



City of Bentonville
Bentonville Utility Board Meeting
Tuesday, May 7th – 11:30 am
Bentonville City Hall 305 SW “A” St.
City Council Chambers

AGENDA

Call to Order

Pledge of Allegiance

Attendance

Approval of Minutes: April 16th, 2024

New Business

1. Ordinance/Bid waiver – 1/0 Wire – Travis Matlock, PE (pages 2-3)
2. Resolution – IFB 24-48 – Wood Poles – Travis Matlock, PE (pages 4-5)
3. Resolution – IFB 24-32 – 48” Waterline Material – Travis Matlock, PE (pages 6-7)
4. Resolution/budget adjustment – IFB 24-02 Re-Bid – Steel poles/switches – Travis Matlock, PE (8-10)
5. Resolution – Water/Sewer Dump Truck Purchase – Donny Schmidt (pages 11-42)
6. Budget Adjustment – 48” water line emergency repair – Mike Bender, PE (pages 43-58)
7. Resolution/budget adjustment – WRRF Construction Manager – Chris Earl/Mike Bender, PE (pages 59-110)
8. Ordinance – Issuance of Revenue Bonds for WRRF – Patrick Johndrow/Mike Bender, PE (pages 111)
9. Informational – Finance update – Patrick Johndrow/Heather Delhagen
10. Adjournment



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/14/2024	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Inventory Warehouse
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☒ Waiver of Bid	☐ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Ordinance to waive bids to order 1/0 UG Wire
Action Recommendation & Justification:	Approval of an Ordinance to waive competitive bidding to purchase 1/0 UG Wire from Stuart Irby, Unit Prices and estimated quantities attached for \$472,500.00, plus applicable taxes. Due to market volatility and lead times related to these products, it would be neither practical or feasible to solicit competitive bids.
Additional Comments for Consideration (Optional):	Award is based on the low responsive bid AND shortest lead time per line item, for estimated totals: Stuart Irby in the estimated amount of \$472,500.00, plus applicable taxes (Mid December) AECI in the estimated amount of \$455,000.00 (low bidder does not meet BEUD standards) Techline in the estimated amount of \$439,000.00 (low bidder does not meet BEUD standard)
Amount for Approval:	\$ 472,500.00

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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**City of Bentonville Electric Utilities Department
15KV Underground Primary Cable
Bid Form**

<u>BEUD Inventory Part Number</u>	<u>Wire Size</u>	<u>Feet Required</u>	<u>Price Per Foot - Stuart Irby</u>	<u>Lead Time</u>
2147	1/0 Full Neutral AL	100,000	\$4.73	Mid December 2024
	AECI - Okonite wire		\$5.23	40 weeks
	AECI - Prysmian wire		\$4.55	End of 2024 (does not meet spec)
	Techline		\$4.39	30 weeks (does not meet spec)
Total Price for All Line Items				\$472,500.00





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☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution to award IFB-24/28 Wood Poles
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	Lowest bidders on wood poles: Carpenter's Pole and Piling in the amount of \$66,544.00
Amount for Approval:	\$ 66,544.00

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	4/17/24	Time of Bid Opening:	1:15 PM	Solicitation ID Number:	IFB-24-28
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Solicitation Title: Wood Distribution Poles

Bidders:				Carpenter Pole & Piling		Stella-Jones	
Line Item	Quantity Required	Height/Class	Description	Unit Price	Extended Price	Unit Price	Extended Price
1	20	40/3	BEUD Inventory Part #1721	\$431.00	\$8,620.00	\$459.00	\$9,180.00
2	48	45/3	BEUD Inventory Part #1724	\$549.00	\$26,352.00	\$552.00	\$26,496.00
3	36	50/1	BEUD Inventory Part #1725	\$877.00	\$31,572.00	\$920.00	\$33,120.00
Total Bid Price				\$66,544.00		\$68,796.00	
						<i>*Stella-Jones's Total Bid Price was corrected during bid evaluation</i>	

purchasing@bentonvillear.com - (479) 271-3115



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/14/2024	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Inventory Warehouse
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☒ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution to award IFB-24-32 for 48" water main project
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	Lowest bidders: Northwest Arkansas Winwater in the amount of \$72,068.67 Southern Pipe and Supply in the amount of \$55,995.20
Amount for Approval:	\$ 128,063.87

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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**CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT****FORMAL SEALED BID TABULATION**

Date of Bid Opening:	4/23/2024	Time of Bid Opening:	1:00 PM	Solicitation ID Number:	IFB-24-32
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Solicitation Title: Water Main Repair Materials

Bidders:					Northwest Arkansas Winwater		Southern Pipe & Supply	
Line Item	Estimated Quantity	Unit of Measure	BEUD Part No.	Description	Unit Price	Extended Price	Unit Price	Extended Price
1	60	FT	4614	48" Ductile Iron CL350 Gauged pipe, full 20' joint within 2' of the bell shall have an O.D. of 50.8" NO SUB	\$892.08	\$53,524.80	\$887.92	\$53,275.20
2	4	EA	4615	48" MJ BOLT PACK MJ GASKET/BOLTS AND NUTS Bolt length needs to accommodate a C110 full Body fitting, 8.5" from bottom of t-head to end of threads. NO SUB	No Bid	No Bid	\$680.00	\$2,720.00
3	4	EA	4616	48" DUCTILE MEGALUGS 1148DEC RESTRAINTS NO SUB	\$2,820.40	\$11,281.60	\$2,910.00	\$11,640.00
4	1	EA	4617	48" L301 BELL ADAPTER X MJS DIAPERS/GASKETS INCLUDED NO SUB	\$9,142.12	\$9,142.12	\$10,272.00	\$10,272.00
5	1	EA	4618	48" L301 SPIGOT X MJS DIAPERS/GASKETS INCLUDED NO SUB	\$9,433.55	\$9,433.55	\$10,570.00	\$10,570.00
6	2	EA	4619	48" Long sleeve epoxy coated fitting C110 full body with an ID of 50.97" accommodating 48" pipe OD 50.8" NO SUB	\$21,105.70	\$42,211.40	\$21,330.00	\$42,660.00
Total Bid Price					\$125,593.47		\$131,137.20	

**Ferguson Enterprises LLC Bid Submission rejected during Bid Evaluation due to failing to submit a new Non-Collusion Affidavit, as specified in the correction request.*purchasing@bentonvillear.com - (479) 271-3115



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/14/2024	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Electric
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☒ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☒ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution to award bid IFB 24-02 Re-Bid to MVA Power, Inc for \$335,941.17.
Action Recommendation & Justification:	The City of Bentonville recommends awarding IFB 24-02 re-bid for the t-line switches/steel poles for the transmission line connection between Substation "G" and Substation "I" to MVA Power, Inc. for \$335,941.17 and associated budget adjustment. This is a 2024 budgeted item.
Additional Comments for Consideration (Optional):	See attached bid tabulation. \$1,000,000 was budgeted for the steel poles/switches based on engineers OPC. Total for the steel poles/switches was \$1,329,917.17. There needs to be a \$329,917.17 budget adjustment to cover the additional costs.
Amount for Approval:	\$ 335,941.17

Budget Impact

Is this Item Budgeted? ☐ YES ☒ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

503010-47311	Ovrhead Prim Construction	\$ 335,941.17	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☒ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

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**CITY OF BENTONVILLE
BENTONVILLE, AR**

**SWITCHES, STEEL POLES,
AND MOUNTING HARDWARE
FOR SUBSTATION G – SUBSTATION I**

IFB-24-02

**BID RECOMMENDATION
BID DATE: 1:00 P.M., April 17, 2024**

BIDDER

TOTAL BID PRICE

MVA POWER, INC.

\$ 335,941.17

RECOMMENDATION

*The proposal offered by **MVA POWER, INC.** in the amount of **\$335,941.17** is recommended for acceptance.*

ALLGEIER, MARTIN and ASSOCIATES, INC.



Nicolaus A Jessip, P.E.

04/26/2024



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/14/2024	Submitted By:	Donald Schmidt
Phone:	(479) 271-3140	For Department(s):	Water Utilities
Email:	dschmidt@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☒ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution to purchase two dump trucks through the Sourcewell Co-Op for \$258,587.80
Action Recommendation & Justification:	Resolution requesting Council approval for the purchase of two dump trucks from National Auto Fleet Group through participation in the Sourcewell Cooperative (Co-Op) contract 060920-NAF, for \$258,587.80. Both trucks are approved in the 2024 budget. One truck is budgeted in Sewer Rehab, 503040 and the other is budgeted in Water, 503020.
Additional Comments for Consideration (Optional):	These trucks are replacing two current units (3020-15 and 3040-12) that have several maintenance issues including diesel emission problems. We decided to go with a gas burning option in the new trucks to effectively eliminate the emissions problems.
Amount for Approval:	\$ \$258,587.80

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

4/5/2024

Quote ID#2833HD (R1)

City of Bentonville
3200 Municipal Drive
Bentonville, AR 72712

Dear City of Bentonville,

National Auto Fleet Group is pleased to quote the following sourced item(s) for your consideration. One (1) New/Unused (**2025 Ford F-750 Gas (F7A) Regular Cab 158" WB 84" CA with 10' Henderson Dump Body and Equipment**) and provided by Mr. Phil Carrott with Grand Truck Equipment, each for:

	Contract Price	Two Units (2)
Chassis and Option	\$ 80,000.00	\$ 160,000.00
Henderson Quote	\$ 49,293.90	\$ 98,587.80
Tax (0.00%)	\$ 0.00	\$ 0.00
 Total	 \$ 129,293.90	 \$ 258,587.80

This sourced item(s) is available under the Sourcewell (Formerly Known as NJPA) Contract 060920-NAF. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Ben Rodriguez

HD Contract Manager

BEN@NationalAutoFleetGroup.com

Office (855) 289-6572

Fax (831) 480-8497





HENDERSON

PRODUCTS, INC.

1085 SOUTH THIRD STREET
PO BOX 40, MANCHESTER, IA 52057-0040
PHONE: 563-927-2828

SALES QUOTATION

DATE	PAGE
4/3/2024	1

CUSTOMER: City of Bentonville Water
CONTACT:
ADDRESS: 3200 Municipal Drive
Bentonville, Arkansas USA 72712

QUOTE ID: 181080-19
QUOTE DATE: 4/3/2024
VALID UNTIL: 6/2/2024

PHONE: 497-271-3140
FAX:
EMAIL:

SALESPERSON: Phil Carrott
PHONE: 816-665-3394
CELL:
FAX: 918-782-1011
EMAIL: pcarrott@gmail.com

QUANTITY	DESCRIPTION	LIST PRICE EACH	EXT. LIST PRICE
2	QUOTE 181080-19: Bentonville Water Company CONFIGURATION 2-1: HPI Marke STANDARD FEATURES: DESCRIPTION: HPI USA/ENGLISH, MARK E, CLASSIC, 10' FLOOR LENGTH, MARK E PRODUCT FAMILY COUNTRY/LANGUAGE: USA/ENGLISH FAMILY: MARK E, CLASSIC BODY SIZE/SHAPE FLOOR LENGTH: 10' FLOOR LENGTH SIDE HEIGHT: 30" SIDE HEIGHT MATERIAL/CONSTRUCTION BODY MATERIAL(SIDES/HEADSHEET): 10GA GR50 SIDES/HEADSHEET SIDE BRACES: (1) 10 GA G50 WELD ON SIDE BRACE TOP RAIL/RUB RAIL MATERIAL: 10GA GR50 TOP & RUB RAILS REAR BOLSTER HEIGHT: 8" BOLSTER, 2-1/8" POCKETS REAR BOLSTER MATERIAL: 7GA GR50 REAR BOLSTERS FRONT BOLSTER: NO FRONT BOLSTERS FLOOR MATERIAL: 3/16" AR400 FLOOR HOIST HOIST TYPE: TRN MT HOIST, INTERNAL DH, SA CYLINDER MODEL: CS/G4 2 STD WTY, SALT AP REC* HOOKLIFT A-FRAME: NON-HOOKLIFT HOIST MOUNT TYPE: STANDARD WIDTH CRADLE INSTALL HOIST & CRADLE: UPFITTER INSTALLED H&C LONGSILLS LONGSILLS: 8" I-BEAM LONGSILLS, SKIP WELD MAINTENANCE BODY HINGE MAINTENANCE: GREASEABLE PINS, WITH BUSHINGS TAILGATE TAILGATE STYLE: CONFIGURABLE STANDARD TAILGATE	\$10,590.00 \$267.00 \$28.00 \$1,129.00 (\$558.00) \$6,602.00 \$198.00	\$21,180.00 \$534.00 \$56.00 \$2,258.00 (\$1,116.00) \$13,204.00 \$396.00



HENDERSON

PRODUCTS, INC.

1085 SOUTH THIRD STREET
PO BOX 40, MANCHESTER, IA 52057-0040
PHONE: 563-927-2828

SALES QUOTATION

DATE	PAGE
4/3/2024	2

CUSTOMER: City of Bentonville Water
CONTACT:
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Bentonville, Arkansas USA 72712

QUOTE ID: 181080-19
QUOTE DATE: 4/3/2024
VALID UNTIL: 6/2/2024

PHONE: 497-271-3140
FAX:
EMAIL:

SALESPERSON: Phil Carrott
PHONE: 816-665-3394
CELL:
FAX: 918-782-1011
EMAIL: pcarrott@gmail.com

QUANTITY	DESCRIPTION	LIST PRICE EACH	EXT. LIST PRICE
	TAILGATE SHEET MATERIAL: 3/16" AR400 TAILGATE SHEET	\$509.00	\$1,018.00
	TAILGATE LINER: NO TAILGATE LINER		
	COAL CHUTE: NO COAL CHUTE		
	TAILGATE BRACE: 1 HORIZONTAL TAILGATE BRACE	\$93.00	\$186.00
	TAILGATE LIFT STYLE/LOCATION: SINGLE CENTERED D-RING, TOP BRACE	\$54.00	\$108.00
	TAILGATE RELEASE & CONTROL: DOUBLE ACTING, SS BUSHING, TG RELEASE	(\$73.00)	(\$146.00)
	TAILGATE HINGE: HD, 1-1/2" PIN, 1" PLT, W/BUSHING	\$74.00	\$148.00
	TAILGATE CHAINS: 80" ZINC TAILGATE CHAINS	\$80.00	\$160.00
	BOLSTER CHAIN HOOKS: BANJO CHAIN HOOKS INSTALLED		
	HORIZONTAL J-HOOKS: HORIZONTAL J-HOOKS	\$85.00	\$170.00
	TAILGATE PIN LANYARDS: NO TAILGATE PIN LANYARDS		
	TAILGATE AIR VALVE: TG AIR VALVE ONLY:ELEC CONTROL	\$114.00	\$228.00
	LUBRICATION		
	LUBRICATION: GREASEABLE PINS, JAWS, & SHAFT	\$263.00	\$526.00
	CAB SHIELD		
	CABSHIELD STYLE/WIDTH/OVERHANG: WELD-ON, 22"x86", W/ TARP SHROUD		
	CABSHIELD MATERIAL: GR50, 10GA PANEL, 7GA ENDS	\$1,110.00	\$2,220.00
	CABSHIELD INSTALLATION: CABSHIELD INSTALL HEIGHT TBD	\$198.00	\$396.00
	CABSHIELD OFFSET: CENTERED		
	CABSHIELD LIGHTING: NO CABSHIELD LIGHTS		
	ACCESSORIES & ATTACHMENTS		
	ASPHALT LIP: 12" PIN ON 7GA GR50 ASP LIP, INSTALL	\$899.00	\$1,798.00
	SIDE BOARDS: UPFITTER SUPPLIED SIDEBORDS		
	SIDE LADDER LOCATION: LADDER/GRBHND, DS FRNT, INSTL	\$141.00	\$282.00
	SIDE LADDER TYPE: LADDER, PULLOUT 201SS, FIXED UPR	\$1,094.00	\$2,188.00
	BODY STEPS: NO INTERIOR STEPS		
	ELECTRICAL & LIGHTS		
	RUB RAIL LIGHTING: NO RUB RAIL LIGHTING		
	REAR BOLSTER MARKER LIGHTING: 2.5" RED REAR BLSTR LIGHT	\$47.00	\$94.00
	REAR FACING REAR BOLSTER LIGHT: 1 OBROUND LIGHT	\$46.00	\$92.00



HENDERSON

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1085 SOUTH THIRD STREET
PO BOX 40, MANCHESTER, IA 52057-0040
PHONE: 563-927-2828

SALES QUOTATION

DATE	PAGE
4/3/2024	3

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CONTACT:
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PHONE: 497-271-3140
FAX:
EMAIL:

SALESPERSON: Phil Carrott
PHONE: 816-665-3394
CELL:
FAX: 918-782-1011
EMAIL: pcarrott@gmail.com

QUANTITY	DESCRIPTION	LIST PRICE EACH	EXT. LIST PRICE
	LIGHTING ADD ONS: NO WELD-ON LIGHT BOX		
	LIGHTING PACKAGE: FACTORY LED LIGHTING PACKAGE	\$277.00	\$554.00
	HARNESS CONNECTION POINT: HARNESS CONNECT: CHASSIS REAR	\$104.00	\$208.00
	LIQUID APPLICATION		
	PWS TANKS: NO PREWET TANKS		
	PREWET PREP: NO PREWET BOX BRACKET		
	ACCESSORIES & ATTACHMENTS		
	WALK RAILS: NO WALK RAILS		
	TARP RAILS: NO TARP RAILS		
	VIBRATOR LOCATION: NO VIBRATOR		
	TGS INSTALLATION: NO FACTORY INSTALLED TGS		
	TGS INTEGRATION: NO TGS SPILL SHIELDS		
	TGS/ASPHALT LIP MOUNT HOLES: NO MOUNT HOLES IN BOLSTER		
	PAINT & FINISH		
	FINISH PREP: SANDBLAST & PRIME BODY	\$915.00	\$1,830.00
	PAINT/FINISH: CUSTOM PAINT/FINISH		
	CUSTOM PAINT/FINISH: Powder Paint Black	\$2,935.00	\$5,870.00
	CUSTOM, NON-DEFINED		
	NOTE 1:: ADDITIONAL CUSTOM OPTION		
	CUSTOM OFFERING: Arm style tarp & Flaps	\$6,550.00	\$13,100.00
	NOTE 2:: ADDITIONAL CUSTOM OPTION		
	CUSTOM OFFERING 2: Dump, hydr, tarp freight	\$5,500.00	\$11,000.00
	NOTE 3:: ADDITIONAL CUSTOM OPTIONS		
	CUSTOM OFFERING 3:: Hydraulics & Installation	\$15,500.00	\$31,000.00
	NOTE 4: NO ADDITIONAL CUSTOM OPTIONS		
	NOTE 5: NO ADDITIONAL CUSTOM OPTIONS		
	NOTE 6: NO ADDITIONAL CUSTOM OPTIONS		
	NOTE 7: NO ADDITIONAL CUSTOM OPTIONS		
	NOTE 8: NO ADDITIONAL CUSTOM OPTIONS		
	End Customer: City of Bentonville		



HENDERSON

PRODUCTS, INC.

1085 SOUTH THIRD STREET
PO BOX 40, MANCHESTER, IA 52057-0040
PHONE: 563-927-2828

SALES QUOTATION

Page 4

Quote #181080

Rev #19

DATE

PAGE

CUSTOMER:
CONTACT:
ADDRESS:

QUOTE ID:
QUOTE DATE:
VALID UNTIL:

PHONE:
FAX:
EMAIL:

SALESPERSON:
PHONE:
CELL:
FAX:
EMAIL:

QUANTITY	DESCRIPTION	LIST PRICE EACH	EXT. LIST PRICE
	Due to the volatility in material costs and chassis delays, pricing is subject to change at time of manufacturing and / or upfit. Signed: _____ Date: _____		

Quote Total: \$109,542.00
10% Discount: (\$10,954.20)
Dealer Cost: \$98,587.80
0% Sales Tax: \$0.00
Total Dealer Cost: \$98,587.80

Prepared for: Grand Truck Equipment Phil, Carrott

2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515

Client Proposal

Prepared by:

Deborah Jones

Office: 913-782-0881

Quote ID: GTBENTONV

Date: 03/07/2024



Olathe Ford | 1845 E Santa Fe, Olathe, Kansas, 660621695

Office: 913-782-0881 | Fax: 913-782-9057

Prepared for: Grand Truck Equipment Phil

Carrott
Prepared by: Deborah Jones
03/07/2024



Olathe Ford | 1845 E Santa Fe Olathe Kansas | 660621695

2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: GTBENTONV

As Configured Vehicle

Code	Description
Base Vehicle	
F7A	Base Vehicle Price (F7A)
Engines	
99N	7.3L 2V DEVCT NA PFI V8 Gas - 335 HP @ 3750 rpm Torque: 468 ft.lbs. @ 3750 rpm.
425	50-State Emissions
Transmissions	
44P	Ford TorqShift HD 6-Speed Automatic - Double Overdrive, LESS PTO Provision and Tow/Haul <i>Includes tow/haul.</i>
41B	Transmission Power Take-Off Provision w/LiveDrive Capability and Tow/Haul
Front Wheels & Tires	
643	Wheels, Front 22.5x8.25 White Powder Coated Steel, 10-Hole <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>
T2B	Tires, Front Two 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)
Rear Wheels & Tires	
663	Wheels, Rear 22.5x8.25 White Powder Coated Steel, 10-Hole <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>
R2A	Tires, Rear Four 11R22.5H Goodyear Fuel Max RSA (497 rev/mile)
Brakes	

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Carrott
Prepared by: Deborah Jones
03/07/2024



Olathe Ford | 1845 E Santa Fe Olathe Kansas | 660621695

2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: GTBENTONV

As Configured Vehicle (cont'd)

Code	Description
67H	Hydraulic Brake System - Bosch HydroMax w/Traction Control <i>Full power with automatic adjustment, 4-channel ABS antilock brake system. Includes 12" x 3" (Bosch) DSSA type rear axle mounted parking brake, Orscheln lever control, right of driver and hand operated park brake lever.</i>

Front Axle and Suspension

43P	12,000 lb. Cap. Non-Driving - Dana E-1202I - I-Beam Type
61E	Taper-Leaf Springs, Parabolic - 13,200 lb. Cap <i>3-leaf, 62" x 3.15". Also includes, standard duty, dual, double acting shock absorbers.</i>
15S	Front Stabilizer Bar
60A	Lube, Front Axle, EmGard 50W, Synthetic Oil

Rear Axle and Suspension

475	21,000 lb. Single Reduction - Open - Dana / Spicer 21060S <i>NOTE: When specifying an axle ratio, check performance guidelines for startability and gradeability.</i>
68R	Multi-Leaf Springs - 23,000 lb. Cap <i>11-leaf. Includes 2,000 lb auxiliary springs for load stabilization.</i>
961	Shock Absorbers, Rear - Double Acting
607	Lube, Rear Axle, EmGard 75W-90, Synthetic Oil
X6D	6.50 Axle Ratio

Wheelbase

158WB	158" Wheelbase/84" CA/49" AF/246" OAL
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Frame

536	Single Channel - Straight 'C' 14.18 SM, 120,000 PSI <i>1,701,600 RBM. Heat treated alloy steel; 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm).</i>
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As Configured Vehicle (cont'd)

Code	Description
Exhaust	
91H	Single, Horizontal Muffler - Frame Mounted Right Side Back of Cab w/Catalytic Converter <i>Downward facing, outlet tip.</i>
Fuel Tanks	
65D	Fuel Tank - LH 60 Gallon - Steel
Electrical / Alternator / Battery	
17E	240 Amp Alternator <i>Extra heavy duty 12 Volt.</i>
63B	Battery - Two 900 CCA, 1800 Total, Includes Steel Battery Box <i>12Volt, Motorcraft.</i>
59E	Body Builder Wiring - At End of Frame, Separate - (ILO Standard - Back of Cab Combined) <i>Includes sealed connectors for 2 ground circuits, with separate left/stop, separate right/stop, stop lamps, back up lamps. Also includes 2 additional pass through wires to cab.</i>
17M	Back-Up Alarm - Electric, 102 dBA
16V	Voltmeter <i>Available in message center.</i>
Seats	
88R	30/0/30 Air Ride Driver (Integral Air Pump) & Fixed Passenger w/Console - Vinyl
Cab Interior	
600A	Preferred Equipment Package 600A <i>Includes:</i> - Bumper, Front - Black, Full Width - Wheel Seals, Front - Oil lubricated, SKF ScotSeal PlusXL Seals - Wheel Seals, Rear - Oil lubricated, SKF ScotSeal PlusXL Seals - Painted Grille - Plastic - Lights - Roof Marker/Clearance - Amber Lenses, 5 Lights - Tow Hooks, Front (2) - Frame-Mounted, Painted Black - Floor Covering - Black Vinyl

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As Configured Vehicle (cont'd)

Code	Description
	- Intelligent Oil Life Monitor - Steering Column - Tilt / Telescoping - Steering Wheel - Black PVC w/Integral Cruise Control Switches, includes Audio Controls
87H	Driver Assist Technology Package. Hydraulic Brake <i>Includes Autonomous Emergency Braking, Forward Collision Warning, Lane Departure Warning and Auto High Beam Control.</i> <i>Includes:</i> - Enhanced Cluster w/High-Level 8-Inch Display <i>Electronic speedometer (MPH/KPH) includes oil pressure, coolant temperature, fuel gauge, tachometer and indicator lights. Also included is enhanced 3-button Message Center with odometer, trip odometer, distance to empty for fuel, average fuel economy, hour meter, and warning messages. Transmission temperature in message center.</i>
61M	Rear View Camera w/Mirror Display <i>Rear view mirror video with full length display included in kit. To be installed by Upfitter.</i>
92K	Enhanced Cluster w/High-Level 8-Inch Display <i>Electronic speedometer (MPH/KPH) includes oil pressure, coolant temperature, fuel gauge, tachometer and indicator lights. Also included is enhanced 3-button Message Center with odometer, trip odometer, distance to empty for fuel, average fuel economy, hour meter, and warning messages. Transmission temperature in message center.</i>
90P	Power Equipment Group - (Included in (90A) Appearance Group) <i>Includes power front side windows, power door locks, door trim panel and passive anti-theft system.</i> <i>Includes:</i> - SecuriLock Passive Anti-Theft System <i>The SecuriLock Passive Anti-Theft System is designed to help prevent the engine from being started unless a coded key, programmed to the vehicle, is used. It helps protect against drive-away theft through an electronically coded ignition key, its electronically coded ignition key features billions of possible codes to start the vehicle and is not compatible with non-OEM aftermarket remote start systems.</i> - Remote Keyless Entry w/2 Key Fobs
59F	Four Body Builder Switches - Mounted in Center Instrument Panel <i>With connector access located in engine compartment. Amperages vary by switch: 10, 15, 25, 25.</i>
55P	110 A/C Outlet - in Lower Center Finish Panel
588	Radio: AM/FM Stereo w/2 Speakers, USB input, Clock Display and Bluetooth
85A	SecuriLock Passive Anti-Theft System

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As Configured Vehicle (cont'd)

Code	Description
	<i>The SecuriLock Passive Anti-Theft System is designed to help prevent the engine from being started unless a coded key, programmed to the vehicle, is used. It helps protect against drive-away theft through an electronically coded ignition key, its electronically coded ignition key features billions of possible codes to start the vehicle and is not compatible with non-OEM aftermarket remote start systems.</i>

Cab Exterior

54R	Mirrors, Dual - Heated & Motorized Rectangular, XL2020 - 102" Width <i>Integral spot mirror, sail type, solid black finish.</i>
63F	Aux Spot Mirrors - Front Fender Mounted - (2) Driver Side and Passenger Side

Miscellaneous

PAINT	Paint Type - Environmentally Friendly, "3 - Wet System"
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Exterior Color

YZ_01	Oxford White
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Interior Color

E_01	Gray
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SUBTOTAL
Fuel Charge (12)
Destination Charge

TOTAL

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2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: GTBENTONV

Selected Equip & Specs

Dimensions

- GCWR: 37,000 lbs.
- Vehicle body length: 246.0"
- * **Vehicle body height: 95.2"**
- Front track: 83.8"
- Turning radius (to curb): 21.9'
- Rear tire outside width: 96.0"
- * **Frame section modulus: 14.2 cu.in.**
- * **Frame rail depth: 10.1"**
- * **Frame rail thickness: .3"**
- Front bumper to front axle: 39.0"
- Rear brake diameter: 15.0"
- Leg room first-row: 41.4"
- Hip room first-row: 67.6"
- Driver distance from axle: 54.4"
- Vehicle body width: 96.7"
- Wheelbase: 158.0"
- Rear track: 72.6"
- Cab to axle: 84.0"
- Axle to end of frame: 49.0"
- * **Frame yield strength (psi): 120000.0**
- * **Frame rail width: 3.6"**
- Frame rail section: 9.5"
- Front brake diameter: 15.0"
- Headroom first-row: 40.7"
- Shoulder room first-row: 68.0"

Powertrain

- 7.3L V-8 variable valve control, engine with 335HP
- Injection Type: sequential MPI
- Horsepower: 335 HP@3750 RPM
- Radiator
- RNDM shift indicator
- 6-speed automatic
- Recommended fuel: regular unleaded
- Standard rear differential
- Engine cylinders: V-8
- Spark ignition system
- Torque: 468 lb.-ft.@3750 RPM
- * **Auxiliary power take-off**
- 75 mph speed limiter
- Rear-wheel drive
- Low-speed ABS traction control

Fuel Economy and Emissions

- Federal emissions

Suspension and Handling

- Standard ride suspension
- * **Standard grade rear shock absorbers**
- Standard grade front shock absorbers

Driveability

- Hydraulic disc brakes
- 4-wheel antilock (ABS) brakes
- * **Predictive brake assist system**
- Rigid axle front suspension
- * **Front anti-roll bar**
- Rigid axle rear suspension
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Hill start assist
- Leaf spring front suspension
- Tapered leaf front suspension
- Leaf spring rear suspension

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2025 F-750 Gas Regular Cab Base (F7A)

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Selected Equip & Specs (cont'd)

- Hydraulic power-assist steering system
- 2-wheel steering system
- Re-circulating ball steering

Body Exterior

- Side assist steps
- Clearcoat paint
- Black side window trim
- Black door handles
- 2 front tow hooks
- Black grille
- Black door mirrors
- Convex spotter in driver and passenger side door mirrors
- English measure truck 279/82R22.5 AS BSW front and rear tires
- Steel front wheels
- Steel rear wheels
- 22.5 x 8.25-inch front and dual rear wheels
- 2 doors
- Monotone paint
- Black windshield trim
- Black front bumper
- Straight front bumper ends
- Hood mounted grille
- Trailer style side mirrors
- * **Video-feed rearview mirror**
- White front wheels
- White rear wheels
- Disc rear wheel

Convenience

- * **Power door locks with 2 stage unlocking**
- * **Auto-locking doors**
- * **Power first-row windows**
- Driver foot rest
- Standard glove box
- 2 beverage holders
- Instrument panel bin
- Dual electric horn
- Trip computer
- * **Keyfob activated door locks**
- Cruise control with steering wheel mounted controls
- Partial floor console
- Fixed rear windshield
- Front beverage holders
- * **Driver and passenger door bins**
- Dashboard storage
- Steering column lever gearshift location
- * **Upfitter switches**

Comfort

- Manual climate control
- Full headliner coverage
- Full floor coverage
- Manual telescopic steering wheel
- Cloth headliner material
- Full vinyl floor covering
- Manual tilting steering wheel
- Urethane steering wheel

Seats and Trim

- Seating capacity: 2
- Folding driver seat back
- * **Driver seat air suspension**
- Manual fore/aft
- Bucket driver seat
- Low driver seat back
- 4 driver seats way-direction
- Bucket passenger seat

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2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: GTBENTONV

Selected Equip & Specs (cont'd)

- * **Folding passenger seat back**
 - 4 passenger seats way-direction
- * **Fixed passenger seat headrest**
 - Front passenger seat armrest
- Low passenger seat back
- Manual fore/aft
- Driver seat armrest
- Vinyl front seat upholstery

Entertainment Features

- * **1 total number of 1st row displays**
 - In-vehicle audio
 - FM radio
 - Auxiliary input jack
 - Speakers number: 2
 - Steering wheel mounted audio controls
 - Fixed audio antenna
- AM/FM stereo radio
- AM radio
- Seek scan
- External memory control
- Standard grade speakers
- Wireless audio streaming

Lighting, Visibility and Instrumentation

- Analog instrumentation display
- In-radio display clock
- * **Gauge cluster display size (inches): 8.00**
 - Oil pressure gauge
- * **Voltmeter**
 - Transmission fluid temperature gauge
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- * **Auto high-beam headlights**
 - Variable intermittent front windshield wipers
 - Front reading lights
 - Variable instrument panel light
 - Cab clearance lights
- Trip odometer
- Driver information center
- Tachometer
- Engine/electric motor temperature gauge
- Oil temperature gauge
- Engine hour meter
- Aero-composite headlights
- Auto on/off headlight control
- Delay-off headlights
- DRL preference setting
- Speed sensitive wipers
- * **Illuminated entry**
 - Daytime running lights
 - Delay interior courtesy lights

Technology and Telematics

- Bluetooth handsfree wireless device connectivity
- 1 USB port

Safety and Security

- * **Immobilizer**
 - Vehicle tracker
- * **Rear mounted camera**
- * **Back-up alarm**
- * **Remote panic alarm**
- * **Forward collision mitigation**
 - Electronic stability control system

Dimensions

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Price Level: 515 | Quote ID: GTBENTONV

Selected Equip & Specs (cont'd)*General Weights*

* Curb weight	9,420 lbs.	* Rear curb weight	3,608 lbs.
Front GAWR	12000 lbs.	Rear GAWR	21000 lbs.
GVWR	33000 lbs.	GCWR	37000 lbs.

