

CITY OF SPRINGDALE
Committee Agendas
Wednesday, November 14th, 2022
Tiered Training Room (2nd Floor)
201 Spring Street, Springdale, AR 72764
Meetings begin at 5:30 P.M.

Finance Committee by Chairman Jeff Watson

1. **A Resolution** accepting the guaranteed maximum price for the construction of the Luther George Park Improvement Project. Presented by Patsy Christie, Planning Director. Pgs. 1-39
2. **A Resolution** authorizing the Mayor and City Clerk to enter into a contract with Crossland Heavy Contractors, Inc., for construction of South Dixieland Road Extension. Presented by Ben Peters, Director of Engineering. Pgs. 40-47

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING THE GUARANTEED
MAXIMUM PRICE FOR THE CONSTRUCTION OF THE
LUTHER GEORGE PARK IMPROVEMENT PROJECT.**

WHEREAS, on September 10, 2019, the City Council of the City of Springdale passed Resolution 91-19 authorizing the execution of a construction manager contract with Milestone Construction Company, LLC, for the Luther George Park Improvement Project;

WHEREAS, the Luther George Park Improvement Project has now been designed and bids taken from sub-contractors; and

WHEREAS, Milestone Construction Company, LLC, has proposed a guaranteed maximum price of \$11,738,372.00 for the Luther George Park Improvement Project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that:

1. The City Council accepts the guaranteed maximum price of \$11,738,372.00 submitted by Milestone Construction Company, LLC, for the Luther George Park Improvement Project.

2. The Mayor is hereby authorized to approve construction change orders as long as a change order does not exceed 10% of the guaranteed maximum price.

PASSED AND APPROVED this _____ day of _____, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

AIA Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 8th day of November in the year 2022, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 26th day of August in the year 2019 (the “Agreement”)

(In words, indicate day, month, and year.)

for the following **PROJECT**:

(Name and address or location)

Luther George Park
300 Park Street
Springdale, AR 72764

THE OWNER:

(Name, legal status, and address)

City of Springdale
201 Spring Street
Springdale, AR 72764

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Milestone Construction Company, LLC
2002 S. 48th Street, Suite A
Springdale, AR 72762

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Eleven Million Seven Hundred Thirty Eight Thousand Three Hundred Seventy Two and

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User Notes: (3B9ADA3E)

no/100 (\$ 11,738,372.00), subject to additions and deductions by Change Order as provided in the Contract Documents. Two Million Dollars included in the above Guaranteed Maximum Price previously accounted for in Change Order No. 1

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

Refer to Attachment "A" Bid Breakdown and Attachment "B" Value Engineering to Contract

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
Refer to Attachment "B"	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
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§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of execution of this Amendment.

☒ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

Notice to Proceed will be issued upon approval of Springdale City Council on or around November 29, 2022

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

Init.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ [X] Not later than Five Hundred Seventy Five (575) calendar days from the date of commencement of the Work.

☐ [] By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
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§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Refer to Attachment "C"			

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Refer to Attachment "C"

Section	Title	Date	Pages
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§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Refer to Attachment "D"

Number	Title	Date
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§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
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Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
Refer to Attachment "A"	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

The Performance Pavillion is scheduled to be delivered to project site in April 2024. If there are delays in manufacturing or shipment that are out of the control of Milestone Construction Company, LLC., then additional time will be granted to Milestone for delivery and installation of the Performance Pavillion.

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

- 1) CIG for design development, engineering, fabrication and delivery of Performance Pavillion.
- 2) Nouse Engineers for engineering review and providing a State of Arkansas Engineering stamp and seal for Performance Pavillion.
- 3) CPP, Inc. for wind tunnel testing.

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

Doug Sprouse, Mayor
(Printed name and title)


CONSTRUCTION MANAGER (Signature)

Sam Hollis, President
(Printed name and title)

Init.



Luther George Park
300 Park Street, Springdale, AR 72764
GMP 9/20/2022

Scope of Work	Amount
Bid Package No. 3A - Concrete	\$ 971,924
Bid Package No. 3B - Polished Concrete	\$ 2,500
Bid Package No. 4A - Stone Masonry	\$ 356,209
Bid Package No. 5A - Restroom Steel Supply	\$ 277,668
Bid Package No. 5B - Restroom Steel Erection	\$ 42,514
Bid Package No. 5C - Pavilion Steel Supply Allowance	\$ 3,125,336
Bid Package No. 5D - Pavilion Steel Erection	\$ 522,725
Bid Package No. 6B - Wood Rainscreen Siding	\$ 57,780
Bid Package No. 7A - Joint Sealants	\$ 21,524
Bid Package No. 8A - Doors, Frames, & Hardware Supply	\$ 26,922
Bid Package No. 8B - Door & Hardware Installation	\$ 1,620
Bid Package No. 9A - Metal Studs, Drywall, & Insulation	\$ 19,914
Bid Package No. 9C - Flooring	\$ 500
Bid Package No. 9G - Painting	\$ 83,485
Bid Package No. 9M - Fixed Sound Absorptive Panels (Supply)	\$ 38,828
Bid Package No. 9N - Install Sound Absorptive Panels	\$ 12,314
Bid Package No. 10A - Restroom Accessories Supply	\$ 11,414
Bid Package No. 10B - Specialties Installation	\$ 1,260
Bid Package No. 10D - Signage	\$ 17,779
Bid Package No. 10K - Toilet Compartments	\$ 66,170
Bid Package No. 11H - Playground Equipment	\$ 508,042
Bid Package No. 11K - Multi-Hoop Basketball Goals	\$ 157,624
Bid Package No. 12E - Site Furnishings	\$ 188,707
Bid Package No. 22A - Plumbing	\$ 93,832
Bid Package No. 23A - HVAC	\$ 11,205
Bid Package No. 26A - Electrical	\$ 1,056,695
Bid Package No. 31A - Earthwork and Storm Drainage	\$ 1,295,453
Bid Package No. 31B - Termite Treatment	\$ 110
Bid Package No. Pavement Specialties	\$ 6,500
Bid Package No. 32D - Landscaping and Irrigation	\$ 717,235
Bid Package No. 33A - Site Utilities	\$ 561,612
Allowance #1 - Custom Wood Playground Equipment	\$ 750,000
Allowance #2 - Asbestos Survey	\$ 2,500
Allowance #3 - Playground Safety Inspector	\$ 1,000
Allowance #4 - Adjust Gas Line	\$ 7,500
Allowance #5 - Demo OH Electrical Lines	\$ 35,000
Allowance #6 - Building Permit	\$ 31,990
Allowance #7 - AV Wiring	\$ 150,000
Supervision	\$ 318,712
General Conditions	\$ 576,411
Builder's Risk Insurance	\$ 19,764
General Liability Insurance	\$ 88,682
Bond Cost	\$ 107,910
Construction Contingency	\$ 263,515
Overhead & Fee	\$ 567,377
Total	\$ 13,175,762

