.18**	**1,800.18**

Total Cubic Yards of Readymix for this Invoice **18.00**

Invoice Taxing Authority Summary:

ARI AR State Sales Tax	**106.86**
ARI0400 AR Benton County	**16.44**
ARI0408 AR Lowell	**32.88**

*Our terms are Net 30 Days. Questions: Please email us at remit-toAR@apac.com. **Don't be a victim of cyber fraud!** Our banking details will NEVER change. If you receive any correspondence requesting a change to our banking details, please contact us immediately. THANK YOU FOR YOUR BUSINESS!!*

arhhola
A CRH COMPANY
PO Box 9208
Fayetteville, AR 72703

Customer No: 202185
Invoice No: 7001564211
Inv Date: 05/15/21
Page: Page 2 of 2
Customer PO: 7354
Customer Job: Bentonville Repair

MAY 2 4 2021

Garney Companies Inc
1700 Swift Ave
Kansas City MO 64116-3821

PO Box 9208
Fayetteville, AR 72703
Credit & Collections Dept.
479-587-3300

Delivered To: 125 SCHOOL AVE/ LOWELL

Ordered By: 573-855-6732

Finance Charges will be applied to any late invoices at a rate of 1.5% per month per credit agreement or the State's Lawful Amount

Invoice Amount: **1,800.18**

Amount Paid: _____

Customer Name: Garney Companies Inc
Customer No: 202185
Invoice #: 7001564211
Date: 05/15/21
Customer Job: Bentonville Repair
Customer PO: 7354
Due Date: 06/14/21

If you have any questions about your invoice please call 479-587-3300

Remit Payment To: **APAC-Central, Inc.**
PO Box 9208
Fayetteville, AR 72703

Please provide your email address below if you would like to start receiving your invoices via email

_____

Aggregate Hauling

apac
A CRH COMPANY
PO Box 9208
Fayetteville, AR 72703

Return Service Requested

Customer No: 202185
Invoice No: 7001557786
Inv Date: 05/01/21
Page: Page 1 of 2
Customer PO: 125 School Ave, Lowe
Customer Job: Q707323 Bentonvill

MAY 1 1 2021

96400014% PRESORT PBPS001 <>

GARNEY COMPANIES INC
1700 SWIFT AVE
KANSAS CITY MO 64116-3821

PO Box 9208
Fayetteville, AR 72703
Credit & Collections Dept.
479-587-3300

Delivered To: Mason 573.855.6732 49N EX78 R-264 L-71B L-School
willLowell, AR

Date	Ticket#	Truck#	Product#	Description	QTY	UM	Unit Price	Haul QTY	Haul Rate	Matl Total	Haul Total	Tax	Total
Plant: 00006 Stone - Springdale Quarry													
MATERIAL:	3/4" CLEAN												
04/26/21	600561585	191	031800	3/4" CLEAN	21.95	TON	16.00	21.95	3.25	351.20	71.34	40.14	462.68
04/26/21	600561586	194	031800	3/4" CLEAN	22.28	TON	16.00	22.28	3.25	356.48	72.41	40.74	469.63
04/26/21	600561587	47	031800	3/4" CLEAN	18.25	TON	16.00	18.25	3.25	292.00	59.31	33.37	384.68
04/26/21	600561606	20	031800	3/4" CLEAN	21.77	TON	16.00	21.77	3.25	348.32	70.75	39.81	458.88
04/26/21	600561607	60	031800	3/4" CLEAN	22.64	TON	16.00	22.64	3.25	362.24	73.58	41.40	477.22
04/26/21	600561609	58	031800	3/4" CLEAN	22.40	TON	16.00	22.40	3.25	358.40	72.80	40.96	472.16
04/26/21	600561628	194	031800	3/4" CLEAN	21.99	TON	16.00	21.99	3.25	351.84	71.47	40.21	463.52
04/26/21	600561629	47	031800	3/4" CLEAN	18.45	TON	16.00	18.45	3.25	295.20	59.96	33.74	388.90
Total :	3/4" CLEAN				169.73			TON		2,715.68	551.62	310.37	3,577.67
Total :	**Material**	3/4" CLEAN			169.73					2,715.68	551.62	310.37	3,577.67
				Total Invoice:	169.73					2,715.68	551.62	310.37	3,577.67

Invoice Taxing Authority Summary:

ARI	AR State Sales Tax	212.40
ARI0400	AR Benton County	32.67
ARI0408	AR Lowell	65.35

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A CRH COMPANY
PO Box 9208
Fayetteville, AR 72703

Customer No: 202185
Invoice No: 7001557786
Inv Date: 05/01/21
Page: Page 2 of 2
Customer PO: 125 School Ave, Lowe
Customer Job: Q707323 Bentonvill

Garney Companies Inc
1700 Swift Ave
Kansas City MO 64116-3821

PO Box 9208
Fayetteville, AR 72703
Credit & Collections Dept.
479-587-3300

MAY 1 1 2021

Delivered To: Mason 573.855.6732 49N EX78 R-264 L-71B L-School willLowell, AR

Date	Ticket#	Truck#	Product#	Description	QTY	UM	Unit Price	Haul QTY	Haul Rate	Matl Total	Haul Total	Tax	Total

Finance Charges will be applied to any late invoices at a rate of 1.5% per month per credit agreement or the State's Lawful Amount

Invoice Amount: 3,577.67

Amount Paid: _____

Customer Name: Garney Companies Inc
Customer No: 202185
Invoice #: 7001557786
Date: 05/1/21
Customer Job: Q707323 Bentonvill
Customer PO: 125 School Ave, Lowe
Due Date: 05/31/21

If you have any questions about your invoice please call 479-587-3300

Remit Payment To: APAC-Central, Inc.
PO Box 9208
Fayetteville, AR 72703

Please provide your email address below if you would like to start receiving your invoices via email

_____

Rock Solid Trucking & Excavating LLC.
5475 COLVIN PL
Lowell, AR 72745
479-657-5831
rocksolidtruckingexcavation@gmail.com

Invoice



BILL TO
GARNEY CONSTRUCTIONS

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
WC200807	05/05/2021	$1,912.50	05/12/2021	Net 7	

DATE		DESCRIPTION	QTY	RATE	AMOUNT
04/26/2021	**Hourly Trucking**	TICKET#601983 125 SCHOOL AVE HAUL OFF TRUCK#RS54	1.50	75.00	112.50
04/26/2021	**Hourly Trucking**	TICKET#601060 125 SCHOOL AVE HAUL OFF TRUCK#RS51	3.50	75.00	262.50
04/27/2021	**Hourly Trucking**	TICKET#24982 125 SCHOOL AVE HAUL OFF TRUCK#05	7.50	75.00	562.50
04/27/2021	**Hourly Trucking**	TICKET#601071 125 SCHOOL AVE HAUL OFF TRUCK#RS51	13	75.00	975.00

Your invoice and tickets are attached. Please remit payment at your earliest convenience.

BALANCE DUE **$1,912.50**

Thank you for your business - we appreciate it very much.

Sincerely,
Rock Solid Trucking & Excavating

Rock Solid Trucking & Excavating LLC.
5475 COLVIN PL
Lowell, AR 72745
479-657-5831
rocksolidtruckingexcavation@gmail.com

Invoice



BILL TO
GARNEY CONSTRUCTIONS

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
WC200808	05/05/2021	$1,350.00	05/12/2021	Net 7	

DATE		DESCRIPTION	QTY	RATE	AMOUNT
04/27/2021	**Hourly Trucking**	TICKET#5968 04/27/2021 LOWELL HIGH SCHOOL HAUL OFF TRUCK#BE33	5.50	75.00	412.50
04/27/2021	**Hourly Trucking**	TICKET#4989 04/27/2021 LOWELL HIGH SCHOOL HAUL OFF TRUCK#BE11E	5.50	75.00	412.50
04/27/2021	**Hourly Trucking**	TICKET#5414 04/27/2021 LOWELL HIGH SCHOOL HAUL OFF TRUCK#BE13	7	75.00	525.00

Your invoice and tickets are attached. Please remit payment at your earliest convenience.

BALANCE DUE **$1,350.00**

Thank you for your business - we appreciate it very much.

Sincerely,
Rock Solid Trucking & Excavating

Rock Solid Trucking & Excavating LLC.
5475 COLVIN PL
Lowell, AR 72745
479-657-5831
rocksolidtruckingexcavation@gmail.com

Invoice



BILL TO
GARNEY CONSTRUCTIONS

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
WC200827	05/10/2021	$5,865.00	05/17/2021	Net 7	

DATE		DESCRIPTION	QTY	RATE	AMOUNT
05/03/2021	**Hourly Trucking**	TICKET#25071 123 N SCHOOL AVE HAUL OFF TRUCK#A01	7	75.00	525.00
05/03/2021	**Hourly Trucking**	TICKET#24557 123 N SCHOOL AVE HAUL OFF TRUCK#01	10.30	75.00	772.50
05/03/2021	**Hourly Trucking**	TICKET#601393 123 N SCHOOL AVE HAUL OFF TRUCK#03	7	75.00	525.00
05/05/2021	**Hourly Trucking**	TICKET#601383 123 N SCHOOL AVE HAUL OFF TRUCK#03	7.30	75.00	547.50
05/05/2021	**Hourly Trucking**	TICKET#24989 123 N SCHOOL AVE HAUL OFF TRUCK#05	7	75.00	525.00
05/05/2021	**Hourly Trucking**	TICKET#25064 123 N SCHOOL AVE HAUL OFF TRUCK#07	6.30	75.00	472.50
05/05/2021	**Hourly Trucking**	TICKET#24558 123 N SCHOOL AVE HAUL OFF TRUCK#01	6.30	75.00	472.50
05/05/2021	**Hourly Trucking**	TICKET#24602 123 N SCHOOL AVE HAUL OFF TRUCK#504	6.50	75.00	487.50

DATE		DESCRIPTION	QTY	RATE	AMOUNT
05/06/2021	**Hourly Trucking**	TICKET#601456 123 N SCHOOL AVE HAUL OFF TRUCK#06	14	75.00	1,050.00
05/07/2021	**Hourly Trucking**	TICKET#24588 123 N SCHOOL AVE HAUL OFF TRUCK#504	2.50	75.00	187.50
05/07/2021	**Hourly Trucking**	TICKET#601387 123 N SCHOOL AVE HAUL OFF TRUCK#03	2	75.00	150.00
05/07/2021	**Hourly Trucking**	TICKET#601077 123 N SCHOOL AVE HAUL OFF TRUCK#51	2	75.00	150.00

Your invoice and tickets are attached. Please remit payment at your earliest convenience.

BALANCE DUE **$5,865.00**

Thank you for your business - we appreciate it very much.

Sincerely,
Rock Solid Trucking & Excavating

Rock Solid Trucking & Excavating LLC.
5475 COLVIN PL
Lowell, AR 72745
479-657-5831
rocksolidtruckingexcavation@gmail.com

Invoice



BILL TO
GARNEY CONSTRUCTIONS

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
WC200832	05/10/2021	$2,587.50	05/17/2021	Net 7	

DATE		DESCRIPTION	QTY	RATE	AMOUNT
05/03/2021	**Hourly Trucking**	TICKET#25035 SCHOOL, RD, LOWELL HAUL OFF TRUCK#503	6.50	75.00	487.50
05/05/2021	**Hourly Trucking**	TICKET#25030 SCHOOL RD, LOWELL HAUL OFF TRUCK#503	7.50	75.00	562.50
05/06/2021	**Hourly Trucking**	TICKET#22818 123 N SCHOOL AVE, LOWELL HAUL OFF TRUCK#06	14.50	75.00	1,087.50
05/07/2021	**Hourly Trucking**	TICKET#23404 123 N SCHOOL AVE, LOWELL HAUL OFF TRUCK#06	4	75.00	300.00
05/07/2021	**Hourly Trucking**	TICKET#25029 SCHOOL RD, LOWELL HAUL OFF TRUCK#503	2	75.00	150.00

Your invoice and tickets are attached. Please remit payment at your earliest convenience.

BALANCE DUE **$2,587.50**

Thank you for your business - we appreciate it very much.

Sincerely,
Rock Solid Trucking & Excavating

Rock Solid Trucking & Excavating LLC.
5475 COLVIN PL
Lowell, AR 72745
479-657-5831
rocksolidtruckingexcavation@gmail.com

Invoice



BILL TO
GARNEY CONSTRUCTIONS

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
WC200834	05/17/2021	$2,400.00	05/24/2021	Net 7	

DATE		DESCRIPTION	QTY	RATE	AMOUNT
05/12/2021	**Hourly Trucking**	TICKET#23609 123 SCHOOL LOWELL RED DIRT TRUCK#03	10.50	75.00	787.50
05/12/2021	**Hourly Trucking**	TICKET#601485 123 SCHOOL LOWELL RED DIRT TRUCK#06	10.50	75.00	787.50
05/12/2021	**Hourly Trucking**	TICKET#600798 123 SCHOOL LOWELL RED DIRT TRUCK#09	8.25	75.00	618.75
05/12/2021	**Hourly Trucking**	TICKET#601113 123 SCHOOL LOWELL RED DIRT TRUCK#RS54	2.75	75.00	206.25

Your invoice and tickets are attached. Please remit payment at your earliest convenience.

BALANCE DUE **$2,400.00**

Thank you for your business - we appreciate it very much.

Sincerely,
Rock Solid Trucking & Excavating

Rock Solid Trucking & Excavating LLC.
5475 COLVIN PL
Lowell, AR 72745
479-657-5831
rocksolidtruckingexcavation@gmail.com

Invoice



BILL TO
GARNEY CONSTRUCTIONS

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
WC200840	05/17/2021	$1,000.00	05/24/2021	Net 7	

DATE		DESCRIPTION	QTY	RATE	AMOUNT
05/13/2021	**LOW BOY FEE**	TICKET#600803 123 N SCHOOL METAL TRUCK#26	3.50	125.00	437.50
05/14/2021	**LOW BOY FEE**	TICKET#600800 123 N SCHOOL GRAVEL FROM LOWELL TO SILOAM SPRING TRUCK#26	4.50	125.00	562.50

Your invoice and tickets are attached. Please remit payment at your earliest convenience.

BALANCE DUE **$1,000.00**

Thank you for your business - we appreciate it very much.

Sincerely,
Rock Solid Trucking & Excavating

Rock Solid Trucking & Excavating LLC.
5475 COLVIN PL
Lowell, AR 72745
479-657-5831
rocksolidtruckingexcavation@gmail.com

Invoice



BILL TO
GARNEY CONSTRUCTIONS

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
WC200857	05/25/2021	$300.00	06/01/2021	Net 7	

DATE		DESCRIPTION	QTY	RATE	AMOUNT
04/27/2021	**Hourly Trucking**	LATE TICKET TICKET#23340 123 SCHOOL LOWELL HAUL OFF TRUCK#A-01	4	75.00	300.00

Your invoice and tickets are attached. Please remit payment at your earliest convenience.

BALANCE DUE **$300.00**

Thank you for your business - we appreciate it very much.

Sincerely,
Rock Solid Trucking & Excavating

Rock Solid Trucking & Excavating LLC.
5475 COLVIN PL
Lowell, AR 72745
479-657-5831
rocksolidtruckingexcavation@gmail.com

Invoice



BILL TO
GARNEY CONSTRUCTIONS

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
WC200840	05/17/2021	$1,000.00	05/24/2021	Net 7	

DATE		DESCRIPTION	QTY	RATE	AMOUNT
05/13/2021	**LOW BOY FEE**	TICKET#600803 123 N SCHOOL METAL TRUCK#26	3.50	125.00	437.50
05/14/2021	**LOW BOY FEE**	TICKET#600800 123 N SCHOOL GRAVEL FROM LOWELL TO SILOAM SPRING TRUCK#26	4.50	125.00	562.50

Your invoice and tickets are attached. Please remit payment at your earliest convenience.