Trailing Weights

GCWR	37,000 lbs.
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Weights

Maximum GVWR	37,000 lbs.
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* Nominal RBM (in.-lbs.)	1,701,600 nominal RBM (in.-lbs.)
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* Max RBM (in.-lbs.)	1,780,800 max RBM (in.-lbs.)
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Front Weights

* Front curb weight	5,812 lbs.	* Axle capacity front	12,000 lbs.
* Spring rating front	13,200 lbs.	Tire/wheel capacity front	12,350 lbs.

Rear Weights

Axle capacity rear	21,000 lbs.	* Spring rating rear	23,000 lbs.
* Tire/wheel capacity rear	24,020 lbs.		

Exterior Measurements

Vehicle body length	246.0"	Vehicle body width	96.7"
* Vehicle body height	95.2"	Wheelbase	158.0"
* Front frame height loaded	35.3"	Front brake diameter	15.0"
* Front frame height unloaded	37.4"	Rear brake diameter	15.0"
* Rear frame height loaded	36.8"	* Rear frame height unloaded	38.2"
Turning radius (to bumper)	23.5'	Width - mirrors folded	90.7"
Width - mirrors extended	121.9"	Front track	83.8"
Rear track	72.6"	Driver distance from axle	54.4"
Turning radius (to curb)	21.9'	Cab to axle	84.0"
Rear tire outside width	96.0"	Axle to end of frame	49.0"
* Frame section modulus	14.2 cu.in.	* Frame yield strength (psi)	120000.0
* Frame rail depth	10.1"	* Frame rail width	3.6"
* Frame rail thickness	.3"	Frame rail section	9.5"
Front bumper to front axle	39.0"		

Headroom

Headroom first-row	40.7"
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Legroom

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Selected Equip & Specs (cont'd)

Leg room first-row 41.4"

Shoulder Room

Shoulder room first-row 68.0"

Hip Room

Hip room first-row 67.6"

Powertrain

Engine

Engine 7.3L V-8 variable valve control, engine with 335HP

Engine cylinders V-8

Engine location Front mounted engine

Engine mounting direction Longitudinal mounted engine

Cylinder head material Aluminum cylinder head

Valves per cylinder 2

Injection type sequential MPI

Ignition Spark ignition system

Engine block material Iron engine block

Engine Specs

Displacement 7.3L

Bore 4.22"

Compression ratio 10.5

cc 445 cu.in.

Stroke 3.98"

Engine Power

Horsepower 335 HP@3750 RPM

Torque 468 lb.-ft.@3750 RPM

Alternator

* **Alternator amps** **240A**

Alternator type Heavy-duty alternator

Battery

* **Battery type** **Dual lead acid battery**

Battery step Battery step

Battery run down protection Battery run down protection

* **Battery rating** **1800CCA**

Battery location Battery location forward right

Engine Extras

Radiator Radiator

Shift indicator RNDM shift indicator

* **Auxiliary power take-off** **Auxiliary power take-off**

Transmission

Transmission 6-speed automatic

Speed limiter 75 mph speed limiter

Lock-up transmission Lock-up transmission

Transmission electronic control Transmission electronic control

Overdrive transmission Overdrive transmission

First gear ratio 3.974

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Selected Equip & Specs (cont'd)

Second gear ratio	2.318	Third gear ratio	1.516
Fourth gear ratio	1.149	Fifth gear ratio	0.858
Sixth gear ratio	0.674	Reverse gear ratio	3.128
Stall ratio	2	Selectable mode transmission	Tow/Haul Mode
Transmission oil cooler	Transmission oil cooler	selectable mode transmission	
		* PTO transmission provision	PTO transmission provision

Drive Type

Drive type Rear-wheel drive

Drivetrain

* Axle ratio 6.5 Axle speed Single axle speed

Exhaust

Tailpipe Non stainless steel single exhaust
Additional muffler type horizontal
Additional muffler location right
Additional tailpipe type horizontal
Additional tailpipe location right

Fuel

Fuel type regular unleaded

Fuel Tank

Front left fuel tank shape rectangular * Front left fuel tank capacity 59.99 US gallons

Drive Feature

Traction control Low-speed ABS traction control Differential Standard rear differential

Fuel Economy and Emissions

Emissions

Emissions Federal emissions

Suspension and Handling

Suspension

Suspension Standard ride suspension
Front shock absorbers Standard grade front shock absorbers
* Rear shock absorbers Standard grade rear shock absorbers

Driveability

Brakes

Brake type Hydraulic disc brakes
Ventilated brakes Front and rear ventilated disc brakes

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2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: GTBENTONV

Selected Equip & Specs (cont'd)

ABS brakes	Four channel ABS brakes	ABS brakes	4-wheel antilock (ABS) brakes
<i>Brake Assistance</i>			
Hill start assist	Hill start assist	* Brake assist system	Predictive brake assist system
<i>Front Suspension</i>			
* Anti-roll bar front	Front anti-roll bar	Suspension ride type front	Rigid axle front suspension
Suspension type front	Leaf spring front suspension		
<i>Front Spring</i>			
Regular front springs	Regular front springs	Springs front	Tapered leaf front suspension
<i>Rear Spring</i>			
Springs rear	Multi-leaf rear suspension	Rear springs	Regular grade rear springs
Auxiliary rear spring	Rubber auxiliary rear spring		
<i>Rear Suspension</i>			
Suspension type rear	Leaf spring rear suspension	Suspension ride type rear	Rigid axle rear suspension
<i>Steering</i>			
Steering	Hydraulic power-assist steering system	Steering type	Re-circulating ball steering
Steering type number of wheels	2-wheel steering system		

Exterior

<i>Front Wheels</i>			
Front wheels diameter	22.5"	Front wheels width	8.3"
<i>Rear Wheels</i>			
Rear wheels diameter	22.5"	Rear wheels width	8.3"
<i>Front And Rear Wheels</i>			
Appearance	none		
<i>Front Tires</i>			
Aspect	82	Diameter	22.5"
Sidewalls	BSW	Tread	AS
Type	english measure truck tire	Width	279mm
Front wheel - RPM	497		
<i>Rear Tires</i>			
Aspect	82	Diameter	22.5"

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2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: GTBENTONV

Selected Equip & Specs (cont'd)

Sidewalls	BSW	Tread	AS
Type	english measure truck tire	Width	279mm
Rear wheel - RPM	497		

Body Exterior

Exterior Features

Number of doors	2 doors	Side steps	Side assist steps
Front splash guards	Front splash guards		

Frame

Clean CA frame	Clean CA frame
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Body

Body panels	Composite and galvanized steel body panels
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Mirrors

Convex spotter	Convex spotter in driver and passenger side door mirrors	* Video rearview mirror	Video-feed rearview mirror
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Tires

Front tires LT load rating	G	* Rear tires LT load rating	H
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Wheels

Front wheel type	Disc front wheel	Dual rear wheels	Dual rear wheels
Number of front wheel studs	10 front wheel studs	Number of rear wheel studs	10 rear wheel studs

Convenience

Door Locks

* Door locks	Power door locks with 2 stage unlocking	* Keyfob door locks	Keyfob activated door locks
* Auto door locks	Auto-locking doors		

Cruise Control

Cruise control	Cruise control with steering wheel mounted controls
----------------	---

Exterior Mirrors

* Door mirrors	Power door mirrors	Folding door mirrors	Manual folding door mirrors
Heated door mirrors	Heated driver and passenger side door mirrors		

Front Side Windows

* First-row windows	Power first-row windows
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Price Level: 515 | Quote ID: GTBENTONV

Selected Equip & Specs (cont'd)

Floor Console

Floor console Partial floor console

Passenger Visor

Visor passenger mirror Passenger visor mirror

Power Outlets

12V power outlets 2 12V power outlets

* 120V AC power outlets 1 120V AC power outlet

Pedals

Driver foot rest Driver foot rest

Rear Windshield

Rear windshield Fixed rear windshield

Storage

* Door bins front Driver and passenger door bins

Number of beverage holders 2 beverage holders

Beverage holders Front beverage holders

Glove box Standard glove box

Instrument panel storage Instrument panel bin

Dashboard storage Dashboard storage

Windows Feature

* One-touch up window Driver and passenger one-touch up windows

* One-touch down window Driver and passenger one-touch down windows

Miscellaneous

Trip computer Trip computer

Gearshift location Steering column lever gearshift location

* Upfitter switches Upfitter switches

Horn Dual electric horn

Comfort

Climate Control

Climate control Manual climate control

Headliner

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

Floor Trim

Floor covering Full vinyl floor covering

Floor coverage Full floor coverage

Steering Wheel

Steering wheel telescopic Manual telescopic steering wheel

Steering wheel material Urethane steering wheel

Steering wheel tilt Manual tilting steering wheel

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2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: GTBENTONV

Selected Equip & Specs (cont'd)

Seats and Trim

Seat Capacity

Seating capacity 2

Front Seats

Front seat type Bucket driver seat

Driver seat back Folding driver seat back

* Driver seat suspension Driver seat air suspension

Driver seat fore/aft Manual fore/aft

Passenger seat back type ... Low passenger seat back

Passenger seat fore/aft Manual fore/aft

Armrests front driver Driver seat armrest

Front Seat Trim

Front seat upholstery Vinyl front seat upholstery

Gearshifter Material

Gearshifter material Urethane gear shifter material

Front seat type Bucket passenger seat

Driver seat back type Low driver seat back

Driver seats way-direction 4 driver seats way-direction

* Passenger seat back Folding passenger seat back

Passenger seats way-direction 4 passenger seats way-direction

* Passenger headrest type Fixed passenger seat headrest

Armrests front passenger Front passenger seat armrest

Front seatback upholstery Carpet front seatback upholstery

Entertainment Features

LCD Displays

* Number of first-row LCD displays 1 total number of 1st row displays

Radio Features

Aux input jack Auxiliary input jack

Seek scan Seek scan

External memory External memory control

Speakers

Speakers Standard grade speakers

Speakers number 2

Audio Features

Steering mounted audio control Steering wheel mounted audio controls

Wireless streaming Wireless audio streaming

Lighting, Visibility and Instrumentation



2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: GTBENTONV

Selected Equip & Specs (cont'd)

Instrumentation

Trip odometer Trip odometer Instrumentation display ... Analog instrumentation display

Instrumentation Displays

Driver information center Driver information center Clock In-radio display clock

Instrumentation Gauges

Tachometer Tachometer Oil pressure gauge Oil pressure gauge
Oil temperature gauge Oil temperature gauge Transmission temperature gauge Transmission fluid temperature gauge
* Voltmeter Voltmeter Engine/electric motor temperature gauge Engine/electric motor temperature gauge
* Gauge cluster display size (inches) 8.00 Engine hour meter Engine hour meter

Instrumentation Warnings

Oil pressure warning Oil pressure warning Low fuel warning Low fuel warning
Low brake fluid warning .. Low brake fluid warning Battery charge warning .. Battery charge warning
Headlights on reminder .. Headlights on reminder Key in vehicle warning Key in vehicle warning
Door ajar warning Door ajar warning Service interval warning .. Service interval indicator
Transmission fluid temperature warning Transmission fluid temp warning

Glass

Tinted windows Light tinted windows

Headlights

Headlights Halogen headlights Headlight type Aero-composite headlights
Auto headlights Auto on/off headlight control Multiple headlights Multiple enclosed headlights
Delay off headlights Delay-off headlights * Auto high-beam headlights ... Auto high-beam headlights
DRL preference setting ... DRL preference setting

Front Windshield

Wipers... Variable intermittent front windshield wipers Speed sensitive wipers... Speed sensitive wipers

Interior Lighting

* Illuminated entry Illuminated entry Variable panel light Variable instrument panel light
Front reading lights Front reading lights

Lights

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Prepared for: Grand Truck Equipment Phil

Carrott
Prepared by: Deborah Jones
03/07/2024



Olathe Ford | 1845 E Santa Fe Olathe Kansas | 660621695

2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: GTBENTONV

Selected Equip & Specs (cont'd)

Running lights	Daytime running lights	Interior courtesy lights	Delay interior courtesy lights
Clearance lights	Cab clearance lights		

Technology and Telematics

Connectivity

Handsfree Bluetooth handsfree wireless device connectivity

USB Ports

USB ports 1 USB port

Safety and Security

Security System

* Immobilizer	Immobilizer	* Remote panic alarm	Remote panic alarm
Vehicle tracker	Vehicle tracker		

Active Driving Assistance

* Forward collision warning Forward collision mitigation

Cameras

* Rear camera Rear mounted camera

Traction Control

Electronic stability control Electronic stability control system

Parking Sensors

* Back up alarm Back-up alarm

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Olathe Ford | 1845 E Santa Fe Olathe Kansas | 660621695

2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: GTBENTONV

Warranty

Standard Warranty

<i>Basic Warranty</i>	
Basic warranty	24 months/unlimited
<i>Powertrain Warranty</i>	
Powertrain warranty	60 months/100,000 miles
<i>Corrosion Perforation</i>	
Corrosion perforation warranty	36 months/unlimited
<i>Roadside Assistance Warranty</i>	
Roadside warranty	24 months/unlimited
<i>Frame Rail Warranty</i>	
Frame Rail Warranty	60 months/unlimited

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Prepared for: Grand Truck Equipment Phil

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03/07/2024



Olathe Ford | 1845 E Santa Fe Olathe Kansas | 660621695

2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: GTBENTONV

Major Equipment

(Based on selected options, shown at right)

6-speed automatic

- * Side assist steps
- * White rear wheels
- * Disc rear wheel
- * Front tires LT load rating: G
- * Overdrive transmission
- * Transmission electronic control
- * Alternator Amps: 240A
- * Low-speed ABS traction control
- * Dual lead acid battery
- * Injection Type: sequential MPI
- * Steering wheel mounted audio controls
- * AM/FM stereo radio
- * Auxiliary input jack
- * Vehicle body length: 246.0"
- * Cab to axle: 84.0"
- * Axle capacity rear: 21,000 lbs.
- * Axle capacity front: 12,000 lbs.
- * Standard ride suspension
- * Trip computer
- * Heated driver and passenger side door mirrors

Exterior: Oxford White

Interior: Gray

- * White front wheels
- * Steel rear wheels
- * 22.5 x 8.25-inch front and dual rear wheels
- * English measure truck 279/82R22.5 AS BSW front and rear tires
- * Lock-up transmission
- * PTO transmission provision
- * Non stainless steel single exhaust
- * Battery rating: 1800CCA
- * Battery run down protection
- * Auxiliary power take-off
- * Wireless audio streaming
- * Seek scan
- * External memory control
- * Wheelbase: 158.0"
- * Axle to end of frame: 49.0"
- * Tire/wheel capacity rear: 24,020 lbs.
- * Spring rating front: 13,200 lbs.
- * Dual electric horn
- * Power door mirrors
- * Manual folding door mirrors

As Configured Vehicle

STANDARD VEHICLE PRICE

Preferred Equipment Package 600A

7.3L 2V DEVCT NA PFI V8 Gas - 335 HP @ 3750 rpm

50-State Emissions

Ford TorqShift HD 6-Speed Automatic - Double Overdrive,
LESS PTO Provision and Tow/Haul

Wheels, Front 22.5x8.25 White Powder Coated Steel, 10-
Hole

Tires, Front Two 11R22.5G Goodyear Fuel Max RSA (497
rev/mile)

Wheels, Rear 22.5x8.25 White Powder Coated Steel, 10-
Hole

Hydraulic Brake System - Bosch HydroMax w/Traction
Control

21,000 lb. Single Reduction - Open - Dana / Spicer
21060S

158" Wheelbase/84" CA/49" AF/246" OAL

Single, Horizontal Muffler - Frame Mounted Right Side Back
of Cab w/Catalytic Converter

14 Gal. Single Tank Fuel Fill. Mandatory Charge Applied,
Based On Tank Selection

Radio: AM/FM Stereo w/2 Speakers, USB input, Clock
Display and Bluetooth

Prepared for: Grand Truck Equipment Phil

Carrott

Prepared by: Deborah Jones

03/07/2024



Olathe Ford | 1845 E Santa Fe Olathe Kansas | 660621695

2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: GTBENTONV

Major Equipment

- | | |
|----------------------------------|---|
| * DRL preference setting | * Daytime running lights |
| * Light tinted windows | * Variable intermittent front windshield wipers |
| * Speed sensitive wipers | * Electronic stability control system |
| * Immobilizer | * Manual climate control |
| * Bucket driver seat | * Folding driver seat back |
| * Low driver seat back | * Driver seat air suspension |
| * 4 driver seats way-direction | * Manual fore/aft |
| * Bucket passenger seat | * Folding passenger seat back |
| * Low passenger seat back | * 4 passenger seats way-direction |
| * Manual fore/aft | * Fixed passenger seat headrest |
| * Driver seat armrest | * Front passenger seat armrest |
| * Vinyl front seat upholstery | * Carpet front seatback upholstery |
| * Hydraulic disc brakes | * 4-wheel antilock (ABS) brakes |
| * Predictive brake assist system | * Hill start assist |

Fuel Economy

City
N/A



Hwy
N/A

As Configured Vehicle

Paint Type - Environmentally Friendly, "3 - Wet System"

Bumper, Front - Black, Full Width

Wheel Seals, Front - Oil lubricated, SKF ScotSeal PlusXL Seals

Wheel Seals, Rear - Oil lubricated, SKF ScotSeal PlusXL Seals

Painted Grille - Plastic

Lights - Roof Marker/Clearance - Amber Lenses, 5 Lights

Tow Hooks, Front (2) - Frame-Mounted, Painted Black

Floor Covering - Black Vinyl

Intelligent Oil Life Monitor

Steering Column - Tilt / Telescoping

Steering Wheel - Black PVC w/Integral Cruise Control Switches, includes Audio Controls

Tires, Rear Four 11R22.5H Goodyear Fuel Max RSA (497 rev/mile)

12,000 lb. Cap. Non-Driving - Dana E-1202I - I-Beam Type

Multi-Leaf Springs - 23,000 lb. Cap

Single Channel - Straight 'C' 14.18 SM, 120,000 PSI

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03/07/2024



Olathe Ford | 1845 E Santa Fe Olathe Kansas | 660621695

2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: GTBENTONV

As Configured Vehicle

- Fuel Tank - LH 60 Gallon - Steel
- Battery - Two 900 CCA, 1800 Total, Includes Steel Battery Box
- 30/0/30 Air Ride Driver (Integral Air Pump) & Fixed Passenger w/Console - Vinyl
- Mirrors, Dual - Heated & Motorized Rectangular, XL2020 - 102" Width
- Gray
- Oxford White
- Transmission Power Take-Off Provision w/LiveDrive Capability and Tow/Haul
- Taper-Leaf Springs, Parabolic - 13,200 lb. Cap
- Front Stabilizer Bar
- Lube, Front Axle, EmGard 50W, Synthetic Oil
- Shock Absorbers, Rear - Double Acting
- Lube, Rear Axle, EmGard 75W-90, Synthetic Oil
- 6.50 Axle Ratio
- 240 Amp Alternator
- Body Builder Wiring - At End of Frame, Separate - (ILO Standard - Back of Cab Combined)
- Back-Up Alarm - Electric, 102 dBA

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Olathe Ford | 1845 E Santa Fe Olathe Kansas | 660621695

2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: GTBENTONV

As Configured Vehicle

- Voltmeter
- Driver Assist Technology Package. Hydraulic Brake
- Enhanced Cluster w/High-Level 8-Inch Display
- Rear View Camera w/Mirror Display
- Power Equipment Group - (Included in (90A) Appearance Group)
- SecuriLock Passive Anti-Theft System
- Remote Keyless Entry w/2 Key Fobs
- Four Body Builder Switches - Mounted in Center Instrument Panel
- 110 A/C Outlet - in Lower Center Finish Panel
- Aux Spot Mirrors - Front Fender Mounted - (2) Driver Side and Passenger Side

SUBTOTAL

Destination Charge

TOTAL

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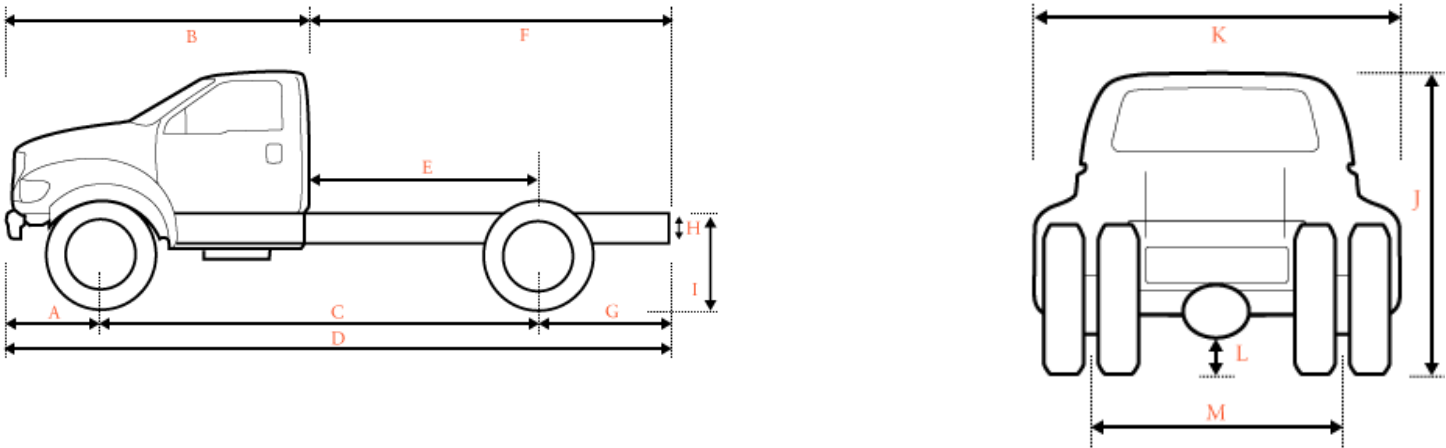


2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: GTBENTONV

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Dimensions

A	Front of Bumper to Front Axle	39.00 in.
B	Front Bumper to Back of Cab (BBC)	113.00 in.
C	Wheelbase (WB)	158.00 in.
D	Overall Length (OAL)	246.00 in.
E	Back of Cab to Rear Axle (CA)	84.00 in.
F	Back of Cab to End of Frame	133.00 in.
G	Rear Axle to End of Frame (AF)	49.00 in.
H	Frame Section Height	10.10 in.
I	Rear Frame Height Unloaded	38.20 in.
I	Rear Frame Height Loaded	36.80 in.
J	Cab Height	95.20 in.
K	Body Width	96.70 in.
L	Maximum Ground Clearance	N/A
L	Minimum Ground Clearance	N/A
M	Front Tread	83.80 in.
M	Rear Tread	72.60 in.

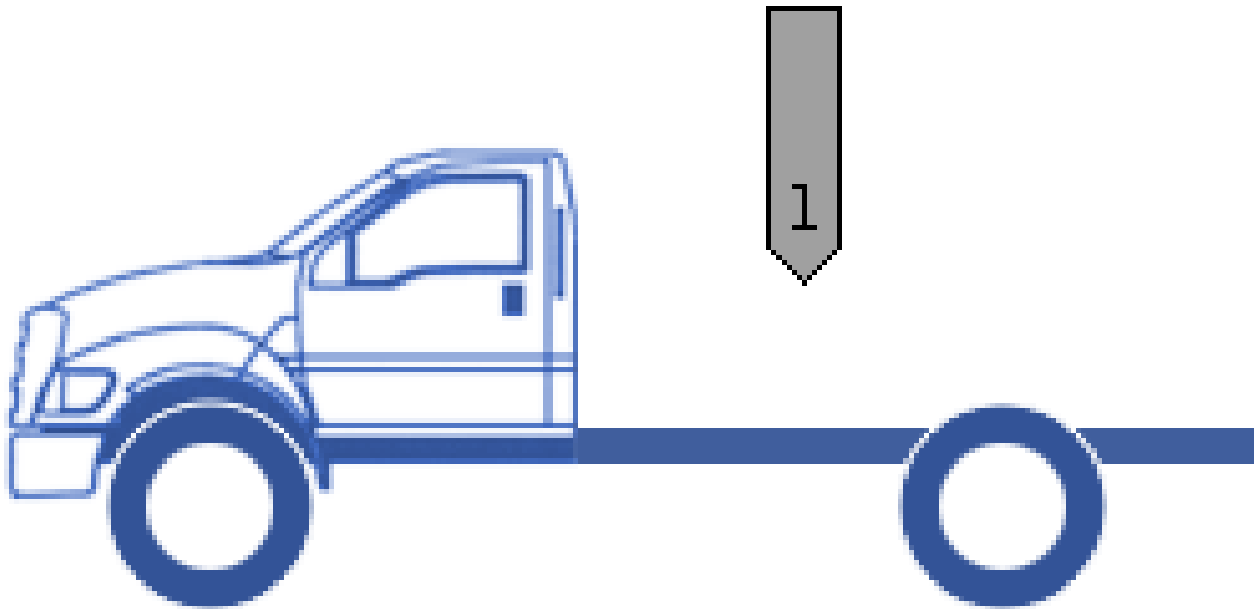
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2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: GTBENTONV

Vehicle Dimension and Performance Summary (cont'd)



Weight

Licensing

GVWR exceeds 26,000 lbs and requires a Commercial Driver's License (CDL). Contact your local state commercial driver licensing office for specifics on what your state requires.

GVW	Front Axle	Rear Axle	Totals
Chassis	5,812 lbs	3,608 lbs	9,420 lbs
Body	0 lbs	0 lbs	0 lbs
Occupants Weight	200 lbs	100 lbs	300 lbs
Fuel	40 lbs	20 lbs	60 lbs
1 Max Payload - (Max Payload)	5,948 lbs	17,272 lbs	23,220 lbs
TOTAL	12,000 lbs	21,000 lbs	33,000 lbs

Ratings	Front Axle	Rear Axle	GVWR
GAWR	12,000 lbs	21,000 lbs	33,000 lbs
Wheels/Tires	12,350 lbs	24,020 lbs	
Suspension	13,200 lbs	23,000 lbs	
Axle	12,000 lbs	21,000 lbs	
Legal Axle Limit	0 lbs	0 lbs	

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Carrott
Prepared by: Deborah Jones
03/07/2024

Olathe Ford | 1845 E Santa Fe Olathe Kansas | 660621695

2025 F-750 Gas Regular Cab Base (F7A)

Price Level: 515 | Quote ID: GTBENTONV

Vehicle Dimension and Performance Summary (cont'd)

Start, Grade and Speed

Shift Indicator

Vehicle equipped **without** Park Pawl. Shift indicator will display **RNDM**.