Luther George Park
Value Analysis / Alternates
November 7, 2022



	VA / Alternate Items	Anticipated Budget Change	Accepted	Pending	Rejected	Mutually Exclusive
1	Modify Design for Pavilion	\$ (215,860)			x	
2	Reduce or Eliminate Custom Playground Allowance	\$ (809,475)	x			
3	Restroom - Change Plumbing Fixtures	\$ (37,776)	x			
4	Restroom - Change Door Hardware	\$ (5,397)	x			
5	Restroom - Change Interior Wood Finish to Steel	\$ (33,221)	x			
6	Restroom - Change Toilet Partitions	\$ (32,379)	x			
7	Restroom - Change Color of Polished Concrete	\$ (3,238)	x			
8	Restroom - Change Light Fixtures	Pending		x		
9	Deduct AV Allowance	\$ (161,895)	x			
10	Electrical - Change Light Fixtures (Estimated)	\$ (26,983)		x		
11	Reduce Width of Main Sidewalk to 8' in Lieu of 10'	\$ (27,781)	x			
12	Landscaping - Change 10" Sycamore Trees to 5" Sycamore Trees	\$ (53,965)	x			
13	Landscaping - Change Decomposed Granite to Concrete @ Central Plaza	Pending		x		
14	Leave Existing Parks Dept. Office - Do Not Demo	\$ (26,983)	x			
15	Change Fescue Sod to Bermuda	\$ (20,291)	x			
16	Change 3" & 4" Trees to 2"	\$ (13,275)		x		
17	City Waive Building Permit Fees	\$ (34,527)	x			
18	Bid Alternate #1 - Delete Stone Seating Area	\$ (116,392)		x		
19	VE Alternate 1 - Eliminate Slide Mound	Pending		x		
20	VE Alternate 2 - Eliminate One Multi-Hoop Basketball Goal	Pending		x		
21	VE Alternate 3 - Eliminate Sensory Play Area	Pending		x		
22	Eliminate 5' East Sidewalk	\$ (19,413)	x			
23	Eliminate Painting of Concrete at Multi Hoop Basketball Goals	\$ (45,627)	x			
24	Delete Round Picnic Tables (\$2,183/EA) Up to 21 Available	\$ (49,490)	x			
25	Delete Walk-In Picnic Tables (\$2,062/EA) Up to 28 Available	\$ (62,324)	x			
26	Delete Bistro Tables w/ 3 Chairs (\$2,151/EA) Up to 5 Available	\$ (11,608)	x			
27	Milestone Deduct	\$ (2,000)	x			
28		\$ -		x		
29		\$ -		x		
30		\$ -		x		
31		\$ -		x		
32		\$ -		x		
33		\$ -		x		
34		\$ -		x		
35		\$ -		x		
36		\$ -		x		
37		\$ -		x		
38		\$ -		x		

Total APPROVED: \$ (1,437,390)
Total PENDING: \$ (156,650)
Total REJECTED: \$ (215,860)

Current Cost: \$ 13,175,762
Approved Deductive Items: (1,437,390)
Contract Amount: \$ 11,738,372

Target Budget \$ 11,738,609
Difference 237



Luther George Park – 300 Park Street, Springdale, AR 72764

Specifications dated April 15, 2021

DIVISION 00 - GENERAL CONDITIONS

Section 00 10 05.01 Landscape Architecture Certifications Page
Section 00 10 05.02 Civil Engineering Certifications Page
Section 00 10 05.03 Structural Engineering Certifications Page
Section 00 10 05.04 Architecture Certifications Page
Section 00 10 05.05 Mechanical Electrical Plumbing Engineering Certifications Page
Milestone Bid Manual
Invitation to Bid
Proposal Procedure
Contractor's Local Agents Affidavit of Qualifications
Sample Subcontract
Preliminary Schedule
Insurance Requirements
Bid Packages
Section 00 26 00 Procurement Substitution Procedures
Section 00 31 19 Existing Condition Information
Section 00 31 32 Geotechnical Data
Section 00 31 43 Permit Application
Section 00 41 13 Bid Form – Stipulated Sum (Single Prime Contract)
Section 00 43 13 Bid Security Forms
Section 00 43 21 Allowance Form
Section 00 43 23 Alternates Form
Section 00 43 73 Proposed Schedule of Values Form
Section 00 43 93 Bid Submittal Checklist
Section 00 60 00 Project Forms

DIVISION 01 - GENERAL REQUIREMENTS

Section 01 10 00 Summary
Section 01 21 00 Allowances
Section 01 23 00 Alternates
Section 01 25 00 Substitution Procedures
Section 01 26 00 Contract Modification Procedures
Section 01 29 00 Payment Procedures
Section 01 31 00 Project Management and Coordination
Section 01 32 00 Construction Progress Documentation
Section 01 32 33 Photographic Documentation
Section 01 33 00 Submittal Procedures
Section 01 40 00 Quality Requirements



Section 01 41 00 Structural Tests and Special Inspections
Section 01 42 00 References
Section 01 45 23 Testing and Inspection
Section 01 50 00 Temporary Facilities and Controls
Section 01 56 39 Landscape Protection During Construction
Section 01 60 00 Product Requirements
Section 01 73 00 Execution
Section 01 73 29 Cutting and Patching
Section 01 74 19 Construction Waste Management and Disposal
Section 01 77 00 Closeout Procedures
Section 01 78 23 Operation and Maintenance Data
Section 01 78 39 Project Record Documents
Section 01 79 00 Demonstration and Training

DIVISION 02 - EXISTING CONDITIONS

Section 02 41 19 Selective Demolition

DIVISION 03 - CONCRETE

Section 03 30 00 Cast-In-Place Concrete
Section 03 35 43 Polished Concrete Finishing

DIVISION 04

Section 04 43 00 Stone Masonry

DIVISION 05 - METALS

Section 05 12 00 Structural Steel Framing
Section 05 12 10 Structural Steel Framing (Performance Pavilion Canopy)
Section 05 70 00 Ornamental Metals

DIVISION 06 – WOOD, PLASTICS AND COMPOSITES

Section 06 10 00 Rough Carpentry
Section 06 16 00 Sheathing
Section 06 20 00 Carpentry

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

Section 07 21 13 Rigid Board Insulation
Section 07 27 00 Self-Adhering Water-Resistant Air Barrier Membrane
Section 07 46 23 Wood Rainscreen Siding
Section 07 92 00 Joint Sealers



DIVISION 08 – OPENINGS

Section 08 11 13 Steel Doors and Frames
Section 08 71 00 Door Hardware

DIVISION 09 – FINISHES

Section 09 22 16 Non-Structural Metal Framing
Section 09 29 00 Gypsum Board
Section 09 84 13 Fixed Sound Absorptive Panels
Section 09 91 13 Exterior Painting
Section 09 91 23 Interior Painting
Section 09 96 00 High Performance Coatings

DIVISION 10 – SPECIALTIES

Section 10 14 00 Signage
Section 10 21 00 Toilet Compartments
Section 10 28 00 Restroom Accessories

DIVISION 11 - EQUIPMENT

Section 11 68 00 Playfield Equipment and Structures
Section 11 68 01 Custom Play Equipment and Structures

DIVISION 12 - FURNISHINGS

Section 12 93 00 Site Furnishings

DIVISIONS 13 - 21

These divisions not used

DIVISION 22 - PLUMBING

Section 22 00 10 Basic Mechanical Requirements for Plumbing
Section 22 05 16 Expansion Fittings and Loops for Plumbing Piping
Section 22 05 17 Sleeves and Sleeve Seals for Plumbing Piping
Section 22 05 18 Escutcheons for Plumbing Piping
Section 22 05 23.12 Ball Valves for Plumbing Piping
Section 22 05 23.14 Check Valves for Plumbing Piping
Section 22 05 29 Hangers and Supports for Plumbing Piping and Equipment
Section 22 07 19 Plumbing Piping Insulation
Section 22 11 16 Domestic Water Piping
Section 22 11 19 Domestic Water Piping Specialties



Section 22 13 16 Sanitary Waste and Vent Piping
Section 22 13 19 Sanitary Waste Piping Specialties
Section 22 33 00 Electric, Domestic-Water Heaters

DIVISION 23 – HEATING, VENTILATING AND AIR CONDITIONING

Section 23 00 10 Basic Mechanical Requirements for HVAC
Section 23 05 29 Hangers and Supports for HVAC Piping and Equipment
Section 23 05 93 Testing, Adjusting, and Balancing for HVAC
Section 23 07 13 Duct Insulation
Section 23 31 13 Metal Ducts
Section 23 37 13 Diffusers, Registers, and Grilles
Section 23 73 13 Modular Indoor Central-Station Air-Handling Units

DIVISION 24, 25

These divisions not used

DIVISION 26 - ELECTRICAL

Section 26 00 00 General Electrical Requirements
Section 26 05 19 LV Electrical Power Conductors and Cables
Section 26 05 26 Grounding and Bonding for Electrical Systems
Section 26 05 29 Hangers and Supports for Electrical Systems
Section 26 05 33 Raceways and Boxes for Electrical Systems
Section 26 05 53 Identification for Electrical Systems
Section 26 09 61 Theatre Stage Lighting System
Section 26 22 13 Low Voltage Distribution Transformers
Section 26 24 16 Panelboards
Section 26 27 26 Wiring Devices
Section 26 28 16 Enclosed Switches and Circuit Breakers
Section 26 41 16 Audio Video System Clean Technical Power Requirements
Section 26 41 17 Audio Video System Raceway Requirements
Section 26 43 13 Surge Protection Devices
Section 26 51 00 Interior Lighting
Section 26 53 00 Emergency Lighting Fixtures
Section 26 56 00 Exterior Lighting

