

## Public Art Advisory Committee Meeting

November 25, 2025

12:00 p.m.

Council Chambers, 305 SW A Street

Contact [skerr@bentonvillear.com](mailto:skerr@bentonvillear.com) to request participation via Zoom.

THE CITY OF BENTONVILLE



PUBLIC ART ADVISORY COMMITTEE

## AGENDA

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### **Members**

- 1 Elizabeth Miller
- 2 Allan Paulose
- 3 Sara Asplund
- 4 Kate Schaffer
- 5 Anne Jackson, Vice Chairperson
- 6 Clint Schaff
- 7 Tom Hoehn

### **Ex Officio**

- Beckie Seba, City Council  
Kalene Griffith, Visit Bentonville  
Alison Nation, Visit Bentonville  
Cynthia Post Hunt, Crystal Bridges/The Momentary  
Melisa Durkee, OZ Art

### **Staff**

- Shelli Kerr, Comprehensive Planning Manager  
Josh Stacey, Deputy Director of Parks

1. Call to Order
2. Approval of Minutes \* – October 28, 2025
3. 2026 Meeting Times

### **PROPOSALS - None**

### **OLD BUSINESS - None**

### **NEW BUSINESS**

4. Upper Cut – Maintenance \*
5. Bentonville Bat Promotions
6. 2026 Project Ideas

### **PROJECT UPDATES**

7. Public Art Improvement Package
8. Proposals
  - Community Center Painting
  - Old Tree Sculpture
9. Installations
  - Sewer Main – *Fish of Bentonville*
  - J and John DeShields Roundabout
  - *Thaden School Urban Studies Library Mural*
  - *Trout Crosswalk Mural*

### **OTHER BUSINESS**

### **ADJOURNMENT**

\*Attachment

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October 28, 2025

12:00 p.m.

Council Chambers, 305 SW A Street

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## MINUTES

<u>Member</u>	<u>Attendance</u>	<u>Ex Officio</u>	<u>Attendance</u>
1 Elizabeth Miller	In person	Beckie Seba, City Council	In person
2 Allan Paulose	In person	Kalene Griffith, Visit Bentonville	Absent
3 Sarah Asplund	In person	Alison Nation, Visit Bentonville	Virtual
4 Kate Schaffer	In person	Cynthia Post Hunt, Crystal Bridges/The Momentary	Virtual
5 Anne Jackson, Vice Chairperson	In person	Melisa Durkee, OZ Art	Virtual
6 Clint Schaff	In person		
7 Tom Hoehn	In person	<u>Staff</u>	
		Shelli Kerr, Comprehensive Planning Manager	In person
		Josh Stacey, Deputy Director of Parks	In person

**1. Call to Order** - Anne Jackson called the meeting to order at 12:01 pm.

### 2. Approval of Minutes

*Elizabeth made a motion to approve the September 30, 2025, minutes. Kate seconded. All in favor, motion passed 7-0.*

### 3. Election of Chairperson

*Tom made a motion to elect Anne Jackson for Chairperson. Clint seconded. All in favor, motion passed 7-0.*

*Allan made a motion to elect Tom Hoehn for Vice Chairperson. Elizabeth seconded. All in favor, motion passed 7-0.*

### 4. December Meeting

The December Meeting falls on Dec. 22.

*Elizabeth made a motion to move the December 22 meeting to December 16. Kate seconded. All in favor, motion passed 7-0.*

### 5. 2026 Meeting Times

Many on the committee prefer to move the meeting time to the afternoon. Shelli will look at room availability and suggest a day and time at the next meeting.

## PROPOSALS - None

## OLD BUSINESS

### 6. Public Art Program Improvements

- *Art. 2-IX Art in Public Places Amendment (Draft 3)* – Shelli reported there are no regulatory changes from the last draft. A small change to relocate the PAAB to a different section within the city code with other committees and boards.
- *New Public Art Policy (Draft 3)* – Shelli reported on the following changes from the last draft.
  - Revised from “curator” to “representative”.
  - Pg 4 - Regarding purpose statement replaced “values” with “standards” as discussed last month.
  - Pg. 4 - Added an option for agreements with art organizations to provide artwork. This is currently in Sec 3.B Accession and should be its own section since that could be a loan or a donation.
  - Pg. 4 - Clarified that we will not be accepting unsolicited proposals. The reason for this being that we want to make sure we are going through the proper procurement processes – either a

standing agreement, an RFP process, or a donation, or commission. Accepting unsolicited does not appear to be common in other public art program. Gives you and the city more control of the overall public art program – allows it to be more curated.