BALANCE DUE **$1,000.00**

Thank you for your business - we appreciate it very much.

Sincerely,
Rock Solid Trucking & Excavating

Mobilization/ Heavy Haul

Invoice

NWA Heavy Haul & Transport, Inc.

2200 S Old Missouri Rd
Suite B
Springdale, AR. 72764

Date	Invoice #
4/29/2021	565

Bill To
Garney Construction

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
4.5	Moved Conex & trench box #4566 from Watts OK to Lowell AR on 4/23/2021	125.00	562.50
1	AR HWY PERMITS	24.20	24.20

Thank you for your business. If you have any questions please give us a call at 479-435-1054.

Total $586.70

NWA Heavy Haul & Transport, Inc.

2200 S Old Missouri Rd
Suite B
Springdale, AR. 72764

Invoice

Date	Invoice #
4/29/2021	567

Bill To
Garney Construction

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
4.5	Moved 349 Cat #0479 from Siloam Springs to Lowell on 4/26/2021	200.00	900.00
4.5	pilot 1	55.00	247.50
4.5	pilot 2	55.00	247.50
1	AR HWY PERMITS	523.60	523.60

Thank you for your business. If you have any questions please give us a call at 479-435-1054.

Total $1,918.60

Rock Solid Trucking & Excavating LLC.
5475 COLVIN PL
Lowell, AR 72745
479-657-5831
rocksolidtruckingexcavation@gmail.com

Invoice



BILL TO
GARNEY CONSTRUCTIONS

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
WC200782	04/23/2021	$375.00	04/30/2021	Net 7	

DATE		DESCRIPTION	QTY	RATE	AMOUNT
04/23/2021	**Hourly Trucking**	TICKET#600485 04/23/21 BENTONVILLE REPAIR MOVED WHEEL LOADER FROM SILOAM SPRING, LOWELL TRUCK# LB	3	125.00	375.00

Your invoice and tickets are attached. Please remit payment at your earliest convenience.

BALANCE DUE **$375.00**

Thank you for your business - we appreciate it very much.

Sincerely,
Rock Solid Trucking & Excavating

Invoice

NWA Heavy Haul & Transport, Inc.

2200 S Old Missouri Rd
Suite B
Springdale, AR. 72764

Date	Invoice #
5/12/2021	634

Bill To
Garney Construction

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
5	Moved trench boxes from Lowell to Siloam Springs on 5/13/2021	125.00	625.00
1	AR HWY PERMITS	24.00	24.00

Thank you for your business. If you have any questions please give us a call at 479-435-1054.

Total $649.00

NWA Heavy Haul & Transport, Inc.

2200 S Old Missouri Rd
Suite B
Springdale, AR. 72764

Invoice

Date	Invoice #
4/29/2021	568

Bill To
Garney Construction

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
8.5	Moved 349 #7865 from Fort Smith to Lowell on 4/27/2021	200.00	1,700.00
8.5	pilot 1	55.00	467.50
8.5	pilot 2	55.00	467.50
1	AR HWY PERMITS	1,155.00	1,155.00

Thank you for your business. If you have any questions please give us a call at 479-435-1054.

Total $3,790.00

NWA Heavy Haul & Transport, Inc.

2200 S Old Missouri Rd
Suite B
Springdale, AR. 72764

Invoice

Date	Invoice #
5/20/2021	636

Bill To
Garney Construction

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
3.5	Moved 349 #3284 from Lowell to West Siloam Springs on 5/13/2021	200.00	700.00
3.5	pilot #1	55.00	192.50
1	AR HWY PERMITS	514.80	514.80

Thank you for your business. If you have any questions please give us a call at 479-435-1054.

Total $1,407.30

NWA Heavy Haul & Transport, Inc.

2200 S Old Missouri Rd
Suite B
Springdale, AR. 72764

Invoice

Date	Invoice #
5/20/2021	638

Bill To
Garney Construction

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
5	Moved JD Loader from Lowell to Siloam Springs on 5/13/2021	125.00	625.00
1	AR HWY PERMITS	139.00	139.00

Thank you for your business. If you have any questions please give us a call at 479-435-1054.

Total $764.00

Rental Equipment

HercRentals™

27500 Riverview Center Blvd
Suite 100
Bonita Springs, FL 34134

For correspondence only (no payments)

FINAL INVOICE

INVOICE NO.	INVOICE DATE
32071558-001	04/21/2021
INVOICE AMOUNT	**CURRENCY**
$ 348.52	USD
CUSTOMER NO.	**TERMS**
0403535	Due Upon Receipt

ACH PAYMENT

Beneficiary's Bank:	Wells Fargo
RTN/ABA#:	121000248
Acct#:	4217127869
Beneficiary's Name:	Herc Rentals

CHECK PAYMENT	ONLINE PAYMENT
HERC RENTALS INC. P.O. Box 936257 Atlanta, GA 31193	PROCONTROL By Herc Rentals www.HercRentals.com

PAY BY PHONE/QUESTIONS: 877-953-8778

AMOUNT ENCLOSED: $

To ensure accurate and timely posting, detach and send top portion with your payment

BILL TO:

GARNEY CONSTRUCTION
1700 SWIFT ST
NORTH KANSAS CITY, MO 64116

PO #	RES/QUOTE #	CUSTOMER #	SALES REP
BENTONVILLE REPAIR	53456454	0403535	BLAKE CURTIS
ORDERED BY	**DELIVERED BY**	**SIGNED BY**	**CLOSED BY**
DANIEL MURRAY	CUSTOMER	WET SIGNATURE	JACOB BROWN

JOB #/SITE

1 - EMERGENCY REPAIR

QTY	EQUIPMENT #	HRS/MINIMUM	HOUR	DAY	WEEK	4 WEEK	AMOUNT
1	PUMP VAC ASSIST 6IN DSL IC#: 616600027 CAT/Class: 8011230 Make: PIONEER Model: PP66S12L Ser #: 12805 Hours Free:	8/ 247.50	41.25	247.50 8	720.00 40	1785.00 176	247.50
	HR OUT: 342.200 HR IN: 345.000 TOTAL: 2.800 FREE: 8.000 EXCESS: 0 HRS CHG: 15.469						
	AR PROPERTY TAX RECOVERY FEE 2217999900						3.09
1	ORAFLEX DISCHARGE HOSE CAM CPLNG 6X50 9207118	8/ 33.30	5.55	33.30	96.30	273.70	33.30
1	KANAFLEX SUCTION HOSE CAM CPLNG 6X20 9206012	8/ 32.40	5.40	32.40	99.00	280.50	32.40

To ensure accurate payment processing, please include a remittance with your payment.
If paying by ACH/Wire, send remittance to HercTimeChecks@hercrentals.com.
Credit Card Payments: send to USCreditCards@hercrentals.com and include remittance.
If paying with Check by Phone, call 877-953-8778 (option 1, option 1).

Is your COI on file with Herc expired or about to be? Please send updated COI electronically to HercCOI@hercrentals.com.

THIS INVOICE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT

SHIP TO:
EMERGENCY REPAIR
125 N SCHOOL AVE
LOWELL, AR 72745

RENTED FROM:
HERC RENTALS 438
4269 WAGON WHEEL ROAD
SPRINGDALE, AR 72762
PH: 479-750-3313

RENTAL HOURS:		19.72
INVOICE FROM:	4/21/21	15:01
INVOICE TO:	4/22/21	11:43

RENTAL START DATE: 4/21/21 15:00

	Original	Adjustment	Total
RENTAL CHARGES	313.20		313.20
OTHER CHARGES	3.09		3.09
TAXABLE CHARGES	313.20		313.20
TAX	32.23		32.23
TOTAL CHARGES	348.52		348.52

LATE CHARGES MAY APPLY

HercRentals™

27500 Riverview Center Blvd
Suite 100
Bonita Springs, FL 34134

For correspondence only (no payments)

FINAL INVOICE

INVOICE NO.	INVOICE DATE
32085323-001	05/17/2021
INVOICE AMOUNT	**CURRENCY**
$ 3598.96	USD
CUSTOMER NO.	**TERMS**
0403535	Due Upon Receipt

ACH PAYMENT

Beneficiary's Bank:	Wells Fargo
RTN/ABA#:	121000248
Acct#:	4217127869
Beneficiary's Name:	Herc Rentals

CHECK PAYMENT	ONLINE PAYMENT
HERC RENTALS INC. P.O. Box 936257 Atlanta, GA 31193	PROCONTROL By Herc Rentals www.HercRentals.com

PAY BY PHONE/QUESTIONS: 877-953-8778

AMOUNT ENCLOSED: $

BILL TO:

GARNEY CONSTRUCTION
1700 SWIFT ST
NORTH KANSAS CITY, MO 64116

To ensure accurate and timely posting, detach and send top portion with your payment

PO #	RES/QUOTE #	CUSTOMER #	SALES REP
EMERGENCY REPAIR		0403535	BLAKE CURTIS
ORDERED BY	**DELIVERED BY**	**SIGNED BY**	**CLOSED BY**
DANIEL MURRAY	CUSTOMER	WET SIGNATURE	ANDERSEN D. ALLEN

JOB #/SITE

1 - EMERGENCY REPAIR

QTY	EQUIPMENT #	HRS/MINIMUM	HOUR	DAY	WEEK	4 WEEK	AMOUNT
1	PUMP VAC ASSIST 6IN DSL IC#: 616600027 CAT/Class: 8011230 Make: PIONEER Model: PP66S12L Ser #: 12805 Hours Free:	8/ 247.50	41.25	247.50 8	720.00 40	1785.00 176	2677.50
	HR OUT: 343.000 HR IN: 648.000 TOTAL: 305.000 FREE: 176.000 EXCESS: 129.000 HRS CHG: 5.071 AR PROPERTY TAX RECOVERY FEE 2217999900						33.47
1	ORAFLEX DISCHARGE HOSE CAM CPLNG 6X50 9207118	8/ 33.30	5.55	33.30	96.30	273.70	273.70
1	KANAFLEX SUCTION HOSE CAM CPLNG 6X20 9206012	8/ 32.40	5.40	32.40	99.00	280.50	280.50

To ensure accurate payment processing, please include a remittance with your payment.
If paying by ACH/Wire, send remittance to HercTimeChecks@hercrentals.com.
Credit Card Payments: send to USCreditCards@hercrentals.com and include remittance.
If paying with Check by Phone, call 877-953-8778 (option 1, option 1).

Is your COI on file with Herc expired or about to be? Please send updated COI electronically to HercCOI@hercrentals.com.

THIS INVOICE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT

SHIP TO:
EMERGENCY REPAIR
125 N SCHOOL AVE
LOWELL, AR 72745

RENTED FROM:
HERC RENTALS 438
4269 WAGON WHEEL ROAD
SPRINGDALE, AR 72762
PH: 479-750-3313

RENTAL DAYS:		20
INVOICE FROM:	4/27/21	13:52
INVOICE TO:	5/17/21	14:20

RENTAL START DATE: 4/27/21 13:51

	Original	Adjustment	Total
RENTAL CHARGES	3231.70		3231.70
OTHER CHARGES	33.47		33.47
TAXABLE CHARGES	3231.70		3231.70
TAX	333.79		333.79
TOTAL CHARGES	3598.96		3598.96

LATE CHARGES MAY APPLY

CUSTOMER #: 0403535 RES/QUOTE #: INVOICE #: 32085323-001 INVOICE DATE: 05/17/2021

United Rentals

BRANCH Q32
2505 N.24TH. ST.
ROGERS AR 72756
479-636-7368

PARTIAL RETURN INVOICE

193090337-004

Job Site

WATER LINE
150 N SCHOOL AVE # 172
LOWELL AR 72745

Office: 303-791-3600 **Cell:** 505-716-1941

GARNEY CONST WESTERN REGION
1333 NW VIVION RD
KANSAS CITY MO 64118-4554

Customer #	: 382816
Invoice Date	: 05/17/21
Rental Out	: 04/26/21 08:00 AM
Rental In	: 05/17/21 12:19 PM
UR Job Loc	: 150 N SCHOOL AVE # 1
UR Job #	: 2374
Customer Job ID:	
P.O. #	: 7354
Requested By	: DANIEL MURRAY
Approved By	: EJ JILES
Salesperson	: HEYLE JACOBSON

Invoice Amount: $1,708.10

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4843
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	Month	Amount
1	10605068	GENERATOR 19-29 KVA TIER 4		334.00	776.00	2,038.00	1,019.00
		(Triple Shift) Single Shift Rate->		167.00	388.00	1,019.00	
		Make: WACKER Model: G25 T4F					
		Serial: 24371735 Meter out: 5545.80 Meter in: 5796.30				Meter chg:	509.50
						Rental Subtotal:	1,528.50

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	AR PROPERTY TAX RECOVERY FEE	[DRSURAR/MCI]	19.106	EACH	19.11
1	REFUELING SERVICE CHARGE SMALL EQUIPMEN	[FUEL SMALL EQ/MCI]		EACH	N/C
				Sales/Misc Subtotal:	19.11
				Agreement Subtotal:	1,547.61
				Tax:	160.49
				Total:	1,708.10

COMMENTS/NOTES:

CONTACT: DANIEL MURRAY
CELL#: 505-716-1941
DEL./PKU LOC. SELECTED BY MAP PIN OPTION

Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

WARREN CAT The Rental Store
3601 N. GARNETT RD
TULSA, OK 74116
PHONE: 918-660-2353 FAX: 918-660-2392

RENTAL INVOICE

Cycle

INVOICE B0255802

ACCT#: 3346950
INVOICE DATE: 04/26/2021
INVOICE AMOUNT: $1,596.00

PO #: 7332
ORDERED BY: DANIEL MURRAY
505-716-1941

JOBSITE INFO: WEST SILOAM SPNG
W SILOAM SPRING
475478 E 610 RD,
WATTS, OK 74964

CONTACT NAME: DANIEL MURRAY
CONTACT PHONE: 505-716-1941

GARNEY CONSTRUCTION
1700 SWIFT STREET
KANSAS CITY, MO 64116
US

DATE OUT: 03/09/2021 TUE 08:00 AM
BILLED FROM: 04/06/2021 TUE 08:00 AM
BILLED THRU: 05/04/2021 TUE 08:00 AM

SALES REP: ANGEL HERNANDEZ(G-1-643)
WRITTEN BY: JESSE SANDERS

QTY	DESCRIPTION	DAY	WEEK	4WEEK	TOTALS
Rental Items					
1.	ID NO: C93353 SERIAL NO: 0MCN17081 EXCAVATOR TB LINKAGE BUCKET 30" - 54" - TB BKT36	$173	$506	$1,449	1,449.00

PAYMENT DUE UPON RECEIPT OF INVOICE.
PLEASE VERIFY THAT PAYMENT HAS BEEN MADE
***** THANK YOU FOR YOUR BUSINESS *****
CUSTOMER MUST ACQUIRE CALL OFF CONFIRMATION NUMBER
IN ORDER TO STOP BILLING

Rental Subtotal: 1,449.00

Miscellaneous Items

1	ENVIRONMENTAL	21.74
	OKLAHOMA STATE TAX	66.18
	TULSA CITY/TULSA TAX	53.68
	TULSA COUNTY TAX	5.40

Billed for 4 weeks from 4/6/2021 8:00 AM thru 5/4/2021 8:00 AM

Please Remit Payment To:
P.O. Box 842116
Dallas, Texas 75284-2116

Invoice Total 1,596.00

Terms of Payment: Unless specific terms of payment are stated above, which shall then be the governing terms hereof, this invoice shall otherwise be due and payable in full 30 days from the invoice date. Performance under this invoice along with jurisdiction and venue shall be in Tulsa County, Oklahoma. TITLE TO EQUIPMENT LISTED ON THIS INVOICE SHALL REMAIN IN WARREN CAT UNTIL PURCHASE PRICE IS PAID IN FULL. Claims for damages and shortages will not be considered unless made within fifteen days after receipt of shipment. Our responsibility ceases upon obtaining receipt from transportation company. Acceptance of goods or services constitutes acceptance of the Warren Cat Standard Terms and Conditions which are incorporated by reference and available at http://www.warrencat.com/terms-conditions or upon request.