DIVISION 27 - COMMUNICATIONS

Section 27 41 16 Integrated Audio Video Systems and Equipment

DIVISION 28



MILESTONE™
CONSTRUCTION COMPANY, LLC

These divisions not used

DIVISION 31 – EARTHWORK

Section 31 10 00 Site Clearing
Section 31 20 00 Earth Moving
Section 31 63 29 Drilled Concrete Piers and Shafts

DIVISION 32 – EXTERIOR IMPROVEMENTS

Section 32 13 13 Concrete Paving
Section 32 15 00 Aggregate Surfacing
Section 32 17 26 Tactile Warning Surfacing
Section 32 18 13 Synthetic Turf
Section 32 18 40 Playground Protective Surfaces
Section 32 84 00 Planting Irrigation
Section 32 92 00 Turfgrasses
Section 32 93 00 Planting
Section 32 93 13 Bollards
Section 32 94 50 Soil Cells
Section 32 94 60 Planting Soil for Soil Cells

DIVISION 33 – UTILITIES

Section 33 11 00 Water Utility
Section 33 41 00 Storm Utility Drainage

ATTACHMENTS

Report of Subsurface Exploration and Geotechnical Evaluation Luther George Park Improvements



Luther George Park – 300 Park Street, Springdale, AR 72764

Drawing	Name	Date
G000	COVER SHEET AND CONTEXT MAP	4/15/2021
G001	INDEX	4/15/2021
1	BOUNDARY/IMPROVEMENT SURVEY	1/27/2019
2	TRACK 1 BOUNDARY/IMPROVEMENT SURVEY	1/27/2019
3	TRACK 2 BOUNDARY/IMPROVEMENT SURVEY	1/11/2019
4	TRACK 3 BOUNDARY/IMPROVEMENT SURVEY	1/27/2019
5	TRACK 4 BOUNDARY/IMPROVEMENT SURVEY	1/27/2019
6	TRACK 5 BOUNDARY/IMPROVEMENT SURVEY	1/27/2019
7	TRACK 6 & TRACK 7 BOUNDARY/IMPROVEMENT SURVEY	1/27/2019
SP000	SITE PREPARATION KEY PLAN	4/15/2021
SP001	SITE PREPARATION PLAN ZONE 1	4/15/2021
SP002	SITE PREPARATION PLAN ZONE 2	4/15/2021
SP003	SITE PREPARATION PLAN ZONE 3	4/15/2021
SP004	SITE PREPARATION PLAN ZONE 4	4/15/2021
SP005	SITE PREPARATION PLAN ZONE 5	4/15/2021
SP006	SITE PREPARATION PLAN ZONE 6	4/15/2021
SP110	SITE PREPARATION DETAILS	4/15/2021
C100	EROSION CONTROL PLAN	4/15/2021
C200	DRAINAGE PLAN	4/15/2021
C300	UTILITY PLAN (Addendum 1)	9/15/2022
C301	SANITARY SEWER PLAN & PROFILE (Addendum 1)	9/15/2022
C400	SITE DETAILS	4/15/2021
C401	EROSION CONTROL DETAILS	4/15/2021
C402	UTILITY DETAILS 1	4/15/2021
C403	UTILITY DETAILS 2	4/15/2021
L200	MATERIAL KEY PLAN	4/15/2021
L201	MATERIAL PLAN ZONE 1	4/15/2021
L202	MATERIAL PLAN ZONE 2	4/15/2021
L203	MATERIAL PLAN ZONE 3	4/15/2021
L204	MATERIAL PLAN ZONE 4	4/15/2021
L205	MATERIAL PLAN ZONE 5	4/15/2021
L206	MATERIAL PLAN ZONE 6	4/15/2021
L210	JOINTING KEY PLAN	4/15/2021
L211	JOINTING PLAN ZONE 1	4/15/2021
L212	JOINTING PLAN ZONE 2	4/15/2021
L213	JOINTING PLAN ZONE 3	4/15/2021



L214	JOINTING PLAN ZONE 4	4/15/2021
L215	JOINTING PLAN ZONE 5	4/15/2021
L216	JOINTING PLAN ZONE 6	4/15/2021
L220	FURNISHING KEY PLAN	4/15/2021
L221	FURNISHING PLAN ZONE 1	4/15/2021
L222	FURNISHING PLAN ZONE 2	4/15/2021
L223	FURNISHING PLAN ZONE 3	4/15/2021
L224	FURNISHING PLAN ZONE 4	4/15/2021
L225	FURNISHING PLAN ZONE 5	4/15/2021
L226	FURNISHING PLAN ZONE 6	4/15/2021
L300	GRADING KEY PLAN	4/15/2021
L301	GRADING PLAN ZONE 1	4/15/2021
L302	GRADING PLAN ZONE 2	4/15/2021
L303	GRADING PLAN ZONE 3	4/15/2021
L304	GRADING PLAN ZONE 4	4/15/2021
L305	GRADING PLAN ZONE 5	4/15/2021
L306	GRADING PLAN ZONE 6	4/15/2021
L400	SOIL KEY PLAN	4/15/2021
L401	SOIL PLAN ZONE 1	4/15/2021
L402	SOIL PLAN ZONE 2	4/15/2021
L403	SOIL PLAN ZONE 3	4/15/2021
L404	SOIL PLAN ZONE 4	4/15/2021
L405	SOIL PLAN ZONE 5	4/15/2021
L406	SOIL PLAN ZONE 6	4/15/2021
L500	PLANTING KEY PLAN	4/15/2021
L501	PLANTING PLAN ZONE 1	4/15/2021
L502	PLANTING PLAN ZONE 2	4/15/2021
L503	PLANTING PLAN ZONE 3	4/15/2021
L504	PLANTING PLAN ZONE 4	4/15/2021
L505	PLANTING PLAN ZONE 5	4/15/2021
L506	PLANTING PLAN ZONE 6	4/15/2021
L507	SHRUB AND PERENNIAL ENLARGEMENT PLANS	4/15/2021
L508	SHRUB AND PERENNIAL ENLARGEMENT PLANS	4/15/2021
L550	PLANTING SCHEDULE	4/15/2021
L590	PLANTING DETAILS	4/15/2021
L591	PLANTING DETAILS	4/15/2021
L592	PLANTING DETAILS	4/15/2021
L593	PLANTING DETAILS	4/15/2021
L600	IRRIGATION PLAN	4/15/2021
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Additions and Deletions Report for AIA® Document A133™ – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:06:21 ET on 11/08/2022.

PAGE 1

This Amendment dated the 8th day of November in the year 2022, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 26th day of August in the year 2019 (the "Agreement")

...

Luther George Park
300 Park Street
Springdale, AR 72764

...

City of Springdale
201 Spring Street
Springdale, AR 72764

...

Milestone Construction Company, LLC
2002 S. 48th Street, Suite A
Springdale, AR 72762

PAGE 2

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Eleven Million Seven Hundred Thirty Eight Thousand Three Hundred Seventy Two and no/100 (\$ 11,738,372.00), subject to additions and deductions by Change Order as provided in the Contract Documents. Two Million Dollars included in the above Guaranteed Maximum Price previously accounted for in Change Order No. 1

...

Refer to Attachment "A" Bid Breakdown and Attachment "B" Value Engineering to Contract

...

Refer to Attachment "B"

...

[X] Established as follows:

...

Notice to Proceed will be issued upon approval of Springdale City Council on or around November 29, 2022

PAGE 3

[X] Not later than Five Hundred Seventy Five (575) calendar days from the date of commencement of the Work.

...

Refer to Attachment
"C"

...

Refer to Attachment "C"

...

Refer to Attachment "D"

PAGE 4

Refer to Attachment "A"

...

The Performance Pavillion is scheduled to be delivered to project site in April 2024. If there are delays in manufacturing or shipment that are out of the control of Milestone Construction Company, LLC., then additional time will be granted to Milestone for delivery and installation of the Performance Pavillion.

...

- 1) CIG for design development, engineering, fabrication and delivery of Performance Pavillion.
- 2) Nouse Engineers for engineering review and providing a State of Arkansas Engineering stamp and seal for Performance Pavillion.
- 3) CPP, Inc. for wind tunnel testing.