- Pg 6 - Revised the context evaluation criteria as discussed last month.
- Pg 8 - Wanted to allow some flexibility in the alteration of approved designs and added a “minor adjustment” option that can be approved administratively instead of going back through the process. This includes changes in font style and size, by less than 10%. Changes in individual elements that don’t change the overall size by more than 10 %, and material changes due to lack of supplies, reduce cost or maintenance requirements, better options available. Any other changes would be deemed major and must be reviewed again.
- Pg 9 - Added that the cost of signage needs to be included in the project budget.
- Pg 11 - Added that exterior murals are considered temporary and the estimated life span estimate shouldn’t be more than 5 years.
- Pg 13 - For Deaccession Options – if a mural, paint over or remove paint completely.
- *PAAC Bylaws Amendment (Draft 3)* – Shelli recommended these be reviewed and adopted after adoption of the code and policy.
- *Discussion:*
  - Allen expressed concern about access for local artists to submit proposals. Clint suggested considering an annual RFP with an open call for proposals.
  - Committee suggests more up-front promotion/awareness of proposals before they go to City Council.
  - Committee would like to understand the donation process a little better.

*Elizabeth made a motion to approve the code and policy with two amendments to the policy:*

1. *Sec 4.G.2.a.i: “Change in size of individual elements that do not ~~increase~~ change the overall size by more than 10%.”*
2. *Sec. 3.B.4: Add a link to the city’s donation policy.*

*Tom seconded. All in favor, the motion passed 7-0.*

## **NEW BUSINESS**

7. **BPL & OZ Art Loan Extension** - The library and OZArt have agreed to extend the loan of six artworks currently on display in the library. This is going to council tonight, but we’d like to get a recommendation from PAAC of support for the extension.

*Kate made a motion to support extending the agreement with OzArt for the library installations. Clin seconded. The motion passed, 6-0-1. Allan voted no on the motion.*

## **PROJECT UPDATES**

8. **Sewer Main – Fish of Bentonville.** Yenuli is working on this over the weekends.
9. **J and John DeShields Roundabout** – Tom shared that the artist is painting a small scale version that will then be send to the fabricators.

## **OTHER BUSINESS**

Several members noted the passing of local artist, Graham Edwards.

## **ADJOURNMENT**

*Kate made a motion to adjourn. Tom seconded. All in favor, motion passed 7-0.*

# Memo



To: Public Art Advisory Committee  
From: Shelli Kerr, AICP, Comprehensive Planning Manager, PAAC Staff Liaison  
Date: November 25, 2025  
Re: *Upper Cut* – Condition and Maintenance Costs

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## Background

October 26, 2022, the city entered into an agreement with artist Alvaro Bonfiglio to design, fabricate and install *Upper Cut* east of the cricket field in Creekside Park in the amount of \$29,312. The artwork, a painted wood sculpture, was installed on June 16, 2023. The city owns the artwork and is responsible for all maintenance. The city has construction documents.



## Condition Assessment

The city hired Past Matters LLC to conduct a condition assessment of its inventory. The assessment took place in the fall of 2024 and the report prepared in March 2025. The *Upper Cut* assessment is attached. The condition rating was “good” at a medium priority rating. The report indicated corrosion of the hardware that stained the painted surface, flaking paint, and detachment of individual boards. The estimate to make the repairs was \$4,515.

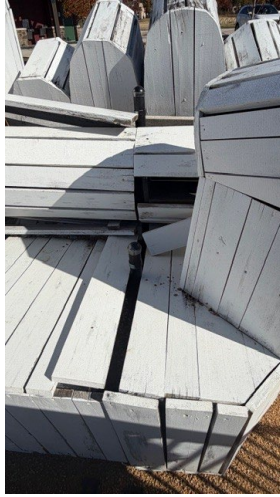
In June 2025, we shared the condition assessment with the artist. He was interested in overseeing the repairs and reached out to his local fabricator. However, his fabricator was busy with other projects and was not able to provide a cost estimate. By early October, the artwork had gotten worse, and an entire section had fallen off. The artist indicated he would not be able to assist in repairs but gave permission for another contractor to conduct repairs. Photos of current conditions were taken in early November (photos attached). Without action the piece will continue to fall into a state of disrepair.

## Options

Staff are seeking a recommendation from PAAC on the future of *Upper Cut*. The city received quotes from two contractors. While repair is an option, both contractors recommend full replacement. Individual estimates are attached.