Start	Ratio	Desired	Calculated
Start grade capability in 1st gear	3.97	15.00 %	17.02 %
Start grade capability in reverse	3.13	15.00 %	13.39 %
Grade	Ratio	Desired	Calculated
Maximum grade in 4th gear	1.15	3.00 %	4.92 %
Maximum grade in 5th gear	0.86	3.00 %	3.67 %
Maximum grade in 6th gear	0.67	3.00 %	2.89 %
Speed		Desired	Calculated
Top Speed (level grade)		75 mph	103 mph
To meet your requirement you need a maximum axle ratio of 10.75			
Top Speed on 3% grade		55 mph	
To meet your requirement you need a maximum of 198 hp			
Cruise Speed		60 mph	72 mph
Engine RPM at desired cruise speed			2,177 rpm

Variables in Use

Start

Rear axle ratio:	6.50	Clutch engagement torque:	234 ft.lbs.
Tire size:	11R22.5 (497 rev/mile)	Torque conversion ratio:	2.00
Gross Vehicle Weight (GVW):	33,000 lbs		

Grade

Rear axle ratio:	6.50	Gross Vehicle Weight (GVW):	33,000 lbs
Tire size:	11R22.5 (497 rev/mile)	Peak engine torque:	468 ft.lbs.

Speed

Engine Power:	335 hp @ 3,750 rpm	Worst road surface	Typical Highway
Peak Torque RPM:	3,750 rpm	Final Drive Ratio:	0.67
Frontal Area:	57.89 Sq.Ft.	Drag Coefficient	0.80
Cruising RPM	2,600 rpm		

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City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/14/2024	Submitted By:	Mike Bender
Phone:	479-271-3140	For Department(s):	Water Utilities
Email:	mbender@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☒ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Budget Adjustment for Emergency Repair of 48" Water Transmission Main
Action Recommendation & Justification:	Budget adjustment to recognize total expenses for the repair of the City's 48-inch water transmission main in the amount of \$96,373.64. This is in addition to the original adjustment of \$200,000.00 when the emergency contract was approved. This adjustment includes costs for Crossland Heavy Contractors, City labor and equipment, City material, and cost of lost water.
Additional Comments for Consideration (Optional):	Total cost of emergency repair was \$296,373.64. See attachment for breakdown of costs and associated accounts for budget adjustment.
Amount for Approval:	\$ 96,373.64

Budget Impact

Is this Item Budgeted? ☐ YES ☒ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☒ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

MEMO

To: City Council, Mayor Orman**From:** Mike Bender**CC:****Date:** May 14, 2024**Re:** 48-inch Emergency Repair near Hwy 112 – Budget Adjustment for Final Costs

Staff is requesting City Council approval of a budget adjustment in the amount of \$96,373.64 to cover costs associated with the emergency repair on the City's 48-inch water transmission line near Hwy 112 in Cave Springs. The City Council approved an emergency repair contract with Crossland Heavy Contractors, Inc (Crossland) on April 23. The ordinance associated with the award included a budget adjustment of \$200,000.00 to Account 503020-47321 Improvements Other – Line Improvements based on initial estimates for work to be performed by Crossland. Final costs, including City labor and materials have been calculated for the repair. See summary below for final costs which has been billed to the contractor responsible for the damage.

Osage Repair			
Emergency Repair of 48" Main			
West side of Hwy 112 just south of Osage Creek north of Wallis Road			
Total Costs			
Crossland Heavy Construction Contract	\$151,045.13		
City Staff Labor	\$26,078.75		
City Equipment	\$700.00		
Material provided by City	\$102,308.79		
Water (10,546,083 gals. @ 1.54/1,000)	\$16,240.97		
Total	\$296,373.64		
Budget Adjustment			
Item Description	Account Number	Account Description	Amount
Crossland Contract and City Materials	503020-47321	Improvements Other - Line Improvements	\$253,353.92
City Equipment	503020-44440	Machine/Equipment	\$700.00
Purchase of Lost Water	503020-46110	Purchase of Power	\$16,240.97
City Staff Labor	503020-41310	Overtime Wages	\$21,207.41
FICA costs of City Labor	503020-41510	FICA	\$1,622.37
APERS costs of City Labor	503020-41810	APERS	\$3,248.98
			\$296,373.64
Total budget adjustment for total cost of emergency repair			\$296,373.64
Budget Adjustment with original approval of emergency contract to account 503020-47321			\$200,000.00
Final budget adjustment to cover remaining costs			\$96,373.64

Thank you for your consideration of this request.

Bentonville 48" WL Point Repair #1 (Cave Springs) Billing Worksheet					
Pay App #: 1			Date:		4/22/2024
Item Number	Bid Item	Qty	UOM2	Unit Cost	Total Cost
1	Mobilization	1	LS	\$3,512.00	\$3,462.60
2	Labor	691.4	HOURS	\$93.50	\$64,642.63
3	Equipment	1	LS	\$25,086.80	\$25,086.80
4	Concrete Pump Truck	1	LS	\$1,237.15	\$1,237.15
5	Concrete Materials	60	CY	\$155.00	\$9,300.00
6	Trench Boxes & Street Plates	1	LS	\$341.63	\$341.63
7	Small Tools & Supplies	1	LS	\$4,978.84	\$4,978.84
8	Dump Truck	0.75	HR	\$95.00	\$71.25
9	Erosion Control, Welding & Dewatering Sub	1	LS	\$27,408.60	\$27,408.60
10	Pipe Materials	1	LS	\$784.25	784.25
11	Overhead & Profit	1	LS	10%	\$13,731.38
				Grand Total	\$151,045.13

Bentonville 48" WL Point Repair #1 (Cave Springs) Cost Category Breakdown

LABOR BREAKDOWN						
Employee	Phase	Cost Type	Type	Hours	Rate	Cost Amount
JASON C. DEZURIK	1001-3308-018 DEMO & RPR 48in WL	L (CONSTR SALARIES)	PR-Employee	87.85	\$ 120.00	\$ 10,542.00
JACK H. GRAYSON JR	1001-3308-018 DEMO & RPR 48in WL	L (CONSTR SALARIES)	PR-Employee	28.5	\$ 120.00	\$ 3,420.00
DYLAN GREGORY	1001-3308-018 DEMO & RPR 48in WL	L (CONSTR SALARIES)	PR-Employee	19	\$ 120.00	\$ 2,280.00
KEVIN ERIBERTO GUTIERREZ	1001-3308-018 DEMO & RPR 48in WL	L (CONSTR SALARIES)	PR-Employee	24	\$ 41.00	\$ 984.00
TY G HARRIS	1001-3308-018 DEMO & RPR 48in WL	L (CONSTR SALARIES)	PR-Employee	24	\$ 41.00	\$ 984.00
GARED L HOLT	1001-3308-018 DEMO & RPR 48in WL	L (CONSTR SALARIES)	PR-Employee	59.18	\$ 41.00	\$ 2,426.38
DEAN G HORSTMANN	1001-3308-018 DEMO & RPR 48in WL	L (CONSTR SALARIES)	PR-Employee	8.98	\$ 120.00	\$ 1,077.60
BRYAN J LOWERY	1001-3308-018 DEMO & RPR 48in WL	L (CONSTR SALARIES)	PR-Employee	48.02	\$ 120.00	\$ 5,762.40
MATTHEW MATHENY	1001-3308-018 DEMO & RPR 48in WL	L (CONSTR SALARIES)	PR-Employee	88.65	\$ 120.00	\$ 10,638.00
STANLEY SEBASTIAN RANKIN	1001-3308-018 DEMO & RPR 48in WL	L (CONSTR SALARIES)	PR-Employee	47	\$ 41.00	\$ 1,927.00
COURTNEY J WILLIAMS	1001-3308-018 DEMO & RPR 48in WL	L (CONSTR SALARIES)	PR-Employee	52.61	\$ 120.00	\$ 6,313.20
JUSTIN L. WILLIAMS	1001-3308-018 DEMO & RPR 48in WL	L (CONSTR SALARIES)	PR-Employee	40.46	\$ 120.00	\$ 4,855.20
ROSS WILMOTH IV	1001-3308-018 DEMO & RPR 48in WL	L (CONSTR SALARIES)	PR-Employee	81.5	\$ 41.00	\$ 3,341.50
TANNER WRIGHT	1001-3308-018 DEMO & RPR 48in WL	L (CONSTR SALARIES)	PR-Employee	6.98	\$ 120.00	\$ 837.60
BILL HAGENBURGER				67.67	\$ 125.00	\$ 8,458.75
JASON NECESSARY				5	\$ 125.00	\$ 625.00
GUNTER DEZURIK				2	\$ 85.00	\$ 170.00
Total				691.4		\$ 64,642.63

EQUIPMENT BREAKDOWN						
Description (name)	Phase	Cost Type	Type	Hours	Rate	Cost Amount
DOZER, CAT D5K2 XL, WINCH	0200-0102-026 (CRAWLER DOZER SMALL)	E (EQUIPMENT)	EQ-Equipment	56	\$ 75.35	\$ 4,219.60
EXCAVATOR, CAT 336 (TC) DB AUX -20 JI	0200-0102-036 (EXCAVATOR SMALL 36 TO 44 TON)	E (EQUIPMENT)	EQ-Equipment	60	\$ 132.76	\$ 7,965.60
EXCAVATOR, CAT 345C HT	0200-0102-038 (EXCAVATOR MEDIUM 44 TO 55 TON)	E (EQUIPMENT)	EQ-Equipment	60	\$ 163.36	\$ 9,801.60
BREAKER, HYDRAULIC, TRACKHOE	0200-0102-999 (MISC EQUIPMENT)	E (EQUIPMENT)	EQ-Equipment			\$ 3,100.00
Total				176		\$ 25,086.80

CROSSLAND HEAVY CONTRACTORS, I
Job Cost History Report From Inception To 04/19/24
Includes Posted Transactions Only

Cost Type:	L				
Date	Reference	Description	Additional Information	Hours	Quantity
Job: 24A05WL Bentonville 48 Inch CPP P					
Phase: 1001-3308-018 DEMO & RPR 48in WL Cost Type: L CONSTR SALARIES					
4/19/24	PR MATMAT	MATTHEW MATHENY	Check# J90546	10.50	
4/19/24	PR MATMAT	MATTHEW MATHENY	Check# J90546	9.00	
4/19/24	PR MATMAT	MATTHEW MATHENY	Check# J90546	6.50	
4/12/24	PR DEZJAS	JASON C. DEZURIK	Check# J89848	8.00	
4/12/24	PR DEZJAS	JASON C. DEZURIK	Check# J89848	5.83	
4/12/24	PR DEZJAS	JASON C. DEZURIK	Check# J89848	8.00	
4/12/24	PR DEZJAS	JASON C. DEZURIK	Check# J89848	7.40	
4/12/24	PR DEZJAS	JASON C. DEZURIK	Check# J89848	8.67	
4/12/24	PR DEZJAS	JASON C. DEZURIK	Check# J89848	4.52	
4/12/24	PR DEZJAS	JASON C. DEZURIK	Check# J89848	13.63	
4/12/24	PR DEZJAS	JASON C. DEZURIK	Check# J89848	12.30	
4/12/24	PR GREDYL	DYLAN GREGORY	Check# J89918	12.00	
4/12/24	PR GREDYL	DYLAN GREGORY	Check# J89918	7.00	
4/12/24	PR GUTKEV	KEVIN ERIBERTO GUTIERREZ	Check# J89925	6.85	
4/12/24	PR GUTKEV	KEVIN ERIBERTO GUTIERREZ	Check# J89925	5.15	
4/12/24	PR GUTKEV	KEVIN ERIBERTO GUTIERREZ	Check# J89925	12.00	
4/12/24	PR HARTYG	TY G HARRIS	Check# J89937	6.77	
4/12/24	PR HARTYG	TY G HARRIS	Check# J89937	5.23	
4/12/24	PR HARTYG	TY G HARRIS	Check# J89937	12.00	
4/12/24	PR HOLGAR	GARED L HOLT	Check# J89956	8.00	
4/12/24	PR HOLGAR	GARED L HOLT	Check# J89956	4.18	
4/12/24	PR HOLGAR	GARED L HOLT	Check# J89956	8.00	
4/12/24	PR HOLGAR	GARED L HOLT	Check# J89956	4.00	
4/12/24	PR HOLGAR	GARED L HOLT	Check# J89956	11.12	
4/12/24	PR HOLGAR	GARED L HOLT	Check# J89956	0.88	
4/12/24	PR HOLGAR	GARED L HOLT	Check# J89956	13.00	
4/12/24	PR HOLGAR	GARED L HOLT	Check# J89956	10.00	
4/12/24	PR HORDEA	DEAN G HORSTMANN	Check# J89958	8.98	
4/12/24	PR LOWBRY	BRYAN J LOWERY	Check# J90004	12.63	
4/12/24	PR LOWBRY	BRYAN J LOWERY	Check# J90004	12.15	
4/12/24	PR LOWBRY	BRYAN J LOWERY	Check# J90004	13.12	
4/12/24	PR LOWBRY	BRYAN J LOWERY	Check# J90004	4.12	
4/12/24	PR MATMAT	MATTHEW MATHENY	Check# J90034	13.72	
4/12/24	PR MATMAT	MATTHEW MATHENY	Check# J90034	14.70	
4/12/24	PR MATMAT	MATTHEW MATHENY	Check# J90034	10.98	
4/12/24	PR MATMAT	MATTHEW MATHENY	Check# J90034	12.65	
4/12/24	PR MATMAT	MATTHEW MATHENY	Check# J90034	10.60	
4/12/24	PR RANSTA	STANLEY SEBASTIAN RANKIN	Check# J90116	7.07	
4/12/24	PR RANSTA	STANLEY SEBASTIAN RANKIN	Check# J90116	4.93	
4/12/24	PR RANSTA	STANLEY SEBASTIAN RANKIN	Check# J90116	12.00	
4/12/24	PR RANSTA	STANLEY SEBASTIAN RANKIN	Check# J90116	13.00	
4/12/24	PR RANSTA	STANLEY SEBASTIAN RANKIN	Check# J90116	10.00	
4/12/24	PR WILCOU	COURTNEY J WILLIAMS	Check# J90226	13.53	
4/12/24	PR WILCOU	COURTNEY J WILLIAMS	Check# J90226	14.60	
4/12/24	PR WILCOU	COURTNEY J WILLIAMS	Check# J90226	13.40	
4/12/24	PR WILCOU	COURTNEY J WILLIAMS	Check# J90226	11.08	
4/12/24	PR WILJUS	JUSTIN L. WILLIAMS	Check# J90228	13.32	
4/12/24	PR WILJUS	JUSTIN L. WILLIAMS	Check# J90228	15.12	
4/12/24	PR WILJUS	JUSTIN L. WILLIAMS	Check# J90228	12.02	
4/12/24	PR WILROS	ROSS WILMOTH IV	Check# J90230	8.00	
4/12/24	PR WILROS	ROSS WILMOTH IV	Check# J90230	4.00	
4/12/24	PR WILROS	ROSS WILMOTH IV	Check# J90230	8.00	

4/12/24	PR	WILROS	ROSS WILMOTH IV	Check# J90230	4.00
4/12/24	PR	WILROS	ROSS WILMOTH IV	Check# J90230	8.37
4/12/24	PR	WILROS	ROSS WILMOTH IV	Check# J90230	3.63
4/12/24	PR	WILROS	ROSS WILMOTH IV	Check# J90230	13.00
4/12/24	PR	WILROS	ROSS WILMOTH IV	Check# J90230	11.00
4/12/24	PR	WRITAN	TANNER WRIGHT	Check# J90236	6.98
4/19/24	PR	DEZJAS	JASON C. DEZURIK	Check# J90361	11.50
4/19/24	PR	DEZJAS	JASON C. DEZURIK	Check# J90361	8.00
4/19/24	PR	GRAJAH	JACK H. GRAYSON JR	Check# J90428	8.00
4/19/24	PR	GRAJAH	JACK H. GRAYSON JR	Check# J90428	2.25
4/19/24	PR	GRAJAH	JACK H. GRAYSON JR	Check# J90428	8.00
4/19/24	PR	GRAJAH	JACK H. GRAYSON JR	Check# J90428	2.00
4/19/24	PR	GRAJAH	JACK H. GRAYSON JR	Check# J90428	8.00
4/19/24	PR	GRAJAH	JACK H. GRAYSON JR	Check# J90428	0.25
4/19/24	PR	LOWBRY	BRYAN J LOWERY	Check# J90516	6.00
4/19/24	PR	WILROS	ROSS WILMOTH IV	Check# J90743	12.13
4/19/24	PR	WILROS	ROSS WILMOTH IV	Check# J90743	0.12
4/19/24	PR	WILROS	ROSS WILMOTH IV	Check# J90743	9.25

Subtotal for Phase: 1001-3308-018 DEMO & RPR 48in WL Cost Type: L CONSTR SALARIES

616.73 0.00

Job 24A05WL Recap

Total for Job: 24A05WL Bentonville 48 Inch CPP P

616.73 0.00

CROSSLAND HEAVY CONTRACTORS, I
Job Cost History Report From Inception To 04/19/24

Includes Posted Transactions Only

Cost Type: Date	OMS Reference	Description	Additional Information	Hours	Quantity	Amount
Job: 24A05WL Bentonville 48 Inch CPP P						
Phase: 0100-0001-002 GENERAL LIABILITY Cost Type: O OTHER						
03/31/24 AP	007GENLI	GENERAL LIABILITY	Invoice INS-033124 dated 3/31/24 24A05WL/GEN LIABILITY			350.00
Subtotal for Phase: 0100-0001-002 GENERAL LIABILITY Cost Type: O OTHER				0.00	0.00	350.00
Phase: 0100-0001-004 BUILDERS RISK Cost Type: O OTHER						
03/31/24 AP	002BUIRI	CHC BUILDERS RISK	Invoice INS-033124 dated 3/31/24 24A05WL/BUILDERS RISK			100.00
Subtotal for Phase: 0100-0001-004 BUILDERS RISK Cost Type: O OTHER				0.00	0.00	100.00
Phase: 0100-0002-002 MOBILIZATION Cost Type: O OTHER						
04/19/24 AP	014NWAHH	NWA HEAVY HAUL & TRANSPORT INC	Invoice 5367 dated 4/ 4/24 24A05WL-MOAVED CAT 345			1,704.50
04/19/24 AP	014NWAHH	NWA HEAVY HAUL & TRANSPORT INC	Invoice 5368 dated 4/ 4/24 24A05WL-MOVED CAT336 EX			683.10
04/07/24 EQ	03-1026	KENWORTH SEMI TRACTOR	Rate: 0.00			325.00
04/07/24 EQ	03-1026	KENWORTH SEMI TRACTOR	Rate: 0.00			325.00
04/07/24 EQ	03-1696	PETERBILT SEMI TRACTOR	Rate: 0.00			325.00
04/07/24 EQ	03-1696	PETERBILT SEMI TRACTOR	Rate: 0.00			100.00
Subtotal for Phase: 0100-0002-002 MOBILIZATION Cost Type: O OTHER				0.00	0.00	3,462.60
Phase: 0100-0050-016 SITE PIPE STS Cost Type: O OTHER						
04/16/24 AP	012LOWES	LOWE'S	Invoice 994193 dated 4/ 5/24 24A05WL MISC			805.20
04/16/24 AP	012LOWES	LOWE'S	Invoice 901187E dated 4/ 5/24 24A05WL MISC			28.88
04/16/24 AP	012LOWES	LOWE'S	Invoice 901188F dated 4/ 5/24 24A05WL MISC			17.14
04/18/24 AP	003CINAZ	AT&T MOBILITY	Invoice APRIL-24A dated 4/18/24 24A05WL/HORDEA			3.66
04/18/24 AP	003CINAZ	AT&T MOBILITY	Invoice APRIL-24B dated 4/18/24 24A05WL/LOWBRY			10.83
04/18/24 AP	003CINAZ	AT&T MOBILITY	Invoice APRIL-24C dated 4/18/24 24A05WL/WILJUS			6.45
04/19/24 AP	004DARRA	DARRAGH COMPANY	Invoice 08230691 dated 4/ 9/24 24A05WL M18 FUEL 9 CUTOFF,GROU			735.26
04/19/24 AP	004DARRA	DARRAGH COMPANY	Invoice 08230998 dated 4/12/24 24A05WL M18 2SPEED GREASE BARE			250.76
04/19/24 AP	020THOPI	THOMPSON PIPE GROUP-PRESSURE	Invoice CD99013506 dated 4/12/24 24A05WL - FIELD REP SITE VISIT			3,120.66
Subtotal for Phase: 0100-0050-016 SITE PIPE STS Cost Type: O OTHER				0.00	0.00	4,978.84
Phase: 0200-0102-150 CONCRETE PUMP TRUCK Cost Type: E EQUIPMENT						
04/19/24 AP	002BRUMO	BRUNDAGE BONE CONC PUMPING INC	Invoice 240-315350 dated 4/ 8/24 24A05WL-4/8 POUR			1,237.15
Subtotal for Phase: 0200-0102-150 CONCRETE PUMP TRUCK Cost Type: E EQUIPMENT				0.00	0.00	1,237.15
Phase: 0200-0102-154 TRENCH BOXES Cost Type: E EQUIPMENT						
04/19/24 AP	015OZLAS	OZARK LASER SYSTEMS INC	Invoice 22008554 dated 4/ 8/24 24A05WL-TRENCH SHEILD			341.63
Subtotal for Phase: 0200-0102-154 TRENCH BOXES Cost Type: E EQUIPMENT				0.00	0.00	341.63
Phase: 0500-0396-008 4000 PSI CONCRETE Cost Type: M MATERIALS						
04/08/24 JC	24A05WL	4000 PSI - 60 CY				9,300.00
Subtotal for Phase: 0500-0396-008 4000 PSI CONCRETE Cost Type: M MATERIALS				0.00	0.00	9,300.00
Phase: 0500-3396-002 SITE PIPE MATERIALS Cost Type: M MATERIALS						
Job: 24A05WL Bentonville 48 Inch CPP P						
Phase: 0500-3396-002 SITE PIPE MATERIALS Cost Type: M MATERIALS						
04/09/24 AP	006FERGU	FEI WATERWORKS 1895	Invoice 0754475 dated 4/ 5/24 24A05WL MISC			327.89
Subtotal for Phase: 0500-3396-002 SITE PIPE MATERIALS Cost Type: M MATERIALS				0.00	0.00	327.89
Phase: 0500-5031-006 CLEAN ROCK Cost Type: M MATERIALS						
04/19/24 AP	001APACC	APAC CENTRAL INC.	Invoice 7002038532 dated 4/13/24 24A05WL-3/4" CLEAN		18.36	456.36
Subtotal for Phase: 0500-5031-006 CLEAN ROCK Cost Type: M MATERIALS				0.00	18.36	456.36
Phase: 0600-0399-002 CONCRETE WORK SUB Cost Type: S SUB-CONTRACTS						
04/19/24 AP	019SECNA	SECOND NATURE LANDSCAPES INC	Invoice 4211 dated 4/ 5/24 24A05WL - 24A05WL - EROSION CO			671.25
Subtotal for Phase: 0600-0399-002 CONCRETE WORK SUB Cost Type: S SUB-CONTRACTS				0.00	0.00	671.25
Phase: 0600-4199-008 TRUCKING SUB Cost Type: S SUB-CONTRACTS						
04/07/24 EQ	03-1814	TRUCK, DUMP	Rate: 0.00			71.25
Subtotal for Phase: 0600-4199-008 TRUCKING SUB Cost Type: S SUB-CONTRACTS				0.00	0.00	71.25
Phase: 0600-6005-026 WELDING SUB Cost Type: S SUB-CONTRACTS						
04/19/24 AP	002JLBRY	JLBRY-SON INC	Invoice 5730-01-0424 dated 4/ 9/24 24A05WL - WELDING			11,284.00
Subtotal for Phase: 0600-6005-026 WELDING SUB Cost Type: S SUB-CONTRACTS				0.00	0.00	11,284.00
Phase: 0600-6033-004 DEWATERING SUB Cost Type: S SUB-CONTRACTS						
04/19/24 AP	018RAIRE	RAIN FOR RENT	Invoice 1993270 dated 4/10/24 24A05WL-4/3-4/8 RENTAL			15,453.35
Subtotal for Phase: 0600-6033-004 DEWATERING SUB Cost Type: S SUB-CONTRACTS				0.00	0.00	15,453.35

City of Bentonville, AR - Production



PICK TICKET

Status: SHIPPED
 Location: WH, MAIN WAREHOUSE
 Order Number: 20821
 Order Date: 04/12/2024
 Department: 3040, Sewer Rehab
 Route:
 GL Effective Date: 04/12/2024
 Requisition Number:
 Fiscal Year: 2024
 Fiscal Period: 04
 Assigned to Employee:

Page 1

Ship To

Item	Description:	UOM	Ordered	Shipped	Back-ord	Unit Price	Item Total
General Notes							
WF1128283001Loren							
4614	DUCTILE PIPE 48" TYTON DIP CL350 (20' LENGTHS) NOM BCL/ EA		20.0	20.0	0.0	980.74	19614.74
Sublocation(s) for item 4614							Sublocation QOH
WATER WI-GENERAL YARD							60.00
4615	48" MJ BOLT PACK MJ GASKET/BOLTS AND NUTS COB PART#4615 EA		4.0	4.0	0.0	873.87	3495.46
Sublocation(s) for item 4615							Sublocation QOH
WATER WI-GENERAL YARD							4.00
4616	48" DUCTILE MEGALUGS 1148DEC RESTRAINTS COB PART#4616 EA		4.0	4.0	0.0	3,692.89	14771.55
Sublocation(s) for item 4616							Sublocation QOH
WATER WI-GENERAL YARD							4.00
4617	48" L301 BELL ADAPTER X MJS DIAPERS/GASKETS INCLUDED CO EA		1.0	1.0	0.0	15,937.86	15937.86
Sublocation(s) for item 4617							Sublocation QOH
WATER WI-GENERAL YARD							1.00
4618	48" L301 SPIGOT X MJS DIAPERS/GASKETS INCLUDED COB PART EA		1.0	1.0	0.0	16,098.74	16098.74
Sublocation(s) for item 4618							Sublocation QOH
WATER WI-GENERAL YARD							1.00
4619	48" LONG SLEEVE EXPOXY COATED COB PART#4619 EA		2.0	2.0	0.0	16,195.22	32390.44

Note: The costs are estimated based on the ordered quantities. The actual costs will be determined based on the shipped quantities when the ticket is posted.

Received By _____

City of Bentonville, AR - Production



PICK TICKET

Status: SHIPPED
Location: WH, MAIN WAREHOUSE

Page 2

Order Number: 20821
Order Date: 04/12/2024
Department: 3040, Sewer Rehab
Route:
GL Effective Date: 04/12/2024
Requisition Number:
Fiscal Year: 2024
Fiscal Period: 04
Assigned to Employee:

Ship To

Item	Description:	UOM	Ordered	Shipped	Back-Ord	Unit Price	Item Total
Sublocation(s) for item 4619							
WATER-WI-GENERAL YARD							
Sublocation QOH							2.00

Account-----
503020 - 47321

Total	102,308.79
Amount-----	102,308.79

** END OF REPORT - Generated by Trevor Ashford **

Note: The costs are estimated based on the ordered quantities. The actual costs will be determined based on the shipped quantities when the ticket is posted.