...

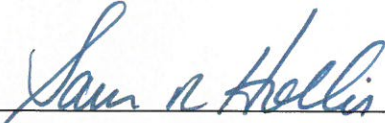
Doug Sprouse, Mayor
(Printed (Printed name and title))

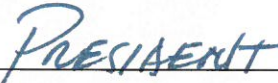
Sam Hollis, President
(Printed name and title)

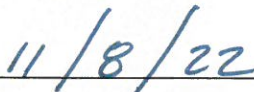
Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Sam Hollis, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:06:21 ET on 11/08/2022 under Order No. 2114308287 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed) _____


(Title) _____


(Dated) _____

RESOLUTION NO 91-19

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CONSTRUCTION MANAGER CONTRACT
FOR LUTHER GEORGE PARK
PROJECT NO. CP1906**

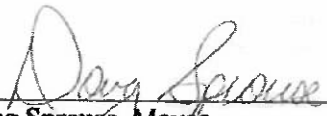
WHEREAS, Arkansas Statute 19-11-801 provides for the employment of a construction manager for public improvement projects, and

WHEREAS, the City Administration would like to renovate and expand Luther George Park and the Mayor has recommended Milestone Construction Company, LLC to serve as construction manager for this project, and

WHEREAS, Milestone Construction Company, LLC has agreed to furnish pre-construction services for phase 1 for \$2,500 and phase 2 for \$10,000.

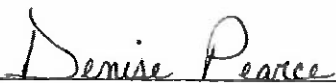
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor is hereby authorized to execute a contract for construction manager services with Milestone Construction Company, LLC for services to be provided relating to the renovation and expansion of Luther George Park. The fee for phase 1 of this contract will be paid from funds reserved for park land acquisition in the Capital Improvement Project Fund.

PASSED AND APPROVED this 10th day of September, 2019.



Doug Sprouse, Mayor

ATTEST:



Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest B. Cate, City Attorney

AIA® Document A133™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 26th day of August in the year 2019
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

City of Springdale
City Administration Building
201 Spring Street
Springdale, AR 72764

and the Construction Manager:
(Name, legal status and address)

Milestone Construction Company, LLC
2002 S. 48th Street, Suite A
Springdale, AR 72762

for the following Project:
(Name and address or location)

Renovations to Luther George Park
300 Park Street
Springdale, AR 72764

The Architect:
(Name, legal status and address)

SMM Architects
1824 Sophie Wright Place
New Orleans, LA 70130

The Owner's Designated Representative:
(Name, address and other information)

Wyman Morgan

The Construction Manager's Designated Representative:
(Name, address and other information)

Sam Hollis

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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This document was produced by AIA software at 15:27:58 ET on 08/26/2019 under Order No. 4120223263 which expires on 04/15/2020, and is not for resale (388ADA4C)
User Notes:

The Architect's Designated Representative:
(Name, address and other information)

Wes Michaels

The Owner and Construction Manager agree as follows.

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- 1 GENERAL PROVISIONS
- 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 3 OWNER'S RESPONSIBILITIES
- 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 6 COST OF THE WORK FOR CONSTRUCTION PHASE
- 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 8 INSURANCE AND BONDS
- 9 DISPUTE RESOLUTION
- 10 TERMINATION OR SUSPENSION
- 11 MISCELLANEOUS PROVISIONS
- 12 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™-2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2007, which document is incorporated herein by reference. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

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ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager

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shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

1. A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
2. A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
3. A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
4. The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
5. A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

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§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201-2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost plus fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

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§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201-2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Phase 1 - Preconstruction Services for Preliminary Budgeting and Cost Estimating prior to project being fully funded = \$2,500

Phase 2 - Preconstruction Services for Continued Cost Estimating and Developing the Final GMP after the project is fully funded (or as approved by the Owner) = \$10,000

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

5 % five percent

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

To be negotiated at a later date

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

TBD

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

TBD

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed ninety-five percent (95 %) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price, state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
TBD		

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

TBD

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201-2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201-2007 shall have the meanings assigned to them in AIA Document A201-2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201-2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements,

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customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager. Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- 1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- 2 Expenses of the Construction Manager's principal office and offices other than the site office;
- 3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- 4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- 5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- 6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;

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- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed

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above, payment shall be made by the Owner not later than twenty (20) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- 1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- 2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- 3 Add the Construction Manager's Fee, less retainage of ten percent (10 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- 4 Subtract retainage of ten percent (10 %) from that portion of the Work that the Construction Manager self-performs;
- 5 Subtract the aggregate of previous payments made by the Owner;
- 6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- 7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

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§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- 1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- 2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- 3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007. *(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

inf.

Type of Insurance or Bond
TBD

Limit of Liability or Bond Amount (\$0.00)

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☒ [X] Arbitration pursuant to Section 15.4 of AIA Document A201-2007

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other: *(Specify)*

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker if other than the Architect.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201-2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

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The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201-2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201-2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201-2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201-2007, neither party to the Contract shall assign the Contract as a

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whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

The Milestone Project Manager may be stationed on site or in the Milestone main office in Springdale. Any time spent working on the project whether on site or in the main office will be charged at a rate of \$65/hr and will be included in the overall GMP.

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201-2007, General Conditions of the Contract for Construction
- .3 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
- .4 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .5 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement is entered into as of the day and year first written above:

OWNER (Signature)

Doug Sprouse, Mayor
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Sam Hollis, President
(Printed name and title)

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P.76

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH CROSSLAND HEAVY CONTRACTORS, INC. FOR CONTRUCTION OF SOUTH DIXIELAND ROAD EXTENSION

WHEREAS, The City of Springdale opened sealed bids on November 1, 2022 with three bids received; and

WHEREAS, The apparent low bidder submitted an irregular bid and;

WHEREAS, Crossland Heavy Contractors, Inc. has successfully completed many projects of similar scope and size within the region; and

WHEREAS, the bid received is by Crossland Heavy Contractors, Inc. is 25% under the Engineers Estimate for the project:

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that

Section 1. The Mayor and City Clerk are authorized to enter into a contract for the construction of South Dixieland Road Extension with Crossland Heavy Contractors, Inc. for \$7,741,106.75.

Section 2. The Mayor is authorized to execute change orders for the project up to 10% of the contract price.

PASSED AND APPROVED this 29th day of November, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Memo

To: Mayor Doug Sprouse, City Council
From: Ben Peters P.E.
Date: November 9, 2022
RE: South Dixieland Road Extension

Garver Engineers, acting as the City's agent opened sealed bids for the above referenced project via a zoom on November 1, 2022 at 2:00pm. Three bids were received, opened, and read aloud per the advertisement for bid.

The total project costs for each bid are as follows:

Boyles Construction, Inc.	\$	6,484,480.59
Crossland Heavy Contractors, Inc.	\$	7,741,106.75
APAC-Central, Inc.	\$	7,835,579.88
Engineer's Estimate	\$	10,340,596.50

After reviewing the bid tabulations and comparing the submitted bids to the Engineer's Estimate, it was discovered that the apparent low bidder, Boyles Construction, Inc., made an error in line item #68, Roadway Illumination Poles w/LED Luminaires. The Engineers estimate for line item #68 is \$600,000.00 while the line item for Boyles Construction is \$25,000.00

Because of this bid irregularity and because Boyles Construction Inc. has not worked with the City of Springdale before, we vetted their previous projects, financial condition, references, and current capacity to perform a contract of this size and scope.

It is our combined recommendation that the City reject the apparent low bid by Boyles Construction and award the contract to Crossland Heavy Contractors, Inc. Crossland Heavy Contractors, Inc. is currently constructing the Har-Ber/Emma Ave project and is ahead of schedule and under budget. They have a demonstrated ability to perform projects of this size and scope.



2049 E. Joyce Blvd.
Suite 400
Fayetteville, AR 72703
TEL 479.527.9100
FAX 479.527.9101
www.GarverUSA.com

November 10, 2022

Ben Peters, PE
City of Springdale
201 Spring Street
Springdale, AR 72764

Re: City of Springdale
S. Dixieland Road Extension
Recommendation of Award

Dear Ben:

Bids were received for the "S. Dixieland Road Extension" on Tuesday, November 1, 2022, at 2:00 p.m. The City received three (3) bids with Boyles Construction being the apparent low bidder.