United Rentals

RENTAL RETURN INVOICE

193443281-002

BRANCH 18J
4268 HAILE LANE
SPRINGDALE AR 72762
479-750-7368
479-419-9926 FAX

Job Site

WATER LINE
150 N SCHOOL AVE # 172
LOWELL AR 72745

Office: 303-791-3600 **Cell:** 505-716-1941

GARNEY CONST WESTERN REGION
1333 NW VIVION RD
KANSAS CITY MO 64118-4554

Customer #	: 382816
Invoice Date	: 05/07/21
Rental Out	: 05/04/21 02:03 PM
Rental In	: 05/06/21 12:54 PM
UR Job Loc	: 150 N SCHOOL AVE # 1
UR Job #	: 2374
Customer Job ID:	
P.O. #	: 7354
Requested By	: DANIEL MURRAY
Approved By	: EJ JILES
Salesperson	: HEYLE JACOBSON

Invoice Amount: $984.40

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4843
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	Month	Amount
1	10508025	MINI EXCAVATOR 10000-14000# Make: TAKEUCHI Model: TB260C Serial: 126101506 Meter out: 1812.30 Meter in: 1813.40	330.00	340.00	867.00	2,147.00	680.00
1	907/0545	MINI EXCAVATOR BUCKET 24"					N/C

Rental Subtotal: 680.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	AR PROPERTY TAX RECOVERY FEE	[DRSURAR/MCI]	8.500	EACH	8.50
.50	DIESEL FUEL	[DSL/MCI]	7.000	EACH	3.50
1	DELIVERY CHARGE		100.000	EACH	100.00
1	PICKUP CHARGE		100.000	EACH	100.00

Sales/Misc Subtotal: 212.00

Agreement Subtotal: 888.50
Fuel: 3.50
Tax: 92.40
Total: 984.40

COMMENTS/NOTES:

CONTACT: DANIEL MURRAY
CELL#: 505-716-1941
DEL./PKU LOC. SELECTED BY MAP PIN OPTION

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY 844-222-2345 OR WWW.UNITEDACADEMY.UR.COM
TRAINING IS NOT AVAILABLE ON CERTAIN EQUIPMENT IN CANADA.

Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

United Rentals

BRANCH 633
2795 MCCONNELL ROAD
FAYETTEVILLE AR 72704-5523
479-442-4233

RENTAL RETURN INVOICE

193474776-002

Job Site

WATER LINE
150 N SCHOOL AVE # 172
LOWELL AR 72745

Office: 303-791-3600 **Cell:** 505-716-1941

GARNEY CONST WESTERN REGION
1333 NW VIVION RD
KANSAS CITY MO 64118-4554

Customer #	: 382816
Invoice Date	: 05/10/21
Rental Out	: 05/05/21 10:17 AM
Rental In	: 05/08/21 08:10 AM
UR Job Loc	: 150 N SCHOOL AVE # 1
UR Job #	: 2374
Customer Job ID:	
P.O. #	: TBD
Requested By	: DANIEL MURRAY
Approved By	: EJ JILES
Salesperson	: HEYLE JACOBSON

Invoice Amount: $665.21

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4843
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	Month	Amount
1	10516551	MINI EXCAVATOR 2000-2999# Make: TAKEUCHI Model: TB210R Serial: 211000902 Meter out: 1077.40 Meter in: 1087.40		207.00	489.00	1,129.00	489.00
1	36708BLA	TRAILER TILT 8'-14' UP TO 7K SINGLE Make: TOW MASTER Model: T5DT-14 Serial: 4KNTT1415HL160566		50.00	100.00	200.00	100.00

Rental Subtotal: 589.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	AR PROPERTY TAX RECOVERY FEE	[DRSURAR/MCI]	7.362	EACH	7.36
1	DIESEL FUEL	[DSL/MCI]	7.000	EACH	7.00

Sales/Misc Subtotal: 14.36

Agreement Subtotal: 596.36
Fuel: 7.00
Tax: 61.85
Total: 665.21

COMMENTS/NOTES:

CONTACT: DANIEL MURRAY
CELL#: 505-716-1941
DEL./PKU LOC. SELECTED BY MAP PIN OPTION

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United Rentals

BRANCH 18J
4268 HAILE LANE
SPRINGDALE AR 72762
479-750-7368
479-419-9926 FAX

RENTAL RETURN INVOICE

193830189-001

Job Site

WATER LINE
150 N SCHOOL AVE # 172
LOWELL AR 72745

Office: 303-791-3600 **Cell:** 505-716-1941

GARNEY CONST WESTERN REGION
1333 NW VIVION RD
KANSAS CITY MO 64118-4554

Customer #	: 382816
Invoice Date	: 06/04/21
Rental Out	: 05/14/21 12:23 PM
Rental In	: 05/18/21 12:06 PM
UR Job Loc	: 150 N SCHOOL AVE # 1
UR Job #	: 2374
Customer Job ID:	
P.O. #	: 7354
Requested By	: DANIEL MURRAY
Approved By	: EJ JILES
Salesperson	: HEYLE JACOBSON

Invoice Amount: $1,261.40

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4843
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	Month	Amount
1	43176BLA	SWEEPER 8' 4 WHEEL CAB Make: BROCE MANF Model: RCT-350 Serial: 410130 Meter out: 1.00 Meter in: 1.00		367.00	931.00	1,968.00	931.00

Rental Subtotal: 931.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	AR PROPERTY TAX RECOVERY FEE	[DRSURAR/MCI]	11.637	EACH	11.64
1	DELIVERY CHARGE		100.000	EACH	100.00
1	PICKUP CHARGE		100.000	EACH	100.00

Sales/Misc Subtotal: 211.64

Agreement Subtotal: 1,142.64
Tax: 118.76
Total: 1,261.40

COMMENTS/NOTES:

CONTACT: DANIEL MURRAY
CELL#: 505-716-1941
DEL./PKU LOC. SELECTED BY MAP PIN OPTION

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY 844-222-2345 OR WWW.UNITEDACADEMY.UR.COM
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Aggregate

A CRH COMPANY
PO Box 9208
Fayetteville, AR 72703

Return Service Requested

Customer No: 202185
Invoice No: 7001562232
Inv Date: 05/08/21
Page: Page 1 of 2
Customer PO: 7354
Customer Job: Q707323 Bentonwill

MAY 18 2021

2%20000315 PRESORT PBPS001 <>

GARNEY COMPANIES INC
1700 SWIFT AVE
KANSAS CITY MO 64116-3821

PO Box 9208
Fayetteville, AR 72703
Credit & Collections Dept.
479-587-3300

Delivered To: Mason 573.855.6732 49N EX78 R-264 L-71B L-School willLowell, AR

Date	Ticket#	Truck#	Product#	Description	QTY	UM	Unit Price	Haul QTY	Haul Rate	Matl Total	Haul Total	Tax	Total
Plant: 00006 Stone - Springdale Quarry													
MATERIAL:	3/4" CLEAN												
05/7/21	600564360	219	031600	3/4" CLEAN	22.88	TON	16.00	22.88	3.25	366.08	74.36	41.84	482.28
05/7/21	600564361	52	031600	3/4" CLEAN	22.93	TON	16.00	22.93	3.25	366.88	74.52	41.93	483.33
05/7/21	600564362	43	031600	3/4" CLEAN	19.44	TON	16.00	19.44	3.25	311.04	63.18	35.55	409.77
05/7/21	600564367	18	031600	3/4" CLEAN	22.48	TON	16.00	22.48	3.25	359.68	73.06	41.11	473.85
05/7/21	600564368	15	031600	3/4" CLEAN	23.27	TON	16.00	23.27	3.25	372.32	75.63	42.56	490.51
Total :	3/4" CLEAN				**111.00**			**TON**		**1,776.00**	**360.75**	**202.99**	**2,339.74**
Total :	**Material**	3/4" CLEAN			**111.00**					**1,776.00**	**360.75**	**202.99**	**2,339.74**
				Total Invoice:	**111.00**					**1,776.00**	**360.75**	**202.99**	**2,339.74**

Invoice Taxing Authority Summary:

ARI	**AR State Sales Tax**	**138.89**
ARI0400	**AR Benton County**	**21.36**
ARI0408	**AR Lowell**	**42.73**

*Our terms are Net 30 Days. Questions: Please email us at remit-toAR@apac.com. **Don't be a victim of cyber fraud!** Our banking details will NEVER change. If you receive any correspondence requesting a change to our banking details, please contact us immediately. THANK YOU FOR YOUR BUSINESS!!*

apac
A CRH COMPANY
PO Box 9208
Fayetteville, AR 72703

Customer No: 202185
Invoice No: 7001562237
Inv Date: 05/08/21
Page: Page 2 of 2
Customer PO: 7354
Customer Job: Q707323

Garney Companies Inc
1700 Swift Ave
Kansas City MO 64116-3821

MAY 19 2021

PO Box 9208
Fayetteville, AR 72703
Credit & Collections Dept.
479-587-3300

Delivered To: Bentonville Repair 125 School Ave Lowell AR
Lowell, AR

Date	Ticket#	Product#	Description	QTY	UM	Unit Price	Haul QTY	Haul Rate	Matl Total	Haul Total	Tax	Total

Finance Charges will be applied to any late invoices at a rate of 1.5% per month per credit agreement or the State's Lawful Amount

Invoice Amount: 1,044.09

Amount Paid: _____

Customer Name: Garney Companies Inc
Customer No: 202185
Invoice #: 7001562237
Date: 05/8/21
Customer Job: Q707323
Customer PO: 7354
Due Date: 06/07/21

If you have any questions about your invoice please call 479-587-3300

Remit Payment To: APAC-Central, Inc.
PO Box 9208
Fayetteville, AR 72703

Please provide your email address below if you would like to start receiving your invoices via email

_____

apac
A CRH COMPANY
PO Box 9208
Fayetteville, AR 72703

Return Service Requested

Customer No: 202185
Invoice No: 7001562237
Inv Date: 05/08/21
Page: Page 1 of 2
Customer PO: 7354
Customer Job: Q707323

MAY 18 2021

Garney Companies Inc
1700 Swift Ave
Kansas City MO 64116-3821

PO Box 9208
Fayetteville, AR 72703
Credit & Collections Dept.
479-587-3300

Delivered To: Bentonville Repair 125 School Ave Lowell AR
Lowell, AR

Date	Ticket#	Product#	Description	QTY	UM	Unit Price	Haul QTY	Haul Rate	Matl Total	Haul Total	Tax	Total
Plant: 00006 Stone - Springdale Quarry												
MATERIAL:	#57 STONE / 1" CONC ROCK											
05/7/21	600564399	031695	#57 STONE / 1" CONC ROCK	16.16	TON	16.50	0.00	0.00	266.64	0.00	0.00	266.64
05/7/21	600564400	031695	#57 STONE / 1" CONC ROCK	16.72	TON	16.50	0.00	0.00	275.88	0.00	0.00	275.88
05/7/21	600564414	031695	#57 STONE / 1" CONC ROCK	14.97	TON	16.50	0.00	0.00	247.01	0.00	0.00	247.01
Total :	#57 STONE / 1" CONC ROCK			**47.85**			**TON**		**789.53**	**0.00**	**0.00**	**789.53**
Total :	**Material**	#57 STONE / 1" CONC ROCK		**47.85**					**789.53**	**0.00**	**0.00**	**789.53**
MATERIAL:	3/4" CLEAN											
05/7/21	600564393	031800	3/4" CLEAN	15.91	TON	16.00	0.00	0.00	254.56	0.00	0.00	254.56
Total :	3/4" CLEAN			**15.91**			**TON**		**254.56**	**0.00**	**0.00**	**254.56**
Total :	**Material**	3/4" CLEAN		**15.91**					**254.56**	**0.00**	**0.00**	**254.56**
			Total Invoice:	**63.76**					**1,044.09**	**0.00**	**0.00**	**1,044.09**

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apac
A CRH COMPANY
PO Box 9208
Fayetteville, AR 72703

Customer No: 202185
Invoice No: 7001562232
Inv Date: 05/08/21
Page: Page 2 of 2
Customer PO: 7354
Customer Job: Q707323 Bentonvill

MAY 18 2021

Garney Companies Inc
1700 Swift Ave
Kansas City MO 64116-3821

PO Box 9208
Fayetteville, AR 72703
Credit & Collections Dept.
479-587-3300

Delivered To: Mason 573.855.6732 49N EX78 R-264 L-71B L-School
willLowell, AR

Date	Ticket#	Truck#	Product#	Description	QTY	UM	Unit Price	Haul QTY	Haul Rate	Matl Total	Haul Total	Tax	Total

Finance Charges will be applied to any late invoices at a rate of 1.5% per month per credit agreement or the State's Lawful Amount

Invoice Amount: **2,339.74**

Amount Paid: _____

Customer Name: Garney Companies Inc
Customer No: 202185
Invoice #: 7001562232
Date: 05/8/21
Customer Job: Q707323 Bentonvill
Customer PO: 7354
Due Date: 06/07/21

If you have any questions about your invoice please call 479-587-3300

Remit Payment To: APAC-Central, Inc.
PO Box 9208
Fayetteville, AR 72703

Please provide your email address below if you would like to start receiving your invoices via email

_____

Trench Safety

United Rentals

TRENCH SAFETY
BRANCH K40
5101 WEST RENO AVENUE
OKLAHOMA CITY OK 73127
405-949-1547

PARTIAL RETURN INVOICE

193392674-001

Job Site

LOWELL JOB
125 N SCHOOL AVE
LOWELL AR 72745

Office: 303-791-3600 **Cell:** 505-716-1941

GARNEY CONST - KANSAS CITY
1333 NW VIVION RD
KANSAS CITY MO 64118-4554

Customer #	: 7507350
Invoice Date	: 05/12/21
Rental Out	: 05/03/21 01:47 PM
Rental In	: 05/13/21 07:00 AM
UR Job Loc	: 125 N SCHOOL AVE, LO
UR Job #	: 6
Customer Job ID:	
P.O. #	: TBD
Ordered By	: DANIEL MURRAY
Reserved By	: RYAN FIELDS
Salesperson	: RYAN FIELDS

Invoice Amount: $223.50

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4843
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	Month	Amount
8	941/8103	STACKING PINS FOR STEEL BOXES		5.00	15.00	25.00	200.00
32	941/8101	SPREADER BAR PIN 10"					N/C

Rental Subtotal: 200.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	AR PROPERTY TAX RECOVERY FEE	[DRSURAR/MCI]	2.500	EACH	2.50

Sales/Misc Subtotal: 2.50

Agreement Subtotal: 202.50
Tax: 21.00
Total: 223.50

COMMENTS/NOTES:

CONTACT: DANIEL MURRAY
CELL#: 505-716-1941

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SUNSTATE Equipment Co.