Received By_____

48" Repair at Osage Creek - Employee Hours

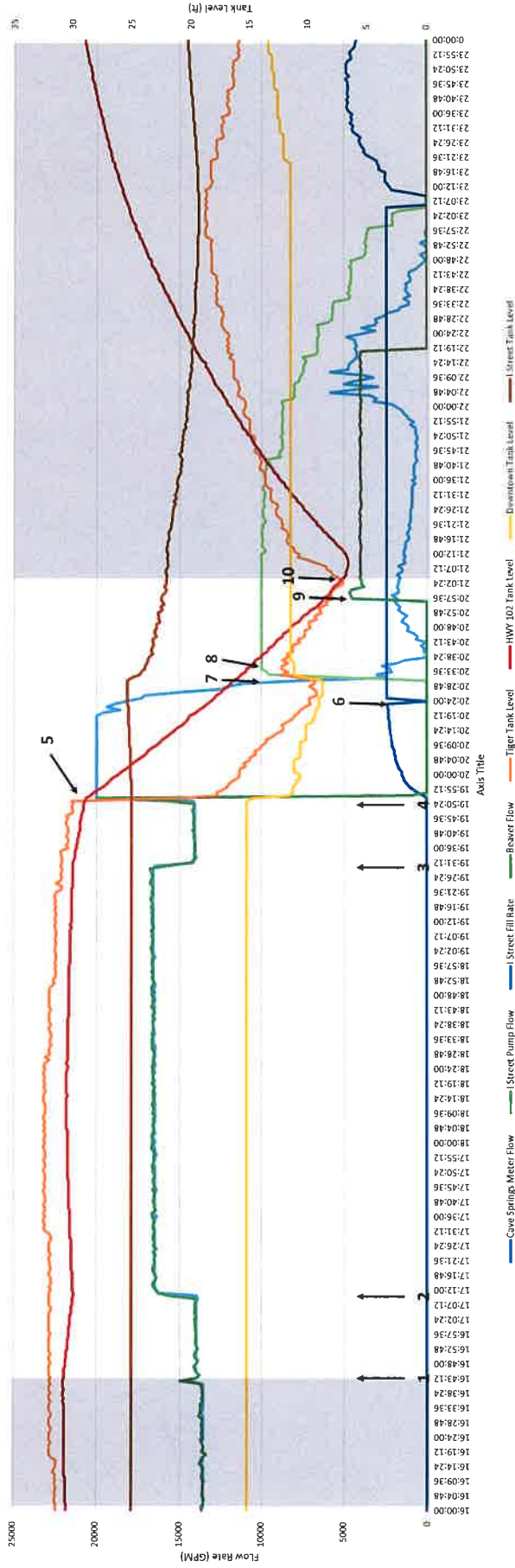
Employee	Regular Hours	Regular Wages	OT Hours	OT Wages	Comp Hours	Comp Wages	Total \$
Jimmy Wiltgen (\$36.24)	14	\$507.36	16	\$869.76	0	\$0.00	
Braden Brown (\$24.80)	14	\$347.20	12	\$446.40	0	\$0.00	
Cody Harrington (\$24.80)	2	\$49.60	5	\$186.00	0	\$0.00	
Mike Mahurin (\$27.12)	16	\$433.92	0	\$0.00	20.5	\$555.96	
Skyler Brown (\$24.80)	0	\$0.00	8	\$297.60	0	\$0.00	
Jeremy Nguyen (\$24.80)	4	\$99.20	0	\$0.00	0	\$0.00	
Jon Belvin (\$27.12)	16	\$433.92	0	\$0.00	12.5	\$339.00	
Bob Foresee (\$27.12)	3	\$81.36	11	\$447.48	0	\$0.00	
John Dudley (\$27.12)	0	\$0.00	0	\$0.00	0	\$0.00	
John Vidal (\$24.80)	12	\$297.60	17.5	\$651.00	19	\$471.20	
Elijah Bowdren (\$24.80)	10	\$248.00	0	\$0.00	12.75	\$316.20	
Raul Jimenez (\$24.80)	2	\$49.60	15	\$558.00	0	\$0.00	
Totals	93	\$2,547.76	84.5	\$3,456.24	64.75	\$1,682.36	\$7,686.36
Landon McGarrah (\$36.24)	24	\$869.76	21	\$1,141.56	0	\$0.00	
Tom Barrentine (\$24.80)	14	\$347.20	0	\$0.00	6	\$148.80	
Chris Oliver (\$24.80)	0	\$0.00	10	\$372.00	0	\$0.00	
Dakota Hollingsworth (\$24.80)	8	\$198.40	6	\$223.20	0	\$0.00	
Christian DeSantiago (\$24.80)	0	\$0.00	7	\$260.40	0	\$0.00	
Steven Merlos (\$24.80)	4	\$99.20	2.5	\$93.00	0	\$0.00	
Andres Hernandez (\$24.80)	20	\$496.00	5.5	\$204.60	4.5	\$111.60	
Shelby Stewart (\$27.12)	0	\$0.00	0	\$0.00	6	\$162.72	
Billy Webster (\$27.12)	0	\$0.00	11.5	\$467.82	0	\$0.00	
Clint Guinn (\$27.12)	24	\$650.88	10	\$406.80	7	\$189.84	
Dylan Fulkerson (\$27.12)	24	\$650.88	15	\$610.20	13	\$352.56	
Totals	118	\$3,312.32	88.5	\$3,779.58	36.5	\$965.52	\$8,057.42
Dustin Youngblood (\$36.24)	6	\$217.44	22.5	\$1,223.10	0	\$0.00	
Calvin Isgrigg (\$25.71)	0	\$0.00	0	\$0.00	0	\$0.00	
Jenny Davis (\$25.71)	0	\$0.00	0	\$0.00	0	\$0.00	
Matthew Van Houden (\$25.71)	6	\$154.26	0	\$0.00	16.5	\$424.22	
John Staib (\$28.52)	0	\$0.00	0	\$0.00	3.5	\$99.82	
David Neumann (\$29.93)	0	\$0.00	12	\$538.74	0	\$0.00	
Christopher Moreland (\$25.71)	0	\$0.00	5.5	\$212.11	0	\$0.00	
Connor Hatch (\$25.71)	6	\$154.26	8	\$308.52	0	\$0.00	
Matthew Grimes (\$29.93)	0	\$0.00	28.5	\$1,279.51	0	\$0.00	
Orla Engstrom (\$25.71)	6	\$154.26	1.75	\$67.49	7.75	\$199.25	
Jason Blood (\$25.71)	6	\$154.26	0	\$0.00	10.75	\$276.39	
Totals	30	\$834.48	78.25	\$3,629.47	38.5	\$999.68	\$5,463.63
Labor Totals	241	\$6,694.56	250.75	\$10,865.29	136	\$3,647.56	\$21,207.41

48" Repair at Osage Creek - Equipment Used

Dump Truck (\$100)	4	\$400.00	0	\$0.00	0	\$0.00	
Backhoe (\$75)	4	\$300.00	0	\$0.00	0	\$0.00	
Equipment Totals	8	\$700.00	0	\$0.00	0	\$0.00	\$700.00

Grand total to be billed: \$21,907.41

Transmission line break April 2, 2024 event timeline



Measured Timeline	
Segment	Time
1	16:42:14
2	17:09:07
3	17:29:16
4	19:29:16
5	19:52:19
	19:53:16
	Heavy flow through Cave Springs Meter
	BWD pumps shut off
	Tiger and HWY 102 Tank levels fall
6	20:24:00
7	20:30:43
8	20:37:26
9	20:57:36
10	21:04:19

Measured Loss				
Rupture flow (GPM)	Time span (Min)		Gallons Lost	
323	191		61682	
Location	level Diff	Time Min	AVG GPM	Gallons lost
Tiger	22.6	71	15,694	1,130,000
HWY 102	22	71	8,730	628,571
DT	6.5	37	3,407	108,333
IST	2.9	33	24,716	815,625
Total				2,682,530
48" line Length (ft)				
5541.5		Time span (Min)		Gallons Lost
		46		520,881
Total Gallons Lost				
3,265,093				

Additional Notes

Initial rupture is measured by getting an average flow (GPM) 15 minutes before and 15 minutes after the break. The difference between these two numbers is then multiplied by the total minutes before the line collapses (191 minutes)

"Cave Springs Meter" is not the meter that supplies the City of Cave Springs. It is the meter prior that is on the 24" bypass at the station on Sands rd.

"I street pump flow" meter pegs out at 10,000 GPM, so the usage is measured by tank level change

The overlapping rise then loss in Tiger tower's level change (event 8) is not included in loss because it was caused by I street pumps (street change loss is already calculated)

After the transmission line collapse, the water volume of the line was ejected through the breach all the way to 0 GPM from Cave Springs meter. The volume in gallons measured is measured between the two points the line was isolated which is 5541.5 ft in length

BWD Totalizer "TOTAL" is the difference between the final and first totalizer value of the combined timeline.

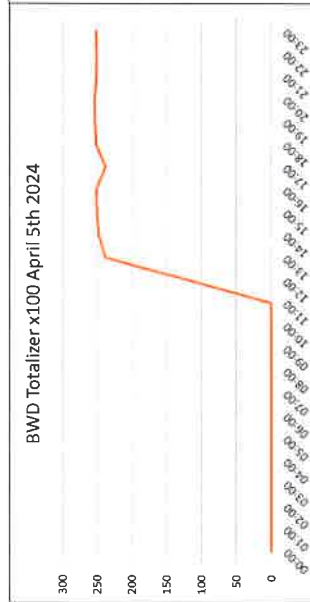
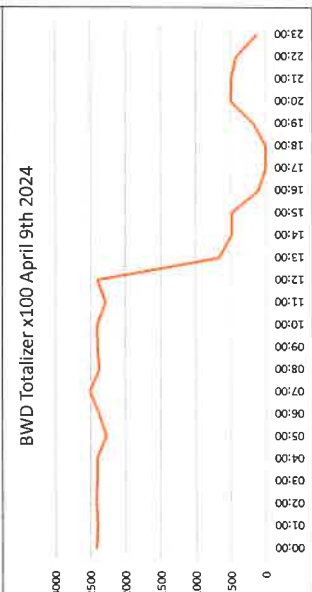
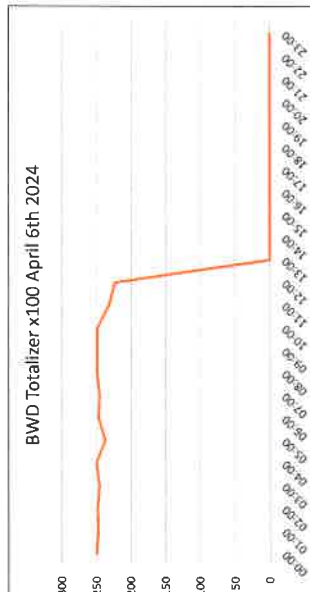
Date	BWD Totalizer
4/5/2024	299,650
4/6/2024	332,720
4/8/2024	3,023,160
4/9/2024	3,625,460
TOTAL	7,280,990

Time	BWD Totalizer x100
00:00	2413
01:00	2396
02:00	2413
03:00	2405
04:00	2405
05:00	2271
06:00	2381
07:00	2512
08:00	2372
09:00	2399
10:00	2407
11:00	2283
12:00	2401
13:00	675
14:00	494
15:00	492
16:00	103
17:00	0
18:00	0
19:00	168
20:00	500
21:00	496
22:00	428
23:00	128
Total	3625460

Time	BWD Totalizer x100
00:00	0
01:00	0
02:00	0
03:00	0
04:00	0
05:00	0
06:00	0
07:00	219
08:00	257
09:00	0
10:00	101
11:00	1741
12:00	2176
13:00	2176
14:00	2192
15:00	2234
16:00	2575
17:00	2420
18:00	2555
19:00	629
20:00	2403
21:00	2414
22:00	2422
23:00	2401
Total	3023160

Time	BWD Totalizer x100
00:00	250
01:00	248
02:00	249
03:00	246
04:00	250
05:00	238
06:00	247
07:00	246
08:00	250
09:00	249
10:00	249
11:00	232
12:00	224
13:00	0
14:00	0
15:00	0
16:00	0
17:00	0
18:00	0
19:00	0
20:00	0
21:00	0
22:00	0
23:00	0
Total	332720

Time	BWD Totalizer x100
00:00	0
01:00	0
02:00	0
03:00	0
04:00	0
05:00	0
06:00	0
07:00	0
08:00	0
09:00	0
10:00	0
11:00	120
12:00	238
13:00	248
14:00	251
15:00	251
16:00	251
17:00	238
18:00	252
19:00	253
20:00	254
21:00	251
22:00	251
23:00	252
Total	299650



Application and Certificate For Payment

Page 1

To Owner: CITY OF BENTONVILLE, AR 117 WEST CENTRAL BENTONVILLE, AR 72712	Project: Bentonville 48 Inch CPP P 975 N Main St Cave Springs, AR 72718	Application No: 1 Period To: 04/22/24 Architect's Project No: Contract Date:
From CROSSLAND HEAVY CONTRACTORS, I (Contractor): P.O. BOX 350 COLUMBUS, KS 66725	Contractor Job Number: 24A05WL Via (Architect):	
Phone: 620 429-1410	Contract For:	

Contractor's Application For Payment

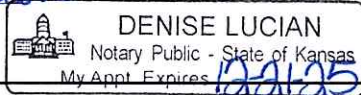
Change Order Summary	Additions	Deductions
Change orders approved in previous months by owner		
Number	Date Approved	
Change orders approved this month	1 04/01/24	51,045.13
Totals		51,045.13
Net change by change orders		51,045.13

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: Sam Richards
By: Sam Richards Date: 4-23-24
State of: Kansas County of: Cherokee

Subscribed and sworn to before me this 23 day of April
2024 (year). Notary public: Denise Lucian

My commission expires 12-21-25



Original contract sum	100,000.00
Net change by change orders	51,045.13
Contract sum to date	151,045.13
Total completed and stored to date	151,045.13
Retainage	
0.0% of completed work	0.00
0.0% of stored material	0.00
Total retainage	0.00
Total earned less retainage	151,045.13
Less previous certificates of payment	0.00
0.000% of taxable amount	0.00
Current sales tax	0.00
Current payment due	151,045.13
Balance to finish, including retainage	0.00

Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: \$ _____

Architect:

By: _____ Date: _____

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Application and Certificate For Payment -- page 2

To Owner: CITY OF BENTONVILLE, AR
From (Contractor): CROSSLAND HEAVY CONTRACTORS, I
Project: Bentonville 48 Inch CPP P

Application No: 1 Date: 04/22/24 Period To: 04/22/24
Contractor's Job Number: 24A05WL
Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Date			Retention	Memo
						Quantity	Amount	Quantity	Amount	Quantity	Amount	%		
AA SCHEDULE OF VALUES														
001	BENTONVILLE 48" WL POINT REPAIR #1 (CAVE SPRINGS)	0.0000		.00 LS	151,045.13	0.00 %	0.00	100.00 %	151,045.13	100.00 %	151,045.13	100.0	0.00	
Total SCHEDULE OF VALUES					151,045.13		0.00		151,045.13		151,045.13		0.00	
Application Total					151,045.13		0.00		151,045.13		151,045.13		0.00	

CROSSLAND HEAVY CONTRACTORS

501 S. East Avenue P.O. Box 350

Columbus, Kansas 66725

t 620.429.1410

f 620.429.2977

DATE: 4/23/24

RE: WARNING REGARDING OWNER EFT PAYMENTS ON THIS PROJECT

Dear Owner:

ELECTRONIC FUNDS TRANSFER FRAUD ADVISORY; PAYMENT INSTRUCTIONS:

Electronic funds transfer ("EFT") fraud is on the rise. If you receive an email or other message containing EFT transfer instructions on this project, regardless of the purported sender, it is very likely an attempted scam. **Do not follow the instructions and do not respond to the email.** Examples of email scams include messages that appear to be from someone at Crossland Heavy Contractors but are not. For example, the email may be from "heavy_contractors.com" or "heavyc0ntractors.com" rather than "heavycontractors.com". If you have any questions about any email or other message you have received concerning payments on this project, please call our office headquarters in Columbus Kansas and ask to speak directly with Matt Kitchen, Treasury Manager - Office phone: 620-429-1414/Cell: 620-210-2038, or Dave Allison, Chief Administrative Officer - Cell: 913-232-1490.

Please also advise all of your employees or agents who are or may in the future be involved in making payments on this project of this warning. Any one person on your team who is not aware of this danger could cause payments to be transferred to a scammer. All payments made by any form of EFT, including but not limited to wire transfer or ACH, must be made by using instructions that were provided to you separately prior to or at the time the Project Contract for Construction was executed by you and Crossland Heavy Contractors, Inc. **This information will not change for the duration of the contract unless via change order executed by both parties.**

Because Crossland will expect payments on the Project per the Contract terms regardless of payments made to scammers, you may want to consider this issue in your overall risk management considerations and make sure your insurance products cover any cyber risk to funding this project.

In the event you make project payments by check, please send checks to the following address. **This information will not change for the duration of the contract unless via change order executed by both parties:**

Crossland Heavy Contractors, Inc.
Attn: Accounts Receivable
501 S. East Ave.,
P.O. Box 350
Columbus, KS 66725

Please let us know if you have any questions.

Sincerely,



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/14/2024	Submitted By:	Chris Earl
Phone:	479-271-3161	For Department(s):	Water Utilities - WRRF
Email:	cearl@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☒ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☒ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Crossland Heavy Contractors, Inc. Contract for Construction Manager at Risk
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk to enter into an agreement with Crossland Heavy Contractors, Inc. as Contruction Manager at Risk for pre-construction services associated with the Water Resource Recovery Facility (WRRF) Improvements Project in an amount not to exceed \$511,945.00. 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.
Additional Comments for Consideration (Optional):	This item will require a budget adjustment. The City will have to front costs of this contract until loan closing with ANRC for the overall project. This agreement may be amended to move into construction services and a guaranteed maximum price agreement if both parties are amenable.
Amount for Approval:	\$ 511,945.00

Budget Impact

Is this Item Budgeted? ☐ YES ☒ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

503030-47210	Plants and Building	\$ 511,945.00	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☒ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!



Proposal

December 21, 2024

CROSSLAND
HEAVY CONTRACTORS

RFQ-23-61: CM Services

**Water Resource Recovery
Facility Capital Improvement &
Process Intensification Project**

PRE-CONSTRUCTION SERVICES

01 CONSTRUCTABILITY REVIEWS

In our constructability reviews, we will evaluate both logistical considerations such as site access, material deliveries, storage and staging, parking, and site security and technical considerations such as shoring and excavation requirements, existing facility coordination, equipment layouts and alignments. Our reviews will also include coordination with operations staff and engineers to plan and optimize any necessary interruptions of service. In each of our previous collaborative delivery projects, we have analyzed and suggested many constructability changes which saved the owner time and money in the long run. These changes have also lowered the construction safety risk, making our owners' jobsites safer overall. To achieve the project you desire and to promote a smooth Construction process, it is essential that we analyze your project's design for constructability at each design interval.

02 DESIGN REVIEWS

You will receive a comprehensive review of each design interval's design documents because our entire Pre-Construction Team is involved in Design Reviews. Each member of our Team will use their experience to review your design for constructability, cost considerations, ease of operations and maintenance, materials analysis, and risk mitigation. Each Team member has experience in varying roles on varying projects, so we will be able to look at your project from every angle to perform the most comprehensive review. Major focuses of our reviews will be on identifying and minimizing risks, analyzing constructability, controlling costs, optimizing the schedule, and facilitating smooth and safe operations and maintenance tasks.

03 SCHEDULE DEVELOPMENT

Schedule development begins early in the Pre-Construction Phase. Our entire Pre-Construction Team will work together to create an accurate, thorough schedule for both the Pre-Construction and Construction Phases of your project. The schedule will include design phase milestones, submittal phase timelines, equipment and material purchasing milestones, construction activities, shutdown requirements (if applicable), testing periods, and commissioning tasks. It is important that your schedule is as thorough and as accurate as possible, which is why we involve each member of the Pre-Construction Team in its creation. Each member will call on their own unique experience constructing projects to confirm that your schedule is accurate so that the entire Project Team can be confident in our plan for project completion.

04 COST ESTIMATES

You will receive an open book cost estimate corresponding to each design interval called a Target Price. Each Target Price will contain estimated costs for equipment, materials, labor, subcontractors, and contingency. CHC exercises complete transparency in our target pricing so you will understand where every construction dollar is to be spent. As the design progresses and after we receive bids from subcontractors and suppliers, your contingency will decrease, and the Target Price will be updated to become your GMP.

05 WORKING WITH THE NWA MARKET

Your project will make a large impact on the Northwest Arkansas construction community, so it is important to us to involve the NWA community in its construction. CHC has been working in Northwest Arkansas for 25 years, and we have developed relationships with many subcontractors and suppliers throughout that time. We have been updating our comprehensive list of bidders throughout our 25 years, and we will invite each one to participate in your project's public bid. We will work with local suppliers throughout Pre-Construction to understand the lead times of the equipment that we need. Then, we will work with Hawkins-Weir and Black & Veatch to develop specifications for the equipment with long lead times early so we can bid those items to the market and execute an early GMP to begin procurement prior to the start of Construction.

When our Project Team begins to formulate bid packages for various aspects of your project, we take your local relationships with subcontractors and suppliers into account. We will review the bid packages together as a Team so we can capture and implement any input that you may have. Crossland Heavy often utilizes the online bid platform Civcast USA to post, collect, and evaluate subcontractor and supplier bids. After the bid opening, we will discuss each one with the entire Project Team, openly sharing our experiences with each bidder and making suggestions for subcontract award in accordance with Arkansas procurement laws. Only the qualified subcontractors and suppliers you trust will be awarded.

06 VALUE ENGINEERING

We understand that the practicality of construction for wastewater improvements is interrelated to cost, quality, safety, risks, and schedule. The City will benefit from our CMAR Team's experienced individuals who have spent their careers engaged in the construction of water & wastewater projects. During our design and constructability reviews, each member of our Pre-Construction Team will review the design drawings and specifications at each designated design interval to generate Value Engineering ideas. We will analyze your project from every angle to confirm you are receiving the best value project. On past projects we have proposed value engineering ideas such as alternate materials and equipment, moving designed locations of equipment and structures, redesigning bypass and cofferdam systems, and utilizing site fill in lieu of import fill.

07 FIRST COST VS. LONG TERM COST ANALYSIS

A common practice for our Team is to look at the future operations and maintenance costs of your facility along with the capital costs. Our goal as a community builder is to do what's best for our community for the long-term. One of those practices is analyzing your project for efficiencies that can be gained in resource consumption and longevity of construction materials. In 2019 the City of Centerton, Arkansas procured a project for a 1 million-gallon equalization basin with a concrete foundation and welded steel walls. Knowing that the lifetime of a steel tank compared to a concrete tank is at least 20 years shorter, we proposed constructing the tank of cast in-place concrete. After submitting our pricing, the City accepted, and we constructed the 1M gallon basin and installed aeration equipment, pumps, associated piping and valves, and electrical for just over \$2.1M. The difference in costs was just under \$100k less for the concrete basin.

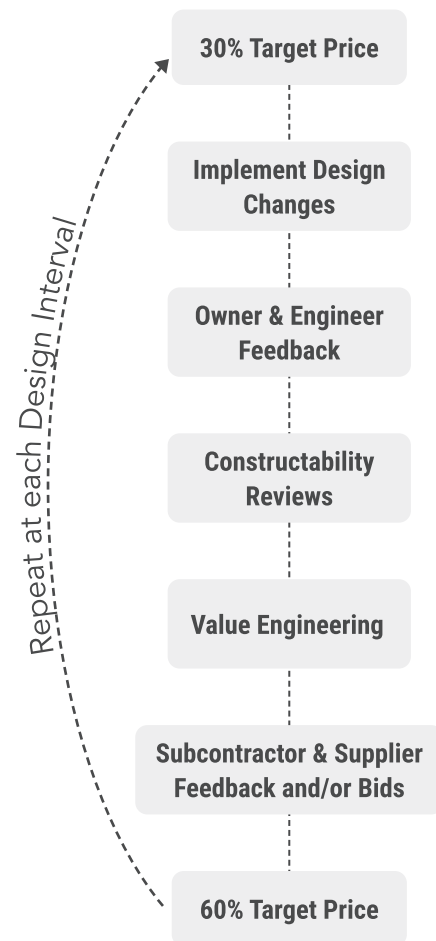
ACCOMPLISHING BENTONVILLE'S BUDGETARY GOALS

Approach to Cost Estimating

Cost Estimating is a continuous, iterative process throughout the Pre-Construction Phase. It begins with Budget Validation and ends with the execution of the Final GMP. In the interim, our Pre-Construction Team will update Target Pricing with each design interval, provide Value Engineering ideas with assigned Target Pricing, and receive and implement estimates from potential subcontractors. We will use our many subcontractor relationships in Northwest Arkansas to find the most qualified subs. You can be confident that our Estimating Team will create realistic estimates for self-perform work because they use our past cost database, which we have updated constantly for the past 30 years. After the public bid, we will implement the Project Team's selected subcontractors' and suppliers' bids into our Target Price to provide you the most accurate GMP.

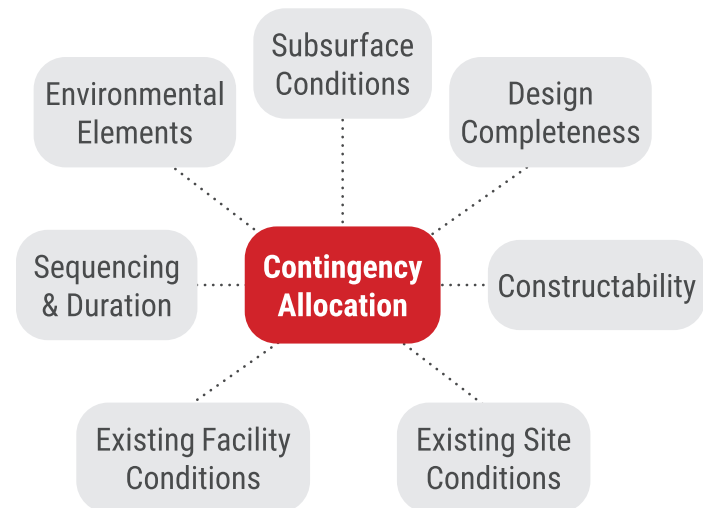
We built our Cost Estimating Process to readily accommodate changing project conditions because we know that's what the Pre-Construction Phase is all about - continually improving the design until it meets all of your expectations. With each design interval, we will take note of the changes made and update our pricing accordingly. Then, we will present the updated Target Price to the Project Team in the Target Pricing/Costing Meeting. You will receive a handout with our Target Price Cost Model where each line item will display the increase/decrease from the previous Target Price with an explanation, so the Team can see and understand why the prices changed from one interval to the next. You will gain peace of mind with our Open-Book Approach because you will have total transparency of costs for each line item in the Target Price.

Target Price Iterations



Contingency Management

Our approach to contingency management is that contingency should be quantified by each individual Schedule of Values item. This method serves as a deeper dive into the details on contingency and what the drivers are for specific activities within the project. The project owns the contingency set aside by risk allocation, design progression, and unknowns. As the design progresses, risk is reduced, consequently reducing the overall contingency of the project. Our approach to utilizing contingency during Construction is with approval by the City through a contingency allocation request (CAR). CARs will be tracked by the CM Project Manager Stetson Beck and reviewed during monthly progress meetings. Project contingency that is not utilized through the Construction Phase of the project goes back to the City.



CONTROLLING THE BUDGET

- You can be confident that our Estimating Team will create realistic estimates for self-perform work because they utilize our past cost database, which we have been constantly updating as we have self-performed work on every project for the past 30 years.
- We hold subs and suppliers to their contracts.
- We will work with Bentonville to allocate an appropriate contingency for the project to support the project's risks.
- Our Project Manager tracks actual vs. estimated progression on tasks so we can easily see what tasks are at risk and make changes before they become an issue.
- Our Project Manager and Construction Manager are in constant communication, discussing task progression and brainstorming and implementing any changes needed to get back on track.

Cost-Benefit Analysis Workshops with Suppliers

One of the ways we can verify that you are receiving the best value equipment and materials for your specific project needs and budget is by holding cost-benefit workshops with suppliers. As a part of our Value Engineering effort, we will meet with major suppliers to discuss alternative equal materials and equipment which may have lower costs and lead times but will still meet all project requirements.

At the Rogers Pollution Control Facility, CHC recommended a particular product for their coatings due to our previous experience with the specified product. It ultimately achieved an equivalent result to the previously applied product at a reduced cost. On other previous projects we have substituted stainless steel pipe in lieu of ductile iron and chosen valves from alternative manufacturers to save our owners money, and we are prepared to explore every opportunity to save you money on this project as well.



Early Procurement of Long Lead Equipment

One of the opportunities of the Pre-Construction Phase is to begin some tasks that are typically reserved for the Construction Phase. One of those tasks that can make a huge difference in the overall length of your project is equipment procurement. We will work with our local suppliers to understand the lead times of the equipment needed. Then, we will work with Hawkins-Weir and Black & Veatch to specify the equipment with long lead times early so we can bid those items to the market and execute a GMP to begin procurement & submittal review prior to the start of Construction.