Upon further review of the bid pricing from Boyles Construction we have found an irregularity in the unit price bid for Item #68, Roadway Illumination Poles. Boyles Construction's lump sum unit price bid for this item was \$25,000 compared to \$600,000 in the Engineer's Opinion of Probable Cost. The other two bids received for Item #68 were \$394,000 and \$611,900.

In addition, the Contractors' Statement of Qualifications for Boyles Construction listed the available credit in the amount of \$400,000 and listed limited available equipment. According to Boyles Construction, they are also about to start construction of a \$4.75 million dollar roadway project for the City of Little Rock, Arkansas. Boyles Construction listed the completion date for this Little Rock project in the bid documents as 6/30/2022. Per our discussion with Boyles Construction this completion date should have been in 2023 which will coincide with the construction of the S. Dixieland Road project.

The Unit Price Bid Proposal, signed by the Contractor, states that "*Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.*" The bids are also subject to review per Section 102.01, Qualifications of Bidders, of the City Standard Specifications for Street and Drainage Construction, which states "*The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.*"

The second lowest bidder, Crossland Heavy Contractors, submitted a bid for the project in the total amount of \$7,741,106.75. The Engineer's Opinion of Probable Cost was \$10,340,596.50. Crossland Heavy's bid for this project was 25% below the Engineer's Opinion of Probable Cost. Upon review of the available information provided by Boyes Construction, we are recommending that the City consider

Mr. Peters
November 10, 2022
Page 2 of 2

utilizing the rights as listed in the project bid documents and award the S. Dixieland Road project to Crossland Heavy Contractors.

Please call me if you have any questions.

Sincerely,

GARVER, LLC

A handwritten signature in blue ink that reads "D. Jeffrey Webb". The signature is written in a cursive, flowing style.

D. Jeffrey Webb, P.E.
Project Manager

Attachments: Bid Tabulation

CITY OF SPRINGDALE
S. DIXIELAND ROAD EXTENSION EDA# 08-79-05591
BID TABULATION - SCHEDULE 1
November 1, 2022 - 2:00 p.m.

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		Boyles Construction		Crossland Heavy Contractors		APAC-Central Inc.	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	111	Roadway Construction Control	LS	1	\$350,000.00	\$350,000.00	\$80,000.00	\$80,000.00	\$152,000.00	\$152,000.00	\$97,500.00	\$97,500.00
2	112	Trench and Excavation Safety Systems	LS	1	\$85,000.00	\$85,000.00	\$20,000.00	\$20,000.00	\$8,000.00	\$8,000.00	\$5,400.00	\$5,400.00
3	201	Clearing and Grubbing	LS	1	\$250,000.00	\$250,000.00	\$65,000.00	\$65,000.00	\$120,000.00	\$120,000.00	\$126,500.00	\$126,500.00
4	202, SP-7	Undercut and Backfill	CY	16,000	\$37.00	\$592,000.00	\$20.30	\$324,800.00	\$28.00	\$448,000.00	\$34.50	\$552,000.00
5	202, SP-7	Rock Excavation	CY	500	\$175.00	\$87,500.00	\$44.00	\$22,000.00	\$165.00	\$82,500.00	\$156.80	\$78,400.00
6	202, SP-7	Unclassified Excavation (Plan Quantity)	CY	14,691	\$15.00	\$220,365.00	\$12.00	\$176,292.00	\$14.00	\$205,674.00	\$17.20	\$252,685.20
7	202, SP-7	Embankment (Plan Quantity)	CY	4,425	\$25.00	\$110,625.00	\$18.00	\$79,650.00	\$22.00	\$97,350.00	\$17.40	\$76,995.00
8	203	Subgrade Preparation (Plan Quantity)	SY	22,987	\$5.00	\$114,935.00	\$2.50	\$57,467.50	\$3.50	\$80,454.50	\$1.80	\$41,376.60
9	204	Curb Backfill and Grading	Sta.	56	\$3,900.00	\$218,400.00	\$400.00	\$22,400.00	\$3,000.00	\$168,000.00	\$1,330.00	\$74,480.00
10	204, SP-8	4" Topsoil Placement (Yard Areas)	SY	57,463	\$5.00	\$287,315.00	\$5.50	\$316,046.50	\$3.75	\$215,486.25	\$4.10	\$235,598.30
11	205	Undercut and Stone Backfill	Ton	2,500	\$65.00	\$162,500.00	\$31.00	\$77,500.00	\$30.00	\$75,000.00	\$29.10	\$72,750.00
12	301	18" Class III R.C. Pipe	LF	1,580	\$181.00	\$285,980.00	\$94.60	\$149,468.00	\$110.00	\$173,800.00	\$67.70	\$106,966.00
13	301	24" Class III R.C. Pipe	LF	139	\$190.00	\$26,410.00	\$106.80	\$14,845.20	\$125.00	\$17,375.00	\$101.90	\$14,164.10
14	301	36" Class III R.C. Pipe	LF	68	\$240.00	\$16,320.00	\$188.90	\$12,845.20	\$245.00	\$16,660.00	\$194.70	\$13,239.60
15	301	30" x 19" Class III Elliptical R.C. Pipe	LF	1,320	\$215.00	\$283,800.00	\$138.60	\$182,952.00	\$140.00	\$184,800.00	\$125.80	\$166,056.00