BRANCH LOCATION
TRENCH/OKC
405-594-8624
AFTER HR#:(405) 394-2084

PLEASE REMIT TO:
P.O. BOX 208439
Dallas, TX 75320-8439

CONTRACT TYPE: **RENTAL RETURN**
INVOICE # **8836618-002**
PO # 7354
JOB #
JOB NAME: 125 LOWELL AVE
ORDERED BY: DAN/TM/SARAHM/10:00
DATE/TIME OUT: 5/05/21 9:00 AM
DATE/TIME IN: 5/13/21 7:28 AM

CUSTOMER # 151423 **PHONE#** 816-741-4600

GARNEY COMPANIES INC./DFW
1333 N.W. VIVION ROAD
KANSAS CITY, MO 64118

CONTACT: DAN 505-716-1941
TERRITORY: 416
PROCESSED BY: LARRYB
DRIVER LICENSE:
LICENSE PLATE:
RETURN LOC: 703
JOB ADDRESS: 125 SCHOOL AVE LOWELL AR 72745
DEL. INSTRUCTIONS:

RENTAL RATES ARE FOR EACH ITEM AND DO NOT INCLUDE FUEL OR DELIVERY

ITEM QTY	EQUIPMENT DESCRIPTION EQUIP. #	RATES DAY	WEEK	4 WEEK	EXTENDED PRICE
4	STEEL-OVERLAP SHEET 14'	15.00	32.00	81.00	188.00
	DELIVERY CHARGE DELIVERY BY: ADAMS				900.00
	PICKUP CHARGE PICKUP BY: ABLE				900.00

This contract has custom rates applied.

SUB TOTAL:	1988.00
CUSTOMER PROTECTION PLAN:	** N/A **
TAX:	188.86
TOTAL AMOUNT DUE:	**2176.86**

RENT CONTINUES UNTIL YOU CALL **405-594-8624** TO HAVE EQUIPMENT PICKED UP.

CUSTOMER SIGNATURE	PRINT CUSTOMER'S FULL NAME	DELIVERED BY	DATE

· **TERMS: NET 30 UPON ISSUANCE OF INVOICE (INVOICE DATE). SERVICE CHARGES AT THE LESSER RATE OF 1.5% PER MONTH OR THE MAXIMUM RATE PERMITTED BY LAW ON PAST DUE ACCOUNTS.**
· **A SERVICE/CLEANING CHARGE MAY RESULT DUE TO EQUIPMENT BEING RETURNED DAMAGED OR IN NEED OF EXCESSIVE CLEANING.**
· **THE ENVIRONMENTAL FEE IS NOT REGULATED NOR COLLECTED BY OR FOR ANY GOVERNMENTAL AGENCY.**
· **UNLAWFUL FAILURE TO RETURN RENTED PROPERTY MAY BE A FELONY. FINES, CRIMINAL PROSECUTION, AND/OR IMPRISONMENT COULD RESULT.**
· **BY SIGNING ABOVE I AGREE TO TERMS ON FRONT AND BACK OF THIS CONTRACT. I ALSO ACKNOWLEDGE RECEIVING INSTRUCTIONS AS TO THE SAFE AND PROPER USE OF THE EQUIPMENT. IN ADDITION, I AGREE TO RECEIVE ELECTRONIC COMMUNICATIONS FROM SUNSTATE EQUIPMENT INCLUDING PHONE CALLS, EMAILS AND TEXT MESSAGES. TO READ MORE ABOUT THE TERMS OF USE REGARDING THESE COMMUNICATIONS, PLEASE VISIT WWW.SUNSTATEEQUIP.COM/TERMSOFUSE.**

TERMS AND CONDITIONS

THIS AGREEMENT IS FOR THE RENTAL OR SALE OF ALL EQUIPMENT, VEHICLES, AND/OR ITEMS SHOWN ON THE OTHER SIDE THIS PAGE, INCLUDING ALL PARTS OF AND ACCESSORIES TO SUCH ("EQUIPMENT"). BY ACCEPTING THE EQUIPMENT, CUSTOMER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS.

1. RENTAL PERIOD AND ACCOUNTS: Sunstate Equipment Co., LLC ("Sunstate") hereby rents the Equipment to Customer for the period commencing when the Equipment leaves Sunstate's premises or is delivered to customer and ending upon its return to Sunstate's premises, or picked up by Sunstate subject to charge for minimum rental period. Sunstate may terminate rental at any time by written notice to Customer and/or by retaking the Equipment. While in Customer's possession, no rental allowance will be made for Sundays, holidays, or time in transit, nor for any period of time the Equipment is not actually in use.

   Any disputed invoices must be brought to the attention of Sunstate within fifteen (15) days of receipt of the invoices, or the invoices/contracts are deemed correct and undisputed. At Sunstate's discretion, any account with a delinquent balance may be placed on a Hold basis, deposits may be required and/or the rental equipment picked up without notice. Customer agrees that if Sunstate refers this Agreement to an agency or attorney for enforcement, Customer will pay Sunstate's reasonable agency's and attorney's fees and costs, including lien preparations costs, incurred for the enforcement hereof, whether or not a lawsuit is filed.

   Customer authorizes Sunstate to make whatever credit inquiries it deems necessary in connection with this Agreement. Bank and trade reference(s) can accept this authorization to disclose to Sunstate and/or their respective designees (and any assignee or potential assignee thereof), Customer information normally released to a prospective creditor including: length of time account has been active, average monthly balances, payment trends, and details of any lending relationship. Customer represents and warrants that customer is not a "Consumer" as defined in the Federal Consumer Credit Protection Act, or any acts there under, and they waive any rights granted to them under those acts, their successors, or under other Federal or State Laws pertaining to "Consumer" rights. Customer further represents and warrants that all rentals or purchases made or any credit extended hereunder will be used solely for business and commercial purposes.

   The individual who is either a principal of the credit applicant or a sole proprietorship of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the applicant by Sunstate, from time to time as may be needed, in the credit evaluation process.

2. EXCESS USAGE CHARGE: Rental rates are for normal and reasonable use of Equipment not exceeding 8 hours per day, five days per week (one-shift basis). Excess usage rates are prorated: 2 shifts charged at 1 1/2 times normal rate, 3 shifts charged at 2 times normal rate.

3. RECEIPT AND USE OF EQUIPMENT: **CUSTOMER ACCEPTS THE EQUIPMENT ON AN "AS-IS, WHERE-IS" BASIS, WITH ALL FAULTS, AND WITHOUT ANY RECOURSE AGAINST SUNSTATE.** By accepting delivery, Customer acknowledges that the Equipment is in good working and secure condition, including all devices and materials needed to use the Equipment. Customer shall not abuse, harm, or improperly operate the Equipment, and shall possess and operate it in conformance with all applicable laws and regulations. Customer shall be solely responsible for the operation of the Equipment, and allow only licensed, trained, and experienced operators to operate the Equipment in accordance with all Equipment specifications and customary safety practices.

4. FAILURE OF EQUIPMENT: In the event of failure of the Equipment, Customer shall immediately notify Sunstate and/or return it to Sunstate's premises at Customer's expense. Without Sunstate's written authorization, Customer shall not incur any expenses for Sunstate for the repair of the Equipment.

5. TIRE REPAIR OR REPLACEMENT: Customer acknowledges that repair and replacement of tires or tracks are not included in the rental rate and agrees to pay for the repair or replacement of any tires returned to Sunstate in a damaged condition, regardless of the cause of damage, reasonable wear and tear excepted.

6. RETURN OF EQUIPMENT: Customer shall return all of the Equipment to Sunstate's premises during Sunstate's regular business hours, in the condition and repair as when delivered to Customer, subject only to reasonable wear and tear. Customer shall be liable for all damages to or loss of the Equipment occurring because it was not returned within Sunstate's regular business hours. If Sunstate has agreed to deliver the Equipment to Customer or to pick up the Equipment from Customer, Customer shall be responsible for all loss or damage to the Equipment or any third party from time of delivery to Customer and until picked up by Sunstate. The Equipment is considered to be in the possession of Customer until Sunstate regains physical possession.

7. HAZARDOUS MATERIALS: Customer represents and warrants that it shall return all Equipment, including any and all attachments, tools and machinery rented from Sunstate free of all regulated substances including, but not limited to, hazardous substances, hazardous materials, hazardous wastes, toxic substances, or pesticides, as those terms are defined in applicable federal, state, and local environmental laws, regulations, and rules. Customer shall indemnify and hold Sunstate harmless from and against any and all liabilities, of whatsoever kind or nature, imposed on, incurred by, or served against Sunstate in any way relating to Customer's breach of the above warranty.

8. LOST OR DAMAGED EQUIPMENT: Customer is responsible for all damage, loss, or theft of Equipment up to the fair market value or cost of repair, and rental on the Equipment at the regular rental rate until repairs are completed. Sunstate shall be under no obligation to commence repair work until Customer has paid all amounts owed. Reasonable wear and tear shall mean the normal deterioration caused by ordinary and reasonable use on a one-shift (eight hours per day, five days per week) basis. The following shall not be deemed reasonable wear and tear: damage from lack of lubrication or maintenance such as water and air pressures, damage from corrosion, overturning, or improper operation, including over-loading or exceeding the rated capacity of the Equipment; damage in the nature of dents, bending, tearing, staining, and misalignment to the Equipment; and wear resulting from use in excess of a one-shift basis.

9. DISCLAIMER OF WARRANTIES AND WAIVER OF DAMAGES: **SUNSTATE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.** Customer's sole remedy for any failure of or defect in the Equipment shall be the termination of the rental charges at the time of failure, provided Sunstate is notified immediately and the Equipment is returned to Sunstate within 24 hours or Sunstate is requested to perform the return. **SUNSTATE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY TO CUSTOMER AND CUSTOMER'S PROPERTY, INCLUDING LOST PROFITS, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, IN ANY WAY CONNECTED WITH THE OPERATION OF, USE OF, DEFECT IN, OR FAILURE OF EQUIPMENT.**

10. LIMITATION OF LIABILITY: **SUNSTATE'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE TOTAL RENTAL AMOUNTS PAID UNDER THIS AGREEMENT.**

11. BODILY INJURY/PROPERTY DAMAGE RESPONSIBILITY TO THIRD PARTIES: Sunstate does not provide, extend, or afford any insurance coverage to Customer, authorized operator(s) or passengers. If there is other valid and collectible automobile liability protection or insurance on any basis available to Customer or any other person and such protection satisfies the financial responsibility laws, then no liability protection is afforded by Sunstate. However, if Customer is in compliance with the terms and conditions of this agreement, and if Sunstate is determined by law to provide liability protection, such liability protection shall be limited to the minimum financial responsibility limits of the state in which the vehicle is operated.

12. INDEMNITY AND HOLD HARMLESS: **CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS SUNSTATE AND ITS OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, SHAREHOLDERS, AND AFFILIATES ("SUNSTATE GROUP") FROM ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES, AND EXPENSES OF EVERY KIND AND NATURE, INCLUDING LEGAL COSTS, FOR SICKNESS, INJURY TO, OR DEATH OF, AND TO LOSS OF OR DAMAGE TO REAL OR PERSONAL PROPERTY OF, ANY EMPLOYEE, REPRESENTATIVE, AGENT, OFFICER, DIRECTOR, MEMBER, SHAREHOLDER, OR GUEST OF CUSTOMER OR ITS AFFILIATES, CONTRACTORS, SUBCONTRACTORS, AND SUPPLIERS ("CUSTOMER GROUP") OR ANY THIRD PARTY ARISING OUT OF CUSTOMER GROUP'S POSSESSION, USE, MAINTENANCE, OR RETURN OF THE EQUIPMENT. THIS INDEMNITY SHALL BE WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE(S) THEREOF, INCLUDING WITHOUT LIMITATION, THE NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, COMPARATIVE, CONTRIBUTORY, ACTIVE, OR PASSIVE), STRICT LIABILITY, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, VIOLATION OF STATUTE, OR OTHER FAULT OF ANY MEMBER OF SUNSTATE GROUP, AND WHETHER OR NOT CAUSED BY A PRE-EXISTING OR DEFECTIVE CONDITION OF SUNSTATE'S EQUIPMENT.**

    IN THE EVENT APPLICABLE STATE LAW FORBIDS CUSTOMER FROM INDEMNIFYING SUNSTATE FOR ANY ACTS OR OMISSIONS OF SUNSTATE, THE FOREGOING PROVISION IS DEEMED TO BE REPLACED BY THE FOLLOWING: CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS SUNSTATE GROUP FROM ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES, AND EXPENSES OF EVERY KIND AND NATURE, INCLUDING LEGAL COSTS, FOR SICKNESS, INJURY TO, OR DEATH OF, AND TO LOSS OF OR DAMAGE TO REAL OR PERSONAL PROPERTY OF ANY PERSON OR ENTITY ARISING OUT OF CUSTOMER GROUP'S POSSESSION, USE, MAINTENANCE, OR RETURN OF THE EQUIPMENT, EXCEPT TO THE EXTENT SAME IS CAUSED BY ANY ACTS OR OMISSIONS OF SUNSTATE.

    Customer shall notify Sunstate immediately if the Equipment is involved in, or a part of, an accident, and shall furnish Sunstate with a complete report of any accident involving Equipment including names and addresses of all persons involved and all witnesses. Customer is responsible for all damage, injuries or loss arising from any accident or act of any and every nature whatsoever, relating to the possession or use of the rented Equipment, including, but not limited to, any damage caused by the failure of any device or material used in hitching the Equipment to a towing vehicle, regardless of whom furnished and regardless of who shall hitch the Equipment.

    In the event any covenant in this Section 12 is deemed to be unreasonable, arbitrary, unenforceable, or against public policy, such covenant will be considered to be divisible with respect to the scope of Customer's indemnification obligations, and such lesser scope, as a court of competent jurisdiction may determine to be reasonable, not arbitrary, and not against public policy, will be effective, binding, and enforceable.

13. FAILURE TO DELIVER: Customer releases and discharges Sunstate from any and all liability or damages (including consequential and special damages) which might be caused by Sunstate's failure or inability to deliver any Equipment by any specified date or time.

14. CUSTOMER PROTECTION PLAN: ("CPP"). The CPP IS NOT INSURANCE. Customers who purchase the CPP, however, can limit their responsibility for damage or theft of the Equipment during the rental period. The CPP limits the Customers exposure to a $500 deductible per item. Exclusions from protection under the CPP include: A) Tires or track damage. B) Damage from abuse or misuse of Equipment. C) Failure of Customer to use its best efforts to secure and protect the Equipment while it is in customer's possession. Best efforts to secure and protect include fences, locked storage containers or buildings, security guards, tire boots, hitch locks, chains and padlocks, etc., and D) Failure to file a police report within 48 hours for Equipment theft.

15. INSURANCE: Customer shall maintain Commercial General Liability insurance covering all operations and contractual obligations (including the indemnity obligation set forth in Section 12 above) with minimum limits of $1,000,000 per occurrence and shall name Sunstate Group as additional insureds thereon with a waiver of subrogation against Sunstate Group. Customer's insurance shall be primary insurance as to any insurance carried by any member of Sunstate Group.

    Customer shall maintain Commercial Automobile Liability insurance with limits of at least $1,000,000 per occurrence and shall include coverage for hired and non-owned vehicle liability and physical damage when renting a licensed, registered (over the road) vehicle. Customer's insurance shall be primary and shall include a waiver of subrogation against Sunstate Group.

    Customer will be charged for the CPP unless Customer provides evidence of insurance for rented Equipment, with the per item limit specified, and naming Sunstate as loss payee. Customer shall provide a certificate of insurance to Sunstate evidencing above insurance coverages and specifying that coverage will not be cancelled without 30 days prior written notice to Sunstate.

16. SUBLETTING AND LOCATION: No item of rented Equipment shall be sublet, assigned, re-rented, loaned, or removed from the location at which Customer represented it was intended to be used, or removed from the State of Sunstate's premises, except by written consent of Sunstate. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

17. RETAKING OF EQUIPMENT: If the Equipment is not returned at the termination of the rental or for any reason it becomes necessary for the Sunstate to retake the Equipment to protect the Equipment or Sunstate from loss or damage, Sunstate and its agents may go upon Customer's property and retake the Equipment, without notice and legal process, and Customer waives all rights to a prior judicial hearing. Sunstate and its agents may take all action reasonably necessary to retake the Equipment and Customer waives for himself, agents, and employees all claims for damages and losses, physical and pecuniary, caused by retaking by the Sunstate. Customer agrees to pay all costs and expenses incurred by Sunstate in retaking the Equipment.