- 1. Repair:** The estimated repair cost is \$8,835, approximately 30% of the original purchase price. This option may get two additional years out of the artwork, but further maintenance is anticipated. PAAC funds could go toward the repair costs if the committee chooses.
- 2. Replace:** The estimated replacement cost is \$16,763-\$22,250, 60-75% of the original purchase price. This option will result in more durable, lower maintenance art piece. However, staff does not recommend using city funds to replace artwork less than three years after installation.
- 3. Remove:** City crews would be able to remove the artwork at minimal cost. If this option is selected, staff suggest a new RFP be issued to replace the artwork with a new installation.

Condition Photos Taken November 10, 2025



**CONDITION ASSESSMENT**  
**CITY OF BENTONVILLE PUBLIC ART COLLECTION**

**Name of Artwork:** *Upper Cut*

**Artist:** Alvaro Bonfiglio

**Date:** 2023

**Materials:** Painted wood, painted metal

**Dimensions:** Sculpture, 31.5' W x 5'-5" H x 2'9" D

**Address:** Creekside Park

**Description:** This art installation is a 31'-long sustainable Douglas fir and marine plywood sculpture. It is mounted on ten painted metal legs, with the whole assembly supported by five footings that are 2' x 2' x 4' deep. The painted white sculpture is in the shape of a gigantic cricket bat held by batting gloves that just hit an "upper cut." The irregular wood cladding design represents the texture of the batting gloves and leg pads used in the sport, and each piece of wood is purposely different to show how they come together to make a unit or team, such as in the sport. When viewing the piece from afar, it appears solid and smooth, but upon a closer inspection, its roughness and ruggedness is noticed. This is done intentionally to represent the sport of cricket.

**Condition Rating:** Good

**Condition:**

- General soiling and organic accretions are found on the surface of the wood structure.
- Gravel has accumulated on the palm of the hand holding the bat from the underside, possibly from being thrown there.
- There is at least one active wasp nest inside the tip of the bat.
- Corrosion of the hardware is staining the painted wood on the back of the sculpture toward the top.
- There are several small splits in the edges of the wood boards and where screws were installed, all of which appear to be stable at this time.
- The surface is thinly painted and has active flaking in localized areas, showing raw wood underneath.
- Black scuff marks are present on the base.
- The boards are not aligned on the back of the top hand. Although the artist intended the boards to be irregular, it is likely the wood has shifted since installation and the unevenness has become more pronounced.

- A board has come off at one end on the underside of the bottom hand, but it has not completely separated.
- The boards at the underside of the bottom hand have become warped.
- There is paint loss present on the metal footings.

**Comments on Location:** The sculpture sits at the edge of a large parking lot roundabout. It is situated between the sidewalk and sports field, installed within a crushed granite gravel bed that is surrounded by stone edging on three sides. There is a mulched bed just below the granite bed, facing the open field. Signage discouraging the public from climbing on the structure is posted. The moderate amount of trash seen around the piece, combined with the presence of gravel on the sculpture and the shape of the tiered beds, indicate that people use this area for seating and interacting with the installation.

**Priority Rating:** Medium

**Recommendations for Treatment:**

1. Access the work with ladders as needed.
2. Document all treatment with high-resolution digital photography and written narrative.
3. Contact appropriate personnel to safely remove any active wasp nests.
4. Wash the public artwork with a pH-neutral, conservation-grade detergent diluted in water. Use soft nylon bristle brushes to scrub surfaces, and rinse thoroughly with clean water to remove all detergent residue.
5. Excavate and passivate corrosion mechanically and chemically, using conditioning pads and a mild acidic cleaner. Allow for the appropriate dwell time and rinse thoroughly, testing first for suitability.
6. Secure any loose boards back in place with stainless steel grade 316 screws. If boards are too warped to re-secure, consider replacement with in-kind material.
7. Inpaint areas of paint loss with a paint matching the existing color and reflectance.
8. Following removal of corrosion on hardware, prime and paint with a paint system that matches the color of the sculpture and is appropriate for metal surfaces, using a rust-inhibiting primer. This will help to prevent future corrosion of hardware and associated iron staining on the painted wood.
9. Inpaint areas of paint loss on metal footings with a paint system suitable for metal surfaces, using a rust-inhibiting primer or comparable. Match the color and reflectance of the existing paint.
10. Provide a treatment report, with photographs of the artwork before and after treatment. Include detailed information on methods and materials, with clear identification of all products used.