16	301	38" x 24" Class III Elliptical R.C. Pipe	LF	688	\$300.00	\$206,400.00	\$168.00	\$115,584.00	\$200.00	\$137,600.00	\$125.20	\$86,137.60
17	301	24" R.C. F.E.S.	EA	6	\$1,100.00	\$6,600.00	\$1,000.00	\$6,000.00	\$1,200.00	\$7,200.00	\$1,650.20	\$9,901.20
18	301	36" R.C. F.E.S.	EA	1	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$4,580.70	\$4,580.70
19	301	38" x 24" Elliptical R.C. F.E.S.	EA	1	\$1,600.00	\$1,600.00	\$1,500.00	\$1,500.00	\$1,800.00	\$1,800.00	\$4,211.00	\$4,211.00
20	302	4' Drop Inlet (Type MO)	EA	15	\$9,850.00	\$147,750.00	\$4,200.00	\$63,000.00	\$10,000.00	\$150,000.00	\$5,800.00	\$87,000.00
21	302	5' Drop Inlet (Type MO)	EA	3	\$10,900.00	\$32,700.00	\$4,900.00	\$14,700.00	\$11,000.00	\$33,000.00	\$8,640.00	\$25,920.00
22	302	6' Drop Inlet (Type MO)	EA	4	\$11,300.00	\$45,200.00	\$6,000.00	\$24,000.00	\$11,500.00	\$46,000.00	\$11,031.00	\$44,124.00
23	302	4' x 5' Rectangular Drop Inlet	EA	1	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00	\$12,500.00	\$12,500.00	\$9,204.10	\$9,204.10
24	302	4' x 6' Rectangular Drop Inlet	EA	4	\$11,000.00	\$44,000.00	\$6,500.00	\$26,000.00	\$11,000.00	\$44,000.00	\$9,455.70	\$37,822.80
25	302	4' Junction Box (Type MO)	EA	1	\$9,850.00	\$9,850.00	\$4,200.00	\$4,200.00	\$9,800.00	\$9,800.00	\$8,140.00	\$8,140.00
26	302	5' Junction Box (Type MO)	EA	2	\$21,800.00	\$21,800.00	\$4,900.00	\$9,800.00	\$11,000.00	\$22,000.00	\$9,510.00	\$19,020.00
27	302	6' x 4' Type ST Junction Box	EA	1	\$13,500.00	\$13,500.00	\$6,500.00	\$6,500.00	\$12,500.00	\$12,500.00	\$11,497.00	\$11,497.00
28	302	7' x 5' Type ST Junction Box	EA	1	\$16,500.00	\$16,500.00	\$7,500.00	\$7,500.00	\$13,500.00	\$13,500.00	\$15,500.00	\$15,500.00
29	302	7' x 7' Type ST Junction Box	EA	1	\$17,100.00	\$17,100.00	\$8,000.00	\$8,000.00	\$14,500.00	\$14,500.00	\$16,080.00	\$16,080.00
30	302	4' Drop Inlet Extension	EA	10	\$1,950.00	\$19,500.00	\$3,150.00	\$31,500.00	\$2,000.00	\$20,000.00	\$1,600.00	\$16,000.00
31	302	8' Drop Inlet Extension	EA	15	\$3,500.00	\$52,500.00	\$4,525.00	\$67,875.00	\$3,650.00	\$54,750.00	\$2,420.00	\$36,300.00
32	303	4' x 3' Precast Concrete Box Culvert	LF	162	\$600.00	\$97,200.00	\$480.00	\$77,760.00	\$675.00	\$109,350.00	\$558.00	\$90,396.00
33	303	Wingwalls & Appurtenances (Single 4' x 3')	LS	1	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$22,591.00	\$22,591.00
34	305	Channel Excavation (Plan Quantity)	CY	4,445	\$31.00	\$137,795.00	\$10.00	\$44,450.00	\$12.00	\$53,340.00	\$16.90	\$75,120.50
35	305	Erosion Control Fabric	SY	1,975	\$33.00	\$65,175.00	\$9.00	\$17,775.00	\$68.00	\$134,300.00	\$7.50	\$14,812.50
36	306	Rip Rap (20" Thick) (D50=9")	SY	70	\$60.00	\$4,200.00	\$34.00	\$2,380.00	\$78.00	\$5,460.00	\$170.00	\$11,900.00
37	306	Rip Rap (27" Thick) (D50=12")	SY	35	\$75.00	\$2,625.00	\$46.00	\$1,610.00	\$94.00	\$3,290.00	\$232.00	\$8,120.00
38	401, SP-9	4" Aggregate Base Course (Class 7)	SY	678	\$15.00	\$10,170.00	\$12.80	\$8,678.40	\$12.00	\$8,136.00	\$13.30	\$9,017.40
39	401, SP-9	6" Aggregate Base Course (Class 7)	SY	22,309	\$16.00	\$356,944.00	\$11.80	\$263,246.20	\$11.50	\$256,553.50	\$9.50	\$211,935.50
40	403, SP-10	Asphalt Concrete Hot Mix Surface Course	Ton	3,353	\$160.00	\$536,480.00	\$156.00	\$523,068.00	\$157.00	\$526,421.00	\$136.00	\$456,008.00
41	403, SP-10	Asphalt Concrete Hot Mix Binder Course	Ton	4,471	\$135.00	\$603,585.00	\$114.00	\$509,694.00	\$115.00	\$514,165.00	\$110.00	\$491,810.00
42	405	Asphalt Concrete Patching for Maintenance of Traffic	Ton	200	\$500.00	\$100,000.00	\$200.00	\$40,000.00	\$425.00	\$85,000.00	\$327.00	\$65,400.00
43	501, SP-11	Concrete Curb and Gutter	LF	8,194	\$30.00	\$245,820.00	\$22.00	\$180,268.00	\$24.00	\$196,656.00	\$24.00	\$196,656.00
44	501, SP-11	Concrete Rolled Curb and Gutter	LF	2,533	\$28.00	\$70,924.00	\$21.00	\$53,193.00	\$26.00	\$65,858.00	\$35.10	\$88,908.30
45	502	4" Thick Concrete Sidewalk	SY	1,646	\$80.00	\$131,680.00	\$54.20	\$89,213.20	\$73.00	\$120,158.00	\$59.50	\$97,937.00
46	502	6" Thick Concrete Sidewalk	SY	1,407	\$85.00	\$119,595.00	\$69.00	\$97,083.00	\$76.00	\$106,932.00	\$79.00	\$111,153.00
47	502 & SP-4	6" Thick Concrete Trail	SY	6,904	\$85.00	\$586,840.00	\$66.25	\$457,390.00	\$78.00	\$538,512.00	\$73.00	\$503,992.00
48	503	Concrete Aprons	SY	134	\$105.00	\$14,070.00	\$102.50	\$13,735.00	\$104.00	\$13,936.00	\$97.80	\$13,105.20
49	503	Concrete Driveway	SY	87	\$110.00	\$9,570.00	\$134.00	\$11,658.00	\$100.00	\$8,700.00	\$132.20	\$11,501.40
50	503	Aggregate Base Course Driveway	SY	69	\$16.00	\$1,104.00	\$38.00	\$2,622.00	\$28.00	\$1,932.00	\$94.00	\$6,486.00