PRE-CONSTRUCTION COSTS

Design Review & Target Price Development (60% Design)

PROJECT: City of Bentonville Wastewater Treatment Facility		ROLE	DESIGN REVIEW & TARGET PRICING DEVELOPMENT (60% Design)									
TEAM MEMBER	BILLING RATE (\$/HR)	STAFFING REQUIREMENTS	Initial Site Investigation	Cost Model Creation	Design & Constructability Review	Construction Costing	Internal Costing Review	Owner Costing Review	CPM Schedule (Includes 2 Hour Review)	Coordination and Discipline Meetings (Includes 2ea @ 4hrs)	Total Hrs	Total \$
PRECONSTRUCTION SERVICES			HOURS									
Ron Edmond	\$ 150	Project Principle	4	0	0	0	10	5	2	0	21	\$ 3,150
Ryan Adler	\$ 130	Pre-Construction Manager	4	20	30	10	24	5	2	8	103	\$ 13,390
Bill Hagenburger	\$ 130	Design Manager	0	0	80	0	10	0	0	8	98	\$ 12,740
Stetson Beck	\$ 120	Project Manager	4	5	20	10	10	5	40	8	102	\$ 12,240
Chip Wolken	\$ 140	Superintendent	0	0	20	0	10	0	2	0	32	\$ 4,480
Brandon Bentley	\$ 115	Lead Conceptual Estimator	4	45	40	200	24	5	2	8	328	\$ 37,720
David Robinson	\$ 115	Lead Estimator (Process Equipmment)	0	0	16	120	24	0	0	0	160	\$ 18,400
Austin Powell	\$ 85	Estimator Level 2 (Structures)	4	0	24	200	24	5	0	8	265	\$ 22,525
Matt Standlee	\$ 85	Estimator Level 2 (Structures/Architectural)	0	0	24	200	24	0	0	0	248	\$ 21,080
Chandler Jackson	\$ 80	Estimator Level 1 (Misc. Sitework)	0	0	16	120	24	0	0	0	160	\$ 12,800
David Tyree	\$ 80	Estimator Level 1 (Civil/Piping)	0	0	16	200	24	0	0	0	240	\$ 19,200
Tara Crossland	\$ 75	Pre-Construction Support	0	0	0	0	0	0	0	0	0	\$ -
CHC Vac Truck	\$ 225	Subsurface Utility Verification	0	0	0	0	0	0	0	0	0	\$ -
		TOTAL BASE STAFF HOURS BY DELIVERABLE =	20	70	286	1060	208	25	48	40	1757	\$ 177,725
			DESIGN REVIEW & TARGET PRICING DEVELOPMENT (60% Design)									
TEAM MEMBER	BILLING RATE (\$/HR)	STAFFING REQUIREMENTS	Initial Site Investigation	Cost Model Creation	Design & Constructability Review	Construction Costing	Internal Costing Review	Owner Costing Review	CPM Schedule (Includes 2 Hour Review)	Coordination and Discipline Meetings (Includes 2ea @ 4hrs)	Total Hrs	Total \$
PRECONSTRUCTION SERVICES			HOURS									
Ron Edmond	\$ 150	Project Principle	\$ 600	\$ -	\$ -	\$ -	\$ 1,500	\$ 750	\$ 300	\$ -	21	\$ 3,150
Ryan Adler	\$ 130	Pre-Construction Manager	\$ 520	\$ 2,600	\$ 3,900	\$ 1,300	\$ 3,120	\$ 650	\$ 260	\$ 1,040	103	\$ 13,390
Bill Hagenburger	\$ 130	Design Manager	\$ -	\$ -	\$ 10,400	\$ -	\$ 1,300	\$ -	\$ -	\$ 1,040	98	\$ 12,740
Stetson Beck	\$ 120	Project Manager	\$ 480	\$ 600	\$ 2,400	\$ 1,200	\$ 1,200	\$ 600	\$ 4,800	\$ 960	102	\$ 12,240
Chip Wolken	\$ 140	Superintendent	\$ -	\$ -	\$ 2,800	\$ -	\$ 1,400	\$ -	\$ 280	\$ -	32	\$ 4,480
Brandon Bentley	\$ 115	Lead Conceptual Estimator	\$ 460	\$ 5,175	\$ 4,600	\$ 23,000	\$ 2,760	\$ 575	\$ 230	\$ 920	328	\$ 37,720
David Robinson	\$ 115	Lead Estimator	\$ -	\$ -	\$ 1,840	\$ 13,800	\$ 2,760	\$ -	\$ -	\$ -	160	\$ 18,400
Austin Powell	\$ 85	Estimator Level 2 (Structures)	\$ 340	\$ -	\$ 2,040	\$ 17,000	\$ 2,040	\$ 425	\$ -	\$ 680	265	\$ 22,525
Matt Standlee	\$ 85	Estimator Level 2	\$ -	\$ -	\$ 2,040	\$ 17,000	\$ 2,040	\$ -	\$ -	\$ -	248	\$ 21,080
Chandler Jackson	\$ 80	Estimator Level 1 (Misc. Sitework)	\$ -	\$ -	\$ 1,280	\$ 9,600	\$ 1,920	\$ -	\$ -	\$ -	160	\$ 12,800
David Tyree	\$ 80	Estimator Level 1 (Civil/Piping)	\$ -	\$ -	\$ 1,280	\$ 16,000	\$ 1,920	\$ -	\$ -	\$ -	240	\$ 19,200
Tara Crossland	\$ 75	Pre-Construction Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
CHC Vac Truck	\$ 225	Subsurface Utility Verification	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
		TOTAL BASE STAFF DOLLARS BY DELIVERABLE =	\$ 2,400	\$ 8,375	\$ 32,580	\$ 98,900	\$ 21,960	\$ 3,000	\$ 5,870	\$ 4,640	1757	\$ 177,725

Design Review & Target Price Development (90% Design)

PROJECT: City of Bentonville Wastewater Treatment Facility		ROLE	DESIGN REVIEW & TARGET PRICING DEVELOPMENT (90% Design)									
TEAM MEMBER	BILLING RATE (\$/HR)	STAFFING REQUIREMENTS	Further Site Investigation	Cost Model Updates	Design & Constructability Review	Construction Costing	Internal Costing Review	Owner Review Costing Review	Update CPM Schedule	Coordination and Discipline Meetings (Includes 2ea @ 4hrs)	Total Hrs	Total \$
PRECONSTRUCTION SERVICES			HOURS									
Ron Edmond	\$ 150	Project Principle	0	0	0	0	8	5	0	0	13	\$ 1,950
Ryan Adler	\$ 130	Pre-Construction Manager	4	8	16	8	16	5	2	8	67	\$ 8,710
Bill Hagenburger	\$ 130	Design Manager	0	0	40	0	8	0	0	8	56	\$ 7,280
Stetson Beck	\$ 120	Project Manager	0	2	8	5	8	5	10	8	46	\$ 5,520
Chip Wolken	\$ 140	Superintendent	0	0	16	0	8	0	2	0	26	\$ 3,640
Brandon Bentley	\$ 115	Lead Conceptual Estimator	4	10	24	200	16	5	2	8	269	\$ 30,935
David Robinson	\$ 115	Lead Estimator (Process Equipmment)	0	0	8	120	16	0	0	0	144	\$ 16,560
Austin Powell	\$ 85	Estimator Level 2 (Structures)	4	0	16	200	16	5	0	8	249	\$ 21,165
Matt Standlee	\$ 85	Estimator Level 2 (Structures/Architectural)	4	0	16	200	16	0	0	0	236	\$ 20,060
Chandler Jackson	\$ 80	Estimator Level 1 (Misc. Sitework)	0	0	8	120	16	0	0	0	144	\$ 11,520
David Tyree	\$ 80	Estimator Level 1 (Civil/Piping)	0	0	8	200	16	0	0	0	224	\$ 17,920
Tara Crossland	\$ 75	Pre-Construction Support	0	0	0	0	0	0	0	0	0	\$ -
CHC Vac Truck	\$ 225	Subsurface Utility Verification	0	0	0	0	0	0	0	0	0	\$ -
		TOTAL BASE STAFF HOURS BY DELIVERABLE =	16	20	160	1053	144	25	16	40	1474	\$ 145,260
			DESIGN REVIEW & TARGET PRICING DEVELOPMENT (90% Design)									
TEAM MEMBER	BILLING RATE (\$/HR)	STAFFING REQUIREMENTS	Further Site Investigation	Cost Model Updates	Design & Constructability Review	Construction Costing	Internal Costing Review	Owner Review Costing Review	Update CPM Schedule	Coordination and Discipline Meetings (Includes 2ea @ 4hrs)	Total Hrs	Total \$
PRECONSTRUCTION SERVICES			HOURS									
Ron Edmond	\$ 150	Project Principle	\$ -	\$ -	\$ -	\$ -	\$ 1,200	\$ 750	\$ -	\$ -	13	\$ 1,950
Ryan Adler	\$ 130	Pre-Construction Manager	\$ 520	\$ 1,040	\$ 2,080	\$ 1,040	\$ 2,080	\$ 650	\$ 260	\$ 1,040	67	\$ 8,710
Bill Hagenburger	\$ 130	Design Manager	\$ -	\$ -	\$ 5,200	\$ -	\$ 1,040	\$ -	\$ -	\$ 1,040	56	\$ 7,280
Stetson Beck	\$ 120	Project Manager	\$ -	\$ 240	\$ 960	\$ 600	\$ 960	\$ 600	\$ 1,200	\$ 960	46	\$ 5,520
Chip Wolken	\$ 140	Superintendent	\$ -	\$ -	\$ 2,240	\$ -	\$ 1,120	\$ -	\$ 280	\$ -	26	\$ 3,640
Brandon Bentley	\$ 115	Lead Conceptual Estimator	\$ 460	\$ 1,150	\$ 2,760	\$ 23,000	\$ 1,840	\$ 575	\$ 230	\$ 920	269	\$ 30,935
David Robinson	\$ 115	Lead Estimator	\$ -	\$ -	\$ 920	\$ 13,800	\$ 1,840	\$ -	\$ -	\$ -	144	\$ 16,560
Austin Powell	\$ 85	Estimator Level 2 (Structures)	\$ 340	\$ -	\$ 1,360	\$ 17,000	\$ 1,360	\$ 425	\$ -	\$ 680	249	\$ 21,165
Matt Standlee	\$ 85	Estimator Level 2	\$ 340	\$ -	\$ 1,360	\$ 17,000	\$ 1,360	\$ -	\$ -	\$ -	236	\$ 20,060
Chandler Jackson	\$ 80	Estimator Level 1 (Misc. Sitework)	\$ -	\$ -	\$ 640	\$ 9,600	\$ 1,280	\$ -	\$ -	\$ -	144	\$ 11,520
David Tyree	\$ 80	Estimator Level 1 (Civil/Piping)	\$ -	\$ -	\$ 640	\$ 16,000	\$ 1,280	\$ -	\$ -	\$ -	224	\$ 17,920
Tara Crossland	\$ 75	Pre-Construction Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
CHC Vac Truck	\$ 225	Subsurface Utility Verification	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
		TOTAL BASE STAFF DOLLARS BY DELIVERABLE =	\$ 1,660	\$ 2,430	\$ 18,160	\$ 98,040	\$ 15,360	\$ 3,000	\$ 1,970	\$ 4,640	1474	\$ 145,260

RFP Development

PROJECT: City of Bentonville Wastewater Treatment Facility			ROLE		RFP DEVELOPMENT				
TEAM MEMBER	BILLING RATE (\$/HR)	STAFFING REQUIREMENTS	RFP Front End (2ea)	Bid Form Creation (2ea)	Methods of Measurement (2ea)	Total Hrs	Total \$		
								HOURS	
Ron Edmond	\$ 150	Project Principle	0	0	0	0	\$ -		
Ryan Adler	\$ 130	Pre-Construction Manager	24	40	48	112	\$ 14,560		
Bill Hagenburger	\$ 130	Design Manager	0	0	0	0	\$ -		
Stetson Beck	\$ 120	Project Manager	8	8	16	32	\$ 3,840		
Chip Wolken	\$ 140	Superintendent	0	0	0	0	\$ -		
Brandon Bentley	\$ 115	Lead Conceptual Estimator	8	8	32	48	\$ 5,520		
David Robinson	\$ 115	Lead Estimator (Process Equipmment)	0	0	0	0	\$ -		
Austin Powell	\$ 85	Estimator Level 2 (Structures)	0	0	8	8	\$ 680		
Matt Standlee	\$ 85	Estimator Level 2 (Structures/Architectural)	0	0	8	8	\$ 680		
Chandler Jackson	\$ 80	Estimator Level 1 (Misc. Sitework)	0	0	0	0	\$ -		
David Tyree	\$ 80	Estimator Level 1 (Civil/Piping)	0	0	8	8	\$ 640		
Tara Crossland	\$ 75	Pre-Construction Support	40	24	8	72	\$ 5,400		
CHC Vac Truck	\$ 225	Subsurface Utility Verification	0	0	0	0	\$ -		
		TOTAL BASE STAFF HOURS BY DELIVERABLE =	80	80	128	288	\$ 31,320		
			RFP DEVELOPMENT						
TEAM MEMBER	BILLING RATE (\$/HR)	STAFFING REQUIREMENTS	RFP Front End (2ea)	Bid Form Creation (2ea)	Methods of Measurement (2ea)	Total Hrs	Total \$		
								HOURS	
Ron Edmond	\$ 150	Project Principle	\$ -	\$ -	\$ -	0	\$ -		
Ryan Adler	\$ 130	Pre-Construction Manager	\$ 3,120	\$ 5,200	\$ 6,240	112	\$ 14,560		
Bill Hagenburger	\$ 130	Design Manager	\$ -	\$ -	\$ -	0	\$ -		
Stetson Beck	\$ 120	Project Manager	\$ 960	\$ 960	\$ 1,920	32	\$ 3,840		
Chip Wolken	\$ 140	Superintendent	\$ -	\$ -	\$ -	0	\$ -		
Brandon Bentley	\$ 115	Lead Conceptual Estimator	\$ 920	\$ 920	\$ 3,680	48	\$ 5,520		
David Robinson	\$ 115	Lead Estimator	\$ -	\$ -	\$ -	0	\$ -		
Austin Powell	\$ 85	Estimator Level 2 (Structures)	\$ -	\$ -	\$ 680	8	\$ 680		
Matt Standlee	\$ 85	Estimator Level 2	\$ -	\$ -	\$ 680	8	\$ 680		
Chandler Jackson	\$ 80	Estimator Level 1 (Misc. Sitework)	\$ -	\$ -	\$ -	0	\$ -		
David Tyree	\$ 80	Estimator Level 1 (Civil/Piping)	\$ -	\$ -	\$ 640	8	\$ 640		
Tara Crossland	\$ 75	Pre-Construction Support	\$ 3,000	\$ 1,800	\$ 600	72	\$ 5,400		
CHC Vac Truck	\$ 225	Subsurface Utility Verification	\$ -	\$ -	\$ -	0	\$ -		
		TOTAL BASE STAFF DOLLARS BY DELIVERABLE =	\$ 8,000	\$ 8,880	\$ 14,440	288	\$ 31,320		

Bidding Phase Management

PROJECT: City of Bentonville Wastewater Treatment Facility			ROLE		BIDDING PHASE MANAGEMENT								
TEAM MEMBER	BILLING RATE (\$/HR)	STAFFING REQUIREMENTS	Bidder Intersect (Internal Smart Bid)	Bidding Platform Setup	Pre-Bid Meeting (1 @ 4hrs ea)	Subcontractor Bidding Assistance	Addenda Management & Creation	Bid Tab Development and Review	Descoping	Total Hrs	Total \$		
												HOURS	
Ron Edmond	\$ 150	Project Principle	0	0	0	0	0	0	0	0	\$ -		
Ryan Adler	\$ 130	Pre-Construction Manager	16	8	4	16	24	24	120	212	\$ 27,560		
Bill Hagenburger	\$ 130	Design Manager	0	0	0	0	0	0	0	0	\$ -		
Stetson Beck	\$ 120	Project Manager	16	0	4	8	8	8	80	124	\$ 14,880		
Chip Wolken	\$ 140	Superintendent	0	0	0	0	0	0	0	0	\$ -		
Brandon Bentley	\$ 115	Lead Conceptual Estimator	16	0	4	24	24	24	120	212	\$ 24,380		
David Robinson	\$ 115	Lead Estimator (Process Equipmment)	16	0	0	24	0	16	40	96	\$ 11,040		
Austin Powell	\$ 85	Estimator Level 2 (Structures)	8	0	4	16	8	16	40	92	\$ 7,820		
Matt Standlee	\$ 85	Estimator Level 2 (Structures/Architectural)	8	0	4	16	8	16	40	92	\$ 7,820		
Chandler Jackson	\$ 80	Estimator Level 1 (Misc. Sitework)	16	0	0	24	0	16	40	96	\$ 7,680		
David Tyree	\$ 80	Estimator Level 1 (Civil/Piping)	8	0	0	8	8	8	20	52	\$ 4,160		
Tara Crossland	\$ 75	Pre-Construction Support	0	8	0	2	2	0	0	12	\$ 900		
CHC Vac Truck	\$ 225	Subsurface Utility Verification	0	0	0	0	0	0	0	0	\$ -		
		TOTAL BASE STAFF HOURS BY DELIVERABLE =	104	16	20	138	82	128	500	988	\$ 106,240		
			BIDDING PHASE MANAGEMENT										
TEAM MEMBER	BILLING RATE (\$/HR)	STAFFING REQUIREMENTS	Bidder Intersect (Internal Smart Bid)	Bidding Platform Setup	Pre-Bid Meeting (1 @ 4hrs ea)	Subcontractor Bidding Assistance	Addenda Management & Creation	Bid Tab Development and Review	Descoping	Total Hrs	Total \$		
												HOURS	
Ron Edmond	\$ 150	Project Principle	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -		
Ryan Adler	\$ 130	Pre-Construction Manager	\$ 2,080	\$ 1,040	\$ 520	\$ 2,080	\$ 3,120	\$ 3,120	\$ 15,600	212	\$ 27,560		
Bill Hagenburger	\$ 130	Design Manager	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -		
Stetson Beck	\$ 120	Project Manager	\$ 1,920	\$ -	\$ 480	\$ 960	\$ 960	\$ 960	\$ 9,600	124	\$ 14,880		
Chip Wolken	\$ 140	Superintendent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -		
Brandon Bentley	\$ 115	Lead Conceptual Estimator	\$ 1,840	\$ -	\$ 460	\$ 2,760	\$ 2,760	\$ 2,760	\$ 13,800	212	\$ 24,380		
David Robinson	\$ 115	Lead Estimator	\$ 1,840	\$ -	\$ -	\$ 2,760	\$ -	\$ 1,840	\$ 4,600	96	\$ 11,040		
Austin Powell	\$ 85	Estimator Level 2 (Structures)	\$ 680	\$ -	\$ 340	\$ 1,360	\$ 680	\$ 1,360	\$ 3,400	92	\$ 7,820		
Matt Standlee	\$ 85	Estimator Level 2	\$ 680	\$ -	\$ 340	\$ 1,360	\$ 680	\$ 1,360	\$ 3,400	92	\$ 7,820		
Chandler Jackson	\$ 80	Estimator Level 1 (Misc. Sitework)	\$ 1,280	\$ -	\$ -	\$ 1,920	\$ -	\$ 1,280	\$ 3,200	96	\$ 7,680		
David Tyree	\$ 80	Estimator Level 1 (Civil/Piping)	\$ 640	\$ -	\$ -	\$ 640	\$ 640	\$ 640	\$ 1,600	52	\$ 4,160		
Tara Crossland	\$ 75	Pre-Construction Support	\$ -	\$ 600	\$ -	\$ 150	\$ 150	\$ -	\$ -	12	\$ 900		
CHC Vac Truck	\$ 225	Subsurface Utility Verification	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -		
		TOTAL BASE STAFF DOLLARS BY DELIVERABLE =	\$ 10,960	\$ 1,640	\$ 2,140	\$ 13,990	\$ 8,990	\$ 13,320	\$ 55,200	988	\$ 106,240		

GMP Development

PROJECT: City of Bentonville Wastewater Treatment Facility		ROLE	GMP DEVELOPMENT							
TEAM MEMBER	BILLING RATE (\$/HR)	STAFFING REQUIREMENTS	Cover and TOC	CPM Schedule Update & Final Internal Review	Assumptions and Clarifications	Finalize GC's & PR's	Finalize Scoping Documents	Final Costing Update & Internal Review	Total Hrs	Total \$
PRECONSTRUCTION SERVICES			HOURS							
Ron Edmond	\$ 150	Project Principle	0	0	4	4	0	8	16	\$ 2,400
Ryan Adler	\$ 130	Pre-Construction Manager	2	8	24	16	16	24	90	\$ 11,700
Bill Hagenburger	\$ 130	Design Manager	0	0	0	0	0	0	0	\$ -
Stetson Beck	\$ 120	Project Manager	0	16	16	8	0	8	48	\$ 5,760
Chip Wolken	\$ 140	Superintendent	0	8	0	8	0	0	16	\$ 2,240
Brandon Bentley	\$ 115	Lead Conceptual Estimator	0	8	16	8	8	24	64	\$ 7,360
David Robinson	\$ 115	Lead Estimator (Process Equipmment)	0	0	8	0	0	16	24	\$ 2,760
Austin Powell	\$ 85	Estimator Level 2 (Structures)	0	8	8	8	0	16	40	\$ 3,400
Matt Standlee	\$ 85	Estimator Level 2 (Structures/Architectural)	0	8	8	8	0	16	40	\$ 3,400
Chandler Jackson	\$ 80	Estimator Level 1 (Misc. Sitework)	0	0	8	0	0	16	24	\$ 1,920
David Tyree	\$ 80	Estimator Level 1 (Civil/Piping)	0	8	8	8	0	8	32	\$ 2,560
Tara Crossland	\$ 75	Pre-Construction Support	8	0	0	0	0	0	8	\$ 600
CHC Vac Truck	\$ 225	Subsurface Utility Verification	0	0	0	0	0	0	0	\$ -
		TOTAL BASE STAFF HOURS BY DELIVERABLE =	10	64	100	68	24	136	402	\$ 44,100
			GMP DEVELOPMENT							
TEAM MEMBER	BILLING RATE (\$/HR)	STAFFING REQUIREMENTS	Cover and TOC	CPM Schedule Update & Final Internal Review	Assumptions and Clarifications	Finalize GC's & PR's	Finalize Scoping Documents	Final Costing Update & Internal Review	Total Hrs	Total \$
PRECONSTRUCTION SERVICES			HOURS							
Ron Edmond	\$ 150	Project Principle	\$ -	\$ -	\$ 600	\$ 600	\$ -	\$ 1,200	16	\$ 2,400
Ryan Adler	\$ 130	Pre-Construction Manager	\$ 260	\$ 1,040	\$ 3,120	\$ 2,080	\$ 2,080	\$ 3,120	90	\$ 11,700
Bill Hagenburger	\$ 130	Design Manager	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
Stetson Beck	\$ 120	Project Manager	\$ -	\$ 1,920	\$ 1,920	\$ 960	\$ -	\$ 960	48	\$ 5,760
Chip Wolken	\$ 140	Superintendent	\$ -	\$ 1,120	\$ -	\$ 1,120	\$ -	\$ -	16	\$ 2,240
Brandon Bentley	\$ 115	Lead Conceptual Estimator	\$ -	\$ 920	\$ 1,840	\$ 920	\$ 920	\$ 2,760	64	\$ 7,360
David Robinson	\$ 115	Lead Estimator	\$ -	\$ -	\$ 920	\$ -	\$ -	\$ 1,840	24	\$ 2,760
Austin Powell	\$ 85	Estimator Level 2 (Structures)	\$ -	\$ 680	\$ 680	\$ 680	\$ -	\$ 1,360	40	\$ 3,400
Matt Standlee	\$ 85	Estimator Level 2	\$ -	\$ 680	\$ 680	\$ 680	\$ -	\$ 1,360	40	\$ 3,400
Chandler Jackson	\$ 80	Estimator Level 1 (Misc. Sitework)	\$ -	\$ -	\$ 640	\$ -	\$ -	\$ 1,280	24	\$ 1,920
David Tyree	\$ 80	Estimator Level 1 (Civil/Piping)	\$ -	\$ 640	\$ 640	\$ 640	\$ -	\$ 640	32	\$ 2,560
Tara Crossland	\$ 75	Pre-Construction Support	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	8	\$ 600
CHC Vac Truck	\$ 225	Subsurface Utility Verification	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
		TOTAL BASE STAFF DOLLARS BY DELIVERABLE =	\$ 860	\$ 7,000	\$ 11,040	\$ 7,680	\$ 3,000	\$ 14,520	402	\$ 44,100

Summary of Pre-Construction Services Costs

Hourly Rate Summary

PROJECT: City of Bentonville Wastewater Treatment Facility		ROLE		
TEAM MEMBER	BILLING RATE (\$/HR)	STAFFING REQUIREMENTS	Total Hrs	Total \$
PRECONSTRUCTION SERVICES				
Ron Edmond	\$ 150	Project Principle	50	\$ 7,500.00
Ryan Adler	\$ 130	Pre-Construction Manager	584	\$ 75,920.00
Bill Hagenburger	\$ 130	Design Manager	154	\$ 20,020.00
Stetson Beck	\$ 120	Project Manager	352	\$ 42,240.00
Chip Wolken	\$ 140	Superintendent	74	\$ 10,360.00
Brandon Bentley	\$ 115	Lead Conceptual Estimator	921	\$ 105,915.00
David Robinson	\$ 115	Lead Estimator (Process Equipmment)	424	\$ 48,760.00
Austin Powell	\$ 85	Estimator Level 2 (Structures)	654	\$ 55,590.00
Matt Standlee	\$ 85	Estimator Level 2 (Structures/Architectural)	624	\$ 53,040.00
Chandler Jackson	\$ 80	Estimator Level 1 (Misc. Sitework)	424	\$ 33,920.00
David Tyree	\$ 80	Estimator Level 1 (Civil/Piping)	556	\$ 44,480.00
Tara Crossland	\$ 75	Pre-Construction Support	92	\$ 6,900.00
CHC Vac Truck	\$ 225	Subsurface Utility Verification	0	\$ -
TOTAL BASE STAFF HOURS BY DELIVERABLE =			4909	\$ 504,645

Total Pre-Construction Cost: \$511,945

CMAR SERVICES			
Pre-Construction Services (Billing Milestones)	Total Hours (including subconsultants)	Indirect Expenses	Total Costs
1. Design Rev. & Target Pricing Dev. (60%)	1757	\$ 3,500.00	\$ 181,225.00
2. Design Rev. & Target Pricing Dev. (90%)	1474	\$ 3,500.00	\$ 148,760.00
3. RFP Development	288	\$ -	\$ 31,320.00
4. Bidding Phase Management	988	\$ 300.00	\$ 106,540.00
5. GMP Development	402	\$ -	\$ 44,100.00
6. CHC Vac Truck Services (Hourly Rate)	0	\$ 225.00	\$ -
Total Pre-Construction Services	4909		\$ 511,945.00
Notes/Clarifications:			
- CHC Vac Truck services are a available by the hour as needed during the project duration.			
- The indirect expense for bid software and advertisements includes the cost for utilizing CIVCAST USA for bid management.			
- The indirect expense of \$3,500 at the 60% & 90% design intervals are intended for Agtek (Earthwork) services.			

CROSSLAND
HEAVY CONTRACTORS

ConsensusDocs 500

STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTION MANAGER (Where the CM is At-Risk)

TABLE OF ARTICLES

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2. GENERAL PROVISIONS
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4. OWNER'S RESPONSIBILITIES
5. SUBCONTRACTS
6. TIME
7. COMPENSATION AND GUARANTEED MAXIMUM PRICE
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10. PAYMENT
11. INDEMNITY, INSURANCE, AND BONDS
12. SUSPENSION, NOTICE TO CURE, AND TERMINATION
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15. CONTRACT DOCUMENTS

ARTICLE 1 AGREEMENT

Job Number: N/A Account Code: N/A

This Agreement is made this _____ day of _____ in the year 2024, by and between the

OWNER, City of Bentonville

Owner Representatives:

Project Lead: Chris Earl

Legal Notices: Camille Thompson

and the

CONSTRUCTION MANAGER,
Crossland Heavy Contractors Inc.
1800 S 52nd St STW 410
Rogers, AR 72745

for construction and services in connection with the following

PROJECT: City of Bentonville Water Resource Recovery Facility Improvements Project located at 1901 NE A Street, Bentonville, Arkansas 72712

Design Professional is Hawkins-Weir Engineers, Inc.



ARTICLE 2 GENERAL PROVISIONS

2.1 PARTIES' RELATIONSHIP Each Party agrees to act on the basis of mutual trust, good faith, and fair dealing, and perform in an economical and timely manner. The Parties shall each endeavor to promote harmony and cooperation among all Project participants.

2.1.1 Construction Manager represents that it is an independent contractor and that it is familiar with the type of Work it is undertaking.

2.1.2 Neither Construction Manager nor any of its agents or employees shall act on behalf of or in the name of Owner except as provided in this Agreement unless authorized in writing by Owner's Representative.

2.2 ETHICS Each Party shall perform with integrity. Each shall: (a) avoid conflicts of interest, and (b) promptly disclose to the other Party any conflicts that may arise. Each Party warrants that it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including its agents, officers, employees, Subcontractors, Subsubcontractors, Suppliers, or Others to secure preferential treatment.

2.3 DESIGN PROFESSIONAL Owner, through its Design Professional, shall provide all architectural and engineering design services necessary for the completion of the Work excluding, however, (a) design services delegated to Construction Manager in accordance with §3.17, and (b) services within the construction means, methods, techniques, sequences, and procedures employed by Construction Manager, its Subcontractors, and Subsubcontractors in connection with their construction operations.

2.4 Owner shall obtain from Design Professional either a license for Construction Manager and Subcontractors to use the design documents prepared by Design Professional or ownership of the copyrights for such design documents, and shall indemnify and hold harmless Construction Manager against any suits or claims of infringement of any copyrights or licenses arising out of the use of the design documents for the Project.

2.5 DEFINITIONS

2.5.1 "Agreement" means this ConsensusDocs 500 Standard Agreement and General Conditions Between Owner and Construction Manager, as modified, and exhibits and attachments made part of this agreement upon its execution.

2.5.1.1 The following attached exhibits are a part of this Agreement:

Exhibit A: CMAR Fee Proposal

Exhibit B: Allowable Use of CMAR Contingency

2.5.2 "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

2.5.3 A "Change Order" is a written order signed by the Parties after execution of this Agreement, indicating changes in the scope of the Work, the GMP and Date of Substantial Completion or Date of Final Completion, including substitutions proposed by Construction Manager and accepted by Owner.

2.5.4 The "Contract Documents" consist of (a) this Agreement; (b) documents listed in §15.1 as existing contract documents; (c) drawings, specifications, addenda issued and acknowledged before



execution of this Agreement; (d) information furnished by Owner pursuant to §3.15.4, and (e) Change Orders, Interim Directives, and amendments issued in accordance with this Agreement.

2.5.5 "Contract Time" is the period between the Date of Commencement and the total time authorized to achieve Final Completion.

2.5.6 "Cost of the Work" means the costs and discounts specified in ARTICLE 8.

2.5.7 The "Construction Manager" is the person or entity identified in ARTICLE 1 and includes Construction Manager's Representative.

2.5.8 "Date of Commencement" is as set forth in §6.1.

2.5.9 "Day" means a calendar day.

2.5.10 "Defective Work" is any portion of the Work that that does not conform with the requirements of the Contract Documents.

2.5.11 "Design Professional" means the licensed architect or engineer, and its consultants, retained by Owner to perform design services for the Project.

2.5.12 "Final Completion" occurs on the date when Construction Manager's obligations under this Agreement are complete and accepted by Owner and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by the Parties.

2.5.13 "Hazardous Material" is any substance or material identified now or in the future as hazardous under the Law, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.

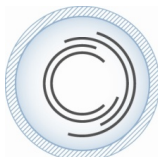
2.5.14 "Interim Directive" is a written order containing change to the Work directed by Owner pursuant to §9.2 and that is signed by Owner after execution of this Agreement and before Substantial Completion.

2.5.15 "Law" means federal, state, or local laws, ordinances, codes, rules, and regulations applicable to the Work with which Construction Manager must comply that are enacted as of the Agreement date.

2.5.16 "Others" means Owner's other: (a) contractors/constructors, (b) suppliers, (c) subcontractors, subsubcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.