18. SAFETY REGULATIONS: As Sunstate has no control over the use of the Equipment by Customer, Customer agrees at its sole expense to comply with all laws and regulations, including Occupational Safety and Health Administration Act of 1970 (OSHA) and all other Federal, State and Local laws, regulations, and ordinances, which may affect the Equipment, or the operation thereof, while it is in the possession of Customer. Customer shall indemnify and hold Sunstate harmless from any liability or expense, including attorney fees, resulting from any actual or asserted violations of such laws, regulations and ordinances.

19. LEGAL FEES AND VENUE. Customer shall pay Sunstate's reasonable legal fees and court costs incurred in enforcing the terms and conditions hereof. Customer agrees that this agreement is to be construed under the laws of the State of Arizona, and that if legal action is brought to enforce this agreement, that Maricopa County, Arizona, shall be the jurisdiction and legal venue for said action, provided that Sunstate reserves and Customer agrees to Sunstate's right to bring legal action in whatever jurisdiction from which the Equipment was rented, whose laws, at the option of Sunstate, shall govern this Agreement. **CUSTOMER WAIVES THE RIGHT TO A JURY TRIAL OF ANY OR ALL CLAIMS OR DISPUTES WHICH MAY ARISE FROM THIS AGREEMENT.**

20. TAXES AND FEES: Customer shall reimburse Sunstate for any additional fees, charges, or taxes sought to be imposed against Sunstate by any municipal or local subdivision relating to the rental or use of the Equipment by Customer as provided herein. Additional fees, such as estimated personal property tax and environmental reimbursement fees may apply. These fees are subject to change at any time.

21. AUTHORITY TO SIGN: Any individual signing this Rental Agreement represents and warrants that they are of legal age and have the authority and power to sign this agreement for the Customer.

22. ENTIRE AGREEMENT: This Agreement constitutes the full and entire agreement with respect to the subject matter thereof. It may not be amended except by a written agreement signed by both parties.

United Rentals

TRENCH SAFETY
BRANCH K40
5101 WEST RENO AVENUE
OKLAHOMA CITY OK 73127
405-949-1547

PARTIAL RETURN INVOICE

193044646-001

Customer # : 7507350
Invoice Date : 05/17/21
Rental Out : 04/23/21 03:00 PM
Rental In : 05/13/21 07:00 AM
UR Job Loc : 125 N SCHOOL AVE, LO
UR Job # : 6
Customer Job ID:
P.O. # : 7354
Ordered By : DANIEL MURRAY
Reserved By : RYAN FIELDS
Salesperson : RYAN FIELDS

Job Site

LOWELL JOB
125 N SCHOOL AVE
LOWELL AR 72745

Office: 303-791-3600 **Cell:** 505-716-1941

GARNEY CONST - KANSAS CITY
1333 NW VIVION RD
KANSAS CITY MO 64118-4554

Invoice Amount: $7,790.84

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4843
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	Month	Amount
16	940/5518	SPREADER BAR (KIT) 8" X 10'	20.00	20.00	45.00	90.00	1,440.00
160	940/5655	8" SPREADER BAR (LINEAR FEET)					
8	941/8103	STACKING PINS FOR STEEL BOXES		5.00	15.00	25.00	200.00
1	330/7118	LIFTING BRIDLE 4 LEG X 16'		56.00	156.00	332.00	332.00
1	940/9561	LADDER UPPER SECTION FOR TRENCH SHIELD	21.00	21.00	55.00	150.00	150.00
1	940/9564	12' LADDER EXTENSION FOR TRENCH SHIELD	16.00	16.00	29.00	80.00	80.00
2	675/9987	TRENCH GUARD RAIL 10'	16.00	16.00	37.00	80.00	160.00
2	675/9987	TRENCH GUARD RAIL 10'	16.00	16.00	37.00	80.00	160.00

Rental Subtotal: 2,522.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	AR PROPERTY TAX RECOVERY FEE	[DRSURAR/MCI]	31.525	EACH	31.53
1	DELIVERY CHARGE		2400.000	EACH	2,400.00
1	PICKUP CHARGE		2100.000	EACH	2,100.00

Sales/Misc Subtotal: 4,531.53

Agreement Subtotal: 7,053.53
Tax: 737.31
Total: 7,790.84

COMMENTS/NOTES:

CONTACT: DANIEL MURRAY
CELL#: 505-716-1941

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY 844-222-2345 OR WWW.UNITEDACADEMY.UR.COM
TRAINING IS NOT AVAILABLE ON CERTAIN EQUIPMENT IN CANADA.

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United Rentals

TRENCH SAFETY
BRANCH K40
5101 WEST RENO AVENUE
OKLAHOMA CITY OK 73127
405-949-1547

RENTAL RETURN INVOICE

193392674-002

Job Site

LOWELL JOB
125 N SCHOOL AVE
LOWELL AR 72745

Office: 303-791-3600 **Cell:** 505-716-1941

GARNEY CONST - KANSAS CITY
1333 NW VIVION RD
KANSAS CITY MO 64118-4554

Customer #	: 7507350
Invoice Date	: 05/17/21
Rental Out	: 05/03/21 01:47 PM
Rental In	: 05/13/21 07:00 AM
UR Job Loc	: 125 N SCHOOL AVE, LO
UR Job #	: 6
Customer Job ID:	
P.O. #	: 7354
Ordered By	: DANIEL MURRAY
Reserved By	: RYAN FIELDS
Salesperson	: RYAN FIELDS

Invoice Amount: $3,307.80

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4843
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	Month	Amount
4	330/7118	LIFTING BRIDLE 4 LEG X 16'	56.00	56.00	156.00	332.00	1,248.00
16	940/5518	SPREADER BAR (KIT) 8" X 10'	20.00	20.00	45.00	90.00	1,440.00
160	940/5655	8" SPREADER BAR (LINEAR FEET)					
1	940/9561	LADDER UPPER SECTION FOR TRENCH SHIELD	21.00	21.00	55.00	150.00	110.00
3	940/9563	6' LADDER EXTENSION FOR TRENCH SHIELD	10.00	10.00	27.00	69.00	162.00

Rental Subtotal: 2,960.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	AR PROPERTY TAX RECOVERY FEE	[DRSURAR/MCI]	37.000	EACH	37.00

Sales/Misc Subtotal: 37.00

Agreement Subtotal: 2,997.00
Tax: 310.80
Total: 3,307.80

COMMENTS/NOTES:

CONTACT: DANIEL MURRAY
CELL#: 505-716-1941

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United Rentals

TRENCH SAFETY
BRANCH K40
5101 WEST RENO AVENUE
OKLAHOMA CITY OK 73127
405-949-1547

PARTIAL RETURN INVOICE

193416050-001

Job Site

LOWELL JOB
125 N SCHOOL AVE
LOWELL AR 72745

Office: 303-791-3600 **Cell:** 505-716-1941

GARNEY CONST - KANSAS CITY
1333 NW VIVION RD
KANSAS CITY MO 64118-4554

Customer #	: 7507350
Invoice Date	: 05/17/21
Rental Out	: 05/04/21 10:00 AM
Rental In	: 05/13/21 07:00 AM
UR Job Loc	: 125 N SCHOOL AVE, LO
UR Job #	: 6
Customer Job ID:	
P.O. #	: 7354
Ordered By	: DANIEL MURRAY
Reserved By	: RYAN FIELDS
Salesperson	: RYAN FIELDS

Invoice Amount: $972.23

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4843
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	Month	Amount
5	940/9245	SHORING PLATE STEEL 8' X 20'	30.00	31.00	112.00	244.00	870.00

Rental Subtotal: 870.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	AR PROPERTY TAX RECOVERY FEE	[DRSURAR/MCI]	10.875	EACH	10.88

Sales/Misc Subtotal: 10.88

Agreement Subtotal: 880.88
Tax: 91.35
Total: 972.23

COMMENTS/NOTES:

CONTACT: DANIEL MURRAY
CELL#: 505-716-1941

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United Rentals

TRENCH SAFETY
BRANCH K40
5101 WEST RENO AVENUE
OKLAHOMA CITY OK 73127
405-949-1547

RENTAL RETURN INVOICE

193063222-001

Job Site

LOWELL JOB
125 N SCHOOL AVE
LOWELL AR 72745

Office: 303-791-3600 **Cell:** 505-716-1941

GARNEY CONST - KANSAS CITY
1333 NW VIVION RD
KANSAS CITY MO 64118-4554

Customer #	: 7507350
Invoice Date	: 05/18/21
Rental Out	: 04/23/21 03:00 PM
Rental In	: 05/13/21 07:00 AM
UR Job Loc	: 125 N SCHOOL AVE, LO
UR Job #	: 6
Customer Job ID:	
P.O. #	: 7354
Ordered By	: DANIEL MURRAY
Reserved By	: RYAN FIELDS
Salesperson	: RYAN FIELDS

Invoice Amount: $7,273.60

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4843
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	Month	Amount
1	10511135	TRENCH BOX 10' X 20' (6" FB) Make: SPEEDSHORE Model: TS-1020UR6FB Serial: U-16-8203-S	305.00	314.00	430.00	1,579.00	1,290.00
1	10608354	TRENCH BOX 10' X 20' (6" SKE) Make: SPEEDSHORE Model: TS-1020UR6 Serial: U-17-6575-S Substituted for: TRENCH BOX 10' X 10' (4" FB)	305.00	314.00	430.00	1,579.00	1,290.00
1	10998941	TRENCH BOX 10' X 10' (4" SKE) Make: XTERRA Model: URS-4M-1010SKE Serial: U-XTS19789-X		209.00	490.00	2,001.00	1,470.00
1	10585064	TRENCH BOX 10' X 10' (4" SKE) Make: SPEEDSHORE Model: TS-1010UR4 Serial: U-17-6095-S		209.00	490.00	2,001.00	1,470.00
160	940/5655	8" SPREADER BAR (LINEAR FEET)					N/C

Rental Subtotal: 5,520.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	AR PROPERTY TAX RECOVERY FEE	[DRSURAR/MCI]	69.000	EACH	69.00
1	DELIVERY CHARGE		500.000	EACH	500.00
1	PICKUP CHARGE		500.000	EACH	500.00

Sales/Misc Subtotal: 1,069.00

Agreement Subtotal: 6,589.00
Tax: 684.60
Total: 7,273.60

COMMENTS/NOTES:

CONTACT: DANIEL MURRAY
CELL#: 505-716-1941

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United Rentals

TRENCH SAFETY
BRANCH K40
5101 WEST RENO AVENUE
OKLAHOMA CITY OK 73127
405-949-1547

RENTAL RETURN INVOICE

193451638-001

Job Site

LOWELL JOB
125 N SCHOOL AVE
LOWELL AR 72745

Office: 303-791-3600 **Cell:** 505-716-1941

GARNEY CONST - KANSAS CITY
1333 NW VIVION RD
KANSAS CITY MO 64118-4554

Customer #	: 7507350
Invoice Date	: 05/18/21
Rental Out	: 05/04/21 07:00 AM
Rental In	: 05/13/21 07:00 AM
UR Job Loc	: 125 N SCHOOL AVE, LO
UR Job #	: 6
Customer Job ID:	
P.O. #	: 7354
Ordered By	: DANIEL MURRAY
Reserved By	: RYAN FIELDS
Salesperson	: RYAN FIELDS

Invoice Amount: $5,400.67

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4843
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	Month	Amount
1	10918239	TRENCH BOX 10' X 24' (8" SKE) Make: XTERRA Model: URS-8M-1024SKE Serial: U-XTS190192-X Substituted for: TRENCH BOX 10' X 24' (6" FB)		457.00	1,008.00	2,650.00	1,922.00
1	10990592	TRENCH BOX 10' X 24' (8" SKE) Make: XTERRA Model: URS-8M-1024SKE Serial: U-XTS190477-X		457.00	1,008.00	2,650.00	1,922.00

Rental Subtotal: 3,844.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	AR PROPERTY TAX RECOVERY FEE	[DRSURAR/MCI]	48.050	EACH	48.05
1	DELIVERY CHARGE		500.000	EACH	500.00
1	PICKUP CHARGE		500.000	EACH	500.00

Sales/Misc Subtotal: 1,048.05

Agreement Subtotal: 4,892.05
Tax: 508.62
Total: 5,400.67

COMMENTS/NOTES:

CONTACT: DANIEL MURRAY
CELL#: 505-716-1941

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United Rentals
TRENCH SAFETY
BRANCH K40
5101 WEST RENO AVENUE
OKLAHOMA CITY OK 73127
405-949-1547

RENTAL RETURN INVOICE

193044646-002

Job Site

LOWELL JOB
125 N SCHOOL AVE
LOWELL AR 72745

Office: 303-791-3600 **Cell:** 505-716-1941

GARNEY CONST - KANSAS CITY
1333 NW VIVION RD
KANSAS CITY MO 64118-4554

Customer #	: 7507350
Invoice Date	: 05/19/21
Rental Out	: 04/23/21 03:00 PM
Rental In	: 05/13/21 07:00 AM
UR Job Loc	: 125 N SCHOOL AVE, LO
UR Job #	: 6
Customer Job ID:	
P.O. #	: 7354
Ordered By	: DANIEL MURRAY
Reserved By	: RYAN FIELDS
Salesperson	: RYAN FIELDS

Invoice Amount: $3,279.20

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4843
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	Month	Amount
10	944/9946	ROAD PLATE 8' X 20'	30.00	31.00	112.00	244.00	2,440.00

Rental Subtotal: 2,440.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	AR PROPERTY TAX RECOVERY FEE	[DRSURAR/MCI]	30.500	EACH	30.50
1	DELIVERY CHARGE		500.000	EACH	500.00

Sales/Misc Subtotal: 530.50

Agreement Subtotal: 2,970.50
Tax: 308.70
Total: 3,279.20

COMMENTS/NOTES:

CONTACT: DANIEL MURRAY
CELL#: 505-716-1941

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY 844-222-2345 OR WWW.UNITEDACADEMY.UR.COM
TRAINING IS NOT AVAILABLE ON CERTAIN EQUIPMENT IN CANADA.

Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

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United Rentals

TRENCH SAFETY
BRANCH K40
5101 WEST RENO AVENUE
OKLAHOMA CITY OK 73127
405-949-1547

PARTIAL RETURN INVOICE

193416050-002

Customer #	: 7507350
Invoice Date	: 05/21/21
Rental Out	: 05/04/21 10:00 AM
Rental In	: 05/13/21 07:00 AM
UR Job Loc	: 125 N SCHOOL AVE, LO
UR Job #	: 6
Customer Job ID:	
P.O. #	: 7354
Ordered By	: DANIEL MURRAY
Reserved By	: RYAN FIELDS
Salesperson	: RYAN FIELDS

Job Site

LOWELL JOB
125 N SCHOOL AVE
LOWELL AR 72745

Office: 303-791-3600 **Cell:** 505-716-1941

GARNEY CONST - KANSAS CITY
1333 NW VIVION RD
KANSAS CITY MO 64118-4554

Invoice Amount: $777.78

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4843
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	Month	Amount
4	940/9245	SHORING PLATE STEEL 8' X 20'	30.00	31.00	112.00	244.00	696.00

Rental Subtotal: 696.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	AR PROPERTY TAX RECOVERY FEE	[DRSURAR/MCI]	8.700	EACH	8.70

Sales/Misc Subtotal: 8.70

Agreement Subtotal: 704.70
Tax: 73.08
Total: 777.78

COMMENTS/NOTES:

CONTACT: DANIEL MURRAY
CELL#: 505-716-1941

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United Rentals

TRENCH SAFETY
BRANCH K40
5101 WEST RENO AVENUE
OKLAHOMA CITY OK 73127
405-949-1547

RENTAL RETURN INVOICE

193442753-001

Job Site

LOWELL JOB
125 N SCHOOL AVE
LOWELL AR 72745

Office: 303-791-3600 **Cell:** 505-716-1941

GARNEY CONST - KANSAS CITY
1333 NW VIVION RD
KANSAS CITY MO 64118-4554

Customer #	: 7507350
Invoice Date	: 05/19/21
Rental Out	: 05/04/21 07:00 AM
Rental In	: 05/13/21 07:00 AM
UR Job Loc	: 125 N SCHOOL AVE, LO
UR Job #	: 6
Customer Job ID:	
P.O. #	: 7354
Ordered By	: DANIEL MURRAY
Reserved By	: RYAN FIELDS
Salesperson	: RYAN FIELDS

Invoice Amount: $9,820.67

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4843
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	Month	Amount
1	10507090	TRENCH BOX 10' X 24' (6" SKE) Make: SPEEDSHORE Model: TS-1024UR6FB Serial: U-15-7869-S Substituted for: TRENCH BOX 10' X 24' (6" FB)		457.00	1,008.00	2,650.00	1,922.00
1	1188707	TRENCH BOX 10' X 24' (8" KE) Make: GME Model: 8M1024KE Serial: M1102192		457.00	1,008.00	2,650.00	1,922.00

Rental Subtotal: 3,844.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	AR PROPERTY TAX RECOVERY FEE	[DRSURAR/MCI]	48.050	EACH	48.05
1	DELIVERY CHARGE		2500.000	EACH	2,500.00
1	PICKUP CHARGE		2500.000	EACH	2,500.00

Sales/Misc Subtotal: 5,048.05

Agreement Subtotal: 8,892.05
Tax: 928.62
Total: 9,820.67

COMMENTS/NOTES:

CONTACT: DANIEL MURRAY
CELL#: 505-716-1941

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United Rentals

TRENCH SAFETY
BRANCH K40
5101 WEST RENO AVENUE
OKLAHOMA CITY OK 73127
405-949-1547

RENTAL RETURN INVOICE

193416050-003

Customer # : 7507350
Invoice Date : 05/25/21
Rental Out : 05/04/21 10:00 AM
Rental In : 05/13/21 07:00 AM
UR Job Loc : 125 N SCHOOL AVE, LO
UR Job # : 6
Customer Job ID:
P.O. # : 7354
Ordered By : DANIEL MURRAY
Reserved By : RYAN FIELDS
Salesperson : RYAN FIELDS

Job Site

LOWELL JOB
125 N SCHOOL AVE
LOWELL AR 72745

Office: 303-791-3600 **Cell:** 505-716-1941

GARNEY CONST - KANSAS CITY
1333 NW VIVION RD
KANSAS CITY MO 64118-4554

Invoice Amount: $194.45

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4843
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	Month	Amount
1	940/9245	SHORING PLATE STEEL 8' X 20'	30.00	31.00	112.00	244.00	174.00

Rental Subtotal: 174.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	AR PROPERTY TAX RECOVERY FEE	[DRSURAR/MCI]	2.175	EACH	2.18

Sales/Misc Subtotal: 2.18

Agreement Subtotal: 176.18
Tax: 18.27
Total: 194.45

COMMENTS/NOTES:

CONTACT: DANIEL MURRAY
CELL#: 505-716-1941

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Traffic Control

Lane X Traffic Control

348 S. 40th St
Springdale, AR 72762

Invoice

Date	Invoice #
5/21/2021	44854

Bill To

Carney Companies, Inc
Garney Construction
1700 Swift St
North Kansas City, MO 64116

Information

125 School Ave
Lowell

P.O. Number	Terms	Ship	Via	Rep	Due Date	PROJECT
7354	Net 30	5/21/2021		MC	6/20/2021	

Quantity	Description	Price Each	Amount
1	WEEKLY RENTAL 04/26 to 05/13	1,792.00	1,792.00T
1	MOBILIZATION, INITIAL INSTALLATION & FINAL REMOVAL		
1	RIGHT LANE CLOSED 1500 FT		
1	RIGHT LANE CLOSED 1000FT		
1	TRANSITION SIGN		
1	W1-6 ARROW SIGN		
1	ROAD WORK AHEAD		
5	SIGN STAND - WINDMASTER		
20	TRAFFIC DRUM		
28	CONES		
10	TYPE A LIGHT		

Thank you for your business.

Subtotal $1,792.00

Sales Tax (10.5%) $188.16

Customer Total Balance $1,980.16

Office - 479-631-6433
Fax - 479-246-9710
lanextc@sbcglobal.net

Total $1,980.16

United Rentals

TRENCH SAFETY
BRANCH K40
5101 WEST RENO AVENUE
OKLAHOMA CITY OK 73127
405-949-1547

RENTAL RETURN INVOICE

193442753-001

Job Site

LOWELL JOB
125 N SCHOOL AVE
LOWELL AR 72745

Office: 303-791-3600 **Cell:** 505-716-1941

GARNEY CONST - KANSAS CITY
1333 NW VIVION RD
KANSAS CITY MO 64118-4554

Customer #	: 7507350
Invoice Date	: 05/19/21
Rental Out	: 05/04/21 07:00 AM
Rental In	: 05/13/21 07:00 AM
UR Job Loc	: 125 N SCHOOL AVE, LO
UR Job #	: 6
Customer Job ID:	
P.O. #	: 7354
Ordered By	: DANIEL MURRAY
Reserved By	: RYAN FIELDS
Salesperson	: RYAN FIELDS

Invoice Amount: $9,820.67

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4843
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	Month	Amount
1	10507090	TRENCH BOX 10' X 24' (6" SKE) Make: SPEEDSHORE Model: TS-1024UR6FB Serial: U-15-7869-S Substituted for: TRENCH BOX 10' X 24' (6" FB)		457.00	1,008.00	2,650.00	1,922.00
1	1188707	TRENCH BOX 10' X 24' (8" KE) Make: GME Model: 8M1024KE Serial: M1102192		457.00	1,008.00	2,650.00	1,922.00

Rental Subtotal: 3,844.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	AR PROPERTY TAX RECOVERY FEE	[DRSURAR/MCI]	48.050	EACH	48.05
1	DELIVERY CHARGE		2500.000	EACH	2,500.00
1	PICKUP CHARGE		2500.000	EACH	2,500.00

Sales/Misc Subtotal: 5,048.05

Agreement Subtotal: 8,892.05
Tax: 928.62
Total: 9,820.67

COMMENTS/NOTES:

CONTACT: DANIEL MURRAY
CELL#: 505-716-1941

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Fencing

ZTERS Inc
13727 Office Park Drive
Houston, TX 77070
www.zters.com

Phone: (832) 698-2203
Fax: (832) 698-2204
Email: tabitha@zters.com

INVOICE DATE	Apr 30, 2021
CUSTOMER #	34988
INVOICE #	21129393
TERMS	Due on Receipt

INVOICE TOTAL DUE
$3504.00

DUE ON RECEIPT

BILLING INFORMATION

ATTN	Courtney Carlson
COMPANY	Garney Construction
EMAIL	ccarlson@garney.com
PHONE	(315) 406-2459
ADDRESS	1333 Northwest Vivion Road Kansas City, Missouri 64118
PO #	Not Supplied

AGING HISTORY

Date	Apr 30, 2021
Current	$3504.00
30	$0.00
60	$0.00
90	$0.00
TOTAL	$3,504.00

SITE INFORMATION

ADDRESS	125 School Avenue, Lowell, Arkansas 72745	SITE#	SITE TOTAL
ONSITE CONTACT	Daniel	865419	$3504.00
CONTACT PHONE			

ID#	ITEM CODE	DESCRIPTION	QTY	UNIT $	DISC	TAX	TOTAL
47643	AR_FENCING_CHAIN_LINK	Chain Link rental for period from 04-30-2021 to 05-29-2021.	1	$3200.00	$0.00	$304.00	$3200.00

SUBTOTAL	$3200.00
TAX	$304.00
INVOICE TOTAL	$3504.00
INVOICE TOTAL DUE	**$3504.00**
TOTAL DUE	**$3,504.00**

PAYMENTS APPLIED TO THIS INVOICE

DATE	AMOUNT	PAYMENT METHOD	DETAILS

Badger Daylighting

Badger Daylighting Corp.

Invoice Number	2192564
Invoice Date	04-30-2021
Payment Terms	30 Net
Amount Due	**$ 4,932.66**

BILL TO

GARNEY CONSTRUCTION
1700 SWIFT STREET, SUITE 200
North Kansas City, MO 64116

REMIT TO

BADGER DAYLIGHTING CORP
PO Box 95000
LB# 1627
Philadelphia, PA 19195-0001
Bank Routing #: 026013673
Account #: 03248177952

Customer Number	PO/Work Order	AFE/Job	Badger Sales Area
31693	7354	7354	40080

Service Date	Ticket #	Unit #	Item Description	Qty	Unit of Measure	Unit Price	Amount
04-26-2021	TKT-042321-311302	724	Fluctuating Fuel Recovery	1		157.66	157.66
04-26-2021	TKT-042321-311302	724	Supply Water	1	Each	50.00	50.00
04-26-2021	TKT-042321-311302	724	Disposition	2	Each	100.00	200.00
04-26-2021	TKT-042321-311302	724	Badger Hydrovac With Operator Overtime	0.5	Hour	245.00	122.50
04-26-2021	TKT-042321-311302	724	Badger Hydrovac With Operator	10	Hour	215.00	2,150.00
04-27-2021	TKT-042621-312794	724	Fluctuating Fuel Recovery	1		96.25	96.25
04-27-2021	TKT-042621-312794	724	Supply Water	1	Each	50.00	50.00
04-27-2021	TKT-042621-312794	724	Disposition	2	Each	100.00	200.00
04-27-2021	TKT-042621-312794	724	Badger Hydrovac With Operator	6	Hour	215.00	1,290.00
04-30-2021	TKT-042921-315416	724	Fluctuating Fuel Recovery	1		36.25	36.25
04-30-2021	TKT-042921-315416	724	Supply Water	1	Each	50.00	50.00
04-30-2021	TKT-042921-315416	724	Disposition	1	Each	100.00	100.00
04-30-2021	TKT-042921-315416	724	Badger Hydrovac With Operator	2	Hour	215.00	430.00

Total Due(USD)	4,932.66

Please see attached tickets for additional detail

Badger Daylighting Corp. PO Box 95000, LB# 1627, Philadelphia, PA 19195-0001 Phone: (877) 322-3437

Please direct all invoicing inquiries to accountsreceivable@badgerinc.com and remittances to remittance@badgerinc.com

Blue Book Rates

EquipmentWatch™

www.equipmentwatch.com

All prices shown in US dollars ($)

Rental Rate Blue Book®

January 15, 2021

Caterpillar 349F
Crawler Mounted Hydraulic Excavators

Size Class:
50.1 - 66.0 MTons
Weight:
N/A

Configuration for 349F

Operating Weight	**117500.0 lbs**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $21,920.00	USD $6,140.00	USD $1,535.00	USD $230.00	USD $117.31	USD $241.86
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2020: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $21,920.00**	**USD $6,140.00**	**USD $1,535.00**	**USD $230.00**	**USD $117.31**	**USD $241.86**

Non-Active Use Rates

	Hourly
Standby Rate	USD $64.76
Idling Rate	USD $170.90

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	42%	USD $9,206.40/mo
Overhaul (ownership)	48%	USD $10,521.60/mo
CFC (ownership)	3%	USD $657.60/mo
Indirect (ownership)	7%	USD $1,534.40/mo
Fuel (operating) @ USD 2.53	40%	USD $46.35/hr

Revised Date: 1st half 2021

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for HEATHER MANNING (hmanning@garney.com)

www.equipmentwatch.com

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EquipmentWatch™

www.equipmentwatch.com

All prices shown in US dollars ($)

Rental Rate Blue Book®

December 8, 2020

Deere 624K (disc. 2016)
4-Wd Articulated Wheel Loaders

Size Class:
175 - 199 HP
Weight:
33477 lbs

Configuration for 624K (disc. 2016)

Operator Protection **ROPS/FOPS** Power Mode **Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $6,075.00	USD $1,700.00	USD $425.00	USD $64.00	USD $32.97	USD $67.49
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2016: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $6,075.00**	**USD $1,700.00**	**USD $425.00**	**USD $64.00**	**USD $32.97**	**USD $67.49**

Non-Active Use Rates

	Hourly
Standby Rate	USD $21.06
Idling Rate	USD $48.89

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	44%	USD $2,673.00/mo
Overhaul (ownership)	39%	USD $2,369.25/mo
CFC (ownership)	7%	USD $425.25/mo
Indirect (ownership)	10%	USD $607.50/mo
Fuel (operating) @ USD 2.40	44%	USD $14.37/hr

Revised Date: 2nd half 2020

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www.equipmentwatch.com

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EquipmentWatch™

www.equipmentwatch.com

All prices shown in US dollars ($)

Rental Rate Blue Book®

December 8, 2020

Bobcat T450
Compact Track Loaders

Size Class:
1351 - 1600 lbs
Weight:
N/A

Configuration for T450

Operator Protection **Enclosed** Power Mode **Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $3,370.00	USD $945.00	USD $235.00	USD $35.00	USD $13.78	USD $32.93
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2020: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $3,370.00**	**USD $945.00**	**USD $235.00**	**USD $35.00**	**USD $13.78**	**USD $32.93**

Non-Active Use Rates

	Hourly
Standby Rate	USD $9.38
Idling Rate	USD $24.58

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	36%	USD $1,213.20/mo
Overhaul (ownership)	51%	USD $1,718.70/mo
CFC (ownership)	4%	USD $134.80/mo
Indirect (ownership)	9%	USD $303.30/mo
Fuel (operating) @ USD 2.40	39%	USD $5.43/hr

Revised Date: 2nd half 2020

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www.equipmentwatch.com

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Daily Reports

4.26.21

Daily Report

Project Name: WTF - 24-Inch Raw Waterline
Project Number: 7332

Garney CONSTRUCTION
100% Employee Owned

Resources

Labor	Hrs.	Fail/Reasoning	Pass
Victor Diaz	12		✓
Hunter Johnson	~~12~~		✓
TJ Martin	12		✓
Lance Shook	~~12~~ 15		✓
Joshua McGee	12		✓

PPE Assessment

Safety & Health Training

Safety Meeting Held Today?	Yes	No
STAC	✓	

Number of Attendants:

Confined Space

Reading(s)				
Oxygen				
LEL				
H2 S				
CO				

Weather

Temperature		Precipitation	
high	21	rain	
low	55	snow	
		wind	✓

Test & Inspections/ Visitors to Site

Trenching & Excavation Data

Station	to	Station	Soil Type A	B	C
N/A		N/A			

Penetrometer used?	Yes		No
Visual inspection performed?	Yes		No
Subsurface water present?	Yes		No
Trench box used?	Yes		No
Primary Box Size:			

BMcD Safety Forms

Required	Completed
C10	✓
C11 (W)	
C16B	
C16C	
N8	

Written Report:

BENTONVILLE

SILOAM SPRINGS PRODUCTION

~~SUSPENDED~~ TILL FRIDAY

Pipe Installation Summary

Start Station	to	End Station	Diameter	11.25 DEG	22.5 DEG	45 DEG	90 DEG	GV/BFV
N/A		N/A	24"					
			24"					
			24"					
			24"					
			24"					
			24"					

Signature	Title	Day	Start Time	End Time	Date	Job #
	~~Superintendent~~	Mon	7:00	7:00 pm	04/26	7332
		M T W R F S U				

Daily Report

Garney CONSTRUCTION
100% Employee Owned

Project Name: WTF - 24-Inch Raw Waterline
Project Number: 7332

Resources / PPE Assessment

Labor	Hrs.	Fail/Reasoning	Pass
Victor Diaz	13		
Hunter Johnson	0		
TJ Martin	13		
Lance Shook	13		
Joshua McGee	13		