**Estimated Cost:** \$4,515\*

\*Does not include replacement of any warped boards.

**Recommendations for Maintenance:**

1. Access the work with ladders.
2. Document all treatment with high-resolution digital photography and written narrative.
3. Wash the public artwork with a pH-neutral, conservation-grade detergent diluted in water. Use soft nylon bristle brushes to scrub surfaces, and rinse thoroughly with clean water to remove all detergent residue.
4. Inspect sculpture for warping and separation of wood from structure. Monitor splits on edges of wood boards and at hardware. Inspect hardware for corrosion.

**Estimated Cost:** \$1,315

**Additional Comments and Recommendations:**

- Avoid using any harsh chemicals to wash the sculpture because it can damage the paint.
- Consider additional signage or landscaping the mulched bed in a manner that prevents interaction of the public with the sculpture.

**Photographic Documentation:**



*(Left and right) View of the front and back sides of the public artwork.*



*(Left) Bits of gravel observed on top of the sculpture. (Right) A board that is slightly detached and lifting. Note the minor splits at the edges of the boards.*



*(Left) Corrosion of the hardware and associated iron staining on the painted surface. (Right) The paint has been thinly applied in areas, with losses and flaking observed.*



*(Left) Displacement of boards and iron staining from corrosion of hardware. (Right) A detached board on the underside, held in place at one end.*



*(Left) Warping of boards on the underside. (Right) Localized losses of the paint coating on the metal legs.*

## ESTIMATE

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Estimate: 11125  
 Date: 11/13/2025  
 Project: Cricket Sculpture new fabrication

<b>Bill To:</b>	<b>Location</b>
Chris Kester	Creekmore Park
Facilities Foreman	Bentonville, AR
479-903-0897	

DESCRIPTION	QTY	RATE	AMOUNT
<b>Materials</b>			
Composite boards	200	\$32.00	\$6,400.00
Fasteners and other hardware	1	\$400.00	\$400.00
Galvanized steel	1	\$2,500.00	\$2,500.00
Galvanized steel CNC parts	1	\$1,200.00	\$1,200.00
<b>Labor</b>			
Removal and disposal of original sculpture	1	\$750.00	\$750.00
Fabrication of steel structure and composite cladding	112	\$75.00	\$8,400.00
Transportation and travel expenses	1	\$1,100.00	\$1,100.00
Installation of new sculpture	1	\$1,500.00	\$1,500.00
SUBTOTAL			\$22,250.00
TAX			
TOTAL DUE			\$22,250.00

**NOTES:**

- 50% deposit will be due before any work begins. Final payment due when sculpture is installed.
- Powder coating and galvanized finishes are outsourced to local vendors. Project timelines will vary according to vendor scheduling.



**MILESTONE™**  
CONSTRUCTION COMPANY, LLC

**Lump Sum Proposal / Agreement**

**Proposal For:**

**Bentonville Parks and Rec**

**Project Information:**

**Creekside  
3104 SW Bright Rd,  
Bentonville, AR 72712**

Milestone Construction is pleased to submit this Lump Sum Proposal/Agreement (inclusive of the General Terms and Conditions attached hereto) (“Agreement”) for the above referenced project. This pricing is valid for 30 day(s). If acceptable, please sign where indicated, date and fax (or return) a copy to Milestone. Thank you for the opportunity to be of service. The pricing and terms of the Agreement are confidential.

**SCOPE OF WORK** is based on our site visit and as clarified below. Milestone shall furnish all labor, materials and equipment unless otherwise noted, for the following specific scope of work:

**Option 1;Cricket Paddle Repairs**

- Lift and replace any damaged wood as needed
- Supply and install new brackets on existing post for support
- Spot Prime
- Paint (2) coats on entire wood structure matching the existing color

**Lump Sum** \_\_\_\_\_ **\$8,835.00**

**Option 2: Cricket Paddle Replace Entire Exterior wood**

- Removal and disposal of all wood around structure
- Replace with 1x4 ground contact treated wood
- Primer coat on entire Structure.
- Paint (2) coats on entire wood structure matching the existing color

**Lump Sum** \_\_\_\_\_ **\$16,763.00**

**EXCLUSIONS** from the scope of work in this proposal are as follows:

- Excludes any item not specifically called out in the scope.
- Any item discovered during the course of work not specifically addressed, will be subject to additional charges.
- A clean clear work area must be provided for Milestone’s craftsmen, Subcontractors, and the use of mobile equipment.