CITY OF SPRINGDALE
S. DIXIELAND ROAD EXTENSION EDA# 08-79-05591
BID TABULATION - SCHEDULE 1
November 1, 2022 - 2:00 p.m.

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		Boyles Construction		Crossland Heavy Contractors		APAC-Central Inc.	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
51	505, SP-16	Seeding	AC	8	\$6,000.00	\$48,000.00	\$2,940.00	\$23,520.00	\$5,000.00	\$40,000.00	\$2,400.00	\$19,200.00
52	505, SP-16	Sodding	SY	17,724	\$6.50	\$115,206.00	\$6.40	\$113,433.60	\$4.00	\$70,896.00	\$4.60	\$81,530.40
53	505, SP-16	Additional Watering	MG	224	\$95.00	\$21,280.00	\$40.00	\$8,960.00	\$90.00	\$20,160.00	\$11.30	\$2,531.20
54	SS&507	6" Striping (Thermoplastic)	LF	17,134	\$1.50	\$25,701.00	\$2.20	\$37,694.80	\$1.25	\$21,417.50	\$1.20	\$20,560.80
55	SS&507	12" Striping (Thermoplastic)	LF	1,482	\$15.00	\$22,230.00	\$15.00	\$22,230.00	\$15.00	\$22,230.00	\$13.50	\$20,007.00
56	SS&507	Pavement Symbols (Thermoplastic)	EA	30	\$600.00	\$18,000.00	\$312.50	\$9,375.00	\$600.00	\$18,000.00	\$450.00	\$13,500.00
57	SS&507	Yield Lines (Thermoplastic)	LF	24	\$38.00	\$912.00	\$31.25	\$750.00	\$32.00	\$768.00	\$28.00	\$672.00
58	509	Erosion Control	LS	1	\$150,000.00	\$150,000.00	\$52,875.00	\$52,875.00	\$60,000.00	\$60,000.00	\$36,200.00	\$36,200.00
59	510, SP-14	Traffic Control	LS	1	\$50,000.00	\$50,000.00	\$37,000.00	\$37,000.00	\$45,000.00	\$45,000.00	\$27,540.00	\$27,540.00
60	511	Mobilization (not to exceed 5% of contract price)	LS	1	\$450,000.00	\$450,000.00	\$280,000.00	\$280,000.00	\$220,000.00	\$220,000.00	\$285,600.00	\$285,600.00
61	512	6' Wood Privacy Fence	LF	2,703	\$50.00	\$135,150.00	\$32.00	\$86,496.00	\$32.00	\$86,496.00	\$41.40	\$111,904.20
62	512	Gates for 6' Wood Privacy Fence	LF	40	\$300.00	\$12,000.00	\$50.00	\$2,000.00	\$154.00	\$6,160.00	\$65.50	\$2,620.00
63	512	Barbed Wire Fence	LF	7,000	\$14.00	\$98,000.00	\$9.00	\$63,000.00	\$9.00	\$63,000.00	\$6.70	\$46,900.00
64	512, SP-28	15' Steel Gate	EA	2	\$2,100.00	\$4,200.00	\$2,030.00	\$4,060.00	\$2,100.00	\$4,200.00	\$1,010.00	\$2,020.00
65	513	Cast-in-Place Tactile Panel	SF	482	\$40.00	\$19,280.00	\$50.00	\$24,100.00	\$35.00	\$16,870.00	\$55.20	\$26,606.40
66	513	Handicap Ramp Concrete	SY	203	\$85.00	\$17,255.00	\$100.00	\$20,300.00	\$76.00	\$15,428.00	\$103.20	\$20,949.60
67	601	12" Cast-in Place Concrete Pavement	SY	633	\$175.00	\$110,775.00	\$160.00	\$101,280.00	\$165.00	\$104,445.00	\$154.00	\$97,482.00
68	SP-3	Roadway Illumination Poles w/LED Luminaires	LS	1	\$600,000.00	\$600,000.00	\$25,000.00	\$25,000.00	\$394,000.00	\$394,000.00	\$611,900.00	\$611,900.00
69	SP-12	Permanent Regulatory Signs	SF	132	\$90.00	\$11,880.00	\$70.00	\$9,240.00	\$70.00	\$9,240.00	\$56.10	\$7,405.20
70	SP-13	Building Demolition and Disposal	LS	1	\$50,000.00	\$50,000.00	\$35,000.00	\$35,000.00	\$70,000.00	\$70,000.00	\$46,900.00	\$46,900.00
71	SP-19	Rectangular Rapid Flashing Beacon	EA	4	\$19,500.00	\$78,000.00	\$15,600.00	\$62,400.00	\$13,000.00	\$52,000.00	\$15,300.00	\$61,200.00
72	SP-20	Standard Mid-Block Crossing	EA	2	\$41,100.00	\$82,200.00	\$29,000.00	\$58,000.00	\$20,000.00	\$40,000.00	\$27,600.00	\$55,200.00
73	SP-27	4' Decorative Fence	LF	29	\$59.00	\$1,711.00	\$250.00	\$7,250.00	\$256.00	\$7,424.00	\$130.00	\$3,770.00
74	701, SP-26	System Local Controller TS2-Type 2 (8 Phases)	EA	1	\$65,000.00	\$65,000.00	\$59,375.00	\$59,375.00	\$45,000.00	\$45,000.00	\$49,100.00	\$49,100.00
75	702	Traffic Signal Head, LED, (3 Section, 1 Way)	EA	8	\$1,650.00	\$13,200.00	\$1,438.00	\$11,504.00	\$1,450.00	\$11,600.00	\$1,840.00	\$14,720.00
76	702	Traffic Signal Head, LED, (4 Section, 1 Way)	EA	1	\$1,800.00	\$1,800.00	\$160.00	\$160.00	\$1,650.00	\$1,650.00	\$2,700.00	\$2,700.00
77	704	Countdown Pedestrian Signal Head, Led	EA	6	\$2,100.00	\$12,600.00	\$1,690.00	\$10,140.00	\$1,700.00	\$10,200.00	\$2,700.00	\$16,200.00
78	705	Traffic Signal Cable (5c/14 A.W.G.)	LF	1,337	\$3.50	\$4,679.50	\$3.12	\$4,171.44	\$3.00	\$4,011.00	\$4.50	\$6,016.50
79	705	Traffic Signal Cable (7c/14 A.W.G.)	LF	145	\$4.25	\$616.25	\$3.50	\$507.50	\$4.00	\$580.00	\$5.60	\$812.00
80	705	Traffic Signal Cable (20c/14 A.W.G.)	LF	521	\$5.50	\$2,865.50	\$6.00	\$3,126.00	\$6.00	\$3,126.00	\$13.50	\$7,033.50
81	706	Galvanized Steel Conduit (2")	LF	14	\$60.00	\$840.00	\$43.75	\$612.50	\$44.00	\$616.00	\$93.50	\$1,309.00
82	707	Non-Metallic Conduit (2")	LF	23	\$31.00	\$713.00	\$18.75	\$431.25	\$19.00	\$437.00	\$44.90	\$1,032.70
83	707	Non-Metallic Conduit (3")	LF	407	\$54.00	\$21,978.00	\$46.25	\$18,823.75	\$47.00	\$19,129.00	\$61.70	\$25,111.90
84	708	Concrete Pull Box (Type 2 HD)	EA	7	\$1,950.00	\$13,650.00	\$1,875.00	\$13,125.00	\$1,906.00	\$13,342.00	\$2,250.00	\$15,750.00
85	709	38' Traffic Signal Mast Arm And Pole With Foundation	EA	1	\$45,000.00	\$45,000.00	\$31,875.00	\$31,875.00	\$32,408.00	\$32,408.00	\$43,200.00	\$43,200.00
86	709	42' Traffic Signal Mast Arm And Pole With Foundation	EA	1	\$50,000.00	\$50,000.00	\$33,625.00	\$33,625.00	\$34,187.00	\$34,187.00	\$48,800.00	\$48,800.00
87	709	48' Traffic Signal Mast Arm And Pole With Foundation	EA	1	\$55,000.00	\$55,000.00	\$34,940.00	\$34,940.00	\$35,522.00	\$35,522.00	\$49,320.00	\$49,320.00
88	710	Traffic Signal Pedestal Pole With Foundation	EA	2	\$6,000.00	\$12,000.00	\$5,312.50	\$10,625.00	\$5,401.00	\$10,802.00	\$6,060.00	\$12,120.00
89	713, SP-26	Local Radio (E-Net 5.8) With Antenna	EA	1	\$6,000.00	\$6,000.00	\$4,375.00	\$4,375.00	\$4,448.00	\$4,448.00	\$1,502.00	\$1,502.00
90	713, SP-26	E-Net Cable (Exterior CAT-5e)	LF	127	\$6.25	\$793.75	\$5.00	\$635.00	\$5.00	\$635.00	\$3.70	\$469.90
91	714	Electrical Conductors-In-Conduit (1c/8 A.W.G., E.G.C.)	LF	533	\$2.75	\$1,465.75	\$2.20	\$1,172.60	\$2.00	\$1,066.00	\$3.36	\$1,790.88

CITY OF SPRINGDALE
S. DIXIELAND ROAD EXTENSION EDA# 08-79-05591
BID TABULATION - SCHEDULE 1
November 1, 2022 - 2:00 p.m.