Safety & Health Training

Safety Meeting Held Today?	Yes	No

STAC

Number of Attendants:

Confined Space

Reading(s)				
Oxygen				
LEL				
H2 S				
CO				

Weather

Temperature		Precipitation	
high		rain	clear
low		snow	
		wind	

Test & Inspections/ Visitors to Site

Trenching & Excavation Data

Station	to	Station	Soil Type A	B	C

Penetrometer used?	Yes		No	
Visual inspection performed?	Yes		No	
Subsurface water present?	Yes		No	
Trench box used?	Yes		No	
Primary Box Size:				

BMcD Safety Forms

Required	Completed
C10	
C11 (W)	
C16B	
C16C	
N8	

Written Report:

Shutdown day - lockout tagout @ 9
crew@11 start digging@ vacuum.
Bentonville sub line drained @12 and only 1 leak
clearly seeing water draining from pipe in
multiple locations shutdown@4 after digging & setting all boxes

Pipe Installation Summary

Start Station	to	End Station	Diameter	11.25 DEG	22.5 DEG	45 DEG	90 DEG	GV/BFV
			24"					
			24"					
			24"					
			24"					
			24"					
			24"					

Signature	Title	Day	Start Time	End Time	Date	Job #
	Superintendent	T	~~7:00~~ 11:00	12:00pm		7332
		MTWRFSU				

Daily Report

Project Name: WTF - 24-Inch Raw Waterline
Project Number: 7332

Garney CONSTRUCTION
100% Employee Owned

Resources

Labor	Hrs.
Victor Diaz	4
Hunter Johnson	10
TJ Martin	5
Lance Shook	9
Joshua McGee	1

PPE Assessment

Fail/Reasoning	Pass

Safety & Health Training

Safety Meeting Held Today?	Yes	No
STAC		

Number of Attendants:

Confined Space

Reading(s)				
Oxygen				
LEL				
H2 S				
CO				

Weather

Temperature		Precipitation	
high		rain	100%
low		snow	
		wind	

tornado 100%

Test & Inspections/ Visitors to Site

Trenching & Excavation Data

Station	to	Station	Soil Type A	B	C

Penetrometer used?	Yes		No	
Visual inspection performed?	Yes		No	
Subsurface water present?	Yes		No	
Trench box used?	Yes		No	
Primary Box Size:				

BMcD Safety Forms

Required	Completed
C10	
C11 (W)	
C16B	
C16C	
N8	

Written Report:

Set boxes safet up site once verifiet multiple pipe Leak are not enough pipe to fix wait for furtner instruction. major storm flooding Lightning & tornado.

Pipe Installation Summary

Start Station	to	End Station	Diameter	11.25 DEG	22.5 DEG	45 DEG	90 DEG	GV/BFV
			24"					
			24"					
			24"					
			24"					
			24"					
			24"					

Signature	Title	Day	Start Time	End Time	Date	Job #
	Superintendent	W	7:00	4:00 pm		7332
		MTWRFSU	17:00 cm			

Daily Report

Project Name: WTF - 24-Inch Raw Waterline
Project Number: 7332

Garney CONSTRUCTION
100% Employee Owned

Resources — PPE Assessment

Labor	Hrs.	Fail/Reasoning	Pass
Victor Diaz	11		
Hunter Johnson			
TJ Martin	11		
Lance Shook	11		
Joshua McGee	11		

Safety & Health Training

Safety Meeting Held Today?	Yes	No
STAC		

Number of Attendants:

Confined Space

Reading(s)				
Oxygen				
LEL				
H2 S				
CO				

Weather

Temperature		Precipitation	
high	73	rain	15%
low	48	snow	
		wind	

Test & Inspections/ Visitors to Site

Trenching & Excavation Data

Station	to	Station	Soil Type A	B	C

Penetrometer used?	Yes		No	
Visual inspection performed?	Yes		No	
Subsurface water present?	Yes		No	
Trench box used?	Yes		No	
Primary Box Size:				

BMcD Safety Forms

Required	Completed
C10	
C11 (W)	
C16B	
C16C	
N8	

Written Report:

set pumps, game plan, fix site after major storm

Pipe Installation Summary

Start Station	to	End Station	Diameter	11.25 DEG	22.5 DEG	45 DEG	90 DEG	BV/BFV
			24"					
			24"					
			24"					
			24"					
			24"					
			24"					

Signature	Superintendent / Title	Day	Start Time	End Time	Date	Job #
		Th	7:00			7332

Daily Report

Garney CONSTRUCTION
100% Employee Owned

Project Name: WTF - 24-Inch Raw Waterline
Project Number: 7332

Resources / PPE Assessment

Labor	Hrs.	Fail/Reasoning	Pass
Victor Diaz	14		
Hunter Johnson	[illegible]		
TJ Martin	14		
Lance Shook	14		
Joshua McGee	14		

Safety & Health Training

Safety Meeting Held Today?	Yes	No
STAC		

Number of Attendants:

Confined Space

Reading(s)				
Oxygen	20.9			
LEL	0			
H2 S	0			
CO	0			

Weather

Temperature		Precipitation	
high	____	rain	____
low	____	snow	____
		wind	

Test & Inspections/ Visitors to Site

Trenching & Excavation Data

Station	to	Station	Soil Type A	B	C

Penetrometer used?	Yes		No	
Visual inspection performed?	Yes		No	
Subsurface water present?	Yes		No	
Trench box used?	Yes		No	
Primary Box Size:				

BMcD Safety Forms

Required	Completed
C10	
C11 (W)	
C16B	
C16C	
N8	

Written Report:

Excavate waited on boxes to set for incoming storm Drain Culvert pipe

Pipe Installation Summary

Start Station	to	End Station	Diameter	11.25 DEG	22.5 DEG	45 DEG	90 DEG	GV/BFV
			24"					
			24"					
			24"					
			24"					
			24"					
			24"					

Signature	Title	Day	Start Time	End Time	Date	Job #
[signature]	Superintendent	M	7:00	9:00	5/13	7332
		MTWRFSU				

Daily Report

Project Name: WTF - 24-Inch Raw Waterline
Project Number: 7332

Garney CONSTRUCTION
100% Employee Owned

Resources

Labor	Hrs.
Victor Diaz	10.5
Hunter Johnson	10.5
TJ Martin	4.5
Lance Shook	4.5
Joshua McGee	10.5

PPE Assessment

Fail/Reasoning	Pass

Safety & Health Training

Safety Meeting Held Today?	Yes	No
STAC		

Number of Attendants:

Confined Space

Readings				
Oxygen				
LEL				
H2 S				
CO				

Weather

Temperature		Precipitation	
high	8°	rain	95%
low		snow	
		wind	

Test & Inspections/ Visitors to Site

Trenching & Excavation Data

Station	to	Station	Soil Type A	B	C

Penetrometer used?	Yes		No	
Visual inspection performed?	Yes		No	
Subsurface water present?	Yes		No	
Trench box used?	Yes		No	
Primary Box Size:				

BMcD Safety Forms

Required	Completed
C10	
C11 (W)	
C16B	
C16C	
N8	

Written Report:

Purged down pulled pipe
built boxes

Pipe Installation Summary

Start Station	to	End Station	Diameter	11.25 DEG	22.5 DEG	45 DEG	90 DEG	GV/BFV
			24"					
			24"					
			24"					
			24"					
			24"					
			24"					

Signature	Title	Day	Start Time	End Time	Date	Job #
	Superintendent	T	8:00	6:30	5/4	7332
		MTWRFSU				

Daily Report

Garney CONSTRUCTION
100% Employee Owned

Project Name: WTF - 24-Inch Raw Waterline
Project Number: 7332

Resources / PPE Assessment

Labor	Hrs.	Fail/Reasoning	Pass
Victor Diaz	11		
Hunter Johnson	11		
TJ Martin	11		
Lance Shook	11		
Joshua McGee	11		

Safety & Health Training

Safety Meeting Held Today?	Yes	No
STAC		

Number of Attendants:

Confined Space

	Reading(s)			
Oxygen				
LEL				
H2 S				
CO				

Weather

Temperature		Precipitation	
high	70	rain	2"
low	38	snow	
		wind	

Test & Inspections/ Visitors to Site

Trenching & Excavation Data

Station	to	Station	Soil Type A	B	C

Penetrometer used?	Yes		No	
Visual inspection performed?	Yes		No	
Subsurface water present?	Yes		No	
Trench box used?	Yes		No	
Primary Box Size:				

BMcD Safety Forms

Required	Completed
C10	
C11 (W)	
C16B	
C16C	
N8	

Written Report:

set grade & pumps lower
start digging East.

Pipe Installation Summary

Start Station	to	End Station	Diameter	11.25 DEG	22.5 DEG	45 DEG	90 DEG	GV/BFV
			24"					
			24"					
			24"					
			24"					
			24"					
			24"					

Signature	Title	Day	Start Time	End Time	Date	Job #
	Superintendent	W	7:00	6:00	5/8	7332
		MTWRFSU				

Daily Report

Project Name: WTF - 24-Inch Raw Waterline
Project Number: 7332

Garney CONSTRUCTION
100% Employee Owned

Resources / PPE Assessment

Labor	Hrs.	Fail/Reasoning	Pass
Victor Diaz	18		
Hunter Johnson	18		
TJ Martin	18		
Lance Shock	18		
Joshua McGee	18		

Safety & Health Training

Safety Meeting Held Today?	Yes	No
STAC		

Number of Attendants:

Confined Space

Reading(s)				
Oxygen				
LEL				
H2 S				
CO				

Weather

Temperature		Precipitation	
high		rain	
low		snow	
		wind	

Test & Inspections/ Visitors to Site

Trenching & Excavation Data

Station	to	Station	Soil Type A	B	C

Penetrometer used?	Yes		No	
Visual inspection performed?	Yes		No	
Subsurface water present?	Yes		No	
Trench box used?	Yes		No	
Primary Box Size:				

BMcD Safety Forms

Required	Completed
C10	
C11 (W)	
C16B	
C16C	
N8	

Written Report:

Grade ditch pull last pipe

~~Start setting pipe in ditch~~

Pipe Installation Summary

Start Station	to	End Station	Diameter	11.25 DEG	22.5 DEG	45 DEG	90 DEG	GV/BFV
			24"					
			24"					
			24"					
			24"					
			24"					
			24"					

Signature	Title	Day	Start Time	End Time	Date	Job #
	Superintendent	Th MTWRFSU	7:00	1:00		7332

Daily Report

Project Name: WTF - 24-Inch Raw Waterline
Project Number: 7332

Garney CONSTRUCTION
100% Employee Owned

Resources / PPE Assessment

Labor	Hrs.	Fail/Reasoning	Pass
Victor Diaz	17		
Hunter Johnson	17		
TJ Martin	17		
Lance Shook	17		
Joshua McGee	17		

Safety & Health Training

Safety Meeting Held Today?	Yes	No
STAC		

Number of Attendants:

Confined Space

Reading(s)				
Oxygen	20.9			
LEL	0			
H2 S	0			
CO	0			

Weather

Temperature		Precipitation	
high		rain	
low		snow	
		wind	

Test & Inspections/ Visitors to Site

Trenching & Excavation Data

Station	to	Station	Soil Type A	B	C

Penetrometer used?	Yes		No	
Visual inspection performed?	Yes		No	
Subsurface water present?	Yes		No	
Trench box used?	Yes		No	
Primary Box Size:				

BMcD Safety Forms

Required	Completed
C10	
C11 (W)	
C16B	
C16C	
N8	

Written Report

Finish grading set pipe
backfill & tie in

Pipe Installation Summary

Start Station	to	End Station	Diameter	11.25 DEG	22.5 DEG	45 DEG	90 DEG	GV/BFV
			24"					
			24"					
			24"					
			24"					
			24"					
			24"					

Signature	Title	Day	Start Time	End Time	Date	Job #
	Superintendent	F	7:00	17:00		7332
		MTWRFSU				

Daily Report

Garney CONSTRUCTION
100% Employee Owned

Project Name: WTF - 24-Inch Raw Waterline
Project Number: 7332

Resources

Labor	Hrs.
Victor Diaz	5
Hunter Johnson	5
TJ Martin	5
Lance Shook	5
Joshua McGee	5

PPE Assessment

Fail/Reasoning	Pass

Safety & Health Training

Safety Meeting Held Today?	Yes	No
STAC		

Number of Attendants:

Confined Space

Reading(s)				
Oxygen				
LEL				
H2 S				
CO				

Weather

Temperature		Precipitation	
high		rain	
low		snow	
		wind	

Test & Inspections/ Visitors to Site

Trenching & Excavation Data

Station	to	Station	Soil Type A	B	C

Penetrometer used?	Yes		No	
Visual inspection performed?	Yes		No	
Subsurface water present?	Yes		No	
Trench box used?	Yes		No	
Primary Box Size:				

BMcD Safety Forms

Required	Completed
C10	
C11 (W)	
C16B	
C16C	
N8	

Written Report

finish cleaning up site

Pipe Installation Summary

Start Station	to	End Station	Diameter	11.25 DEG	22.5 DEG	45 DEG	90 DEG	GV/BFV
			24"					
			24"					
			24"					
			24"					
			24"					
			24"					

Signature	Title	Day	Start Time	End Time	Date	Job #
	Superintendent	Sa	7:00	5:00		7332
		MTWRFSU	17.00			

Daily Report

Project Name: WTF - 24-Inch Raw Waterline
Project Number: 7332

Garney CONSTRUCTION
100% Employee Owned

Resources

Labor	Hrs.
Victor Diaz	13
Hunter Johnson	13
TJ Martin	13
Lance Shook	15.5
Joshua McGee	15.5

PPE Assessment

Fail/Reasoning	Pass

Safety & Health Training

Safety Meeting Held Today?	Yes	No
STAC		

Number of Attendants:

Confined Space

Reading(s)				
Oxygen				
LEL				
H2 S				
CO				

Weather

Temperature		Precipitation	
high		rain	
low		snow	
	/	wind	

Test & Inspections/ Visitors to Site

Trenching & Excavation Data

Station	to	Station	Soil Type A	B	C

Penetrometer used?	Yes		No	
Visual inspection performed?	Yes		No	
Subsurface water present?	Yes		No	
Trench box used?	Yes		No	

Primary Box Size:

BMcD Safety Forms

Required	Completed
C10	
C11 (W)	
C16B	
C16C	
N8	

Written Report:

showed up to leaking joints
got welders moving. had FSUP
meeting, joint started slipping more
fixed & watched until 9:30

Pipe Installation Summary

Start Station	to	End Station	Diameter	11.25 DEG	22.5 DEG	45 DEG	90 DEG	GV/BFV
			24"					
			24"					
			24"					
			24"					
			24"					
			24"					

Signature	Superintendent / Title	Day	Start Time	End Time	Date	Job #
		M / MTWRFSU	7:00	9:30		7332

Daily Report

Garney CONSTRUCTION
100% Employee Owned

Project Name: WTF - 24-Inch Raw Waterline
Project Number: 7332

Resources / PPE Assessment

Labor	Hrs.	Fail/Reasoning	Pass
Victor Diaz	8		
Hunter Johnson	8		
TJ Martin	8		
Lance Shook	8		
Joshua McGee	8		

Safety & Health Training

Safety Meeting Held Today?	Yes	No
STAC		

Number of Attendants:

Confined Space

	Reading(s)			
Oxygen				
LEL				
H2 S				
CO				

Weather

Temperature		Precipitation	
high		rain	95%
low		snow	
		wind	

Test & Inspections/ Visitors to Site

Trenching & Excavation Data

Station	to	Station	Soil Type A	B	C

Penetrometer used?	Yes		No	
Visual inspection performed?	Yes		No	
Subsurface water present?	Yes		No	
Trench box used?	Yes		No	
Primary Box Size:				