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**SCHEDULE** for the above scope of work (“Work”), is based on Milestones Normal Working Hours and Workdays, and shall not exceed 30 workdays from the project start date. Unless otherwise agreed, Normal Working Hours and Workdays are defined as Monday through Friday, 7 a.m. – 3:30 p.m. Upon receipt of your written acceptance of this proposal and receipt of applicable permits and governmental approvals, up to 5 workdays shall be required as lead time prior to the project start date. If Milestone is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner, or of an employee, or separate contractor or designer employed by the Owner; or by changes ordered in the Work, or by labor disputes, fire, weather, access to work areas, unusual delay in deliveries, unavoidable casualties or other causes beyond the control of Milestone; or by delay authorized by the Owner; or by other causes which may justify delay in the Owner’s reasonable discretion, then the Schedule shall be extended and additional general conditions costs resulting from the delay shall be paid by Owner.

**PAYMENT TERMS** for this proposal shall be based on monthly progress invoices, no retainage withheld, submitted by Milestone with payments due in full no later than 30 day(s) from the invoice date.

**Contract Documents:** Upon execution of this Agreement by the Owner or commencement of Work, whichever occurs first, this Lump Sum Proposal/Agreement (“Agreement”), shall constitute the Contract Documents and shall govern the rights of the parties hereto. In the event of any inconsistencies this Agreement shall control.

**Scope of the Work:** Shall be per the Contract Documents and shall constitute the "Work". Milestone shall exercise the degree of care, skill, and diligence in the performance of the Work, to assure its Work is performed in a good and workmanlike manner, consistent with construction industry standards for similar projects and circumstances in the same geographic area (hereinafter the “Standard of Care”). Milestone shall have responsibility and control over the performance of the Work, including construction methods, techniques, manner, and sequences for coordinating and completing the various portions of the Work. Milestones’ Standard of Care specifically excludes any design or design-related responsibilities, and any action taken by Milestone under this Agreement does not and shall not be construed to approve, represent, or warrant the adequacy and suitability of the plans and specifications for the purpose for which they are provided. Owner expressly warrants that any plans, drawings, specifications, surveys, soil test and reports, and hazardous material studies furnished by the Owner are true, correct, and complete; and Milestone is entitled to rely upon the adequacy, accuracy and completeness of such documents.

**Payment:** Owner agrees to pay Milestone for the performance of the Work, subject to additive or deductive modifications requested by the Owner. Payments are due in full no later than 30 days from the invoice date. Payments due and unpaid invoices shall bear interest at the rate of six percent (6%) per annum. Final Payment shall be due when the Work is completed, and final invoice is submitted.



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## IMPORTANT NOTICE TO OWNER

**IF BILLS FOR LABOR, SERVICES, OR MATERIALS USED TO CONSTRUCT OR PROVIDE SERVICES FOR AN IMPROVEMENT TO REAL ESTATE ARE NOT PAID IN FULL, A CONSTRUCTION LIEN MAY BE PLACED AGAINST THE PROPERTY. THIS COULD RESULT IN THE LOSS, THROUGH FORECLOSURE PROCEEDINGS, OF ALL OR PART OF YOUR REAL ESTATE BEING IMPROVED. THIS MAY OCCUR EVEN THOUGH YOU HAVE PAID YOUR CONTRACTOR IN FULL. YOU MAY WISH TO PROTECT YOURSELF AGAINST THIS CONSEQUENCE BY PAYING THE ABOVE-NAMED PROVIDER OF LABOR, SERVICES, OR MATERIALS DIRECTLY, OR MAKING YOUR CHECK PAYABLE TO THE ABOVE-NAMED PROVIDER AND CONTRACTOR JOINTLY.**

**Insurance:** Milestone shall maintain insurance for Workers' Compensation, Builders Risk, Employer's Liability, Comprehensive Automobile Liability, and Comprehensive or Commercial General Liability on an occurrence basis.

**Disputes:** If a dispute arises out of or relates to this Agreement, including the breach thereof, the parties shall first attempt to settle the dispute through direct discussions, then by mediation as a condition precedent to binding arbitration. Unless parties mutually agree otherwise, mediation shall be conducted in accordance with the current Construction Mediation Rules of the American Arbitration Association (AAA). Disputes not resolved by discussion or mediation shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect. The arbitration shall be held in the county and state in which the Project is located unless otherwise agreed in writing.