2.5.17 "Overhead" means (a) payroll costs, burden, and other compensation of Construction Manager's employees in Construction Manager's principal and branch offices; (b) general and administrative expenses of Construction Manager's principal and branch offices including charges against Construction Manager for delinquent payments, and costs related to the correction of defective work; and (c) Construction Manager's capital expenses, including interest on capital used for the Work.

2.5.18 "Owner" is the person or entity identified in ARTICLE 1.



2.5.19 The “Owner’s Program” is an initial description of Owner’s objectives, including budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, site requirements, and any requirements for phased occupancy.

2.5.20 The “Parties” are collectively Owner and Construction Manager.

2.5.21 The “Project,” as identified in ARTICLE 1, is the building, facility, or other improvements for which Construction Manager is to perform Work under this Agreement. It may also include construction by Owner or Others.

2.5.22 The “Schedule of the Work” is the document prepared by Construction Manager that specifies the dates on which Construction Manager plans to begin and complete various parts of the Work, including dates on which information and approvals are required from Owner.

2.5.23 “Subcontractor” is a person or entity retained by Construction Manager as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Design Professional or Others.

2.5.24 “Substantial Completion” of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that Owner may occupy or utilize the Work, or a designated portion, for the use for which it is intended, without unapproved disruption. The issuance of a certificate of occupancy is not a prerequisite for Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond Construction Manager’s control. This date shall be confirmed by a certificate of Substantial Completion signed by the Parties.

2.5.25 A “Subsubcontractor” is a person or entity who has an agreement with a Subcontractor or another subsubcontractor or Supplier to perform a portion of the Subcontractor’s Work or supply material or equipment.

2.5.26 A “Supplier” is a person or entity retained by Constructor to provide material or equipment for the Work.

2.5.27 “Terrorism” means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

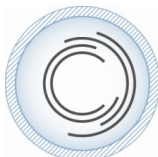
2.5.28 “Work” means the construction and administrative and management services necessary or incidental to fulfill Construction Manager’s obligations for the Project in accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.

2.5.29 “Worksite” means the area of the Project location as identified in ARTICLE 1 where the Work is to be performed.

ARTICLE 3 CONSTRUCTION MANAGER’S RESPONSIBILITIES

3.1 GENERAL RESPONSIBILITIES

3.1.1 Construction Manager shall provide all labor, materials, equipment, and services necessary to complete the Work, all of which shall be provided in full accord with the Contract Documents and reasonably inferable from the Contract Documents.



3.1.2 Construction Manager represents that it is an independent contractor and that it is familiar with the type of work required by this Agreement.

3.1.3 Unless the Contract Documents instruct otherwise, Construction Manager shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized. When following construction means, methods, techniques, sequences, or procedures instructed by the Contract Documents, Construction Manager is not liable to Owner for damages resulting from compliance with such instructions, unless (a) Construction Manager recognized and (b) failed to timely report to Owner any error, inconsistency, omission, or unsafe practice that it discovered in such requirements.

3.1.4 Construction Manager shall perform Work only within locations allowed by the Contract Documents, Law, and applicable permits.

3.2 CONSTRUCTION PERSONNEL AND SUPERVISION

3.2.1 Construction Manager shall provide competent supervision for the performance of the Work. Before commencing the Work, Construction Manager shall notify Owner in writing of the name and qualifications of its proposed superintendent(s) and project manager, so Owner may review the individual's qualifications. If, for reasonable cause, Owner refuses to approve the individual, or withdraws its approval after once giving it, Construction Manager shall name a different superintendent for Owner's review.

3.2.2 Construction Manager shall be responsible to Owner for acts or omissions of Parties or entities performing portions of the Work for or on behalf of Construction Manager or any of its Subcontractors.

3.2.3 Construction Manager shall permit only fit and skilled persons to perform the Work. Construction Manager shall enforce safety procedures, strict discipline and good order among persons performing the Work. If Owner determines that a particular person does not follow safety procedures, or is unfit or unskilled for the assigned work, Construction Manager shall immediately reassign the person on receipt of Owner's written notice to do so.

3.2.4 CONSTRUCTION MANAGER'S REPRESENTATIVE Construction Manager's authorized representative is Ron Edmond. Construction Manager's Representative shall possess full authority to receive instructions from Owner and to act on those instructions. If Construction Manager changes its representative or their authority, Construction Manager shall immediately notify Owner in writing.

3.3 PRECONSTRUCTION SERVICES The Preconstruction Services under this section are included in Construction Manager's work.

3.3.1 PRELIMINARY EVALUATION Construction Manager shall provide a preliminary evaluation of Owner's Program and report such findings to Owner and Design Professional.

3.3.2 CONSULTATION Construction Manager shall schedule and attend regular meetings with Owner and Design Professional. Construction Manager shall consult with Owner and Design Professional regarding site use and improvements and the selection of materials, building systems, and equipment. Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation, and construction completion; and factors related to construction cost, including estimates of alternative designs or materials.



3.3.3 SCHEDULE OF THE WORK When Project requirements have been sufficiently identified, Construction Manager shall prepare a preliminary Schedule of the Work for Design Professional's review and Owner's approval. Construction Manager shall coordinate and integrate the Schedule of the Work with the services and activities of Owner, Construction Manager, Design Professional, and the requirements of governmental entities. As design proceeds, Construction Manager shall update the Schedule of the Work to indicate proposed activity sequences, durations, or milestone dates for such activities as receipt and approval of pertinent information, issuance of the drawings and specifications, the preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements and estimated date of Substantial Completion of the Project. If Schedule of the Work updates indicate that milestone dates contained in prior Schedules of the Work will not be met, Construction Manager shall notify and make recommendations to Owner. If the Project is to be completed in phases, Construction Manager shall make recommendations to Owner and Design Professional regarding the phased issuance of the drawings and specifications.

3.3.4 ESTIMATES

3.3.4.1 When Owner has sufficiently identified Owner's Program and other Project requirements and Design Professional has prepared other basic design criteria, Construction Manager shall prepare, for the review of Design Professional and approval of Owner, an initial estimate for the Project, utilizing area, volume, or similar conceptual estimating techniques.

3.3.4.2 When schematic or preliminary design documents have been completed by Design Professional and approved by Owner, Construction Manager shall prepare for the review of Design Professional and approval of Owner, a more detailed budget with supporting data. During the preparation of the design development documents or documents of comparable detail, Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by The Parties.

3.3.4.3 When design development documents or documents of comparable detail have been completed by Design Professional and approved by Owner, Construction Manager shall prepare a further detailed estimate with supporting data for review by Design Professional and approval by Owner. During the preparation of the drawings and specifications, Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by the Parties.

3.3.4.4 If any estimate submitted to Owner exceeds previously approved estimates, Construction Manager shall notify and make recommendations to Owner.

3.3.5 CONSTRUCTION DOCUMENT REVIEW Construction Manager shall review the drawings and specifications in an effort to identify potential constructability problems that could impact Construction Manager's ability to perform the Work in an expeditious and economical manner. Construction Manager shall issue a report to Design Professional and Owner for their review and action as appropriate. In addition, Construction Manager shall promptly report to Owner and Design Professional any errors or omissions which it discovers in the drawings and specifications.

3.3.6 TEMPORARY FACILITIES Construction Manager shall make recommendations regarding temporary construction facilities, equipment, materials, and services for common use by Construction Manager, its Subcontractors, Subsubcontractors, and Suppliers.

3.3.7 LONG-LEAD-TIME ITEMS Construction Manager shall recommend to Owner and Design Professional a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Schedule of the Work. Construction Manager shall help expedite the delivery of long-lead-time items.



3.3.8 SOLICITATION OF SUBCONTRACTORS AND SUPPLIERS Construction Manager shall seek to develop Subcontractor interest in the Project and shall furnish to Owner and Design Professional a list of possible subcontractors from whom proposals may be requested for each principal portion of the Work. Owner shall promptly reply in writing to Construction Manager if Owner or Design Professional know of any objection to a subcontractor. Owner may designate specific persons or entities from whom Construction Manager shall solicit bids.

3.3.9 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION Construction Manager shall consult with Owner regarding equal employment opportunity and affirmative action programs.

3.3.10 CONSULTANTS Construction Manager shall assist Owner in selecting, retaining, and coordinating the professional services of a surveyor, testing laboratories, and special consultants as needed.

3.3.11 PERMITS Construction Manager shall assist Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by Construction Manager.

3.3.12 OTHER PRECONSTRUCTION SERVICES Construction Manager shall provide such other preconstruction services as are agreed upon by the Parties and identified in an attached exhibit to this Agreement.

3.4 GUARANTEED MAXIMUM PRICE (GMP)

3.4.1 At such time as the Parties agree the drawings and specifications are sufficiently complete, Construction Manager shall prepare and submit to Owner in writing a GMP. The GMP proposal shall include the sum of the estimated cost of the Work, Construction Manager's Fee, the clarifications and assumptions upon which it is based, allowances, and reasonable contingencies, but shall not include compensation for Preconstruction Services. Construction Manager does not guarantee any specific line item provided as part of the GMP, but agrees that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with this Agreement.

3.4.2 BASIS OF GUARANTEED MAXIMUM PRICE Construction Manager shall include with the GMP proposal a written statement of its basis, which shall include:

3.4.2.1 a list of the drawings and specifications, including all addenda, which were used in preparation of the GMP Proposal;

3.4.2.2 a list of allowances and a statement of their basis;

3.4.2.3 a list of the assumptions and clarifications made by Construction Manager in the preparation of the GMP Proposal to supplement the information contained in the drawings and specifications;

3.4.2.4 the Date of Substantial Completion or the Date of Final Completion upon which the proposed GMP is based, and the Schedule of Work upon which the Date of Substantial Completion or the Date of Final Completion is based;

3.4.2.5 a schedule of applicable alternate prices;

3.4.2.6 a schedule of applicable unit prices;



3.4.2.7 a statement of any work to be self-performed by Construction Manager.

3.4.3 Construction Manager shall meet with Owner and Design Professional to review the GMP. If Owner or Design Professional discovers any inconsistencies, inaccuracies, or omissions in the information presented, they shall promptly notify Construction Manager, who shall make appropriate adjustments to the GMP. Owner shall then give prompt written approval of the GMP.

3.4.4 Owner shall cause Design Professional to revise the drawings and specifications to the extent necessary to reflect the clarifications, assumptions, and allowances on which the GMP is based. Revised drawings and specifications shall be furnished to Construction Manager in accordance with the current Schedule of the Work, unless otherwise agreed by Owner, Construction Manager, and Design Professional. Construction Manager shall promptly notify Owner and Design Professional if the revised drawings and specifications are inconsistent with the GMP's clarifications, assumptions, and allowances.

3.4.5 If the Contract Documents are not complete at the time the GMP proposal is submitted to Owner, Construction Manager shall provide in the GMP for further development of the Contract Documents. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Document.

3.4.6 If this Agreement is executed before establishment of the Guaranteed Maximum Price and its acceptance by Owner, then the GMP and its basis shall be set forth in Amendment 1.

3.4.7 Allowances shall include the costs of materials, supplies, and equipment delivered to the Worksite less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. Construction Manager's overhead and profit for the allowances shall be included in the GMP, but not in the allowances. The GMP shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances.

3.4.8 FAILURE TO ACCEPT THE GMP PROPOSAL Unless Owner accepts the GMP Proposal in writing on or before the date specified in the GMP Proposal for such acceptance and so notifies Construction Manager, the GMP Proposal shall not be effective. If Owner fails to accept the GMP Proposal, or rejects the GMP Proposal, Owner shall have the right to:

3.4.8.1 suggest modifications to the GMP Proposal. If such modifications are accepted in writing by Construction Manager, the GMP Proposal shall be deemed accepted in accordance with §3.4.6;

3.4.8.2 direct Construction Manager to proceed on the basis of reimbursement as provided in ARTICLE 7 and ARTICLE 8 without a GMP, in which case all references in this Agreement to the GMP shall not be applicable; or

3.4.8.3 terminate the Agreement for convenience in accordance with §12.3. In the absence of a GMP the Parties may establish a Date of Substantial Completion or a Date of Final Completion.

3.4.9 PRE-GMP WORK Before Owner's acceptance of the GMP Proposal, Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as provided in this Agreement or as Owner may specifically authorize in writing.

3.5 WORKMANSHIP



3.5.1 The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except as otherwise provided in the Contract Documents.

3.6 COOPERATION WITH WORK OF OWNER AND OTHERS

3.6.1 Owner may perform work at the Worksite directly or by Others. Any agreements with Others to perform construction or operations related to the Project shall include provisions pertaining to insurance, indemnification, waiver of subrogation, consequential damages, coordination, interference, cleanup, and safety that are substantively the same as the corresponding provisions of this Agreement.

3.6.2 If Owner elects to perform work at the Worksite directly or by Others, the Parties shall coordinate the activities of all forces at the Worksite and agree upon fair and reasonable schedules and operational procedures for Worksite activities. Owner shall require each separate contractor to cooperate with Construction Manager and assist with the coordination of activities and the review of construction schedules and operations. The GMP or the Date of Substantial Completion or the Date of Final Completion may be equitably adjusted in accordance with this Agreement, for changes resulting from the coordination of construction activities, and the Schedule of the Work shall be revised accordingly.

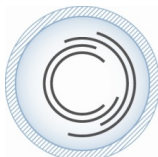
3.6.3 With regard to the work of Owner and Others, Construction Manager shall (a) proceed with the Work in a manner that does not hinder, delay, or interfere with the work of Owner or Others or cause the work of Owner or Others to become defective; (b) afford Owner or Others reasonable access for introduction and storage of their materials and equipment and performance of their activities; and (c) coordinate Construction Manager's Work with theirs.

3.6.4 Before proceeding with any portion of the Work affected by the construction or operations of Owner or Others, Construction Manager shall give Owner prompt, written notification of any defects Construction Manager discovers in their work which will prevent the proper execution of the Work. Construction Manager's obligations in this subsection do not create a responsibility for the work of Owner or Others, but are for the purpose of facilitating the Work. If Construction Manager does not notify Owner of defects interfering with the performance of the Work, Construction Manager acknowledges that the work of Owner or Others is not defective and is acceptable for the proper execution of the Work. Following receipt of written notice from Construction Manager of defects, Owner shall promptly issue an Interim Directive informing Construction Manager what action, if any, Construction Manager shall take with regard to the defects.

3.7 CONTRACT DOCUMENT REVIEW AND ADMINISTRATION

3.7.1 Before commencing the Work, Construction Manager shall examine and compare the drawings and specifications with information furnished by Owner that are considered Contract Documents, relevant field measurements made by Construction Manager, and any visible conditions at the Worksite affecting the Work.

3.7.2 Should Construction Manager discover any errors, omissions, or inconsistencies in the Contract Documents, Construction Manager shall promptly report them to Owner. It is recognized, however, that Construction Manager is not acting in the capacity of a licensed design professional, and that Construction Manager's examination is to facilitate construction and does not create an affirmative responsibility to detect defects or to ascertain compliance with a Law. Following receipt of written notice from Construction Manager of defects, Owner shall promptly inform Construction Manager what action, if any, Construction Manager shall take with regard to the defect.



3.7.3 Construction Manager shall have no liability for errors, omissions, or inconsistencies discovered under this section, unless Construction Manager knowingly fails to report a recognized problem to Owner.

3.7.4 Construction Manager may be entitled to additional costs or time because of clarifications or instructions growing out of Construction Manager's reports described in this §3.7.

3.7.5 Nothing in §3.7 shall relieve Constructor of responsibility for its own errors, inconsistencies, or omissions.

3.7.6 COST REPORTING Construction Manager shall maintain complete, accurate, and current records that comply with generally accepted accounting principles and calculate the proper financial management under this Agreement. Construction Manager shall maintain a complete set of all books and records prepared or used by Construction Manager with respect to the Project. Owner shall be afforded access to all of Construction Manager's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. Construction Manager shall preserve all such records for a period of three years after the final payment or longer where required by Law.

3.7.6.1 Construction Manager agrees to use reasonable skill and judgment in the preparation of cost estimates and Schedule of the Work, but does not warrant or guarantee their accuracy.

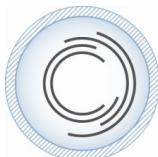
3.8 MATERIALS FURNISHED BY OWNER OR OTHERS

3.8.1 If the Work includes installation of materials or equipment furnished by Owner or Others, it shall be the responsibility of Construction Manager to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of Construction Manager shall be the responsibility of Construction Manager and may be deducted from any amounts due or to become due Construction Manager. Any defects discovered in such materials or equipment shall be reported at once to Owner. Following receipt of written notice from Construction Manager of defects, Owner shall promptly inform Construction Manager what action, if any, Construction Manager shall take with regard to the defects.

3.9 TESTS AND INSPECTIONS

3.9.1 Construction Manager shall schedule all required tests, approvals, and inspections of the Work or portions thereof at appropriate times so as not to delay the progress of the Work or other work related to the Project. Construction Manager shall give proper notice to all required Parties of such tests, approvals, and inspections. If feasible, Owner and Others may timely observe the tests at the normal place of testing. Except as provided in §3.9.3, Owner shall bear all expenses associated with tests, inspections, and approvals required by the Contract Documents which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity retained by Owner. Unless otherwise required by the Contract Documents, required certificates of testing, approval, or inspection shall be secured by Construction Manager and promptly delivered to Owner.

3.9.2 If Owner or appropriate authorities determine that tests, inspections, or approvals in addition to those required by the Contract Documents will be necessary, Construction Manager shall arrange for the procedures and give timely notice to Owner and Others who may observe the procedures. Costs of the additional tests, inspections, or approvals are at Owner's expense except as provided in the subsection below.



3.9.3 If the procedures described in the two subsections immediately above indicate that portions of the Work fail to comply with the Contract Documents due to the negligence of Construction Manager, Construction Manager shall be responsible for costs of correction and retesting.

3.10 WARRANTY

3.10.1 Construction Manager warrants that all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At Owner's request, Construction Manager shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. Construction Manager further warrants that the Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. Construction Manager's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by Owner or others, or abuse. Construction Manager's warranty shall commence on the Date of Substantial Completion of the Work, or of a designated portion.

3.10.2 With respect to any portion of Work first performed after Substantial Completion, Construction Manager's warranty obligation shall be extended by the period of time between Substantial Completion and the actual performance of the later Work.

3.10.3 To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by Owner, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. For such incorporated items, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED

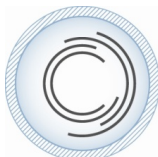
3.10.4 Construction Manager shall obtain from its Subcontractors and Suppliers any special or extended warranties required by the Contract Documents. Construction Manager's liability for such warranties shall be limited to the two-year correction period referred to in the section immediately below. After that period Construction Manager shall provide reasonable assistance to Owner in enforcing the obligations of Subcontractors or Suppliers for such extended warranties.

3.11 CORRECTION OF WORK WITHIN TWO YEARS

3.11.1 If before Substantial Completion or within two years after the date of Substantial Completion of the Work any Defective Work is found, Owner shall promptly notify Construction Manager in writing. Unless Owner provides written acceptance of the condition, Construction Manager shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the two-year correction period Owner discovers and does not promptly notify Construction Manager or give Construction Manager an opportunity to test or correct Defective Work as reasonably requested by Construction Manager, Owner waives Construction Manager's obligation to correct that Defective Work as well as Owner's right to claim a breach of the warranty with respect to that Defective Work.

3.11.2 With respect to any portion of Work first performed after Substantial Completion, the two-year correction period shall commence when that portion of the Work is substantially complete. Correction periods shall not be extended by corrective work performed by Construction Manager.

3.11.3 If Construction Manager fails to correct Defective Work within a reasonable time after receipt of written notice from Owner before final payment, Owner may correct it in accordance with Owner's



right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due Construction Manager. If payments then or thereafter due Construction Manager are not sufficient to cover such amounts, Construction Manager shall pay the difference to Owner.

3.11.4 Construction Manager's obligations and liability, if any, with respect to any Defective Work discovered after the two-year correction period shall be determined by the Law. If, after the two-year correction period but before the applicable limitation period has expired, Owner discovers any Work which Owner considers Defective Work, Owner shall, unless the Defective Work requires emergency correction, promptly notify Construction Manager and allow Construction Manager an opportunity to correct the Work if Construction Manager elects to do so. If Construction Manager elects to correct the Work it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from Owner and shall complete the correction of Work within a mutually agreed timeframe. If Construction Manager does not elect to correct the Work, Owner may have the Work corrected by itself or Others, and, if Owner intends to seek recovery of those costs from Construction Manager, Owner shall promptly provide Construction Manager with an accounting of the actual correction costs.

3.11.5 If Construction Manager's correction or removal of Defective Work causes damage to or destroys other completed or partially completed work or existing building, Construction Manager shall be responsible for the cost of correcting the destroyed or damaged property.

3.11.6 The two-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of Construction Manager's other obligations under the Contract Documents.

3.11.7 Before final payment, at Owner's option and with Construction Manager's agreement, Owner may elect to accept Defective Work rather than require its removal and correction. In such cases the GMP shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.

3.12 CORRECTION OF COVERED WORK

3.12.1 Upon issuance of an Interim Directive, Work that has been covered without a requirement that it be inspected before being covered may be uncovered for Owner's inspection. Owner shall pay for the costs of uncovering and replacement if the Work proves to be in conformance with the Contract Documents, or if the defective condition was caused by Owner or Others. If the uncovered Work proves to be defective, Construction Manager shall pay the costs of uncovering and replacement.

3.12.2 If any Work is covered contrary to requirements in the Contract Documents, Owner may issue an Interim Directive to uncover the Work for Owner's observation and recover the Work all at Construction Manager's expense. In this circumstance the Work shall be replaced at Construction Manager's expense and with no adjustment to the Dates of Substantial or Final Completion.

3.13 SAFETY OF PERSONS AND PROPERTY

3.13.1 SAFETY PROGRAMS Construction Manager holds overall responsibility for safety programs. However, such obligation does not relieve Subcontractors of their safety responsibilities and to comply with the Law. Construction Manager shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored at onsite or offsite locations for use in performing the



Work; and (c) property located at the Worksite and adjacent to work areas, whether or not the property is part of the Worksite.

3.13.2 CONSTRUCTION MANAGER'S SAFETY REPRESENTATIVE Construction Manager shall designate an individual at the Worksite in its employ as its safety representative. Unless otherwise identified by Construction Manager in writing to Owner, Construction Manager's project superintendent shall serve as its safety representative. Construction Manager shall report promptly in writing all recordable accidents and injuries occurring at the Worksite. When Construction Manager is required to file an accident report with a public authority, Construction Manager shall furnish a copy of the report to Owner.

3.13.3 Construction Manager shall provide Owner with copies of all notices required of Construction Manager by the Law. Construction Manager's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.

Damage or loss not insured under property insurance that may arise from the Work, to the extent caused by negligent or intentionally wrongful acts or omissions of Construction Manager, or anyone for whose acts Construction Manager may be liable, shall be promptly remedied by Construction Manager.

3.13.4 If Owner deems any part of the Work or Worksite unsafe, Owner, without assuming responsibility for Construction Manager's safety program, may require by Interim Directive Construction Manager to stop performance of the Work, take corrective measures satisfactory to Owner, or both. If Construction Manager does not adopt corrective measures, Owner may perform them and deduct their cost from the GMP. Construction Manager agrees to make no claim for damages, or an increase in the GMP, or for a change in the Dates of Substantial or Final Completion based on Construction Manager's compliance with Owner's reasonable request.

3.14 EMERGENCIES In an emergency affecting the safety of persons or property, Construction Manager shall act in a reasonable manner to prevent threatened damage, injury, or loss. If appropriate, an equitable adjustment in GMP or Date of Substantial Completion or Date of Final Completion shall be determined as provided for in ARTICLE 9.

3.15 HAZARDOUS MATERIALS

3.15.1 Construction Manager shall not be obligated to commence or continue Work until any Hazardous Material discovered at the Worksite has been removed, rendered or determined to be harmless by Owner as certified by an independent testing laboratory, and approved by the appropriate governmental agency.

3.15.2 If after commencing the Work, Hazardous Material is discovered at the Worksite, Construction Manager shall be entitled to immediately stop Work in the affected area. Construction Manager shall promptly report the condition to Owner, Design Professional, and, if required, the governmental agency with jurisdiction.

3.15.3 Construction Manager shall not resume nor be required to continue any Work affected by any Hazardous Material without written mutual agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency with jurisdiction.

3.15.4 Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether the material requires corrective measures or



remedial action. Such measures shall be the sole responsibility of Owner, and shall be performed in a manner minimizing any adverse effect upon the Work.

3.15.5 If Construction Manager incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, Construction Manager may be entitled to an equitable adjustment in the GMP or the Dates of Substantial or Final Completion in accordance with this Agreement.

3.15.6 To the extent permitted by §6.7 and to the extent not caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, Owner shall defend, indemnify, and hold harmless Construction Manager, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with any dispute resolution procedure arising out of or relating to the performance of the Work in any area affected by Hazardous Material. Nothing contained herein shall waive any governmental immunity the City may be entitled to by law.

3.15.7 MATERIALS BROUGHT TO THE WORKSITE

3.15.7.1 Safety Data Sheets (SDS) as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by Construction Manager, Subcontractors, Owner or Others, shall be maintained at the Worksite by Construction Manager and made available to Owner, Subcontractors, and Others.

3.15.7.2 Construction Manager shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Construction Manager in accordance with the Contract Documents and used or consumed in the performance of the Work. Upon the issuance of the Certificate of Substantial Completion, Owner shall be responsible for materials and substances brought to the Worksite by Construction Manager if such materials or substances are required by the Contract Documents.

3.15.7.3 To the extent permitted under §6.7 and to the extent caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, its agents, officers, directors, and employees, Constructor shall defend, indemnify, and hold harmless Owner, its agents, officers, directors, and employees, from and against claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs and expenses incurred in connection with any dispute resolution procedure, arising out of or relating to delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Construction Manager

3.15.7.4 §3.15 shall survive the completion of the Work or Agreement termination.

3.16 SUBMITTALS

3.16.1 Construction Manager shall submit to Owner and Design Professional all shop drawings, samples, product data, and similar submittals required by the Contract Documents for review and approval. Submittals shall be submitted in electronic form if required in accordance with §4.6.1. Construction Manager shall be responsible for the accuracy and conformity of its submittals to the Contract Documents. At no additional cost, Construction Manager shall prepare and deliver its submittals in such time and sequence so as not to delay the performance of the Work or the work of Owner and Others. Construction Manager's submittals shall identify in writing for each submittal all



changes, deviations, or substitutions from the requirements of the Contract Documents. The approval of any Construction Manager submittal shall not be deemed to authorize changes, deviations, or substitutions from the requirements of the Contract Documents unless a Change Order or Interim Directive specifically authorizes such deviation, substitution, or change. To the extent a change, deviation, or substitution causes an impact to the Contract Price or Contract Time, such approval shall be memorialized in a Change Order no later than seven (7) Days following approval by Owner. Neither Design Professional nor Owner shall make any change, deviation, or substitution through the submittal process without specifically identifying and authorizing such deviation to Construction Manager. If the Contract Documents do not contain submittal requirements pertaining to the Work, Construction Manager agrees upon request to submit in a timely fashion to Design Professional and Owner for review any shop drawings, samples, product data, manufacturers' literature, or similar submittals as may reasonably be required by Owner.

3.16.2 Owner shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay.

3.16.3 Construction Manager shall perform all Work strictly in accordance with approved submittals. Approval of shop drawings is not an authorization to perform changed work, unless the procedures of ARTICLE 9 are followed. Approval does not relieve Construction Manager from responsibility for Defective Work resulting from errors or omissions on the approved shop drawings.

3.16.4 Record copies of the following, incorporating field changes and selections made during construction, shall be maintained at the Worksite and available to Owner upon request: drawings, specifications, addenda and other modifications, and required submittals including product data, samples, and shop drawings.

3.16.5 Construction Manager shall prepare and submit to Owner

- X Final marked-up as-built drawings;
- X Updated electronic data, in accordance with §4.6.1;
- X Other documentation required by the Contract Documents that specifies how various elements of the Work were constructed or installed with the supply of operation and maintenance manuals.

3.17 DESIGN DELEGATION If the Contract Documents require Construction Manager to specify that Construction Manager is responsible for the design of a particular system or component to be incorporated into the Project, then Owner shall specify all required performance and design criteria. Construction Manager shall not be responsible for the adequacy of such performance and design criteria. As required by the Law, Construction Manager shall procure design services and certifications necessary to satisfactorily complete the Work from a licensed design professional. The signature and seal of Construction Manager's design professional shall appear on all drawings, calculations, specifications, certifications, shop drawings, and other submittals related to the Work designed or certified by Construction Manager's design professional.

3.18 WORKSITE CONDITIONS

3.18.1 WORKSITE VISIT Construction Manager acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.

3.18.2 CONCEALED OR UNKNOWN SITE CONDITIONS If a condition encountered at the Worksite is (a) a subsurface or other physical condition materially different from those indicated in the Contract Documents, or (b) an unusual and unknown physical condition materially different from



conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, Construction Manager shall stop affected Work after the condition is first observed and give prompt written notice of the condition to Owner and Design Professional. Owner shall investigate and then issue an Interim Directive specifying the extent to which Owner agrees that a concealed or unknown condition exists and directing how Construction Manager is to proceed. Construction Manager shall not be required to perform any Work relating to the condition without the written mutual agreement of the Parties. Any change in the GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services as a result of the condition, including any dispute about its existence or nature shall be determined as provided in ARTICLE 9.

3.19 PERMITS AND TAXES

3.19.1 Construction Manager shall give public authorities all notices required by law and, except for permits and fees that are the responsibility of Owner pursuant to §4.4, shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. Construction Manager shall provide to Owner copies of all notices, permits, licenses, and renewals required under this Agreement.