BMcD Safety Forms

Required	Completed
C10	
C11 (W)	
C16B	
C16C	
N8	

Written Report

Backfill ~~port bores~~ move 349

Pour concrete reciev dirt fill

Pit shut down due to rain

Pipe Installation Summary

Start Station	to	End Station	Diameter	11.25 DEG	22.5 DEG	45 DEG	90 DEG	GV/BFV
			24"					
			24"					
			24"					
			24"					
			24"					
			24"					

Signature	Title	Day	Start Time	End Time	Date	Job #
	Superintendent	T	7:00	3:00	5/12	7332
		MTWRFSU				

Daily Report

Garney CONSTRUCTION
100% Employee Owned

Project Name: WTF - 24-Inch Raw Waterline
Project Number: 7332

Resources

Labor	Hrs.
Victor Diaz	11.5
Hunter Johnson	11.5
TJ Martin	11.5
Lance Shook	11.5
Joshua McGee	~~11.5~~
	13

PPE Assessment

Fail/Reasoning	Pass

Safety & Health Training

Safety Meeting Held Today?	Yes	No
STAC		

Number of Attendants:

Confined Space

Reading(s)				
Oxygen				
LEL				
H2 S				
CO				

Weather

Temperature		Precipitation	
high		rain	
low		snow	
		wind	

Test & Inspections/ Visitors to Site

Trenching & Excavation Data

Station	to	Station	Soil Type A	B	C

Penetrometer used?	Yes		No	
Visual inspection performed?	Yes		No	
Subsurface water present?	Yes		No	
Trench box used?	Yes		No	
Primary Box Size:				

BMcD Safety Forms

Required	Completed
C10	
C11 (W)	
C16B	
C16C	
N8	

Written Report

Backfill, take out boxes

Pipe Installation Summary

Start Station	to	End Station	Diameter	11.25 DEG	22.5 DEG	45 DEG	90 DEG	GV/BFV
			24"					
			24"					
			24"					
			24"					
			24"					
			24"					

Signature	Title	Day	Start Time	End Time	Date	Job #
	Superintendent	W	7:00	6:30	5/12	7332
		MTWRFSU				

Daily Report

Project Name: WTF - 24-Inch Raw Waterline
Project Number: 7332

Garney CONSTRUCTION
100% Employee Owned

Resources — PPE Assessment

Labor	Hrs.	Fail/Reasoning	Pass
Victor Diaz	10		
Hunter Johnson	10		
TJ Martin	10		
Lance Shook	10		
Joshua McGee	10		

Safety & Health Training

Safety Meeting Held Today?	Yes	No
STAC		

Number of Attendants:

Confined Space

Reading(s)				
Oxygen				
LEL				
H2 S				
CO				

Weather

Temperature		Precipitation	
high		rain	
low		snow	
		wind	

Test & Inspections/ Visitors to Site

Trenching & Excavation Data

Station	to	Station	Soil Type A	B	C

Penetrometer used?	Yes		No	
Visual inspection performed?	Yes		No	
Subsurface water present?	Yes		No	
Trench box used?	Yes		No	
Primary Box Size:				

BMcD Safety Forms

Required	Completed
C10	
C11 (W)	
C16B	
C16C	
N8	

Written Report

Sending & receiving to silcon & clean up.

Pipe Installation Summary

Start Station	to	End Station	Diameter	11.25 DEG	22.5 DEG	45 DEG	90 DEG	GV/BFV
			24"					
			24"					
			24"					
			24"					
			24"					
			24"					

Signature	Title	Day	Start Time	End Time	Date	Job #
	Superintendent	1h	7:00	5:00	5/13	7332
		MTWRFSU				

Daily Report

Garney CONSTRUCTION
100% Employee Owned

Project Name: WTF - 24-Inch Raw Waterline
Project Number: 7332

Resources / PPE Assessment

Labor	Hrs.	Fail/Reasoning	Pass
Victor Diaz	4		
Hunter Johnson	11		
TJ Martin	11 + 8 for Sat		
Lance Shook	11		
Joshua McGee	13 + 8 for Sat.		

Safety & Health Training

Safety Meeting Held Today?	Yes	No
STAC		

Number of Attendants:

Confined Space

	Reading(s)			
Oxygen				
LEL				
H2 S				
CO				

Weather

Temperature		Precipitation	
high		rain	
low		snow	
		wind	

Test & Inspections/ Visitors to Site

Trenching & Excavation Data

Station	to	Station	Soil Type A	B	C

Penetrometer used?	Yes		No	
Visual inspection performed?	Yes		No	
Subsurface water present?	Yes		No	
Trench box used?	Yes		No	
Primary Box Size:				

BMcD Safety Forms

Required	Completed
C10	
C11 (W)	
C16B	
C16C	
N8	
29+80 - 30+00	Hammered last 1'
30+00 - 30+80	3' x 20'
Sat	
30+00 - 30+20	1' x 20'

Written Report:

- Hammer work, more pipe, work on SWMP
- Continue to demob. & cleanup in Bentonville

Pipe Installation Summary

Start Station	to	End Station	Diameter	11.25 DEG	22.5 DEG	45 DEG	90 DEG	GV/BFV
			24"					
			24"					
			24"					
			24"					
			24"					
			24"					

Signature	Title	Day	Start Time	End Time	Date	Job #
	Superintendent	F	7:00	8:00	5/14	7332
		MTWRFSU				

Agenda Item Form

Date of City Council Meeting	**7/27/2021**
Department	**Utility Billing and Collections**
Submitted by	**Gary Wilson**
Phone	**479-271-3104**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Staff recommends approving the reorganization of the Utility Billing and Collections Department. Reorganization will update the reporting structure, upgrade four exisiting positions and update titles of two positions. The reorganization addresses issues with the current organization and lays the ground work for the future organization of the department. These changes will be absorbed through the existing department budget.

Estimated Cost	**$13,000.00**
Is this Item Budgeted?	☑ Yes ☐ No

If no, please explain how item will be funded *(briefly explain in space below)* :

Memorandum

To: Utility Board
From: Gary Wilson
CC: Mayor Orman
Date: July 19, 2021

The Utility Billing and Collections Department is requesting a departmental re-organization. The purpose of the reorganization is to designate leadership roles and responsibilities as well as address targeted areas needing dedicated attention. The reorganization includes the following positions:

Customer Service Supervisor (Grade 21 to 23)

This position is an upgrade to the Customer Accounts Supervisor position. Over time, this position's duties and responsibilities have grown along with the department. We are updating the title to reflect our renewed focus on customer service and recognizing the additional duties this position has taken on over the last year and a half.

Lead Billing Representative (Grade 19)

This position is a new position, taking the place of one of the existing Billing Representative positions. The purpose of the position is to designate a billing staff member to coordinate the tasks of the billing work group to ensure utility bills are created accurately and on time. Some day-to-day coordination duties would be removed from the Customer Service Supervisor freeing time to focus in other areas. We consider this position similar to a crew leader.

Lead Customer Service Representative (Grade 19)

This position is a new position, taking the place of one of the existing Customer Account Representative positions. Like with the Lead Billing Representative, the purpose of the position is to designate a customer service staff member to coordinate the tasks of the work group to ensure customers receive a high level of service, staff balance accurately and to act as the first point of contact for staff questions. Some day-to-day coordination duties would be removed from the Customer Service Supervisor freeing time to focus in other areas. We consider this position similar to a crew leader.

Online Accounts Representative (Grade 16)

This position is a new position, taking the place of one of the existing Customer Account Representative positions. During the height of the COVID-19 pandemic we transitioned to an all online/phone process while City facilities were closed to the public. We continued to offer many of the same options to customers after we re-opened the offices and we recognize that some options and tasks will continue as the world has evolved. With that evolution, we need to designate a staff member to complete tasks related to our online payment systems and electronic communications.

Field Service Technician (Grade 17)

This position is an evolution of the Meter Service Worker position. The purpose of the title change to the position is to prepare the meter work group for the changes to duties that will occur as the AMI system improvements occur. Staff in these two positions will transition from the Meter Reader family of positions to a separate position that has added technical responsibilities related to the AMI system. In addition to the AMI system responsibilities, they will be the primary staff responsible for turning on and off services when someone moves in or out. They will remain available to assist with manual meter reading for the time being, however as the system reliability increases they will transition into a position focused on ensuring the meters remain highly reliable.

Career Growth and Balance

The reorganization will provide staff with better defined pathways for career progression with the City. Allowing us to invest better in the training and growth of our staff while recognizing the added responsibilities they are taking on. A key point is the need to restore some work-life balance. As the utility has grown in size, technology has mitigated some of the increased workload, however the staffing is an issue and a significant amount of work has fallen on some members. This reorganization is intended to help with both of these points and prepare for the next steps in the organization's growth.

Preparation for Future Growth

This reorganization will prepare the department for future growth. By designating lead positions in both the billing and customer service work groups as new positions are added coordination and supervision can be maintained without overwhelming any one person. Anticipated near-term future positions include:

Collections Specialist

This position is a new position that will report through the Lead Customer Service Representative. This position's responsibilities will include all aspects of active and final delinquency operations for the department. This person will be responsible for printing active and final delinquency notices, managing returned checks/drafts, coordinating disconnection of service operations including preparing work orders, maintaining the billing system to ensure accurate records are maintained and attempt to collect on closed accounts by locating customers that leave without an accurate forwarding address.

Key Accounts Representative

This is a new position that will report through the Lead Billing Representative. This position's responsibilities will include focusing on our largest and/or most complicated billing customers. They will be the primary contact with the City for the customer's billings and the expert on complicated and special rates (such as wholesale contracts, large power, etc.).

In the future, upgrading the Customer Service Supervisor to a full Assistant Manager as additional duties, responsibilities and staff are added. In addition, splitting the Lead Customer Service Representative into two positions as additional customer service representatives are hired to divide the work groups. Responsibilities between the two would be front of the office (counter and drive-thru) and back of the office (online, collections and call center) ensuring no one is overwhelmed with the number of team members or areas of responsibility.

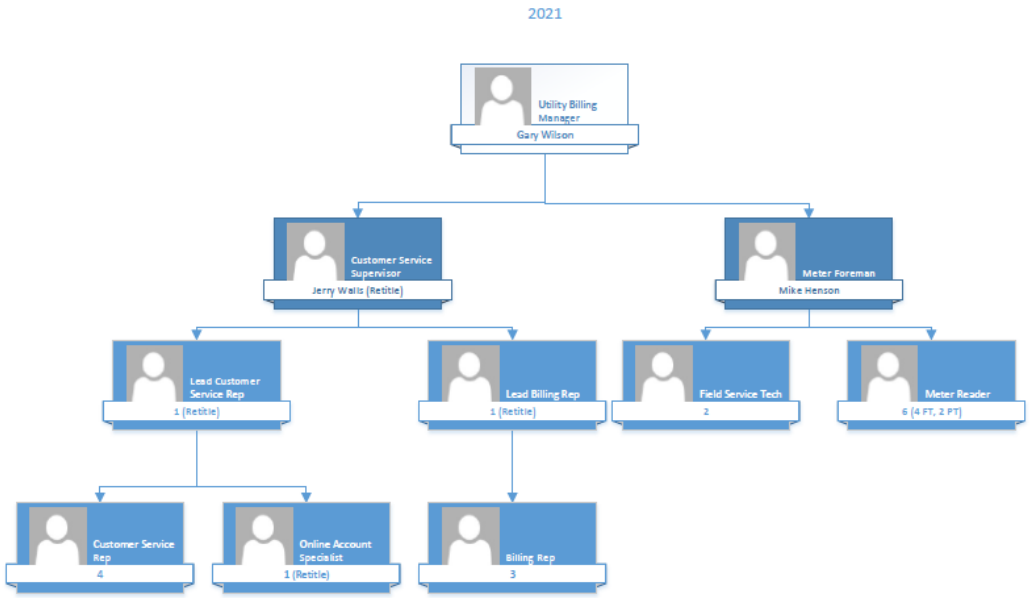
Soon, we will need to begin staffing a dedicated call center. Currently, all staff from the Customer Service and Billing areas are responsible for answering the telephones, taking them away from being able to focus on helping customers in the office and billing tasks. The duration and types of calls have changed from short, easier calls to longer, more complicated calls resulting in each call taking longer to complete.

As both the AMI systems evolve to meeting the City's needs, the meter work group's structure will need to be reviewed to match the positions with the tasks that develop. We anticipate reviewing the interim organization after the water AMI system is back to full functioning with our new Meter Foreman. Once the electric meters are converted to a new AMI system a next phase organizational plan will be developed for the meter workgroup. The review will be done once we are able to see the impact of the two systems so we can direct staffing needs based on the facts that become apparent after both systems are functional.

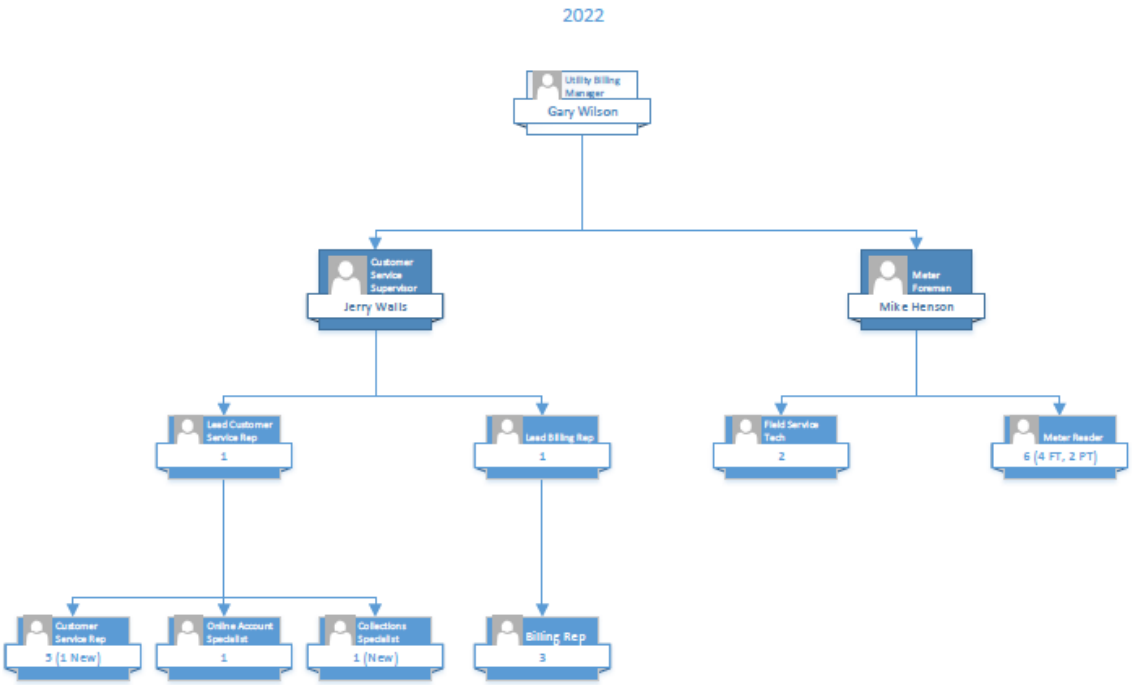
Conclusion

With this reorganization we are creating a structure better suited to the day to day needs of the department as they are today, creating efficiencies, redistributing some responsibilities and positioning it for the future. The utility has grown and the customer base has changed along with their expectations. This is the first step to addressing the expectations of customers.

Proposed Organization



Next Phase Organization



Summary of Changes

From	Change Type	To
Customer Accounts Supervisor	Upgrade	Customer Service Supervisor
Customer Accounts Representative I/II/III	Upgrade	Lead Customer Service Representative
Customer Accounts Representative I/II/III	Upgrade	Online Accounts Representative
Billing Representative I/II	Upgrade	Lead Billing Representative
Customer Accounts Rep I/II/III	Update Title	Customer Service Representative I/II/III
Meter Service Worker	Update Title	Field Service Technician