**Termination:** Owner and Milestone may terminate this Agreement only in the event of a material breach and only after providing ten (10) calendar days prior written notice to the address stated herein (i) delivered by facsimile or electronic mail, provided sender can provide evidence of successful transmission and that such day is a business day, or (ii) by registered or certified U.S. Mail, return receipt requested. In the event either party fails to cure or fails to diligently commence to cure an alleged material default to the reasonable satisfaction of the non-defaulting party within ten (10) calendar days of receipt of such written notice, the non-defaulting party may terminate this Agreement.

**Exclusion of Warranties: MILESTONE MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED. ALL IMPLIED COVENANTS ARE HEREBY WAIVED. WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.**

**Miscellaneous:** This Agreement is severable, and any part deemed unenforceable shall not render the remaining part unenforceable. All covenants of the Agreement shall be subject to all federal and state laws, executive orders, rules, or regulations, and this Agreement shall not be terminated, in whole or in part, nor the parties held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of any such law, order, rule, or regulation or acts of God. In the event of an Owner-related or third-party union-related dispute or activities on or near the Project, not directly involving Milestone or its Subcontractors, affecting the schedule or cost of the Project, Owner shall agree to an equitable adjustment of the



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schedule and cost by Change Order and take all appropriate actions to assure the Work is not disrupted. This Agreement is intended to be the final expression of the parties, and there are no other written or oral agreements relating to the subject thereof. This Agreement may only be amended by a further written agreement signed by both parties. This Proposal/Agreement, when signed by both parties, constitutes the entire agreement and contract between the parties for the performance of the Work described in this Proposal. Faxes of signed Proposal/Agreement are acceptable. As proof of such Agreement, Owner is hereby notified of Milestone's objection to any terms inconsistent herewith and to any additional terms proposed by Owner in accepting or acknowledging this Proposal/Agreement or otherwise and such terms shall not become a part of this Agreement unless accepted in writing by Milestone. Neither Milestone's subsequent lack of objection to any such terms, nor the beginning of Work shall constitute or be deemed an agreement by Milestone to any such terms. Milestone will not be responsible for consequential damages of any type under any circumstances. Unless otherwise noted in the Proposal, Milestone excludes performance and payment bonds; rock excavation; asbestos or any other hazardous material removal, disposal, or encapsulation; services of licensed professionals such as attorneys, architects or engineers; costs for the after-hour work, shift work, weekend or holiday work.

**EEO:** Milestone complies with both Federal and State laws pertaining to Equal Employment Opportunity (EEO) and does not discriminate in employment opportunities or practices based on race, color, religion, sex, national origin, age (except as otherwise required by child labor statutes), disability, genetic information, sexual orientation, gender identity, veteran status, or any other characteristic protected by law. **Additional Work:** Unless otherwise provided in writing between the parties, any additional work requested directed by Owner or its representative(s) shall be governed by the General Terms and Conditions of this Agreement. **Confidential & Competitive Information:** Owner acknowledges that certain information provided to it by Milestone contains information deemed trade secret, proprietary or otherwise confidential. Such information includes but is not limited to Milestone's research, development, methods, processes, techniques, operations, computer programs; pricing/price modeling, and financial data of Milestones, its related companies, for payment, change orders, or commercial information, including value engineering and constructability studies; current and prospective clients, subcontractors, and/or competitors; and proposals. Recipient acknowledges the value of such information to Milestone and agrees to use reasonable diligence in protecting this information from unauthorized disclosures to third parties (excluding any governmental regulatory bodies entitled to access such information by law, or Recipient's parent, subsidiary or affiliated companies, or Recipient's auditors or lenders to the extent such disclosure is necessary). The Recipient agrees it shall not use the information provided in this proposal, in whole or part, for any purpose other than to evaluate the proposal, except that if a contract is awarded to Milestone because of or in connection with the submission of the proposal, Recipient may use the information to the extent provided and consistent with the terms and conditions stated in the contract. **Governing Law:** This Proposal/Agreement shall be construed, and its performance governed, by the laws of the state in which the Work is performed.



**MILESTONE**<sup>™</sup>  
CONSTRUCTION COMPANY, LLC

**Respectfully Submitted:**

**Accepted by Owner:**

**Signature/Title:** \_\_\_\_\_

**Acceptance Date:** \_\_\_\_\_

**Desired Project Start Date:** \_\_\_\_\_

Erin Metcalf  
Project Manager  
Milestone Construction Services