3.19.2 Construction Manager shall pay applicable taxes for the Work provided by Construction Manager. Construction Manager shall assist in the Owner's application for tax exemption on certain wastewater treatment machinery and equipment as provided for in the Arkansas Gross Receipts Tax Rule GR66(E).

3.19.3 If, in accordance with Owner's direction, Construction Manager claims an exemption for taxes, Owner shall indemnify and hold Construction Manager harmless from any liability, penalty, interest, fine, tax assessment, attorneys' fees, or other expense or cost incurred by Construction Manager as a result of any such claim.

3.20 CUTTING, FITTING, AND PATCHING

3.20.1 Construction Manager shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of Owner or Others.

3.20.2 Cutting, patching, or altering the work of Owner or Others shall be done with the prior written approval of Owner. Such approval shall not be unreasonably withheld.

3.21 CLEAN UP

3.21.1 Construction Manager shall regularly remove debris and waste materials at the Worksite resulting from the Work. Before discontinuing Work in an area, Construction Manager shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Construction Manager shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Construction Manager shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

3.21.2 If Construction Manager fails to commence compliance with cleanup duties within two (2) Business Days after written notification from Owner of non-compliance, Owner may implement appropriate cleanup measures without further notice and the cost shall be deducted from any amounts due or to become due to Construction Manager in the next payment period.

3.22 ACCESS TO WORK Construction Manager shall facilitate the access of Owner, its Design Professional, and Others to Work in progress.



3.23 COMPLIANCE WITH LAWS Construction Manager shall comply with all the Law at its own cost. Construction Manager shall be liable to Owner for all loss, cost, or expense attributable to any acts or omissions by Construction Manager, its employees, subcontractors, suppliers, and agents for failure to comply with Laws, including fines, penalties, or corrective measures. However, liability under this subsection shall not apply if prior approval by appropriate authorities and Owner is received.

3.23.1 CHANGES IN THE LAW The GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services shall be equitably adjusted in accordance with ARTICLE 9 for additional costs or time needed resulting from Laws enacted after the date of this Agreement, including taxes.

3.24 CONFIDENTIALITY Construction Manager shall treat as confidential and not disclose to third persons, nor use for its own benefit ("Treat as Confidential"), any of Owner's confidential information, know-how, discoveries, production methods, and the like disclosed to Construction Manager or which Construction Manager may acquire in performing the Work. To the extent necessary to perform the Work, Construction Manager's confidentiality obligations do not apply to disclosures to Subcontractors, Subsubcontractors, and Suppliers. Owner shall Treat as Confidential information all of Construction Manager's estimating systems and historical and parameter cost data disclosed to Owner in performing the Work. Each Party shall specify and mark confidential items as "Confidential." Confidentiality obligations do not supersede compulsion by Law, a governmental agency or authority, an order of a court of competent jurisdiction, or a validly issued subpoena.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES Owner's responsibilities under this Article shall be fulfilled with reasonable detail and in a timely manner.

4.2 FINANCIAL INFORMATION Before commencement of the Work and thereafter at the written request of Construction Manager, Owner shall provide Construction Manager with evidence of Project financing. Evidence of such financing shall be a condition precedent to Construction Manager's commencing or continuing the Work. Construction Manager shall be notified before any material change in Project financing.

4.3 WORKSITE INFORMATION To the extent Owner has obtained, or is required to obtain the following Worksite information, then Owner shall provide Constructor the following:

4.3.1 information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations;

4.3.2 tests, inspections, and other reports dealing with environmental matters, Hazardous Material, and other existing conditions, including structural, mechanical, and chemical tests, required by the Contract Documents or Law;

4.3.3 the limits of Pollution Liability Insurance covering the Worksite held by Owner; and

4.3.4 any other information or services requested in writing by Construction Manager which are required for Construction Manager's performance of the Work and under Owner's control.

4.4 BUILDING PERMIT, FEES, AND APPROVALS Except for those permits and fees related to the Work which are the responsibility of Construction Manager pursuant to §3.19.1, Owner shall secure and pay for all other permits, approvals, easements, assessments, and fees required for the development,



construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

4.5 MECHANICS AND CONSTRUCTION LIEN INFORMATION Within seven (7) Days after receiving Construction Manager's written request, Owner shall provide Construction Manager with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include Owner's real property interests in the Worksite and the record legal title.

4.6 CONTRACT DOCUMENTS Unless otherwise specified, Owner shall provide a reasonable number of hard copies of the Contract Documents to Construction Manager without cost.

4.6.1 ELECTRONIC DOCUMENTS If Owner requires that Owner, Design Professional, and Construction Manager exchange documents and data in electronic or digital form, before any such exchange, Owner, Design Professional, and Construction Manager shall agree on and follow a written protocol governing all exchanges in ConsensusDocs 200.2 or a separate addendum, which, at a minimum, shall specify: (a) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (b) management and coordination responsibilities; (c) necessary equipment, software, and services; (d) acceptable formats, transmission methods, and verification procedures; (e) methods for maintaining version control; (f) privacy and security requirements; and (g) storage and retrieval requirements. Except as otherwise agreed upon by the Parties in writing, each Party shall each bear its own costs as identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

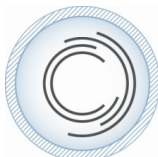
4.7 OWNER'S REPRESENTATIVE Owner's Representative is Chris Earl. Owner's Representative shall be fully acquainted with the Project, and shall have authority to bind Owner in all matters requiring Owner's approval, authorization, or written notice. If Owner changes its Representative or the Representative's authority, Owner shall immediately notify Construction Manager in writing. It shall be noted that Contracts and any associated change orders or other written agreements meeting certain State and City requirements may require City Council approval and/or the Mayor's signature. Owner's Representative will coordinate such requirements and Construction Manager shall be entitled to rely on the Owner's Representative's representations regarding the same.

4.8 OWNER'S CUTTING AND PATCHING Cutting, patching, or altering the Work by Owner or Others shall be done with the prior written approval of Construction Manager, which approval shall not be unreasonably withheld.

4.9 OWNER'S RIGHT TO CLEAN UP In case of a dispute between Construction Manager and Others with regard to respective responsibilities for cleanup at the Worksite, Owner may implement appropriate cleanup measures after two (2) Business Days' notice and allocate the cost among those responsible during the following pay period.

4.10 COST OF CORRECTING DAMAGED OR DESTROYED WORK With regard to damage or loss attributable to the acts or omissions of Owner or Others and not to Construction Manager, Owner may either (a) promptly remedy the damage or loss and assume affected warranty responsibilities, (b) accept the damage or loss, or (c) issue an Interim Directive or Change Order to remedy the damage or loss. If Construction Manager incurs costs or is delayed due to such loss or damage, Construction Manager may seek an equitable adjustment in the GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services under this Agreement.

ARTICLE 5 SUBCONTRACTS



5.1 SUBCONTRACTORS Subcontracts shall be issued on a lump sum basis unless Owner has given prior written approval of a different method of payment to the Subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Promptly after the execution of this Agreement, Construction Manager shall provide Owner, and, if directed, Design Professional with a written list of the proposed subcontractors and significant Suppliers. If Owner has a reasonable objection to any proposed subcontractor or material supplier, Owner shall notify Construction Manager in writing. Failure to promptly object shall constitute acceptance.

5.2.2 If Owner has reasonably and promptly objected, Construction Manager shall not contract with the proposed Subcontractor or Supplier, and Construction Manager shall propose another acceptable Subcontractor or Supplier to Owner. An appropriate Change Order shall reflect any increase or decrease in the GMP or Dates of Substantial or Final Completion because of the substitution.

5.3 BINDING OF SUBCONTRACTORS AND SUPPLIERS Construction Manager agrees to bind every Subcontractor and Supplier (and require every Subcontractor to so bind its subcontractors and significant suppliers) to the Contract Documents as they apply to the Subcontractor's or Supplier's applicable provisions to that portion of the Work.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1 If this Agreement is terminated, each subcontract and supply agreement shall be assigned by Construction Manager to Owner, subject to the prior rights of any surety, provided that:

5.4.1.1 this Agreement is terminated by Owner pursuant to §12.4 or §12.5; and

5.4.1.2 Owner accepts such assignment after termination by notifying the Construction Manager and Subcontractor or Construction Manager and Supplier in writing, and assumes all rights and obligations of Construction Manager pursuant to each subcontract or supply agreement.

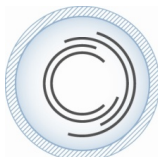
5.4.2 If Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, the Subcontractor's or Supplier's compensation shall be equitably adjusted as a result of the suspension.

ARTICLE 6 TIME

6.1 DATE OF COMMENCEMENT The Date of Commencement is the Agreement date in ARTICLE 1..

6.1.1 SUBSTANTIAL/FINAL COMPLETION Unless the Parties agree otherwise, the Date of Substantial Completion or the Date of Final Completion shall be established in Amendment 1 to this Agreement subject to adjustments as provided for in the Contract Documents. Owner and Construction Manager may agree not to establish such dates, or in the alternative, to establish one but not the other of the two dates. If such dates are not established upon the execution of this Agreement, at such time as GMP is accepted a Date of Substantial Completion or Date of Final Completion of the Work shall be established in Amendment 1. If a GMP is not established and the Parties desire to establish a Date of Substantial Completion or Date of Final Completion, it shall be set forth in Amendment 1. The dates for Substantial and Final Completion are subject to adjustments as provided for in the Contract Documents.

6.1.2 Time is of the essence with regard to the obligations of the Contract Documents.



6.1.3 Unless instructed by Owner in writing, Construction Manager shall not knowingly commence the Work before the effective date of Construction Manager's required insurance.

6.2 SCHEDULE OF THE WORK

6.2.1 Before submitting its first application for payment, Construction Manager shall submit to Owner and, if directed, Design Professional a Schedule of the Work showing the dates on which Construction Manager plans to begin and complete various parts of the Work, including dates on which information and approvals are required from Owner. Except as otherwise directed by Owner, Construction Manager shall comply with the approved Schedule of the Work or Construction Manager. Unless otherwise agreed, the Schedule of the Work shall be formatted in a detailed precedence-style critical path method that (a) provides a graphic representation of all activities and events, including float values that will affect the critical path of the Work, and (b) identifies dates that are critical to ensure timely and orderly completion of the Work. Construction Manager shall update the Schedule of the Work on a monthly basis or as mutually agreed by the Parties.

6.2.2 Owner may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the approved project schedule. Owner may require Construction Manager to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by Owner or Others. If Construction Manager consequently incurs costs or is delayed, the GMP or the Dates of Substantial or Final Completion, or both, Construction Manager may seek equitable adjustment under ARTICLE 9.

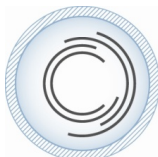
6.3 DELAYS AND EXTENSIONS OF TIME

6.3.1 If Construction Manager is delayed at any time in the commencement or progress of the Work by any cause beyond the control of Construction Manager, Construction Manager shall be entitled to an equitable extension of the Date of Substantial Completion or Date of Final Completion. Examples of causes beyond the control of Construction Manager include, but are not limited to, the following: (a) acts or omissions of Owner, Design Professional, or Others; (b) changes in the Work or the sequencing of the Work ordered by Owner, or arising from decisions of Owner that impact the time of performance of the Work; (c) encountering Hazardous Materials, or concealed or unknown conditions; (d) delay authorized by Owner pending dispute resolution or suspension by Owner under §12.1; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving Construction Manager; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) Terrorism; (j) epidemics; (k) adverse governmental actions; (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated. Construction Manager shall submit any requests for equitable extensions of Contract Time in accordance with the provisions of ARTICLE 9.

6.3.2 In addition, if Construction Manager incurs additional costs as a result of a delay that is caused by items (a) through (d) immediately above, Construction Manager shall be entitled to an equitable adjustment in the GMP subject to §6.7.

6.3.3 NOTICE OF DELAYS If delays to the Work are encountered for any reason, Construction Manager shall provide prompt written notice to Owner of the cause of such delays after Construction Manager first recognizes the delay. The Parties each agree to take reasonable steps to mitigate the effect of such delays.

6.4 NOTICE OF DELAY CLAIMS If Construction Manager requests an equitable extension of the Contract Time or an equitable adjustment in the Contract Price as a result of a delay described in §6.3, Construction Manager shall give Owner written notice of the claim in accordance with §9.4. If



Construction Manager causes delay in the completion of the Work, Owner shall be entitled to recover its additional costs subject to §6.7. Owner shall process any such claim against Construction Manager in accordance with ARTICLE 9.

6.4.1 Weather Related Events: Calendar day contract time includes delays for normal weather-related events, such as rain, snow, and freezing temperatures that may affect the progress of the construction in the following amounts on a per-month basis as hereinafter set out. Only weather-related delays in excess of these amounts will be considered for time extensions, if requested by the Contractor. Days Included in Contract Times for Normal Weather-Related Events are (on a monthly basis):

<u>Month</u>	<u>Normal Weather-Related Events</u>
<u>January</u>	<u>6</u>
<u>February</u>	<u>5</u>
<u>March</u>	<u>4</u>
<u>April</u>	<u>4</u>
<u>May</u>	<u>4</u>
<u>June</u>	<u>3</u>
<u>July</u>	<u>3</u>
<u>August</u>	<u>3</u>
<u>September</u>	<u>3</u>
<u>October</u>	<u>4</u>
<u>November</u>	<u>3</u>
<u>December</u>	<u>6</u>

"A working day is considered 60% of the contractors work force working at least 50% of the workday."

6.5 MONITORING PROGRESS AND COSTS Following acceptance by Owner of the GMP, Construction Manager shall establish a process for monitoring actual costs against the GMP and actual progress against the Schedule of Work. Construction Manager will provide written reports to Owner at intervals as agreed to by the Parties on the status of the Work, showing variances between actual costs and the GMP and actual progress as compared to the Schedule of Work, including estimates of future costs and recovery programs if actual progress indicates that the Dates of Substantial Completion or Final Completion may not be met.

6.6 LIQUIDATED DAMAGES

6.6.1 SUBSTANTIAL COMPLETION Liquidated damages based on the Substantial Completion date shall apply.

6.6.1.1 Owner will suffer damages which are difficult to determine and accurately specify if the Substantial Completion date, which may be amended by Change Order, is not attained. Construction Manager shall pay Owner two thousand, five hundred dollars (\$2,500) as liquidated damages or the sum of excess contract administration whichever is less and not as a penalty for each Day that Substantial Completion extends beyond the Substantial Completion date. These liquidated damages are in lieu of all liability for all extra costs, losses, expenses, claims, penalties, and any other damages of any nature incurred by Owner resulting from not attaining the Substantial Completion date.

6.6.2 FINAL COMPLETION Liquidated damages based on the Final Completion date shall apply.



6.6.2.1 Owner will suffer damages which are difficult to determine and accurately specify if the Final Completion date, as may be amended by subsequent Change Order, is not attained. Construction Manager shall pay Owner two thousand, five hundred dollars (\$2,500) as liquidated damages or the sum of excess contract administration whichever is less and not as a penalty for each Day that Final Completion extends beyond the Final Completion date. These liquidated damages are in lieu of all liability for any extra costs, losses, expenses, claims, penalties, and any other damages of any nature incurred by Owner resulting from not attaining Final Completion date.

6.6.3 The liquidated damages provision of 6.6.1.1 and 6.6.2.1 shall not be applied simultaneously.

6.7 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for damages mutually agreed upon by the Parties as liquidated damages in §6.6 and excluding losses covered by insurance required by the Contract Documents, the Parties agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. Owner agrees to waive damages including but not limited to Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit, or financing related to the Project, as well as the loss of business, loss of financing, loss of profits not related to this Project, loss of reputation, or insolvency. Construction Manager agrees to waive damages including but not limited to loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination.

6.7.1 The Parties shall each require similar waivers in contracts with Subcontractors and Others retained for the Project.

ARTICLE 7 COMPENSATION AND GUARANTEED MAXIMUM PRICE

7.1 Owner shall compensate Construction Manager for Work performed on the following basis:

7.1.1 the Cost of the Work as allowed in ARTICLE 8; and

7.1.2 Construction Manager's Fee paid in proportion to the Work performed subject to adjustment as provided in §7.4.

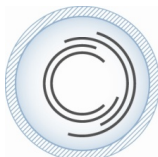
7.2 The compensation to be paid shall be limited to the GMP established in Amendment 1, as the GMP may be adjusted under ARTICLE 9.

7.2.1 Payment for Work performed shall be as set forth in ARTICLE 10.

7.3 CONSTRUCTION MANAGER'S FEE Construction Manager's Fee shall be as follows, subject to adjustment as provided in §7.4: 5.75% of Cost of Work.

7.4 FEE ADJUSTMENTS:

7.4.1 Changes in the Work as provided in ARTICLE 9, shall adjust Construction Manager's Fee as follows: Per 9.3.1.4 in the case of a substantial reduction in the scope of work the adjustment to the Construction Managers Fee shall result in a zero net change to the projected amount of the Construction Managers Fee presented and executed at the submission of the GMP.



7.4.2 except as provided for in §6.36.3, delays in the Work not caused by Construction Manager shall adjust Construction Manager's Fee to compensate for increased expenses as provided for in ARTICLE 9; and

7.4.3 managing the replacement of an insured or uninsured loss shall increase Construction Manager's fee in the same proportion that Construction Manager's Fee bears to the estimated Cost of the Work for the replacement.

7.5 PRECONSTRUCTION SERVICES COMPENSATION Construction Manager shall be compensated for Preconstruction Services as follows: pursuant to Exhibit A not to exceed \$511,945.00.

ARTICLE 8 COST OF THE WORK

8.1 Owner agrees to pay Construction Manager for the Cost of the Work as defined in this article. This payment shall be in addition to Construction Manager's Fee stipulated in §7.3.

8.2 COST ITEMS

8.2.1 Labor wages directly employed by Construction Manager in performing of the Work.

8.2.2 Salaries of Construction Manager's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office as mutually agreed by the Parties in writing.

8.2.3 Cost of all employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under Construction Manager's standard personnel policy, insofar as such costs are paid to employees of Construction Manager who are included in the Cost of the Work pursuant to §8.2.1 and §8.2.2.

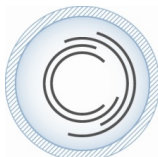
8.2.4 Reasonable transportation, travel, hotel, and moving expenses of Construction Manager's personnel incurred in connection with the Work.

8.2.5 Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by Owner, transportation, storage, and handling.

8.2.6 Payments made by Construction Manager to Subcontractors for work performed under this Agreement.

8.2.7 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of Construction Manager.

8.2.8 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from Construction Manager or others, including installation, repair, and replacement, dismantling, removal, maintenance, transportation, and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from Construction Manager or its affiliates, subsidiaries, or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment.



8.2.9 Cost of the premiums for all insurance and surety bonds which Construction Manager is required to procure or deems necessary, and approved by Owner including any additional premium incurred as a result of any increase in the GMP.

8.2.10 Sales, use, gross receipts, or other taxes, tariffs, or duties related to the Work for which Construction Manager is liable.

8.2.11 Permits, fees, licenses, tests, royalties.

8.2.12 Losses, expenses, or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work during the Construction Phase and for a one-year period following the Date of Substantial Completion, provided that such losses, expenses, damages, or corrective work did not arise from Construction Manager's negligence.

8.2.13 Costs associated with establishing, equipping, operating, maintaining, and demobilizing the field office.

8.2.14 Water, power, and fuel costs necessary for the Work.

8.2.15 Cost of removal of all nonhazardous substances, debris, and waste materials.

8.2.16 Costs incurred due to an emergency affecting the safety of persons or property not due to their own negligence.

8.3 DISCOUNTS All discounts for prompt payment shall accrue to Owner to the extent such payments are made directly by Owner. To the extent payments are made with funds of Construction Manager, all cash discounts shall accrue to Construction Manager. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work.

ARTICLE 9 CHANGES

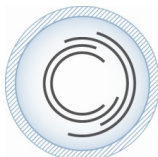
Changes in the Work that are within the general scope of this Agreement shall be accomplished, without invalidating this Agreement, by Change Order and Interim Directive.

9.1 CHANGE ORDER

9.1.1 Construction Manager may request or Owner may order changes in the Work or the timing or sequencing of the Work that impacts the GMP or the estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion and, if appropriate, the Compensation for Preconstruction Services. All such changes in the Work shall be formalized in a Change Order. Any such requests for changes in the Work shall be processed in accordance with this article.

9.1.2 For changes in the Work, the Parties shall negotiate an equitable adjustment to the GMP or the Date of Substantial Completion or Date of Final Completion in good faith and conclude negotiations as expeditiously as possible. Acceptance of the Change Order and any equitable adjustment in the GMP or Date of Substantial Completion or Date of Final Completion shall not be unreasonably withheld.

9.1.3 NO OBLIGATION TO PERFORM Construction Manager shall not be obligated to perform changes in the Work that impact the GMP or the estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion without a Change Order or Interim Directive.



9.2 INTERIM DIRECTIVES

9.2.1 Owner may issue an Interim Directive directing a change in the Work before reaching agreement with Construction Manager on the adjustment, if any, in the GMP, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, or directing Construction Manager to perform Work that Owner believes is not a change. If the Parties disagree that the Interim Directed work is within the scope of the Work, Construction Manager shall perform the disputed Work and furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations.

9.2.2 The Parties shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the GMP or the Date of Substantial Completion or Date of Final Completion arising out of an Interim Directive. As the directed Work is performed, Construction Manager shall submit its costs for such Work with its application for payment beginning with the next application for payment within thirty (30) Days of the issuance of the Interim Directive. If there is a dispute as to the cost to Owner, Owner shall pay Construction Manager fifty percent (50%) of its actual (incurred or committed) cost to perform the Work. In such event, the Parties reserve their rights as to the disputed amount, subject to the requirements of ARTICLE 13. Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of the Work. Construction Manager's receipt of payment for the disputed work does not prejudice its right to receive full payment for the disputed work should it be determined that the disputed work is not within the scope of the Work. Undisputed amounts may be included in applications for payment and shall be paid by Owner in accordance with this Agreement.

9.2.3 When the Parties agree upon the adjustments in the GMP or the Date of Substantial Completion or Date of Final Completion, for a change in the Work directed by an Interim Directive, such agreement shall be the subject of an appropriate Change Order. The Change Order shall include all outstanding Interim Directives on which the Parties have reached agreement on GMP or the Date of Substantial Completion or Date of Final Completion issued since the last Change Order.

9.3 DETERMINATION OF COST

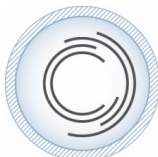
9.3.1 An increase or decrease in the GMP or the Date of Substantial Completion or Date of Final Completion resulting from a change in the Work shall be determined by one or more of the following methods:

9.3.1.1 unit prices set forth in this Agreement or as subsequently agreed;

9.3.1.2 a mutually accepted, itemized lump sum;

9.3.1.3 Cost of the Work as defined by ARTICLE 8 and determined as a net savings from the change in the work; plus 4% for Overhead and 15% for profit. Construction Manager's Overhead and profit shall be added to any net increase in GMP. No Overhead and profit shall be applied to any net decrease in the GMP that is less than five percent (5%). Overhead and profit shall be applied to any net decrease of the GMP that is ten percent (10%) or more.

9.3.1.4 If there is a net increase in the GMP, Construction Manager's Fee shall be adjusted accordingly. In case of a net decrease in the GMP, Construction Manager's Fee shall not be adjusted unless ten percent (10%) or more of the Project is deleted. Construction Manager shall maintain a documented, itemized accounting evidencing the expenses and savings.



9.3.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to either Party, such unit prices shall be equitably adjusted.

9.3.3 If the Parties disagree as to whether work required by Owner is within the scope of the Work, Construction Manager shall furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations.

9.4 CHANGES NOTICE Except as provided in §6.3.2 and §6.4 for any claim for an increase in the GMP or the Date of Substantial Completion or Date of Final Completion, Construction Manager shall give Owner written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim or within fourteen (14) Days after Construction Manager first recognizes the condition giving rise to the claim, whichever is later. Owner's failure to so respond shall be deemed a denial of Construction Manager's claim. Except in an emergency, notice shall be given before proceeding with the Work. Thereafter, Construction Manager shall submit written documentation of its claim, including appropriate supporting documentation, within twenty-one (21) Days after giving notice, unless the Parties mutually agree upon a longer period of time. No later than fourteen (14) Days after receipt, Owner shall respond in writing denying or approving the claim. Owner's failure to so respond shall be deemed a denial of the claim. Any change in the GMP or the Date of Substantial Completion or Date of Final Completion resulting from such claim shall be authorized by Change Order.

9.5 INCIDENTAL CHANGES Owner may direct Construction Manager to perform incidental changes in the Work, upon concurrence with Construction Manager that such changes do not involve adjustments in the Contract Price or the Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. Owner shall initiate an incidental change in the Work by issuing a written order to Construction Manager. Such written notice shall be carried out promptly and is binding on the Parties.

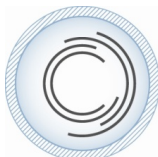
ARTICLE 10 PAYMENT

10.1 SCHEDULE OF VALUES Within twenty-one (21) Days from the date of execution of this Agreement, Construction Manager shall prepare and submit to Owner and Design Professional a schedule of values apportioned to the various divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a value such that the total of all items shall equal the GMP.

10.2 PROGRESS PAYMENTS

10.2.1 APPLICATIONS Construction Manager shall submit to Owner and, if directed, Design Professional a monthly application for payment no later than the first (1st) Day of the calendar month for the preceding calendar month. Construction Manager's applications for payment shall be itemized and supported by Construction Manager's schedule of values based on a percentage of completion and shall include any other substantiating data as required by this Agreement. Applications for payment shall include payment requests on account of properly authorized Change Orders or Interim Directives. Owner shall pay the amount otherwise due on any payment application, as certified by Design Professional, no later than fifteen (15) Days after accepting such application. Owner may deduct from any progress payment amounts that may be retained pursuant to §10.2.4.

10.2.2 STORED MATERIALS AND EQUIPMENT Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a



submission by Construction Manager of bills of sale and proof of required insurance, or such other documentation satisfactory to Owner to establish the proper valuation of the stored materials and equipment, Owner's title to such materials and equipment, and to otherwise protect Owner's interests therein, including transportation to the Worksite.

10.2.3 LIEN WAIVERS AND LIENS

10.2.3.1 PARTIAL LIEN WAIVERS AND AFFIDAVITS If required by Owner, as a prerequisite for payment, Construction Manager shall provide a partial lien and claim waiver in the amount of the application for payment and affidavits from its Subcontractors and Suppliers for the completed Work. Such waivers shall be conditional upon payment. In no event shall Construction Manager be required to sign an unconditional waiver of lien or claim, before receiving payment or in an amount in excess of what it has been paid.

10.2.3.2 RESPONSIBILITY FOR LIENS If Owner has made payments in the time required by this article, Construction Manager shall, within thirty (30) Days after filing, remove any liens filed against the premises or public improvement fund by any party or parties performing labor or services or supplying materials in connection with the Work. If Construction Manager fails to take such action on a lien, Owner may cause the lien to be removed at Construction Manager's expense, including bond costs and reasonable attorneys' fees. This subsection shall not apply if there is a dispute pursuant to ARTICLE 13 relating to the subject matter of the lien.

10.2.4 RETAINAGE From each progress payment made before Substantial Completion, Owner may retain five percent (5%), of the amount otherwise due after deduction of any amounts as provided in §10.3, provided such percentage doesn't exceed the Law. If Owner chooses to use this retainage provision:

10.2.4.1 after the Work is fifty percent (50%) complete, Owner shall withhold no additional retainage and shall pay Construction Manager the full amount due on account of subsequent progress payments;

10.2.4.2 Owner may, in its sole discretion, reduce the amount to be retained at any time;

10.2.4.3 Owner may release retainage on that portion of the Work a Subcontractor has completed in whole or in part, and which Owner has accepted. In lieu of retainage, Construction Manager may furnish a retention bond or other security interest acceptable to Owner, to be held by Owner.

10.3 ADJUSTMENT OF CONSTRUCTION MANAGER'S PAYMENT APPLICATION Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect Owner from loss or damage based upon the following, to the extent that Construction Manager is responsible under this Agreement:

10.3.1 Construction Manager's repeated failure to perform the Work as required by the Contract Documents;

10.3.2 except as accepted by the insurer providing builder's risk or other property insurance covering the Project, loss or damage arising out of or relating to this Agreement and caused by Construction Manager to Owner or others to whom Owner may be liable;



10.3.3 Construction Manager's failure to properly pay Subcontractors and Suppliers following receipt of such payment from Owner for that portion of the Work or for supplies, provided that Owner is making payments to Construction Manager in accordance with this Agreement;

10.3.4 rejected or Defective Work not corrected in a timely fashion;

10.3.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed by the Dates of Substantial or Final Completion;

10.3.6 reasonable evidence demonstrating that the unpaid balance of the GMP is insufficient to fund the cost to complete the Work; and

10.3.7 uninsured third-party claims involving Construction Manager or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until Construction Manager furnishes Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment sufficient to discharge such claims if established.

No later than seven (7) Days after receipt of an application for payment, Owner shall give written notice to Construction Manager, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by Construction Manager in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

10.4 ACCEPTANCE OF WORK Neither Owner's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of Work not complying with the Contract Documents.

10.5 PAYMENT DELAY If for any reason not the fault of Construction Manager Construction Manager does not receive a progress payment from Owner within seven (7) Days after the time such payment is due, then Construction Manager, upon giving seven (7) Days' written notice to Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to Construction Manager has been received, including interest for late payment. If Construction Manager incurs costs or is delayed resulting from shutdown, delay, and start-up, Construction Manager may seek an equitable adjustment in the GMP and Dates of Substantial or Final Completion may be equitably adjusted by a Change Order in accordance with ARTICLE 9.