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		Boyles Construction		Crossland Heavy Contractors		APAC-Central Inc.	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
92	714	Electrical Conductors-In-Conduit (1c/12 A.W.G., E.G.C.)	LF	165	\$3.00	\$495.00	\$1.25	\$206.25	\$1.00	\$165.00	\$1.60	\$264.00
93	714	Electrical Conductors-In-Conduit (2c/6 A.W.G.)	LF	37	\$5.45	\$201.65	\$4.40	\$162.80	\$4.00	\$148.00	\$8.20	\$303.40
94	716	Electrical Conductors For Luminaires	LF	686	\$3.85	\$2,641.10	\$3.15	\$2,160.90	\$3.00	\$2,058.00	\$2.80	\$1,920.80
95	715	LED Luminaire Assembly	EA	3	\$1,500.00	\$4,500.00	\$1,375.00	\$4,125.00	\$1,398.00	\$4,194.00	\$3,000.00	\$9,000.00
96	SP-22	Battery Backup System	EA	1	\$20,000.00	\$20,000.00	\$16,500.00	\$16,500.00	\$16,776.00	\$16,776.00	\$20,400.00	\$20,400.00
97	SP-23	Grid Smart Video Detector System	LS	1	\$120,000.00	\$120,000.00	\$68,238.00	\$68,238.00	\$69,380.00	\$69,380.00	\$81,610.00	\$81,610.00
98	SP-24	Service Point Assembly (2 Circuits)	EA	1	\$4,500.00	\$4,500.00	\$5,625.00	\$5,625.00	\$5,719.00	\$5,719.00	\$5,520.00	\$5,520.00
99	SP-25	18" Street Name Sign	EA	3	\$1,500.00	\$4,500.00	\$1,250.00	\$3,750.00	\$1,271.00	\$3,813.00	\$1,240.00	\$3,720.00
100	SP-26	Ethernet Switch, T100 Hardened (8-Port)	EA	1	\$4,500.00	\$4,500.00	\$4,625.00	\$4,625.00	\$4,702.00	\$4,702.00	\$946.00	\$946.00
101	707	2" Non-Metallic Conduit with Pull String for Future City Fiber installed in same trench with Street Lighting	LF	11,200	\$20.00	\$224,000.00	\$15.00	\$168,000.00	\$8.00	\$89,600.00	\$23.60	\$264,320.00
102	708	Concrete Pull Box (Type 2 HD for Future Fiber)	EA	13	\$1,950.00	\$25,350.00	\$2,625.00	\$34,125.00	\$1,181.00	\$15,353.00	\$2,600.00	\$33,800.00
103	SP-2	Sanitary Sewer Line A - Utility Erosion Control	LS	1	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$1,234.00	\$1,234.00	\$4,800.00	\$4,800.00
104	SP-2	Sanitary Sewer Line A - Utility Traffic Control	LS	1	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$4,140.00	\$4,140.00	\$5,500.00	\$5,500.00
105	SP-2	Sanitary Sewer Line A - Utility Mobilization (not to exceed 5%)	LS	1	\$2,000.00	\$2,000.00	\$2,300.00	\$2,300.00	\$12,604.00	\$12,604.00	\$4,900.00	\$4,900.00
106	SP-2	Sanitary Sewer Line A - Utility Trench Excavation Safety Systems	LS	1	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$2,129.00	\$2,129.00	\$14,040.00	\$14,040.00
107	SP-2	Sanitary Sewer Line A - Utility Construction Staking and Record Drawing Data	LS	1	\$1,500.00	\$1,500.00	\$6,000.00	\$6,000.00	\$2,179.00	\$2,179.00	\$14,100.00	\$14,100.00
108	SP-2	Sanitary Sewer Line A - Spot Dig and Verify Existing Utility Locations	LS	1	\$2,500.00	\$2,500.00	\$3,750.00	\$3,750.00	\$3,583.00	\$3,583.00	\$4,810.00	\$4,810.00
109	SP-2	Sanitary Sewer Line A - Material and Acceptance Testing	LS	1	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$1,239.00	\$1,239.00	\$1,650.00	\$1,650.00
110	SP-2	Sanitary Sewer Line A - 4' ID Manhole, 0' to 6' Depth	EA	3	\$7,000.00	\$21,000.00	\$4,125.00	\$12,375.00	\$6,740.00	\$20,220.00	\$8,700.00	\$26,100.00
111	SP-2	Sanitary Sewer Line A - 4' ID Manhole Additional Depth, Over 6'	VF	12	\$350.00	\$4,200.00	\$400.00	\$4,800.00	\$563.00	\$6,756.00	\$750.00	\$9,000.00
112	SP-2	Sanitary Sewer Line A - Core Drill and Connect to Existing Manhole	EA	1	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$4,002.00	\$4,002.00	\$5,320.00	\$5,320.00
113	SP-2	Sanitary Sewer Line A - Compacted Class 7 Aggregate Base Coarse (Backfill)	CY	50	\$50.00	\$2,500.00	\$90.00	\$4,500.00	\$41.00	\$2,050.00	\$102.00	\$5,100.00
114	SP-2	Sanitary Sewer Line A - Trench Undercut and Backfill	CY	5	\$60.00	\$300.00	\$125.00	\$625.00	\$62.00	\$310.00	\$90.00	\$450.00
115	SP-2	Sanitary Sewer Line A - Rock Excavation for Utilities	CY	25	\$300.00	\$7,500.00	\$125.00	\$3,125.00	\$367.00	\$9,175.00	\$487.00	\$12,175.00
Total - Schedule 1						\$9,743,096.50		\$6,087,430.59		\$7,293,471.75		\$7,261,335.38
Total - Schedule 2						\$597,500.00		\$397,050.00		\$447,635.00		\$574,244.50
Total of Schedule 1 + Schedule 2						\$10,340,596.50		\$6,484,480.59		\$7,741,106.75		\$7,835,579.88

CITY OF SPRINGDALE
S. DIXIELAND ROAD EXTENSION EDA# 08-79-05591
BID TABULATION - SCHEDULE 2
November 1, 2022 - 2:00 p.m.

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		Boyles Construction		Crossland Heavy Contractors		APAC-Central Inc.	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
116	SP-2	Utility Erosion Control	LS	1	\$5,000.00	\$5,000.00	\$3,750.00	\$3,750.00	\$4,024.00	\$4,024.00	\$7,420.00	\$7,420.00
117	SP-2	Utility Traffic Control	LS	1	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$4,291.00	\$4,291.00	\$5,696.00	\$5,696.00
118	SP-2	Utility Mobilization (not to exceed 5%)	LS	1	\$20,000.00	\$20,000.00	\$1,000.00	\$1,000.00	\$14,384.00	\$14,384.00	\$25,000.00	\$25,000.00
119	SP-2	Utility Trench Excavation Safety Systems	LS	1	\$10,000.00	\$10,000.00	\$4,000.00	\$4,000.00	\$2,129.00	\$2,129.00	\$2,830.00	\$2,830.00
120	SP-2	Utility Construction Staking and Record Drawing Data	LS	1	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$4,357.00	\$4,357.00	\$5,790.00	\$5,790.00
121	SP-2	Spot Dig and Verify Existing Utility Locations	LS	1	\$5,000.00	\$5,000.00	\$3,200.00	\$3,200.00	\$2,866.00	\$2,866.00	\$3,850.00	\$3,850.00
122	SP-2	Material and Acceptance Testing	LS	1	\$4,800.00	\$4,800.00	\$5,000.00	\$5,000.00	\$9,975.00	\$9,975.00	\$13,240.00	\$13,240.00
123	SP-2	8" DI (Special Thickness Class 50) Water Line	LF	840	\$175.00	\$147,000.00	\$150.00	\$126,000.00	\$121.00	\$101,640.00	\$151.30	\$127,092.00
124	SP-2	12" PVC (SDR-26) Gravity Sewer	LF	400	\$200.00	\$80,000.00	\$130.00	\$52,000.00	\$141.00	\$56,400.00	\$183.80	\$73,520.00
125	SP-2	8" PVC (SDR-26) Gravity Sewer	LF	600	\$150.00	\$90,000.00	\$90.00	\$54,000.00	\$93.00	\$55,800.00	\$122.00	\$73,200.00
126	SP-2	Ductile Iron Fittings for Water Line	LB	1,000	\$40.00	\$40,000.00	\$19.00	\$19,000.00	\$31.00	\$31,000.00	\$34.80	\$34,800.00
127	SP-2	24"X8" Tapping Sleeve and Valve	EA	2	\$20,000.00	\$40,000.00	\$20,000.00	\$40,000.00	\$17,911.00	\$35,822.00	\$22,240.00	\$44,480.00
128	SP-2	Tracer Wire Port	EA	1	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$736.00	\$736.00	\$980.00	\$980.00
129	SP-2	8" Gate Valve	EA	5	\$10,000.00	\$50,000.00	\$3,000.00	\$15,000.00	\$3,396.00	\$16,980.00	\$4,520.00	\$22,600.00
130	SP-2	Fire Hydrant Assembly	EA	2	\$10,000.00	\$20,000.00	\$6,950.00	\$13,900.00	\$9,526.00	\$19,052.00	\$12,610.00	\$25,220.00
131	SP-2	4' ID Manhole, 0' to 6' Depth	EA	6	\$7,000.00	\$42,000.00	\$4,125.00	\$24,750.00	\$6,740.00	\$40,440.00	\$8,691.00	\$52,146.00
132	SP-2	4' ID Manhole Additional Depth, Over 6'	VF	18	\$350.00	\$6,300.00	\$400.00	\$7,200.00	\$563.00	\$10,134.00	\$747.50	\$13,455.00
133	SP-2	Compacted Class 7 Aggregate Base Coarse (Backfill)	CY	50	\$50.00	\$2,500.00	\$90.00	\$4,500.00	\$183.00	\$9,150.00	\$102.00	\$5,100.00
134	SP-2	Trench Undercut and Backfill	CY	15	\$60.00	\$900.00	\$125.00	\$1,875.00	\$62.00	\$930.00	\$89.70	\$1,345.50
135	SP-2	Rock Excavation for Utilities	CY	75	\$300.00	\$22,500.00	\$125.00	\$9,375.00	\$367.00	\$27,525.00	\$486.40	\$36,480.00

Total Bid - Schedule 2 \$597,500.00

\$397,050.00

\$447,635.00

\$574,244.50

Deductive Alternate 1 - Water Line "B"

\$ 87,280.00

\$ 65,410.00

\$ 65,410.00

Deductive Alternate 2 - Sanitary Sewer Line "B"

\$ 60,000.00

\$ 71,153.00

\$ 71,153.00

Deductive Alternate 3 - Water Line "A"

\$ 153,900.00

\$ 119,910.00

\$ 119,910.00



Certified as Received Bids
Dixieland Road Extension
EDA# 08-79-05591
D. Jeffrey Webb, P.E.
Garver 11/10/2022