10.6 SUBSTANTIAL COMPLETION

10.6.1 Construction Manager shall notify Owner and, if directed, Design Professional when it considers Substantial Completion of the Work or a designated portion to have been achieved. Owner, with the assistance of its Design Professional, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by Owner without excessive interference in completing any remaining unfinished Work. If Owner determines that the Work or designated portion has not reached Substantial Completion, Owner, with the assistance of its Design Professional, shall promptly compile a list of items to be completed or corrected so Owner may occupy or use the Work or designated portion for its intended use. Construction Manager shall promptly complete all items on the list.

10.6.2 When Substantial Completion of the Work or a designated portion is achieved, Construction Manager shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of each Party for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be



submitted by Construction Manager to Owner and, if directed, to Design Professional for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.

10.6.3 Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

10.6.4 Upon Owner's written acceptance of the Certificate of Substantial Completion, Owner shall pay to Construction Manager the remaining retainage held by Owner for the Work described in the Certificate of Substantial Completion less a sum equal to one hundred and fifty percent (150%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Parties as necessary to achieve Final Completion. Uncompleted items shall be completed by Construction Manager in a mutually agreed upon timeframe. Owner shall pay Construction Manager monthly the amount retained for unfinished items as each item is completed.

10.7 PARTIAL OCCUPANCY OR USE

10.7.1 Owner may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) public authorities authorize the occupancy or use. Construction Manager shall not unreasonably withhold consent to partial occupancy or use. Owner shall not unreasonably refuse to accept partial occupancy.

10.8 FINAL COMPLETION AND FINAL PAYMENT

10.8.1 Upon notification from Construction Manager that the Work is complete and ready for final inspection and acceptance, Owner, with the assistance of its Design Professional shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.

10.8.2 When the Work is complete, Construction Manager shall prepare for Owner's written acceptance a final application for payment stating that to the best of Construction Manager's knowledge, and based on Owner's inspections, the Work has reached Final Completion in accordance with the Contract Documents.

10.8.3 Final payment of the balance of the GMP shall be made to Construction Manager within twenty (20) Days after Construction Manager has submitted an application for final payment, including submissions required under §10.8.4, and a Certificate of Final Completion has been executed by the Parties.

10.8.4 Final payment shall be due on Construction Manager's submission of the following to Owner:

10.8.4.1 an affidavit declaring any indebtedness connected with the Work, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber Owner's property;

10.8.4.2 as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;

10.8.4.3 release of any liens, conditioned on final payment being received;

10.8.4.4 consent of any surety; and



10.8.4.5 any outstanding known and unreported accidents or injuries experienced by Construction Manager or its Subcontractors at the Worksite.

10.8.5 If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of Construction Manager, Owner shall pay the balance due for any portion of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount before payment, Construction Manager shall submit to Owner and, if directed, Design Professional the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by this §10.8.

10.8.6 OWNER RESERVATION OF CLAIMS Owner's claims not reserved in writing with final payment are waived, except for claims relating to liens or similar encumbrances, warranties, Defective Work, and latent defects.

10.8.7 ACCEPTANCE OF FINAL PAYMENT Unless Construction Manager provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.

10.9 LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at the statutory rate at the place of the Project.

ARTICLE 11 INDEMNITY, INSURANCE, AND BONDS

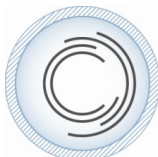
11.1 INDEMNITY

11.1.1 To the fullest extent permitted by law, Construction Manager shall indemnify and hold harmless Owner, Owner's officers, directors, members, consultants, agents, and employees, Design Professional, and Others (the "Indemnitees") from all claims for bodily injury and property damage, other than to the Work itself and other property insured, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of the Work, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, Subcontractors, Suppliers, Subsubcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Construction Manager shall be entitled to reimbursement of any defense costs paid above Construction Manager's percentage of liability for the underlying claim to the extent provided for by 11.1.2. (11.1.2 has been removed.)

11.1.2 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of Construction Manager, anyone directly or indirectly employed by Construction Manager, or anyone for whose acts Construction Manager may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Construction Manager under workers' compensation acts, disability benefit acts, or other employment benefit acts.

11.2 INSURANCE

11.2.1 Before starting the Work and as a condition precedent to payment, Construction Manager shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance ("CGL"). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. Construction Manager shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by



the Contract Documents, whichever is longer. Construction Manager's Employers' Liability, Business Automobile Liability and CGL policies shall be written with at least the following limits of liability:

11.2.1.1 Employers' Liability Insurance

- (a) \$1,000,000 bodily injury by accident per accident.
- (b) \$1,000,000 bodily injury by disease policy limit.
- (c) \$1,000,000 bodily injury by disease per employee

11.2.1.2 Business Automobile Liability Insurance \$1,000,000 per accident.

11.2.1.3 Commercial General Liability Insurance

- (a) \$2,000,000 per occurrence.
- (b) \$4,000,000 general aggregate.
- (c) \$4,000,000 products/completed operations aggregate.
- (d) \$2,000,000 personal and advertising injury limit.

11.2.2 Employers' Liability, Business Automobile Liability, and CGL coverages required under §11.2.1 may be provided by a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policies.

11.2.3 Construction Manager shall maintain in effect all insurance coverage required under §11.2.1 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If Construction Manager fails to obtain or maintain any insurance coverage required under this Agreement, Owner may purchase such coverage and charge the expense to Construction Manager, or terminate this Agreement.

11.2.4 To the extent commercially available to Construction Manager from its current insurance company, insurance policies required under §11.2.1 shall contain a provision that the insurance company or its designee must give Owner written notice transmitted in paper or electronic format: (a) 30 Days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company. Before commencing the Work and upon renewal or replacement of the insurance policies, Construction Manager shall furnish Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under §11.2.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Construction Manager shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

11.3 PROPERTY INSURANCE

11.3.1 Unless otherwise directed in writing by Owner, before starting the Work, Constructor shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss, including existing structures. This insurance shall also (a) name Construction Manager, Subcontractors, Subsubcontractors, and Design Professional as named insureds; (b) be written in such form to cover all risks of physical loss except those specifically excluded by the policy; and (c) insure at least against and not exclude:

- 11.3.1.1 the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of Construction Manager) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse, however caused;



11.3.1.2 damage resulting from defective design, workmanship, or material;

11.3.1.3 coverage extension for damage to existing buildings, plant, or other structures at the Worksite, when the Project is contained within or attached to such existing buildings, plant or structures. Coverage shall be to the extent loss or damage arises out of Constructor's activities or operations at the Project;

11.3.1.4 equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment;

11.3.1.5 testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and

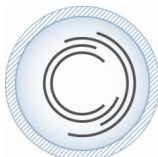
11.3.1.6 physical loss resulting from Terrorism.

11.3.2 The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy pursuant to §11.3.1 shall be responsible for the deductible amounts or coinsurance payments. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until final payment has been made or until no person or entity other than Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until Owner has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, Owner shall provide a copy of the property policy or policies obtained in compliance with this §11.3.

11.3.3 If Owner elects to purchase the property insurance required by this Agreement, including all of the coverages and deductibles for the same durations specified in this §11.3, Owner shall give written notice to Construction Manager before the Work is commenced and provide a copy of the property policy or policies obtained in compliance with this §11.3. Owner may then provide insurance to protect its interests and the interests of the Constructor, Subcontractors, Suppliers, and Subsubcontractors. The cost of this insurance shall be paid by Owner in a Change Order. If Owner gives written notice of its intent to purchase property insurance required by this Agreement and fails to purchase or maintain such insurance, Owner shall be responsible for costs reasonably attributed to such failure.

11.3.4 The Parties each waive all rights against each other and their respective employees, agents, contractors, subcontractors, suppliers, subsubcontractors, and design professionals for damages caused by risks covered by the property insurance provided under §11.3.1, except such rights as they may have to the proceeds of the insurance. To the extent of the limits of Construction Manager's Commercial General Liability Insurance specified in §11.2.1, Construction Manager shall indemnify and hold harmless Owner against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of Owner's existing adjacent property that may arise from the performance of the Work, to the extent caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, Subcontractor, Supplier, Subsubcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

11.3.5 RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss from damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk Policy pursuant to §11.3.1 until the Date of Final Completion.



11.3.6 POLLUTION LIABILITY INSURANCE Constructor ☒ is/ ☐ is not required to maintain pollution liability insurance. Unless indicated affirmatively, the obligation to procure such insurance is not triggered.

11.3.6.1 If applicable: in the following amounts: 1,000,000 per occurrence and shall apply for one year(s) after Final Completion. The policy shall cover Constructor's liability during construction, removal, storage, encapsulation, transport and disposal of hazardous waste and contaminated soil, and asbestos abatement. The policy shall include coverage for on-site and off-site bodily injury and loss of damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials, or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water body, whether it be gradual or sudden and accidental. The policy shall not have exclusions for mold or asbestos.

11.4 ADDITIONAL GENERAL LIABILITY COVERAGE Owner ☒ shall/ ☐ shall not require Construction Manager to purchase and maintain additional liability coverage. If required, Construction Manager shall provide:

11.4.1 ☒ Additional Insured. Owner shall be named as an additional insured on Construction Manager's CGL specified, for on-going operations and completed operations, excess/umbrella liability, commercial automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of Construction Manager, or those acting on Construction Manager's behalf, in the performance of Construction Manager's work for Owner at the Worksite. The insurance of the Construction Manager and its Subcontractors (both primary and excess) shall be primary to any insurance available to the Additional Insureds. Any insurance available to the Additional Insureds shall be excess and non-contributory.

11.4.2 ☐ OCP. Construction Manager shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on CGL specified, or limits as otherwise required by Owner.

Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this subsection shall be paid by Owner directly or the costs may be reimbursed by Owner to Construction Manager by increasing the Contract Price to correspond to the actual cost required to purchase and maintain the coverage. Before commencing the Work, Construction Manager shall provide either a copy of the OCP policy, or a certificate and endorsement evidencing that Owner has been named as an additional insured, as applicable.

11.4.3 ROYALTIES, PATENTS, AND COPYRIGHTS Construction Manager shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by Construction Manager and incorporated in the Work. Construction Manager shall defend, indemnify, and hold Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. Owner agrees to defend, indemnify, and hold Construction Manager harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems specified by Owner or Design Professional.

11.5 BONDS Performance and Payment Bonds are required of Construction Manager. Such bonds shall be issued by a surety admitted in the state in which the Project is located and must be acceptable to



Owner. Owner's acceptance shall not be withheld without a reasonable cause. The penal sum of the bonds shall each be one hundred percent (100%) of the GMP. Construction Manager shall endeavor to keep its surety advised of changes potentially impacting the GMP and Contract Time, though Construction Manager shall require that its surety waives any requirement to be notified of any alteration or extension of time.

11.6 PROFESSIONAL LIABILITY INSURANCE To the extent Construction Manager is required to procure design services in accordance with §3.17, Construction Manager shall require its design professionals to obtain professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, with a company reasonably satisfactory to Owner, including coverage for all professional liability caused by any consultants to Construction Manager's design professional, written for not less than one million dollars (\$1,000,000) per claim and in the aggregate with the deductible not to exceed two million dollars (\$2,000,000). Construction Manager's design professional shall pay the deductible. The Professional Liability Insurance shall contain a retroactive date providing prior acts coverage sufficient to cover all Services performed by the Constructor's design professional for this Project. Coverage shall be continued in effect for one year following Substantial Completion. Constructor's design professional shall pay the self-insured retention and deductible. The combined total deductible and self-insured retention maximum shall be one hundred thousand dollars (\$100,000).

ARTICLE 12 SUSPENSION, NOTICE TO CURE, AND TERMINATION

12.1 SUSPENSION BY OWNER FOR CONVENIENCE

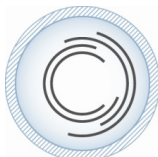
12.1.1 OWNER SUSPENSION Should Owner order Construction Manager in writing to suspend, delay, or interrupt the performance of the Work for the convenience of Owner and not due to any act or omission of Construction Manager or any person or entity for whose acts or omissions Construction Manager may be liable, then Construction Manager shall immediately suspend, delay, or interrupt that portion of the Work for the time period ordered by Owner.

12.1.2 Any action taken by Owner that is permitted by any other provision of the Contract Documents and that results in a suspension of part or all of the Work does not constitute a suspension of Work under this section.

12.2 NOTICE TO CURE A DEFAULT If Construction Manager persistently fails to supply enough properly qualified workers, proper materials, or equipment to maintain the approved Schedule of the Work or fails to make prompt payment to its workers, Subcontractors, or Suppliers, disregards a Law or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, Construction Manager may be deemed in default.

12.2.1 After receiving Owner's written notice, if Construction Manager fails within seven (7) Days after receipt of written notice to commence and continue satisfactory correction of such default with diligence and promptness, then Owner shall give Construction Manager a second notice to correct the default within three (3) Business Days after receipt. The second notice to Construction Manager, and if applicable, the surety, may include, that Owner intends to terminate this Agreement for default absent appropriate corrective action.

12.2.2 If Construction Manager fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, Owner without prejudice to any other rights or remedies may: (a) take possession of the Worksite; (b) complete the Work utilizing reasonable means; (c) withhold payment due to Construction Manager; and (d) as Owner deems necessary, supply workers and materials, equipment, and other facilities for the satisfactory correction of the default, and charge Construction Manager, the costs and expenses, including reasonable Overhead, profit, and attorneys' fees.



12.2.3 In the event of an emergency affecting the safety of persons or property, Owner may immediately commence and continue satisfactory correction of such default without first giving written notice to Construction Manager, but shall give Construction Manager prompt written notice.

12.3 OWNER'S RIGHT TO TERMINATE FOR DEFAULT

12.3.1 Upon expiration of the second notice to cure pursuant to §12.2, and absent appropriate corrective action, Owner may terminate this Agreement by written notice. Termination for default is in addition to any other remedies available to Owner under §12.2. Termination for default is in addition to any other remedies available to Owner under §12.2. If Owner's costs arising out of Construction Manager's failure to cure, including the costs of completing the Work and reasonable attorneys' fees, exceed the unpaid GMP, Construction Manager shall be liable to Owner for such excess costs. If Owner's costs are less than the unpaid GMP, Owner shall pay the difference to Construction Manager. If Owner exercises its rights under this section, upon the request of Construction Manager, Owner shall furnish to Construction Manager a detailed accounting of the costs incurred by Owner.

12.3.2 If Owner or Others perform work under this section, Owner shall have the right to take and use any materials and supplies for which Owner has paid and located at the Worksite for the purpose of completing any remaining Work.

12.3.3 If Construction Manager files a petition under the Bankruptcy Code, this Agreement shall terminate if: (a) Construction Manager or Construction Manager's trustee rejects the Agreement; (b) a default occurred and Construction Manager is unable to give adequate assurance of required performance; (c) Construction Manager is otherwise unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

12.3.4 Owner shall make reasonable efforts to mitigate damages arising from Construction Manager's default, and shall promptly invoice Construction Manager for all amounts due pursuant to §12.2 and §12.3.

12.4 TERMINATION BY OWNER FOR CONVENIENCE

12.4.1 Upon Constructor's receipt of written notice from Owner, Owner may, without cause, terminate this Agreement. Construction Manager shall immediately stop the Work, follow Owner's instructions regarding shutdown and termination procedures, and strive to minimize any further costs.

12.4.2 If Owner terminates this Agreement for convenience, Construction Manager shall be paid (a) for the Work performed to date including Overhead and profit; (b) for all demobilization costs and costs incurred resulting from termination, but not including Overhead or profit on Work not performed.

12.4.3 If Owner terminates this Agreement, Construction Manager shall:

12.4.3.1 execute and deliver to Owner all papers and take all action required to assign, transfer, and vest in Owner the rights of Construction Manager to all materials, supplies, and equipment for which payment has been or will be made in accordance with the Contract Documents and all subcontracts, orders, and commitments which have been made in accordance with the Contract Documents;

12.4.3.2 exert reasonable effort to reduce to a minimum Owner's liability for subcontracts, orders, and commitments that have not been fulfilled at the time of the termination;



12.4.3.3 cancel any subcontracts, orders, and commitments as Owner directs; and

12.4.3.4 sell at prices approved by Owner any materials, supplies, and equipment as Owner directs, with all proceeds paid or credited to Owner.

12.5 CONSTRUCTION MANAGER'S RIGHT TO TERMINATE

12.5.1 Seven (7) Days after Owner's receipt of written notice from Owner, Construction Manager may terminate this Agreement if the Work has been stopped for a thirty (30) Day period through no fault of Construction Manager for any of the following reasons:

12.5.1.1 under court order or order of other governmental authorities having jurisdiction;

12.5.1.2 as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of Construction Manager, materials are not available; or

12.5.1.3 suspension by Owner for convenience pursuant to §12.1.

12.5.2 In addition, upon seven (7) Days' written notice to Owner and an opportunity to cure within three (3) Days, Construction Manager may terminate this Agreement if Owner:

12.5.2.1 fails to furnish reasonable evidence pursuant to §4.2 that sufficient funds are available and committed for Project financing, or

12.5.2.2 assigns this Agreement over Construction Manager's reasonable objection, or

12.5.2.3 fails to pay Construction Manager in accordance with this Agreement and Construction Manager has stopped Work in compliance with §10.5, or

12.5.2.4 otherwise materially breaches this Agreement.

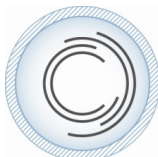
Upon termination by Construction Manager in accordance with this section, Construction Manager shall be entitled to recover from Owner payment for all Work executed including de-mobilization from the site.

12.6 OBLIGATIONS ARISING BEFORE TERMINATION Even after termination, the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred, or obligations arising before the termination date.

ARTICLE 13 DISPUTE MITIGATION AND RESOLUTION

13.1 WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, Construction Manager shall continue the Work and maintain the Schedule of the Work during any dispute mitigation or resolution proceedings. If Construction Manager continues to perform, Owner shall continue to make payments in accordance with this Agreement.

13.2 DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) Business Days from the date of first discussion, the Parties' representatives



shall immediately inform senior executives of the Parties in writing that a resolution could not be reached. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected below.

13.3 MEDIATION If direct discussions pursuant to §13.2 do not result in resolution of the matter and no dispute mitigation procedure is selected under (13.3 Removed), the Parties shall endeavor to resolve the matter by mediation through the current Construction Industry Mediation Rules of the American Arbitration Association, or the Parties may mutually agree to select another set of mediation rules. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) Days of the matter first being discussed and shall conclude within forty-five (45) Business Days of the matter first being discussed. Either Party may terminate the mediation at any time after the first session by written notice to the non-terminating Party and mediator. The costs of the mediation shall be shared equally by the Parties.

13.4 BINDING DISPUTE RESOLUTION If the matter is unresolved after submission of the matter to a mitigation procedure or to mediation, the Parties shall submit the matter to the binding dispute resolution procedure selected below:

Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

13.5 COSTS The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

13.6 VENUE To the extent permitted by Law, the venue of any binding dispute resolution procedure shall be the location of the Project.

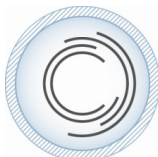
13.7 MULTIPARTY PROCEEDING All parties necessary to resolve a matter agree to be parties to the same dispute resolution proceeding, if possible. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution procedures.

13.8 LIEN RIGHTS Nothing in this article shall limit any rights or remedies not expressly waived by Construction Manager which Construction Manager may have under lien laws.

ARTICLE 14 MISCELLANEOUS

14.1 EXTENT OF AGREEMENT Except as expressly provided, this Agreement is for the exclusive benefit of the Parties, and not the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of the Parties and not for the benefit of any third party.

14.2 ASSIGNMENT Except as to the assignment of proceeds, neither Party shall assign their interest in this Agreement without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party shall assign the Agreement as a whole without written consent of the other except that Owner may assign the Agreement to a wholly owned subsidiary of Owner when Owner has fully indemnified Construction Manager or to an institutional lender providing construction financing for the Project as long



as the assignment is no less favorable to Construction Manager than this Agreement. If such assignment occurs, Construction Manager shall execute any consent reasonably required. In such event, the wholly owned subsidiary or lender shall assume Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under this Agreement, unless otherwise agreed by the other Party.

14.3 GOVERNING LAW The law in effect at the location of the Project shall govern this Agreement.

14.4 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

14.5 NOTICE Unless changed in writing, a Party's address indicated in Article 1 shall be used when delivering notice to a physical address. Except for Agreement termination and as otherwise specified in the Contract Documents, notice is effective upon transmission by any effective means, including U.S. postal service and overnight delivery service.

14.6 NO WAIVER OF PERFORMANCE Either Party's failure to insist upon any of its rights, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance or any other term, covenant, condition, or right.

14.7 TITLES The titles given to the articles are for ease of reference only and shall not be relied upon or cited for any other purpose.

14.8 JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms before execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

ARTICLE 15 CONTRACT DOCUMENTS

15.1 EXISTING CONTRACT DOCUMENTS The Contract Documents in existence at the time of execution of this Agreement are as follows:

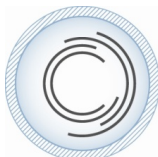
- a. Drawings: N/A
- b. Specifications: N/A
- c. Addenda: N/A
- d. Owner Provided information: N/A
- e. Other: N/A

15.2 INTERPRETATION OF CONTRACT DOCUMENTS

15.2.1 The drawings and specifications are complementary. If Work is shown only on one but not on the other, Construction Manager shall perform the Work as though fully described on both.

15.2.2 In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings, or specifications, Construction Manager shall immediately submit the matter to Owner for clarification. Subject to an equitable adjustment in the GMP, Dates of Substantial or Final Completion pursuant to ARTICLE 9 or a dispute mitigation and resolution, Owner's clarifications are final and binding.

15.2.3 Where figures are given, they shall be preferred to scaled dimensions.



15.2.4 Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

15.2.5 ORDER OF PRECEDENCE In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) the Agreement; (c) subject to §15.2.2 the drawings, specifications, and addenda issued before the execution of this Agreement; (d) approved submittals; (e) information furnished by Owner pursuant to §3.15.4 or designated as a Contract Document in §15.1; (f) other Contract Documents listed in this Agreement.

OWNER: City of Bentonville

BY: _____ NAME: Stephanie Orman

TITLE: Mayor

WITNESS: _____ NAME: Malorie Marrs

TITLE: City Clerk

CONSTRUCT MANAGER: Crossland Heavy Contractors Inc.

BY: _____ NAME: Mark Sell TITLE: Executive Chairman of the Board

WITNESS: Holly Rhodes NAME: Holly Rhodes TITLE: Secretary

END OF DOCUMENT.



CROSSLAND

HEAVY CONTRACTORS

501 S. East Ave, P.O. Box 350
Columbus, KS 66725
Tel: 620.429.1410
Fax: 620.429.2977

May 1st, 2024

City of Bentonville
Bentonville WRRF
Attn: Mr. Mike Bender

Ref.: City of Bentonville WRRF Improvements Project

Mr. Bender,

Crossland Heavy Contractors (CHC) is pleased to present to you our fee proposal for the City of Bentonville, WRRF Improvements Project Construction Management (CM) Services. CHC is presenting the requested construction management fee as a percentage of cost of work and pre-construction fee as a not to exceed lump sum with respective billing milestones.

Target Pricing/GMP – Design Development (60-90%)

- Cost Model Development
- Work/Structure Area Roll Ups
- Costing by individual activity item (description)
- Activity item to include a unique item ID, Cost Type Origin, CSI Division, Bid Package Designation, Quantity, Unit of Measure, Unit & Extended Price, & Contingency

CPM Schedule:

CHC will provide a Level 4 CPM schedule for the project in Primavera 6 with critical sequencing and milestones. The Critical Path Method (CPM) schedule will be developed at 60% design, updated at the 90% design milestones, and once again prior to submitting the GMP.

Constructability Review & Value Analysis:

CHC has included in the cost for staffing in review of sequencing and constructability. When applicable CHC will provide value analysis in coordination with the Designer of Record.

RFP/Bidding Documents Development

CHC will develop bidding documents specific to the project design and scope which includes the RFP front end, bid forms, methods of measurement and supporting documentation.

Bidding Phase Management

CHC will manage the bidding phase of the project adhering to Arkansas Procurement Laws. This will incorporate a bidder's interest campaign, bidding platform setup, hosting pre-bid meetings, addenda management, descoping, bid tab creation and owner review.

Construction Manager Pre-Construction Services Phase 1 Scope (Further Defined)

Design Review & Target Pricing Development (60-90% Design)

- Cost Model Creation
- Design & Constructability Review
- Construction Cost Estimating – Pipe Type Comparison
- Construction Cost Estimating – Target Price
- Internal Costing Review
- Owner Costing Review
- Development of CMP Schedule

Design Review & Target Pricing Development (90% Design Cost Model Update for GMP#1)

- Cost Model Modifications
- Design & Constructability Review

- Construction Cost Estimating
- Internal Costing Review
- Owner Costing Review
- CMP Schedule Update

RFP/Bidding Documents Development

- RFP Front End
- Bid Form Creation
- Methods of Measurement

Bidding Phase Management

- Bidder Interest Campaign
- Bidding Platform Setup
- Pre-Bid Meeting
- Subcontractor Bidding Assistance
- Addenda Management
- Bid Tab Development and Review
- Descoping

GMP Development (2ea GMP's)

- CPM Schedule Update
- Development of Assumption and Clarifications
- Finalize General Conditions (Staffing and Project Requirements)
- Finalize Scoping Documents
- Final Costing Update and Review

Fee Table & Billing Schedule @ Phase Completion

CMAR SERVICES			
Pre-Construction Services (Billing Milestones)	Total Hours (including subconsultants)	Indirect Expenses	Total Costs
1. Design Rev. & Target Pricing Dev. (60%)	1757	\$ 3,500.00	\$ 181,225.00
2. Design Rev. & Target Pricing Dev. (90%)	1474	\$ 3,500.00	\$ 148,760.00
3. RFP Development	288	\$ -	\$ 31,320.00
4. Bidding Phase Management	988	\$ 300.00	\$ 106,540.00
5. GMP Development	402	\$ -	\$ 44,100.00
6. CHC Vac Truck Services (Hourly Rate)	0	\$ 225.00	\$ -
Total Pre-Construction Services	4909		\$ 511,945.00
Construction Managers (CM) Fee	5.75% (of cost of work)		
Notes/Clarifications:			
- CHC Vac Truck services are available by the hour as needed during the project duration.			
- The indirect expense for bid software and advertisements includes the cost for utilizing CIVCAST USA for bid management.			
- The indirect expense of \$3,500 at the 60% & 90% design intervals are intended for Agtek (Earthwork) services.			

Please feel free to call or email with questions or concerns regarding this proposal.

Ryan Adler
 Director of Pre-Construction Services
radler@heavycontractors.com
 479.721.5082

PROJECT: City of Bentonville Wastewater Treatment Facility			ROLE		DESIGN REVIEW & TARGET PRICING DEVELOPMENT (60% Design)										DESIGN REVIEW & TARGET PRICING DEVELOPMENT (90% Design)										RFP DEVELOPMENT					BIDDING PHASE MANAGEMENT										GMP DEVELOPMENT																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															

Exhibit B

Exhibit B - Allowable use of CMAR Contingency

It shall be presumed that in no event will a change order be approved or will the Contingency included in the Guaranteed Maximum Price be used for those circumstances or conditions marked "NEITHER" in the chart below except as indicated therein, it being understood that deviation from the foregoing presumption may benefit the Project as the circumstances warrant but only if agreed to by the Owner and Construction Manager.

CIRCUMSTANCE OR CONDITION		CHANGE ORDER	CONTINGENCY	NEITHER
1	Correction of non-conforming work by a subcontractor except where approved by Owner unless installing contractor is terminated- then contingency can be used.			X
2	Repair of damages to the work caused by a subcontractor except where approved by Owner same as above.			X
3	Removal and relocation of incorrectly placed work by a subcontractor same as above.			X
4	Correction of non-conforming work, repair of damages, or removal and replacement of defective or incorrectly placed work self- performed by Construction Manager's own forces.			X
5	Removal, relocation, and/or rerouting of work required as a result of a conflict in the location.		X	
6	An omission on the plans. (i.e. the mechanical plans show a piece of equipment requiring power but the electrical drawings don't show a circuit to the equipment)	X		
7	Construction Manager's failure to include an item of work or task in the GMP as defined by the Contract Documents associated with the GMP.			X
8	Cost of overtime to keep on schedule except where approved by Owner.			X
9	Cost for expediting the delivery of materials, equipment, or replacement parts except where approved by Owner or permitted by other provisions herein.			X
10	Cost of Construction Manager's supervision of subcontractors working extended hours or multiple shifts except where approved by Owner or permitted by other provisions herein.			X
11	Reasonable cost of power or other utility services to portions of the work installed by Owner or during Owner's setup of furniture and furnishings prior to substantial completion of the work.		X	

CIRCUMSTANCE OR CONDITION		CHANGE ORDER	CONTINGENCY	NEITHER
12	Reasonable costs associated with scope and or phasing coordination issues between trades.		X	
13	Uncovering of unknown buried conditions.	X		
14	A change of material or upgrade of material quality requested by the Owner shall be considered a change order to Owner.	X		
15	Cost to correct or modify work required by the building inspector where work is not installed according to the Contract Documents.			X
16	Costs associated with improper design coordination across disciplines.	X		



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/14/2024	Submitted By:	Patrick Johndrow
Phone:	479-271-6781	For Department(s):	Finance
Email:	pjohndrow@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Issue of 2024 Bonds
Action Recommendation & Justification:	Approve an Ordinance authorizing the issuance of a revenue bond in the amount of \$97,759,381 for the purpose of financing capital improvements to the downtown wastewater facility and the sale of the bond to the Arkansas Development Finance Authority as part of the State Clean Water Revolving Loan Fund Program.
Additional Comments for Consideration (Optional):	Interest only will be paid during the construction period. Thereafter, principal and interest will be paid in amortized installments over an approximately 30 year period. The effective interest rate is 1.75%. The bond is secured by a pledge of water, sewer and electric revenues.
Amount for Approval:	\$ 97,759,381

Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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